# Associated Realty Property Management

456 E. Beaver Avenue, State College, PA 16801 ♦ (814) 231-3333 Fax (814) 234-6697

# **LEASE**

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

1.	NAMES OF LANDLORD AND TENANT Name of the landlord: ASSOCIATED REALTY PROPERTY MANAGEMENT agent for: OWNER
	Name(s) of the tenants:
2.	LEASED PREMISES The <i>leased premises</i> is the place that the <i>landlord</i> agrees to lease to <i>tenant</i> . The leased premises is:
3.	STARTING AND ENDING DATES OF LEASE AGREEMENT
	This lease starts on: at 12:00 Noon. This lease ends on: at 8:00 AM.
	The first rent installment is due on:
4.	RENT The amount of rent due is for the lease term, which is divided into equal installments of:
	<b>Tenant</b> agrees to pay the rent in advance on or before the 1st day of each month. <b>Landlord</b> does not have to ask <b>(MAKE DEMAND UPON)</b> tenant to pay the rent. <b>Tenant</b> agrees to pay the rent by first class mail postage prepaid or in person to <b>landlord</b> at the place specified by <b>landlord</b> . All delinquencies and prior balances (i.e. late fees, maintenance charges, etc.) will be deducted from rental payment before the current month's rent account is credited.
	Tenant agrees to pay a LATE CHARGE of \$ 5.00 per day if tenant does not pay the rent on time. If

tenant mails the rent to landlord, payment must reach our office by the 1st of the month.

## 5. SECURITY DEPOSIT

**Tenant** agrees to pay a security deposit of \_\_\_\_\_ **Tenant** agrees to pay the security deposit to **landlord** within five (5) business days of lease signing and before **landlord** gives possession of the leased premises to **tenant**.

**Landlord** can take money from the tenant's security deposit to pay for any damages caused by **tenant**, **tenant's** family and **tenant's** guests. **Landlord** may take the security deposit to pay for any unpaid rent.

After taking out for damages and unpaid rent, **landlord** agrees to send to **tenant** any security deposit money left over. **Landlord** will send the remaining security deposit money to **tenant** no later than 30 days after the lease ends and **tenant** leaves. **Landlord** also agrees to send to tenant a written list of damages and amounts of money taken from the security deposit.

**Tenant** agrees to give **landlord** a written forwarding address when **tenant** leaves and lease ends. **Tenant** may not use the security deposit as payment of the last month's rent.

# 6. LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give tenant possession of the leased premises on the starting date of the lease. The lease will start even if landlord cannot give tenant possession of the leased premises because the prior tenant is still in the leased premises or the leased premises is damaged. IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PREMISES TO TENANT.

# 7. DAMAGE TO LEASED PREMISES

**Tenant** agrees to notify **landlord** immediately if the leased premises is damaged by fire or any other cause. **Tenant** agrees to notify **landlord** if there is any condition in the leased premises that **could** damage the leased premises or harm **tenant** or others. If **tenant** cannot live in the whole leased premises because it is damaged or destroyed, **tenant** may:

i. live in the undamaged part of the leased premises and pay less rent until the leased premises is repaired.

#### OR

ii. end the lease and leave the leased premises.

**Tenant** agrees that if the leased premises is damaged or destroyed and the **tenant** ends the lease, **landlord** has no further responsibility to **tenant**.

#### 8. INSURANCE

**Landlord** agrees to have insurance on the building where the leased premises is located. **Tenant's** own property is **not** insured by **landlord's** insurance. **Tenant** is responsible for **tenant's** own property that is located in the leased premises.

# 9. ASSIGNMENTS OR SUBLEASES BY TENANT

**Assignment** or **assign** are the legal terms for a transfer of the lease from the **tenant** to another person. This other person then becomes the **landlord's** new **tenant** and takes over the lease. **Tenant** agrees not to transfer **(assign)** this lease to anyone else without the written permission of **landlord**. A **sublease** is a separate lease between the **tenant** and another person who leases all or a part of the leased premises from the **tenant**.

**Tenant** agrees not to lease (*sublease*) all or any part of the leased premises to anyone else without the written consent of **landlord**. **Tenant** agrees that if tenant transfers this lease (*assigns*) or leases all or a part of the leased premises to another (*sublease*), **tenant** has violated this lease.

