

# 1. Property & Financial Information

## 1.1 LANDLORD, RESIDENT & PROPERTY INFORMATION

---

Landlord: <<Owner Name(s)>>

Property Manager: Rentwell | Lease.Manage.Maintain <<Company Phone Number>>

Resident(s): <<Tenants (Financially Responsible)>>

Other Occupants: <<Other Occupant(s)>>

Property Address: <<Unit Address>>

## 1.2 LEASE DATES

---

Lease Date: <<Lease Creation Date>>

Lease Start Date: <<Lease Start Date>>

Lease End Date: <<Lease End Date>>

Pro-Rated Move-in Date: <<Move-in Date>>

## 1.3 DEPOSITS & ONE TIME CHARGES

---

Security Deposit & Final Months Rent (if applicable): <<One-time Charges>>

Prorated Rent (if applicable): <<Prorated Charges>>

## 1.4 RENT & MONTHLY CHARGES

---

<<Monthly Charges>>

## 1.5 INCLUDED UTILITIES

---

<<Utilities Included>>

## 1.6 ADDITIONAL LEASE INFORMATION (IF APPLICABLE)

---

<<Additional Lease Information>>

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

# 2. Lease Terms

## 2.1 DUE DATES AND LATE CHARGES

---

Full Rent and additional Monthly Charges are due and must be received on or before the 1st of each month, regardless of postmark or date on check/money order. Utility Charges and/or Maintenance Charges are due upon posting of the charge.

Full Rent and additional Monthly Charges are considered late after 5:00 PM on the 5th day of the month. A late charge of 10% (ten percent) of the monthly rent will be applied if there is a balance owed on your account after this time. Resident(s) agree that the late fee shall be considered additional rent and that this sum represents the liquidated damages caused to the landlord or his agent by the late payment.

Any balance due to the landlord or his agent, including by limited to: Late Fees, NSF Fees, Notice Fees, Legal Costs, Maintenance Charges, Damage Charges, Rent, Rent Premiums or Utility Charges become rent due and owing the following month and are subject to the late charges set forth in this lease.

## 2.2 POSTING ORDER

---

Resident(s) acknowledge that they have been informed that all payments received will be applied to the oldest balance due first.

## 2.3 PAYMENT METHODS

---

Rent and any other amounts due under the terms of this lease, must be paid by one of the following methods. Landlord or his agent reserves the right to restrict, limit, reduce or add to these available payment methods at any time.

Available payments options are:

- ePay using your Checking Account, through the Resident portal (No Additional Fee)
- ePay using your Credit/Debit Card, through the Resident portal (Convenience Fee will apply)
- Pay by Cash at any 7-Eleven or Ace Check Cashing location (Convenience Fee will apply).
- Paper Payment (e.g. Personal Check, Cashier's Check or Money Orders) either mailed or delivered to your local RentWell office (\$10 Convenience Fee will apply).

Paper Payments must be made payable and mailed/delivered to:

<<Company Name>>

<<Company Address>>

*\*\*Please be sure your NAME and ADDRESS is clearly written on all Paper Payments\*\**

## 2.4 RETURNED PAYMENT FEE

---

There will be a \$50 (fifty) dollar fee, as additional rent, charged for each returned payment, regardless of the reason for the return. Landlord and his agent reserve the right to demand payment via Certified Funds for this and all future payments in the event of a returned payment.

## 2.5 NOTICE FEE

---

There will be a \$25 Notice Fee, per notice served to the resident(s) to enforce the terms of this lease.

## 2.6 WAIVER OF NOTICE

---

Resident(s) specifically waive the requirement of Notice to Pay or Quit, pursuant to Section 501 of the Landlord and Resident Act of 1951, as amended, 68 P.S.250.501 or pursuant to any other notice requirement.

## 2.7 SECURITY DEPOSIT

---

Resident(s) have delivered to landlord or his agent a Security Deposit in the amount of <<Security Deposit Charges>> as Security that the resident(s) will perform their obligations under the terms of this lease. Landlord or his agents may use all, or a portion, of the Security Deposit to recover any monies due under the terms of this lease, including but not limited to: Rent, Utilities, Late Charges, Notice Fees, Evictions and Legal Fees, Maintenance Charges, as well as, damage to the premises and loss of use. Landlord or his agent may retain the security deposit if resident(s) fail to make full rental payments as required by the terms of this lease or if resident(s) vacate the premises prior to the end of the lease term or vacate the premises without giving proper notice, as required. To be eligible for a return of the security deposit within 30 days after vacating, the resident(s) must provide proof that utilities are paid and up to date, their new address, contact information and return keys to the landlord or his agent upon vacating. Failure to provide all of the above mentioned criteria, will cause delays in processing the Security Deposit.

## 2.8 UTILITIES

---

Resident(s) agree that all Utilities are the responsibility of the resident (except as specifically stated below) shall be placed in the name of the resident on or before the lease start date. This includes, but is not limited to: Heat, Hot Water, Phone, Trash, Gas, Internet, Water, Snow Removal, Electricity, Cable, Landscaping and Sewer.

Resident(s) agree to forward the account # and date of transfer to the landlord or his agent for each utility that is the resident(s) responsibility, prior to the lease start date. Failure to do so is a violation of this lease.

All utility bills shall be paid promptly upon receipt. Any past due amounts owed to any utility company or to landlord shall be considered as additional rent and are a material breach of this lease. Landlord or his agent reserve the right to commence immediate eviction proceedings should any utility bills become past due.

**Utilities Included in the lease are: <<Utilities Included>>**

## 2.9 HEATING

Resident(s) agree to maintain a minimum temperature of 60 degrees at all times during the term of this lease. Resident(s) assume all responsibility for any damage to the leased premises should this minimum temperature not be maintained. Resident(s) shall notify the landlord or his agent immediately should the heating system in the leased premises not be functioning properly.