## 10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

**Landlord** is responsible for all damage to property or injury to people caused by **landlord** (or **landlord's** representatives) intentional or negligent acts at the leased premises. **Tenant** is responsible for all damage to the leased premises and injury to people caused by **tenant**, **tenant's** family or guests.

**Tenant** agrees that **landlord** is not responsible to **tenant, tenant's** family or guests for damage or injury caused by water, snow, or ice that comes on the leased premises unless **landlord** was negligent.

## 11. USE OF LEASED PREMISES

**Tenant** agrees to use the leased premises only as a residence. **Tenant** agrees to obey all federal, state and local laws and regulations when using the leased premises. **Tenant** agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

**Tenant** agrees not to do any activities in or around the leased premises which could harm anyone or damage any property.

**Tenant** agrees that **tenant** will not allow additional people to occupy the leased premises without the written permission of **landlord**.

## 12. RULES AND REGULATIONS

**Tenant** agrees to obey all rules and regulations for the leased premises. If **tenant** violates any rules or regulations for the leased premises, **tenant** violates this lease.

# 13. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES (SUBORDINATION)

**Subordinate** and **subordination** are legal terms that mean that this lease does not have any effect upon the rights of **landlord's** mortgage company. In other words, **tenant's** rights under this lease are **subordinate** to **landlord's** mortgage company. If **landlord** does not make the mortgage payments, the mortgage company may have the right to end the **landlord's** ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease *may* end.

**Tenant** agrees that **landlord** has the right to mortgage the leased premises. If **landlord** has a mortgage on the leased premises now, or if **landlord** gets a mortgage in the future, **tenant** agrees that this lease is **subordinate** to the **landlord's** mortgage.

## 14. CARE OF LEASED PREMISES

At all times, **tenant** shall keep the rental property clean and orderly. If unit is not kept in satisfactory condition as determined by **landlord**, **tenant** agrees to pay for professional services rendered. **Tenant** is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. **Tenant** agrees to pay for any damages caused by **tenant**, **tenant's** family and **tenant's** guests. **Tenant** agrees to turn over possession of the leased premises to **landlord** when the lease ends.

# 15. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

**Tenant** agrees that **landlord** and **landlord's** representatives have the right to enter the leased premises at reasonable times. **Landlord** and **landlord's** representatives have the right to inspect, to make repairs, to do painting, maintenance, or remodeling/renovations, and to show the leased premises to others.

# **16. UTILITY SERVICES**

**Landlord** and **tenant** agree to pay for the charges for utilities and services supplied to the leased premises as follows:

Television Cable Internet  Electric to premises  Water Service  Sewer Service  Refuse Collection		
Electric to premises Water Service Sewer Service Refuse Collection		
Water Service Sewer Service Refuse Collection		
Sewer Service Refuse Collection		
Refuse Collection		
N ( ) 10		
Natural Gas		
Propane Gas		
Oil		
Oil-Company name		
Water Softener Charges		
Lawn Maintenance		
Snow Removal		
Leaf Removal		
Parking		
Other1		
Other2		
Other3		

**Landlord** has the right to turn off temporarily any utility or other service to the leased premises in order to make repairs or do maintenance.

## 17. GOVERNMENTAL POWER OF EMINENT DOMAIN

**Eminent domain** is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government. If any part of the leased premises (or the building within which the leased premises is located) is taken or made unavailable as result of Eminent Domain, Government Powers, including applications or interpretations of law (whether existing before or after the date of this lease), **Landlord** and **Tenant** agree to release each other from any responsibility and/or liability due to the leased premises being unavailable."

# 18. VIOLATIONS OF THIS LEASE

When either **landlord** or **tenant** does not do something that they have agreed to do, it is a **violation** of this lease. If **tenant** violates this lease, **tenant** may lose **tenant**'s security deposit. If **tenant** violates this lease, **landlord** also can sue **tenant** for other expenses and may sue to evict **tenant**.

Each tenant should not sign this lease unless each tenant has read and clearly understands the information in this section about lease violations.