## 2.10 POSSESSION

Landlord will make a good faith effort to make the leased premises available to resident on the lease start date. If any delay does occur, no rent will be due until the leased premises is made available to the resident(s). This lease agreement may be terminated by the resident(s) written request if the leased premises is not made available within 10 (ten) days after the lease start date. Termination of the lease is the resident(s) only remedy. Landlord or his agent will not be responsible for any inconvenience, losses or damages in the event of a delay in making the leased unit available to the resident(s).

If resident(s) decide to move in before unit turn is completed, (See attached Early Move-in Addendum for complete punchlist), it is understood by all parties involved, that Rentwell will not be held responsible for any delays due to completion of work and rent is due in full as per the Lease Agreement. It is also understood by all parties involved that tenant(s) cooperation to allow full access to complete the necessary work is mandatory.

## 2.11 CONDITION OF THE LEASED PREMISES & REPAIRS

Resident(s) have examined the leased premises and are satisfied with its present physical condition. Resident(s) agree to maintain the leased premises during the term of the leased and returned the leased premises, in its original condition to the landlord or his agent upon termination of this lease, except for ordinary wear and tear.

If the leased premises are damaged or repairs are required, resident(s) shall promptly notify the landlord or his agent in writing. Landlord agrees to perform needed repairs with reasonable promptness after receiving written notice from resident(s) and to pay for repairs due to normal wear and tear. Resident(s) agree to pay, as additional rent, for the cost of repairs or damage caused by resident(s), permitted occupants or their guest(s).

No repairs to the leased premises may be made by anyone except for the landlord's employees, agents or contractors. Landlord is not responsible for any inconveniences or losses due to maintenance, repairs or interruption of utility services, including any other reasons not within the control of the landlord. Resident(s) agree and acknowledge that rent may not be withheld due to maintenance or repairs.

## 2.12 CONDEMNATION

In the event the leased unit, or any part of it, is condemned or voluntarily transferred instead of condemnation proceedings, the lease will automatically terminate as to the condemned portion. In the event of termination of any part of the leased premises due to condemnation, rent payable under this lease will be adjusted proportionally. In the event the leased unit becomes uninhabitable due to the condemnation, this lease will terminate entirely once resident(s) pay all amounts owed under the lease agreement up thru the date the leased premises became uninhabitable. Resident will not have any right to any award paid to the landlord by the condemning authority.

## 2.13 USE AND OCCUPANCY

Resident(s) will personally use and continuously occupy the leased premises as a private dwelling. The following persons are may reside in the leased premises:

**<<Tenants (Financially Responsible)>>**

**<<Other Occupant(s)>>**

It is a breach of this lease to have any person(s) residing in the leased unit who are not named above. The leased unit may not be used to conduct any form of business or commercial use. (If property is zoned commercial, please see attached addendum). Resident(s) agree not vacate the leased premises without first paying to landlord all rent for the balance of the term of this lease. Resident(s) agree to notify landlord or his agent in resident(s) intend to be away from the premises for period of more than 10 (ten) days. Resident(s) shall comply with all relevant statues, laws, ordinances and regulations. Resident(s) will not keep anything in the leased premise or conduct any activity, which is dangerous or might increase the danger to the leased premises, to other occupants or to neighboring buildings.

## 2.14 GUESTS AND PERSONAL CONDUCT

---

Resident(s) acknowledge that guests are not permitted to stay more than three (3) Weeks at the time.

Resident(s) acknowledge that they are responsible for the actions of their guests and assume all liability for any damages or breaches of this agreement caused by resident(s) guest(s).

Residents, the children and their guests, regardless of age, are not permitted to act or allow another to act in any manner that interferes with the rights, comforts, convenience or quiet enjoyment of any other resident or neighbor. This includes, but is not limited to: Playing of stereos, television, video games, radios, shouting, honking horns, or using foul or offensive language that can be heard outside the persons unit or vehicle. All disturbance calls shall be directed to the local Police Department. Complaints about resident lease violations should be submitted to management, in writing.

## 2.15 SUBLETTING

---

Resident(s) may not sublease, transfer or assign this lease. Resident(s) may not permit the leased premises to be occupied by any person not specifically named in this lease.

## 2.16 APPLICATION

---

Landlord and his agents reserve the right to terminate this lease if any of the information provided by resident(s) in their application is inaccurate.

## 2.17 SEVERABILITY

---

All resident(s) who are named on and signed this lease agreement are both jointly and severally liable under the terms of this lease.

## 2.18 TRANSFER OF RESIDENT

---

This only applies in the event the resident's current employer, (including the United States Government if employed as a civilian or member of the Armed Forces), should during the term of this lease transfer resident to a new place of employment which is more than 50 (fifty) miles from the place of the residents' present employment. Resident shall have the right to terminate this lease by giving written notice to the landlord or his agent, with the terms set forth in the paragraphs below:

- Such written notice shall be accompanied by written confirmation by resident's employer (or military orders) of residents transfer and of the location of resident's new place of employment.
- The effective date of the termination of this lease by reason of such transfer shall be the last day of the second full calendar month after delivery of such notice to landlord or his agent, but not earlier than 6 (six) months from the commencement of this lease.
- Such written notice shall be accompanied by payment to landlord or his agent in an amount equal to 2 (two) months rent, to compensate landlord for the additional expenses which may incurred by landlord or his agent for such early termination of this lease. Such payment shall be in addition to all rent and additional rent payable by residents under this lease thru the termination date of the notice, set forth above, and must be paid to landlord before the termination date set forth above. If all such sums are not paid by residents by the effective date of the termination, then this lease shall remain in full force and effect, notwithstanding the provision of this section.
- The Security Deposit is automatically forfeited per this form of termination and can not be used towards any portion of rent.

## 2.19 EARLY TERMINATION

---

In the event the resident(s) intend to terminate the lease prior to the stated end date of this lease, the resident(s) must notify in writing the Landlord or his Agent, no less than sixty (60) days in advance.

- As a result, Resident(s) will be charged a lease break fee in the amount of the leasing commission, which equals one (1) month rent.
- The security deposit is automatically forfeited.
- Resident(s) are still responsible for full payment of rent through to the lease end date, stated in section 1.2, until a new tenant takes possession of the premises, whichever occurs first.
- The new tenant must be approved and meet all qualifications requirements set by the landlord or his agent.
- In addition, the resident(s) must make the premises move-in ready prior to their move-out.

Please be advised, we will be advertising your unit for re-rental and active showings will be conducted Monday through Sunday 9:00am to 7:00pm, as soon as the notice is received.

As a courtesy, you will be notified 24 hours prior to showings. Notice to resident(s) to enter the premises may be delivered via phone, voicemail, text message, email or posted notice. It is assumed by landlord and his agents that all occupants have been notified, once any occupant has been notified. We reserve the right to enter the premises. Your presence is not required, however, if you have a pet, you must make appropriate arrangements so that they are safely contained and no one under the age of 18 may be in the premises without adult supervision during a showing.

Resident(s) is also responsible to keep the premises in a clean, neat and orderly presentable condition.

## 2.20 LEASE TERMINATION

---

Should resident(s) choose not to renew this lease at the end of the lease term, resident(s) must provide written notice to landlord or his agent of the non-renewal no less than 60 (sixty) days prior to the end of the lease term. Such notice should include the names of all resident(s), the property address, the date resident(s) will vacate the property and the forwarding address of the resident(s). Should landlord or his agent choose not to renew this lease at the end of its term, landlord or his agents shall provide written notice of such non-renewal to resident(s) no less than 60 (sixty) days before the end of this lease.

Please be advised, we will be advertising your unit for re-rental and active showings will be conducted Monday through Sunday 9:00am to 7:00pm. As a courtesy, you will be notified 24 hours prior to showings. Notice to resident(s) to enter the premises may be delivered via phone, voicemail, text message, email or posted notice. It is assumed by landlord and his agents that all occupants have been notified, once any occupant has been notified. We reserve the right to enter the premises. Your presence is not required, however, if you have a pet, you must make appropriate arrangements so that they are safely contained and no one under the age of 18 may be in the premises without adult supervision during a showing.

Resident(s) is also responsible to keep the premises in a clean, neat and orderly presentable condition.

## 2.21 LEASE RENEWAL

---

Should resident(s) intend to renew this lease for another term, written notice of such intent shall be delivered to landlord or his agent no less than 90 (ninety) days prior to the end date of this lease. If landlord or his agent cannot agree on price and terms in writing 60 (sixty) days prior to the end date of this lease, then resident(s) must submit their notice of non-renewal to landlord or his agent.

At time of Lease Renewal, landlord and his agents reserve the right to change, remove, add or alter the terms and conditions of this lease by providing written notice to resident(s) of no less than 60 days from when the changes are to take effect.

If notice of non-renewal is not received by landlord or his agent, prior to 60 (sixty) days before the end date of this lease, then this lease shall automatically renew for a 1 (one) year term with a rent increase of up to \$100 (one hundred) dollars per month.

## 2.22 DEATH DURING LEASE

---

In the event a resident, or any other party who signed this lease, dies during the terms of the lease, the following rights and rules shall apply:

- If the resident lived alone and no other party signed the lease, the lease will be automatically terminated at the end of the current month in which the death took place.
- In the event there is no resident representative, all of the resident's personal property will be removed and disposed of 30 days after the death occurred
- If there is a resident representative they will have thirty (30) days to remove all of the resident's personal property from the premises.
- If more than one person signed this lease, the lease will remain in effect until the end of the terms, as if the death never occurred.

## 2.23 INSURANCE & RESIDENTS PERSONAL PROPERTY

---

**Resident(s) must obtain insurance to protect his or her personal property with liability coverage of minimum \$300,000.** It will be considered a breach of this lease to fail to obtain personal property insurance and to provide evidence of insurance to the landlord or his agent on or before move-in. Any personal property left in the leased unit after resident(s) have vacated or has been evicted will be considered abandoned, and landlord or his agents may dispose of it in any manner they see fit without notice to the resident(s). Landlord's cost of disposal shall be payable by the resident(s) as additional rent.

1. Residents acknowledge that the landlord and his agents are not responsible for any damages to residents personal property for any reason whatsoever. Residents acknowledge that it is their responsibility to obtain and maintain insurance coverage to protect residents personal property.
2. Residents hereby relieves and releases landlord and his agents from all liability by reason of any injury and/or damage to any person and/or personal property located in, on or around the premises or property, whether belonging to resident or any other person, which may be caused by fire, breakage, leakage in any portion of the building of which the demised premises is a part or from any other place, and from any and all other causes.
3. Residents agree that they shall assume all responsibility for insuring such personal property and the landlord and his agents shall have no obligation or duty to provide such insurance coverage on the part of the residents.

Resident(s) acknowledge receiving a copy of this agreement, which shall form a part of lease agreement between resident and landlord.

*Intending to be legally bound, the parties have executed the within agreement. Resident will provide landlord with proof of insurance prior to moving in.*

## 2.24 CASUALTY

---

There will be no abatement of rent in the event of fire or other casualty. If in the landlord or his agents determination that the leased premises is uninhabitable due to damage by fire or other casualty not caused by resident(s), permitted occupants or their guest(s), the lease will terminate once resident(s) pay all charges due under the terms of this lease thru the date the premises was determined to have become uninhabitable. Landlord and his agent are not responsible for any losses, damages or inconveniences sustained by resident(s) due to fire or other casualty.