X This IS a JOINT AND SEVERAL LEASE

This IS NOT a JOINT AND SEVERAL LEASE

If this is **NOT** a **JOINT AND SEVERAL LEASE**, then **the landlord can only sue one tenant for that tenant's violation of the lease**.

If this **IS** a **JOINT AND SEVERAL LEASE**, it means that **all** the tenants as a group and **each** of the tenants as an individual are responsible to landlord for **all** of the agreements of this lease. For example, if the rent is not paid, landlord can sue **all** of the tenants (**jointly**) for any unpaid rent. **Or**, landlord can bring a suit against **any** one tenant separately (**severally**) for all of the unpaid rent.

# TENANT VIOLATES THIS LEASE IF TENANT:

- 1) Fails to pay rent or other charges to landlord on time or,
- 2) Leaves (abandons) the leased premises without the landlord's permission before the end of the lease or,
- 3) Does not leave the leased premises at the end of the lease or,
- 4) Does not do all of the things that tenant agreed to do in this lease.

If tenant violates the lease, each tenant agrees to waive NOTICE TO QUIT. This means that the landlord may file a complaint in court asking for an order evicting each tenant from the leased premises without giving each tenant NOTICE TO QUIT first. Landlord does NOT have the right to throw tenant out of the leased premises (SELF-HELP EVICTION). The landlord can ONLY EVICT TENANT BY COURT ACTION.

The **landlord** does *not* have the right to sue in court for eviction unless a tenant has violated the agreements in this lease. Even though each tenant is waiving **NOTICE TO QUIT**, each tenant will have a chance in court to challenge the **landlord's** claim for eviction.

If **tenant** violates the lease agreement, the **landlord** may sue each tenant in court:

- 1. To collect overdue rent, late charges and money damages caused by tenant's violation of the agreements in this lease.
- 2. To recover possession of the leased premises (eviction).
- 3. To collect for unpaid rent until the end of the lease or until another person takes possession of the leased premises as a new tenant.

**Tenant** agrees that **landlord** may receive **reasonable attorneys fees** as part of a court judgment in a lawsuit against **tenant** for violation of the agreements of the lease. **Tenant** agrees that landlord may receive from **tenant** fees charged by a collection agency for violation of the agreements of the lease.

# 19. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT

**Landlord** and **tenant** agree that the additional agreements marked with a "yes" are part of this lease agreement.

CHECK-IN AND CHECK-OUT PROCEDURES
RULES AND REGULATIONS
TENANT'S RIGHT TO CONTINUE LEASE
GUARANTY
SECURITY DEPOSIT TRANSFER AGREEMENT
SECURITY DEPOSIT INSURANCE

The Lessee(s) has/have five (5) business days to return the parental guaranty agreements to Lessor or the Lessor may, at its option, declare the lease null and void upon providing written notice to the Lessee(s).

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE, AND HAS INSPECTED THE LEASE PREMISES.

DATE SIGNED BY LANDLORD:		
	LANDL	ORD:
	ASSOCIATED	REALTY PROPERTY MANAGEMENT
DATE SIGNED BY TENANT(S):		
	TENAN	JT(S):

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# **RULES AND REGULATIONS**

The Following Rules and Regulations are part of the Lease Agreement between **Landlord** and **Tenant**. As set out in paragraph 12 of the Lease Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms and conditions of the Lease Agreement and the nonbreaching party shall be entitled to exercise any or all of the remedies provided in the Lease Agreement.