## 2.25 LANDLORD REMEDIES

---

If at any time, resident(s) fail to make any rent or additional rent payment, as described in this agreement or fails to comply with any other provision of this lease, landlord or his agent may take any or all of the following actions listed below. Landlord may exercise any or all of these remedies, which shall not prevent landlord or his agent from exercising that remedy or any other remedies at the same time or any other time:

1. Landlord or his agent may declare all rents and/or additional rents for the balance of the terms of this lease to be immediately due and payable by residents and may landlord may sue in court to collect this rent or additional rent.
2. Landlord or his agent may terminate this lease
3. Landlord or his agent may evict resident(s)
4. Landlord or his agent may sue residents to collect any sums owed by resident under this lease, including by not limited to, legal fees and costs to enforce the terms of this lease. **Resident hereby agrees to pay for all legal and administrative fees and costs.**
5. To the extent allowed by the law, landlord or his agent may discontinue utilities services to the leased premises.
6. Landlord or his agent may exercise any one or more these remedies available to him under law or in equity.
7. **Landlord or his agent may file suit against resident(s) to enforce the terms of this lease without prior notice to the resident.**
8. Landlord or his agents cost of enforcing this lease and collecting any amounts due hereunder including, legal fees and administrative fees, whether or not the suit is initiated, shall be payable by resident(s) as additional rent.

*Both parties agree that in the event any legal action must be taken by the landlord or his agent to obtain monies owed, possession of the premises or both, this agreement automatically terminates as to all of the resident(s) leasehold interests in the property upon 30 (thirty) days of the filing of the legal action, and tenant will vacate and surrender possession of the premises upon expiration of that 30 (thirty) day period unless otherwise agreed to in writing by both parties. All communication by and between the parties regarding such legal action and termination of leasehold interests must be in writing.*

## 2.26 LEGAL FEES, ADMINISTRATIVE FEES & VIOLATION FINES

---

In the event of landlord tenant or other court action, in which judgment is found in favor for the landlord or his agent, resident(s) shall be obligated to pay a fee of \$500 (five hundred) dollars in administrative charges to reimburse the landlord for fees incurred as a result of the action. In the event of attorney involvement, resident(s) shall obligated to pay for all attorney's fees and legal fees incurred by landlord or his agent, in lieu of the \$500 dollar fee stated above. In addition, resident(s) shall be obligated to pay for all court costs and filing fees associated with the court action. The fee(s) charged under this section shall not exceed the actual cost to the landlord or his agent and are to be considered as additional rent. In the event of other litigation, court appearances or meetings with borough, township or city officials for any event, action or citation caused and/or necessitated by the actions or non-action of the resident(s), resident(s) shall be obligated to pay for all attorney's fees and legal fees incurred by landlord or his agent, and for any fines levied against landlord or his agent.

## 2.27 NO WAIVER BY LANDLORD

---

If at any time landlord or his agent does not exercise any of their legal rights under this lease, landlord or his agent do not forfeit those rights to exercise them at a later date. Acceptance of past due rent is not a waiver of the landlord or his agents right to enforce this lease.

## 2.28 SUBORDINATION & SALE OF PROPERTY

---

The lease and resident(s) rights under this lease are subordinate to any current or future financing of the leased premises or property. Resident(s) consent to all such financing and to any sale of the leased premises or property subject to this lease and authorize landlord or his agents to sign any paperwork on behalf of resident(s) which are necessary to confirm the terms of this paragraph.

Landlord retains the right to sell the property or leased premises at any time. In the event of any such sale, the new owner of the property or leased premises shall become the landlord under this agreement and will have the right to terminate this lease with 60 (sixty) days notice to the residents, if they so desire.

## 2.29 SEPARABILITY

---

If one or more of the provisions of the this lease is determined to be invalid, the remainder of this lease shall remain in full force and effect.

## 2.30 RELEASE OF LANDLORD

---

Landlord or his agents shall not be responsible for any injury, property damage or loss sustained by the resident(s) or any other person on or in connection with the leased premises. Resident(s) agree to release landlord and his agents of responsibility for any damages, loss or injury caused by any other person occupying the premises, or landlord, his agents and their employees or contractors, which result from any of their acts or failure to act. Resident(s) hereby expressly waive all claims against landlord and/or his agents for damage, loss or injury.

## 2.31 SMOKE FREE UNIT

---

This is a smoke free property. Resident(s) and their guests are not permitted to smoke anywhere on the property, at any time. Failure to comply will be considered a breach of this lease and may result in immediate eviction, as well as, any costs associated with smoke remediation to the leased premises.

## 2.32 BASEMENT AND GRADE LEVEL AREAS

---

Resident(s) are aware and have been advised that all basements and grade level areas in this region are subject to flooding. Landlord and his agents will not be held responsible for any damages due to flooding or other acts of nature.

## 2.33 RESPONSIBILITY AND LIABILITY OF PARTIES

---

Both landlord and resident(s) understand and agree the "RentWell - Lease.Manage.Maintain" has worked with both parties in good faith to complete this transaction. Neither resident, nor landlord shall hold "Rentwell - Lease.Manage.Maintain" or any of it's associates liable for either parties acts or failure to act from this point forth.

## 2.34 PETS

---

**Landlord must approve of all pets, in writing, before such pets are acquired by residents.** Animals, fish, fowl, insects and reptiles of any kind are not permitted to be on the property without specific written consent of the landlord or his agent. Guests may not bring any animals onto the premises. **Residents are not permitted to "sit", "watch" or temporarily house another person's pet.**

While landlord is not required to consent to any pet, should landlord consent to allow you to keep a pet on the premises the following regulations will apply.