- 1. Rent is payable to Associated Realty Property Management, 456 East Beaver Avenue, Suite 101, State College, PA 16801. Rent is due on the 1st of the month. If the rent is not paid on time, late charges of \$5.00 per day will accrue. Overpayments on accounts will be returned along with security deposit refunds.
- 2. To facilitate a smooth check-in, we ask that you pay your first rent installment by the first of the month prior to the commencement date, regardless of the actual commencement day of the lease. No keys will be issued until after the first rent installment is paid.
- 3. If your apartment is not cleaned when you take possession, please call the rental office immediately and we will take care of the cleaning. DO NOT CLEAN IT YOURSELF. We will not reimburse you for cleaning it yourself and you would still be responsible for leaving the apartment clean when you vacate. You are responsible to report pre-existing damages on your move-in inspection form.
- 4. A 24-hour emergency maintenance service is available. An emergency would be any of the following situations: fire, water leaks, backed-up toilets if you have just one bathroom, no heat, or vandalism. All maintenance tenant charges must be paid or disputed within 30 days of the statement date. Vandalism to windows, doors, balconies, etc. will be charged to the **Tenant** regardless of whether the vandal is known or unknown. If **Landlord** finds tenant damages to a unit, repairs will be scheduled immediately and **Tenant** will be charged accordingly. Tenants are strongly encouraged to obtain renter's insurance for their personal property and damages caused to other units.
- 5. NO ANIMALS OF ANY KIND SHALL BE CARRIED OR KEPT IN OR ABOUT THE LEASED PREMISES. Should a **Tenant OR Guest** keep or permit to be kept said animal or pet on the premises, the said **Tenant** agrees to pay to **Landlord** the sum of \$50.00 for each day or part of day that each animal remains on the premises. The **Tenant** further agrees that **Landlord** shall have the sole and exclusive right to determine if the premises need to be exterminated upon finding an animal of any kind on the premises and in that event, **Tenant** agrees to pay all costs reasonably required thereby.
- 6. If **Tenant** occupies the premises beyond the ending date of the Lease Agreement, a charge of \$200.00 per day will be levied against the **Tenant** for each day or part of day beyond the ending date.
- 7. The security deposit provided shall be retained by the **Landlord** and administered in accordance with all applicable statutory requirements as security for **Tenant's** faithful performance of all lease terms, covenants and conditions. Security deposit will be deposited by the second (2nd) banking day in an escrow account at Northwest Savings Bank. On the second (2nd) anniversary, the deposit (if it exceeds \$100.00) will be deposited in an interest-bearing account. Any interest paid at a rate of one percent (1%) or lower will be retained by the Agency for Bookkeeping. The balance of the interest will be paid to the **Tenant**, as required by Pennsylvania Law. One check will be made payable to all persons signing this lease, mailed to a forwarding address which must be furnished by **Tenant** in writing.
- 8. Drinking of alcoholic beverages and smoking is prohibited in the stairways, hallways, lobby area, elevators and the laundry area of all buildings. **Tenant** and **Tenant's** guests and invitees shall not be permitted to engage in social gatherings in common areas of the building. No **Tenant, Tenant's** guests, or invitees shall be permitted to consume alcoholic beverages in the common areas of the building. Violation of this rule and any other rules and regulations, including rules of the Homeowner's Association, shall be deemed a breach of the Lease Agreement.
- 9. **Tenant** shall not make or permit any disturbing noises to be made in the building by himself, members of his family, guests, or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. **Tenant** shall not play musical instrument, stereo, television or radio at a disturbing level on the premises between the hours of eleven o'clock p.m. and eight o'clock a.m. of the following day.
- 10. Housing permits may be suspended when **Tenants**/guests violate local ordinances/laws. Points are assigned to the property for each incident of a violation. If enough points are accumulated and the permit is suspended, the rental unit must be vacated and may not be occupied by anyone else during the suspension period. If this occurs, **Tenant** is still responsible for the rental and utility payments through the end of the lease term. Also a charge of \$200 will be assessed for each point assessed against the property.

- 11. **Tenant** shall keep the premises in a good state of preservation and cleanliness and shall provide appropriate non-flammable containers for trash and rubbish. **Tenant** shall keep the common areas of the premises free from litter by depositing trash and rubbish into the designated common waste disposal containers, dumpsters, trash chutes, or recycling bins. **Tenant** may be charged if trash is left in the common areas and not disposed of properly. No articles whatsoever may be placed, hung, shaken, or thrown from balconies, windows, halls, elevators, or stairways. Any balcony violation will result in your loss of balcony privileges. Access to the balcony will be prohibited for the remainder of the lease term. **Tenant** is responsible for all costs associated with closing off the balcony.
- 12. Porch furniture only permitted on porches and balconies. No interior furnishings can be taken outside. Garbage cans, bicycles, laundry, or any other articles may not be placed on porches and balconies. No trampolines permitted.
- 13. The commode and other water apparatus shall not be used for any other use than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by the **Tenant** upon whose premises it shall have been caused.
- 14. **Tenants**, guests or children shall not play in the public halls, entrances, stairways or basements and children shall not be left unattended in such places. **Tenants**, guests or children shall not ride bicycles anywhere within the building. Any damage caused by children or **Tenants** or guests shall be the responsibility of the **Tenant** whose name appears on the lease.
- 15. **Tenant** will not add, remove, or change any locks without the prior written consent of Owner or Owner's Agent. Always lock door when leaving and carry your keys with you. It is **Landlord's** policy to lock doors behind them when entering to perform maintenance, showings, or inspections, regardless of whether the door was locked or unlocked when they arrived.
- 16. Should the **Tenant** observe a low battery condition or find that any fire detection device is inoperable, it is **Tenant's** responsibility to report the condition to the management company within twenty-four (24) hours by e-mail or telephone. **Tenant** is prohibited from tampering with any smoke detector, or any smoke detector battery, or any of the fire safety equipment within the apartment, or any of the common areas of the building. If **Tenant** or any of the **Tenant's** guests or invitees tampers with or discharges a fire extinguisher or an alarm system, the costs of recharging the fire extinguisher will be billed to the **Tenant** and the cost of resetting the alarm and any charges from the Borough of State College or fire companies will be billed to the **Tenant**. If **Tenant** disables or tampers with a smoke detector or other fire safety device there will be an automatic charge of \$150.00 for each infraction and such infraction may be considered a default under the terms of this lease.
- 17. Tampering with any fire alarm apparatus is in violation of the criminal statutes. Violation of this law may result in a fine of up to \$2500.00 and one year imprisonment. If tenant activates the fire alarm system by cooking or any other means, tenant will be charged to reset the alarm.
- 18. **Tenant** will maintain a minimum temperature of 55 degrees F in all heated rooms of the dwelling. Also, upon leaving the premises for any extended period of time, **Tenant** shall provide for daily inspection of the premises. This inspection shall include checking on the heating system to insure that proper heat levels are being maintained. No alternate heating sources, including but not limited to, kerosene heaters, space heaters, wood burners, coal burners, and fireplace units, shall be permitted to be operated within the Leased Premises without prior written consent of **Landlord**. Any alternate heating source that currently exists in the leased premises shall be itemized in the lease and shall be inspected and cleaned annually as required. Such inspections/cleaning shall be at the **Landlord's** expense and coordinated by **Landlord**/Agent. **Tenant** agrees to cooperate with **Landlord**/Agent regarding such inspections/cleaning.
- 19. No adhesives should be used to hang pictures. A small nail can be used. **Tenant** shall not install shelving, wallpaper, paint or alter in any way the features of the Leased Premises without the prior consent in writing of **Landlord**. Spackling for an excessive amount of holes may be charged to the **Tenant**.
- 20. Dwelling Keys will be loaned only during business hours from 8:30 a.m. to 5:00 p.m. Monday through Friday. Keys must be obtained at the rental office. A \$5.00 deposit and proof of I.D. is required. No keys will be furnished after business hours or on weekends or holidays. If the loaned keys are not returned within 24 hours, a charge of \$100.00 will be levied against the **Tenants**.
- 21. **Tenant** shall furnish all bulbs including appliance bulbs and track bulbs. Tenants shall not use any halogen light bulbs within any light fixtures in the leased premises. The presence or use of candles, incense burners, or other open flame devices is prohibited.
- 22. A \$50.00 fee will be levied on all non-collectable funds. Returned checks will not be redeposited. **Tenant** must cover the returned check with cash, money order or a certified check. Late charges will continue to accrue until the rent is paid in full.