- Upon the landlord or his agents approval to keep a pet at the premises resident(s) shall pay landlord or his agent, as additional rent, a monthly pet rent and any additional charges as set forth in this lease.
- All pets must be on a leash when not inside the premises and residents must cleanup and dispose of any pet waste immediately.
- If the keeping of any pet shall unreasonably disturb other tenants, create a nuisance or becomes unacceptable to the landlord, landlord may give the resident(s) ten (10) days written notice of revocation of the landlord consent. In which event resident(s) shall remove such pet(s) from the premises within the ten (10) day period. Residents shall be considered in default of this lease and landlord shall have the right to terminate this lease or exercise any other remedy provided in this lease, if residents should keep the pet on the premises without landlord's written consent or after the revocation of such consent.

## 2.35 SOLICITING

---

Soliciting and distributing of handbills, pamphlets, flyers or notices of any kind is prohibited.

## 2.36 LESSORS PROPERTY

---

Residents may not alter, remove, replace or exchange any property belonging to the landlord or his agents, including but not limited to door locks or light fixtures. Appliances and bathroom facilities may only be used for the purpose in which they are intended. Where carpeting is provided within the leased premises, it is the responsibility of the residents to maintain the carpet in good condition which includes cleaning the carpet.

## 2.37 LESSEES PROPERTY

---

The residents premises is to be maintained in good clean condition, this includes ensuring the property is both health and fire safe. Storage of flammable materials, including newspapers and combustible materials is prohibited in that they can pose a fire hazard. Firearms and explosives are strictly prohibited on the property. Explosives include, but are not limited to: fireworks, firecrackers and other commercially sold or homemade display explosives. Residents employed in law enforcement, the military or are legally authorized to carry and own firearms must show proof of such authorization upon demand by the landlord or his agents. Alcohol and drugs are restricted in accordance with law. Open containers of alcohol are prohibited in all common areas inside or outside the property. No resident or their guests will possess, possess with intent to distribute, distribute, consume or use any unlawful controlled substance as defined in the criminal statutes of the Commonwealth of Pennsylvania. Any violations will be cause for lease termination and eviction from the property.

## 2.38 STORAGE AND PARKING

---

Landlord and his agent shall not be liable for any damage to stored goods, personal property or vehicles from acts of nature or acts of any person other than landlord. Landlord or his agent shall be entitled to discontinue providing storage or parking area at any time, in which events residents shall remove any goods, personal property or vehicles, as directed by the landlord or his agent. Residents failure to remove such goods, personal property or vehicles shall constitute residents appointment of landlord or his agent as the Resident's agents to remove such goods, personal property or vehicles to a public warehouse at the resident(s) risk and expense. Landlord and his agent shall not be responsible for any losses, damages or injuries to goods, personal property, vehicles or persons. Parking areas may only be used to park operating automobiles and other non-commercial vehicles that landlord or his agent approve of in writing, which are current in registration and inspection. All other vehicles will be towed at the vehicle owners risk and expense. Washing or repairing of vehicles is prohibited. If any vehicle is parked in an area that is designated as not for parking, landlord or his agent shall have the right to cause that vehicle to be towed from the premises and stored at any public or private garage. All costs and risk associated with the towing, storage, removal or retrieval of said vehicle will be at the resident(s) risk and expense.

## 2.39 COMMON AREAS

---

No personal property may be left anywhere in the halls, passageways, steps, lawns or parking lots. Any property found in these areas will be considered abandoned and disposed of, without any notice to residents. Residents will be charge for the disposal of such items. Fire Door and entrance doors may not be propped open. A resident has the right to remove any object being used to prop a Fire or Entrance door open. Residents and their guests are not permitted to congregate, sit or play in any common area, including, but not limited to: hallways, passageways, stairs, parking lots, sidewalks and entranceways. Loitering anywhere on the premises is prohibited. Resident will keep the premises in good state of preserve and will not sweep or throw anything out of windows or doors, onto the ground or into hallways. Bicycles are not permitted to be ridden on lawns, parking lots or walkways of the property. Vehicles of any kind are not permitted to be driven on the lawns.

## 2.40 RECREATIONAL FACILITIES

---

We may, at any time, discontinue any recreational services, or close down facilities temporarily or permanently. Recreational services include, but are not limited to: Swimming Pool, fitness center, storage units, community roof, playground, sauna, etc. You understand that our providing recreational facilities are not a condition of your lease.

## 2.41 ACCESS & SAFETY EVALUATIONS

---

Landlord or his agent may enter the leased premises after first notifying the resident(s). In the event of an emergency, landlord or his agent may enter the leased premises without giving advance notice.

Resident(s) hereby agree that the landlord or his agents have the right to access the property with 24 hour prior notice. Notice to resident(s) to enter the premises may be delivered via phone, voicemail, text message, email or posted notice. It is assumed by landlord and his agents that all occupants have been notified, once any occupant has been notified.

If you have a pet, you must make appropriate arrangements so that they are safely contained and no one under the age of 18 may be in the premises without adult supervision during this time.

## 2.42 DOORS, KEYS, LOCKS & LOCK BOX

---

*Any resident or their guest who open a locked building entrance door, either in person or thru on intercom system who is not expressly coming to their unit is in breach of residents security and is subject to lease termination and prosecution if the intruder damages any property or causes any harm to another person in the building.* Any resident who or their guest who, admits a visitor into the building who is going to another residence, is in violation of this lease and in breach of security. Residents and their guests are not permitted to open the entrance doors for any person whose intent is to distribute, solicit or preach (e.g. going door-to-door).

**Resident(s) are not permitted to change, add or replace locks.** If such event occurs it will be considered breach of contract which can result in legal action.

During an emergency, if it has been found that resident(s) has changed or tampered with the locks, resident(s) will be charged for any damages incurred due to force of entry into the property. This can include but is not limited to the replacement of locks, doors, door frames and windows.

All property keys must be returned to the landlord or his agent upon vacating the premises. Rent will continue to be due and payable until keys are returned to the landlord or his agent. **A key charge of \$100 per lock will be imposed for any missing or unreturned keys.**

Resident(s) may not remove, tamper with or disable any lockbox device on the property, at any time.

There will be a code lockbox located on the premises. This lockbox will house a key and will be used for entry by Rentwell Team Members and Rentwell approved Vendors.

## 2.43 LOCKOUT POLICY

---

If you are locked out of your unit *you must contact management at <<Company Phone Number>>*.

**Resident(s) are not permitted to change, add or replace locks.** If such event occurs it will be considered breach of contract which can result in legal action.

During normal business hours, Monday through Friday 9:00am to 5:00pm:

- You will be able to get a key from management during normal business hours with proper identification. A charge of five dollars (\$5) per key will apply.
- If a vendor is dispatched to the property you will be charged between \$95-\$150.

During non-business hours, Monday through Friday 6:00pm to 9:00am weekends and holidays:

- Will be treated as an Emergency call with a minimum charge of \$175.

This policy is to prevent unauthorized person(s) from gaining access to the property. Children under 18 years of age cannot be given keys. Any resident who attempts to enter a building through a window will be considered to be breaching security and can be subject to lease termination and eviction.

## 2.44 EMERGENCY MAINTENANCE

---

**In case of Loss of Life or Property - CALL 911 FIRST then call management.**

24 Hour Service for *emergencies only* is available by contacting the management office. Emergency requests should not be emailed or made electronically. Be sure to provide your Name, Address, Unit #, Telephone # and Nature of the Emergency when calling. Only problems with Water Leaks, Water Overflow, Lack of Heat, Smell of Gas, No Electric Power, Toilet Stoppages (This does not apply if you have more than one (1) toilet) and possible Fire Hazards are considered to constitute an emergency. If maintenance responds to your call and a true emergency does not exist, residents will held responsible for payment of the service call and for landlords time.

**Note:** Lack of Air Conditioning *IS NOT* an emergency.

## 2.45 MAINTENANCE WORK, FEES AND ACCESS

---

*It is the responsibility of the residents to notify management of maintenance problems as soon as they occur. If a problem becomes worse due to the residents failure to notify management of the problem, residents may be billed for the additional repairs needed, including added labor costs.*

Non-emergency maintenance requests should be submitted via the residents portal.

**Resident(s) are responsible for the first \$75.00 of the maintenance request(s) after the first thirty (30) days of moving in. Structural work, stove, heater and water heater are the responsibility of the landlord, an no charge should apply to the tenant.**

**Resident(s) are responsible for the full cost of all repairs, including Rentwell Service Fees, that do not fall under the responsibility of the owner, after the first 30 (thirty) days of occupancy.**

Residents will be billed the full cost of repairs, including Rentwell Service Fees, if the problem is found to have been caused by the negligence of the resident(s) or their guests.

**Resident(s) acknowledge that by requesting maintenance, they are granting their explicit permission to enter the premises to perform the maintenance requested.**

Maintenance request repairs are performed between the hours of 8:00 AM and 6:00 PM, Monday through Friday. **Due to the volume of requests, it is not possible to schedule a specific appointment time to perform maintenance.**

In Emergencies, Landlord may enter the property without notice. If a resident is not present, Landlord will notify resident(s) who was there and why, within 24 hours of the visit.

If services are requested for the below mentioned items, a service charge will be billed to the tenants account based on the actual cost of the service, including Rentwell Service Fees:

- Light bulb replacement
- Smoke/CO detector battery replacement
- Thermostat battery replacement
- Carpet Cleaning
- Pest Control Services which may include but is not limited to, rodents, roaches, ants, bees, bedbugs, stink bugs, box elders, cicadas etc.
- Closet door track or hinge repairs and refitting.
- Shower door repairs and refitting.

- Blinds repairs and replacement
- Clogged toilet issues due to tenant's improper use or disposal of products not meant to be discarded via toilet
- Kitchen Cabinet door repair or replacement
- Window screen, repair or replacement
- Garbage disposal repairs, if provided.
- All appliance repairs, excluding built in microwave, stove and built in dishwasher unless it is determined that damage was caused by misuse or negligence.

24 hour notice to resident(s) to enter the premises may be delivered via phone, voicemail, text message, email or posted notice. It is assumed by landlord and his agents that all occupants have been notified, once any occupant has been notified.

If you have a pet, you must make appropriate arrangements so that they are safely contained and no one under the age of 18 may be in the premises without adult supervision. **In the event the vendor is not able to access the property to perform the repairs or inspections due to denied access, your pet not being properly detained or unattended child, (under 18), you will be billed a \$75 Service Charge. No Exceptions.**

## 2.46 PEST CONTROL

Landlord is responsible to eliminate any infestation of insects, vermin or other pests which may exist when resident(s) first takes possession of the premises or which are required by law. Resident(s) must report any pre-existing infestations to landlord or his agent, in writing, within the first five (5) days of taking possession.

Resident(s) are responsible for providing all other exterminating services required to eliminate any infestations of insects, vermin or other pests which occur in the leased premises during this lease.

If landlord is required to exterminate any infestation that is not pre-existing or is caused by resident(s) poor housekeeping, poor hygiene, failure to remove refuse, food sources or nesting materials from the property, then resident(s) will be charged for the cost of extermination, as additional rent.

Resident(s) agree to fully comply with all extermination protocols and instructions established by the landlord or his agent. Failure to comply will be considered a breach of this lease and the landlord may use any remedies against resident(s), as allowed by the terms of this lease or by law, including holding resident(s) responsible for the cost of any additional or repeated exterminating service needed because of residents failure to comply.