- 23. All bicycles shall be kept in bike racks or designated areas if those areas are provided by owner.
- 24. All motor vehicles shall be parked in designated areas. A charge of \$100.00 will be assessed if they are found inside the rental unit or on the grass. They must also have current inspections and registrations. **Tenant** must carry insurance on the vehicle. Landlord assumes no responsibility for vandalism or damage to vehicle.
- 25. The use of charcoal or flammable gas grill is not permitted in the Leased Premises or on any balcony, patio or other common area on the property upon which the Leased Premises are located. A charge of \$100.00 will be levied if grills are found on balconies.
- 26. No window treatments, awnings, draperies or umbrellas shall be installed in the Leased Premises without the prior consent in writing of **Landlord**.
- 27. No waterbed shall be permitted within the Leased Premises. If unit is furnished, all furniture must remain in the unit at all times.
- 28. **Tenant** shall not go upon the roof of the building within which the Leased Premises are located and shall not enter any area clearly designated as being closed to tenants and others. **Tenant** agrees not to enter mechanical rooms. Trespassing on the roof area for any purpose shall be in default under the terms of this lease, and will result in an automatic \$225 charge for roof inspection.
- 29. No radio or television reception devices such as antennas or satellite dishes shall be installed upon the Leased Premises or in the common areas around the Leased Premises without written consent of **Landlord**.
- 30. No hot tubs or swimming pools permitted without written permission from the Landlord.
- 31. **NO KEGS**. **Tenant** acknowledges that their rental unit is located in a property in which the owner or condominium association prohibits kegs in excess of five gallons. A charge of \$200 per keg per day will be charged, regardless of whether the keg is empty or full when found. Kegs are not permitted anywhere on the building premises, including patios, porches, balconies, lawns and parking areas.
- 32. **Tenant** shall become familiar with and observe all posted security regulations and all posted fire escape of evacuation routes and all fire exits. Questions concerning security and fire procedures should be directed to **Landlord** without delay.
- 33. **Tenant** agrees to give right of entry to pest control vendors when extermination is scheduled. In addition, **Tenant** agrees to follow all provided instructions in preparing the unit for spraying or a \$25.00 charge will be levied.
- 34. **Tenant** will not permit a non-tenant to remain in the leased premises overnight without the consent of the **Landlord** and roommates.
- 35. Due to a code regulation, many of the buildings have sprinkler heads in the units. Regulations do not enable multiple shut-off valves on the system. If one of the heads is activated, 15 gallons of water per minute will flow from the sprinkler. Please be extremely careful with heating devices or open flames in the area of the sprinkler heads. IF THE SPRINKLER SYSTEM GOES OFF DUE TO TAMPERING WITH THE SYSTEM, THE RESIDENTS OF THE CONDO WILL BE HELD RESPONSIBLE FOR ANY DAMAGE! Our maintenance personnel or the fire department must be called immediately to shut off the system.
- 36. If **Tenant** sublets as described in Paragraph 9 of the Lease Agreement, a \$50 sublet fee will be charged per sublet agreement.
- 37. Do not install air conditioners or other electrical appliances without written permission from the **Landlord**. If permission is granted and the owner pays for your electricity, an additional \$15 per month will be charged beginning on the date installed and ending on the date removed.
- 38 This lease automatically terminates. If a renewal is offered and accepted by the **Tenant** and a renewal lease is signed, **Tenant** agrees that if any violations of the current lease occur by **Tenant** or their guests, **Landlord** reserves the right to terminate this lease and any renewal lease or deny any application at the **Landlord's** sole option upon written notice to **Tenant**. In other words, a violation of the current lease may eliminate any chance for a renewal for the following year.
- 39. USPS Mail Delivery: Although USPS approved individual residence mailboxes are provided in most buildings, Landlord can not guarantee mail delivery to the building. Tenant may need to purchase a PO Box for mail delivery if USPS refuses to deliver mail to the building.

TENANT SHALL BE RESPONSIBLE FOR ALL DAMAGE OR INJURY RESULTING FROM ANY VIOLATION OF THESE RULES AND REGULATIONS. FOR THOSE BUILDINGS THAT HAVE SURVEILLANCE, ALL COSTS ASSOCIATED WITH MONITORING WILL BE PASSED ON TO THE TENANTS IF THEY OR THEIR GUESTS ARE FOUND TO HAVE VIOLATED THE LEASE TERMS.

#### Lead Based Paint Hazard

- 1) Landlord is required by Federal law to disclose to the tenant(s) information about lead based paint hazards at the leased premise.
- 2) Each Tenant has received from Landlord a copy of the pamphlet entitled *PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.* 
  - 3) The following marked with an (X) applies to the leased premises:
    - Landlord has no knowledge of any lead-based paint at the leased premises.

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- Landlord DOES have knowledge of lead-based paint at the leased premises. Reports and information about lead-based paint are available during regular office hours for Tenant(s) to read at the office of Landlord.
- 4) The information given by Landlord on this attachment is certified to be true and correct to the best of Landlord's knowledge and belief.

#### **CHECK-OUT PROCEDURE**

- 1. Notify Associated Realty Property Management in advance of your exact moving date. You are required to remove yourself, any persons living with you and your belongings by 8:00 a.m. on the lease ending date. You are responsible for all applicable utility charges until the final day of your lease agreement.
- 2. Provide forwarding address in writing.
- 3. Return all keys to the RENTAL OFFICE when you vacate and obtain a receipt from the agent. Do not leave keys at the rental premises. A minimum \$100.00 charge will be levied if all keys are not returned to the office by 8:00 a.m. on the lease ending date. Remove all personal items. Landlord is not responsible for personal items left behind.
- 4. If unit is carpeted, carpet must be professionally steam-cleaned and free of spots. Receipt from a professional carpet cleaning company must be furnished to management company by 8:00 a.m. on the lease ending date. Carpet must be the last item cleaned prior to vacating the unit. Do not enter your unit after the carpet has been cleaned.
- 5. Hardwood or tile floors must be broom swept and mopped. Garage floor, balcony, porches and decks must be swept. Garage floor and driveway must be free of grease and oil, and any damage caused to the surface areas will be charged to the **Tenant**.
- 6. All furniture must be clean (vacuumed, dusted and polished). Furniture upholstery must be clean and free of stains. All draperies must be dry-cleaned and blinds must be cleaned.
- 7. Stove, microwave, refrigerator, freezer, dishwasher, exhaust fan, windows, air conditioners and bath must be thoroughly cleaned. Do NOT turn refrigerator off; simply turn to lowest setting after defrosting and cleaning. Do NOT use sharp objects to defrost freezers. Tenant will be charged for a new refrigerator if freezer compartment is pierced.
- 8. All light fixtures, doors, radiators and cupboards must be cleaned. All areas must be clean.
- 9. Windows must be washed on inside.
- 10. If rental unit is serviced by oil or propane, and the Tenant is responsible for this fuel, the oil or propane tank will be filled at the beginning of the lease term. Tenant is responsible for leaving the tank filled at the end of the lease term. This rental unit is on a maintenance service contract with the company listed on the tank or on page 4, therefore fuel must be purchased from that company and the account must be put on automatic fill.
- 11. Exterior of premises must be clean and free of debris and lawn must be mowed, leaves must be raked and disposed of and/or sidewalks free of snow and ice, if this applies to your lease.

Charges will be made against your security deposit if the above procedures are not followed. Also, all damages beyond normal wear and tear will be deducted from your security deposit.

NOTE: In cases where there is a partial renewal involving individual leases, the above check-out procedures will also need to be followed. Also, carpets must be professionally steam-cleaned for all renewal units.

(date)	lenant:	

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# ADDENDUM TO LEASE

Lessee agrees that if any violations of the current lease occur by Lessee or their guests, Associated Realty reserves the right to terminate this lease and any new lease or deny any application as not acceptable at the Lessor's sole option upon written notice to the Lessee. In other words, a violation of the current lease may eliminate any chance for a renewal for the following year.

Date:	
X	 X



# **GUARANTY**

	for a monthly rental of
from to	<u>.</u>
se agreement by my son/daughter and guarantee p tenant(s) <mark>for their proportionate share (total mo</mark>	hful performance of all the terms, covenants, and conditions of this payment in full of all sums that may become due and owing landlo whly rent / # of tenants on lease). This guaranty shall remain in inuation or renewal thereof and so long as tenant(s) may owe any some and
MOTHER TO COMPLETE	FATHER TO COMPLETE
Please Print Mother's Name	Please Print Father's Name
Street Address	Street Address
City, State, Zip	City, State, Zip
Contact Phone Number	Contact Phone Number
Email Address	Email Address
Driver's License Number	Driver's License Number
Mother's Signature	Father's Signature
EMPLOYER	EMPLOYER
Name	Name
Street	Street
City, State, Zip	City, State, Zip
tary: (Waived if signed electronically)	On this day
hefore me newsonally of	On thisday appeared known to me (or Satisfactorily proven)to be the person