## 2.47 APPLIANCES

All personal property belonging to the landlord or his agents, including but not limited to: refrigerator, dishwasher, microwave, washer, dryer or air conditioners are not required by law, but may be offered as a courtesy to the residents and are not warranted or guaranteed in any way by the landlord or his agents. In the event such personal property of the landlord or his agents needs repair or replacement, resident understands that it is their responsibility to repair or replace the unit. Residents must obtain prior written consent of the landlord or his agents before removing any appliances from the premises.

## 2.48 ALTERATIONS AND DECORATING

Resident(s) may not remodel or make any structural changes to the leased premises without the prior written consent of the landlord or his agent. Upon termination of this lease, the leased premises must be returned to it's original condition.

The use of contact paper, paneling, permanent mirrors, tub appliques, wallpaper or borders or any decoration glued to the walls is not permitted. Residents will be charged for the removal of these items. Painting in any area of the premises is prohibited without the prior written consent of the landlord or his agents, further, any resident who paints will be charged for all expenses incurred to restore the walls to their original color and texture.

## 2.49 WINDOW COVERINGS

To assure a uniform exterior throughout the buildings, all window covering must be approved by management. Windows covering must be in good repair at all times. Under no circumstances may windows be covered by any substances not designed to be a window covering (e.g. bed linens, towels, reflective film, aluminum foil, flags, paper products, etc.) No signs, signals, illumination, advertisement, notice or any other lettering or item may be displayed on windows, doors or any other part of the property, with the exception of intrusion alarm stickers.

## 2.50 LANDSCAPING & SNOW REMOVAL

Unless otherwise specified in this lease, resident(s) understand that they are responsible for all Landscaping and Snow Removal. Resident(s) understand that they will be held responsible for payment of any fines levied against the landlord or his agent, for their failure to maintain landscaping and/or snow removal in accordance with township/borough code. Refer to section 2.8 in this lease.

## 2.51 ELECTRONIC COPY

All parties hereby agree that an electronic copy or photocopy of this documents shall carry the same weight and precedence as the original signed document.

## 2.52 ENTIRE AGREEMENT

Both parties represent that this lease and any addendums thereto, are the entire agreement and no verbal promises or assurances have been given by either party that are not specifically stated on this lease or any addendum thereto.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

# 3. Rules and Regulations

## 3.1 SATELLITE DISHES

Resident understands that any installation of a satellite dish requires Landlord approval prior to installation and that installation must be done by a professional, subject to FCC regulations.

## 3.2 TELEPHONES

Landlord is responsible for supplying 1 (one) working landline phone jack in the unit. If a resident desires additional wired connections, it will be at the residents expense and the wiring to be introduced will be without damage to the premises. The residents will be held responsible for any damage caused by the installation and/or removal of wiring. Resident(s) agree to obtain wire maintenance coverage from their telephone service provider and acknowledge that landlord and his agents will not be responsible for repairs to wiring that would ordinarily be covered by a wire maintenance agreement.

## 3.3 LIQUID FILLED FURNITURE, POOLS AND FISH TANKS

Waterbeds are prohibited. Water tanks over 10 (ten) gallons are prohibited. Pools are prohibited.

## 3.4 MAIL BOXES

Postal regulations require boxes to be closed and locked. Mail will not be delivered to unlocked boxes. Please do not leave unwanted mail, advertisement or junk mail on the mailboxes or on the floor - please dispose it property, in a trash can.

## 3.5 LAUNDRY FACILITIES

Resident are expected to clean the machine after each use and remove lint from the dryer. Do not dye clothing in the machines. Do not overload the machines. Trash cans are provided for laundry trash only. Children may not be left in the laundry room unattended at any time. Laundry room hours are 8:00 AM to 11:00 PM. It is the responsibility of the residents to be sure the caps of washing materials are closed securely to prevent spills.

## 3.6 TRASH DISPOSAL

Residents will dispose of trash, garbage and other waste material as required by the landlord or his agent and by law. Residents are responsible to provide their own trash receptacles in accordance with local laws. All trash must be placed in bags and inside trash receptacles. Trash may not be piled alongside the property, left in the parking area, left on the ground near the dumpsters, left on fire escapes or placed in common areas. Any object or personal property left in the common areas will be considered refuse and is subject to removal and disposal, in which case the residents will be obligated to pay for such service.

## 3.7 RECESSION AND CHANGES

The landlord and his agents reserve the right to rescind, modify, add or change of the these rules and regulations that in the landlord or his agents judgment is necessary for the safety, care, maintenance and operation of the building and grounds. When so made and notice given to residents of such change, such rule or regulation will have safe force and effect as if originally made part of this lease.

### 3.8 VIOLATIONS

Any violation of the rules and regulations is a lease violation, for which your tenancy may be terminated.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. Additional Clauses and Terms

### 4.1 DRUG FREE HOUSING

In consideration of the execution or renewal of this lease agreement, landlord and his agents and resident(s) agree as follows:

1. Resident, any member of residents household or their guests shall not engage in criminal activity, including drug related criminal activity, on or near the property. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).
2. Resident, any member of residents household or their guests shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity on or near the property.
3. Resident, any member of residents household or their guests shall not permit the dwelling unit to be used for, or facilitate, criminal activity, including drug related criminal activity regardless of whether the individual engaging in such activity is a member of the residents household or a guest.
4. Resident or any member of residents household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the property.
5. Resident, any member of residents household and their guests or other person under residents control shall not engage in acts of violence or threats of violence, including but not limited to: Discharge of firearms on or near the property.

Violation of the above provisions shall be a material violation of the lease and good cause for termination of the tenancy. A single violation of any of the provision of this addendum shall be deemed a serious violation and a material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease and eviction from the property. Unless otherwise provided by law, proof of violation shall not require a criminal conviction but shall be by a preponderance of the evidence.

In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of the addendum shall govern.

### 4.2 CO / SMOKE DETECTORS AND FIRE EXTINGUISHERS

1. Landlord hereby affirms and resident(s) confirm, that upon move-in all required smoke detectors, carbon monoxide detectors and fire extinguisher have been installed, tested and are in proper operating condition.
2. Residents acknowledge that it their responsibility to notify management, in writing, of any defects or malfunctions of the smoke detectors, carbon monoxide detectors and fire extinguisher.
3. Residents acknowledge that it is their responsibility to test each smoke detector and carbon monoxide detector monthly and replace any needed batteries.
4. *The resident must replace the batteries in the alarm as needed and notify management by certified mail immediately of any malfunctions or other problems with the carbon monoxide alarm.*

Resident is aware that is unlawful and a violation of the lease for resident, household members or visitors to destroy, remove, tamper with or otherwise disable any smoke detector, carbon monoxide detector or fire extinguisher.

*By signing below, I hereby certify that I have read and understand this document and all addendums, riders and amendments attached hereto. In addition, I am affirming that I am of legal age and ability to execute this document on my behalf, and agree to be bound to the terms and conditions set forth.*

### 4.3 BEDBUGS

Resident(s) acknowledge that the Owner has inspected the Unit and is aware of no bedbug infestation

Resident(s) claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs.

Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Resident(s) shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called to eradicate the problem. Your unit must be properly prepared for treatment. Resident(s) must comply with recommendations and request from the pest control specialist prior to professional treatment including, but not limited to:
2. Resident(s) shall report any problems immediately to Owner/Manager. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
  1. Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
  2. Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
  3. Empty dressers, nightstands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, ect.
  4. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
  5. Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding properly.
  6. Wash all machine-washable bedding, drapes and clothing ect on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. Discard any item that cannot be decontaminated.
  7. Move furniture toward the center of the room so that technicians can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets
4. Resident(s) agrees to indemnify and hold the Owner/Manager harmless from any actions, claims, losses, damages and expenses including, but not limited to, extermination fees, attorney's fees that Owner/Manager may incur as a result of negligence of the Resident(s) or any guests occupying or using the premises.
5. It is acknowledged that the Owner/Manager shall not be liable for any costs associated with extermination or loss of personal property to the Resident(s) as a result of an infestation of bedbugs.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

#### 4.4 UNIT DAMAGE CHARGES

Management is responsible for normal maintenance in your unit. All requests for service should be called in. Normal Service is performed Monday through Friday from 8:00am - 4:00pm. Emergencies are handles on an as needed basis. You will be responsible for any damages to the property caused by you, your children and/or visitors to your unit. If any damage is due to negligence on your part, either during your occupancy or when you vacate, you will be charged according to the following:

- Entry Door: \$500.00
- Entry Lock Change: \$100.00
- Duplicate Key: \$6.00
- Interior Door: \$100.00
- Painting (other than white room): \$150.00
- Remove Contact Paper: \$50.00/room
- Wallpaper Removal (patch not included): \$125.00/room
- Drywall Replacement: \$50.00/Sq Ft
- Bathroom Floor Tile: \$25.00/Sq Ft
- Ceramic Wall Tile: \$25.00/Sq Ft
- Towel Rack: \$25.00
- Porcelain Chips: \$25.00/each
- Crisper Cover: \$25.00
- Debris left outside trash: \$50.00/each occurrence
- Hauling of oversized debris left in unit: \$150.00/load
- Freezer Doors: \$100.00
- Debris Left in Unit: \$100.00/per room
- Carpet Shampoo (stains): \$250.00/unit
- Broken Window: \$200.00/each
- Window Screens: \$75.00/each
- Kitchen Countertop: TBD (\$ as per damage)
- Light/Globe Covers: \$25.00/each
- Shades: TBD (\$ per size)
- Other Light Fixtures: \$50.00
- Switch Plates: \$5.00
- Bathroom Cabinet Mirror: \$25.00
- Toilet Seat: \$35.00
- Tank Cover: \$50.00
- Soap Dish/Toothbrush Holder: \$25.00
- Toilet (Foreign Object Removed): \$150.00
- Encrusted Oven Racks: \$100.00
- Broiler Pan/Rack Missing: \$75.00

- Cleaning Range & Burners: \$50.00
- Cleaning Range Hood: \$25.00
- Cleaning Refrigerator: \$50.00
- Kitchen Cabinet Repairs: TBD (\$ per damage)
- Cleaning (Floor, Bath Tile, Baseboards, etc.): \$25.00/per hour
- Cleaning Microwave: \$15.00
- Re-Screening: \$50.00
- Garbage Disposal: \$100.00

Upon move-out please do the following:

- (a) Remove all debris from unit
- (b) Close all doors and windows
- (c) Turn off A/C in summer months and set the thermostat to 65 degrees in winter months
- (d) Nail and/or any other holes must be spackled

(e) Turn in all keys that were given to you. Rent will continue to accrue until keys are turned in. If keys are not returned, you will be billed \$100.00 per lock.

(f) After your unit has been inspected, your security deposit paperwork will be processed and forwarded to the owner. Your security deposit will be mailed to you via U.S. Mail. Charges for any damages above normal wear and tear will be deducted from your deposit.

We feel that if a resident is aware of these charges at the time that they move in, there will be less misunderstanding regarding charges both during occupancy and upon vacating.

**ABOVE CHARGES ARE SUBJECT TO CHANGE.**

**THIS IS NOT A COMPLETE LIST OF ALL POSSIBLE CHARGES.**

**SUPPLY AND MATERIAL COSTS TO BE VERIFIED AT TIME OF REPLACEMENT.**

#### 4.5 SPECIAL NOTES

<<Additional Lease Information>>

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

## 5. Sign and Accept

### 5.1 CERTIFICATION

*By signing below, I hereby certify that I have read and understand this document and all addendums, riders and amendments attached hereto. In addition, I am affirming that I am of legal age and ability to execute this document on my behalf, and agree to be bound to the terms and conditions set forth.*

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed