

TENANTIAL LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made on this day of by and between:

(Called "Landlord")
And

(Called "Tenant")

1. **PREMISES, TERMS & CONDITIONS:** Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord the Premises, including improvements, known as (called the "Premises") in accordance with the following terms and conditions:
 - a. The term of the lease is One (1) Year beginning at 12:00 noon on and ending on 12:00 noon. **This lease agreement will automatically renew for a renewal term of One (1) Year at the ending date of this lease agreement or at the end of any renewal term unless proper notice is given.** Proper notice requires Tenant or Landlord to give at least thirty (30) days written notice of intent to vacate prior to move-out by Tenant. Said notice will be provided to the other party by a) hand delivery, or b) by certified mail/return receipt requested at the addresses provided herein. VERBAL NOTICE IS INSUFFICIENT UNDER ANY CIRCUMSTANCES. Failure to provide the thirty (30) day written move-out notice will result in the forfeiture of Tenant's security deposit and at landlord's discretion, Tenant may be required to fulfill all requirements of this lease (including rent payments) until a new tenant can be found for the Premises and a new Lease Agreement begins.
 - b. Rent is due, and shall be paid, in advance on the first day of each month beginning in the amount of \$ per month. The Tenant will be given a discount in the amount of \$50.00 if the monthly rent payment is received by our office on or before the 5th of each month. TENANT WAVES ANY REQUIREMENT FOR DEMAND FOR RENT.
 - c. Payments to be made promptly (without being demanded) when due to Landlord by mail at: PO BOX 850, COCHRANTON, PA 16314 or in the Drop Box located at 135 North Franklin St, Cochrannton, PA 16314
 - d. Tenant will pay the monthly rent in the full amount due and will not deduct any amounts for any reasons unless Tenant first obtains Landlord's written permission.
 - e. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$ (the "Security Deposit"). Should Tenant, for any reason, not occupy premises as agreed upon, Security Deposit will be retained in full by Landlord.
 - f. Prorated Rent for the period
 - g. Premises will be used only as: Principal Residence. Neither the Premises nor any part of the Premises will be used for the purpose of carrying on business, profession, or trade of any kinds, or for any purpose other than as a private, single-family residence.
 - h. Landlord agrees to pay for the following utility cost: Garbage, Water and Sewage.
 - i. Tenant understands that the Premises is being rented in its present condition. Landlord agrees to supply but not replace, and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following furnishings:
2. **PAYMENT OF RENT:** Tenant agrees to pay the rent and all other charges (which are also considered as additional rent) according to Paragraph 1. If the Landlord accepts rent or other charges after their due date on any occasion, such acceptances will not excuse future late payments or act as a waiver of any of the Landlord's rights. Tenant agrees that all charges, costs, or payments agreed to in this Agreement are considered as additional rent, and Landlord may recover them in the same manner as rent. This includes any "Pet Charges" if applicable. If the Tenant habitually fails to pay rent in full and/or on time Landlord (at its own discretion) may require Tenant to pay rent via Automatic ACH Payment set up by Landlord
3. **CHECKS:** If any check issued to Landlord for payments due under this Agreement is returned by Tenant's or Landlord's bank without payment, for any reason whatsoever, Tenant will pay immediately upon demand the sum of Fifty Dollars (\$50.00) for each time a check is returned. This sum is considered as additional rent. In addition to the charge for returned checks, Tenant will pay appropriate late payment charges. Furthermore,

rents paid by the returned check will not be discounted if a timely payment discount was taken by the tenant in the initial payment. In addition, Landlord may require that Tenant pay all further rent payments by certified check or money order or any other means deemed necessary by the Landlord. If Landlord does this, Tenant agrees to pay all future rent as instructed by Landlord.

4. **TENANT'S RIGHTS TO COMMUNITY:** This Lease does not give Tenant any rights to use the exterior walls of the Premises, the roof, or any other areas except the common walkways, entrances, roads and other areas Landlord provides for use of its tenants. Tenant may use the walkways and roads only for entering and exiting the Premises.
5. **UTILITIES:** Tenant must establish an account with the appropriate utility companies and pay Tenant's bills for the utilities. If Tenant does not do this, Tenant will be in default of this Agreement. Tenant will maintain the temperature in the Premises at the level of no less than 55°F in order to prevent freezing of pipes and any other damage to the Premises. In addition, Tenant shall maintain heat tape on all pipes to avoid freezing of pipes. Tenant agrees that Landlord has the right to temporarily interrupt the service of any utility in the event of an accident or defect affecting the utility in order to make repairs or alterations in the Premises. Landlord will not be liable for any loss sustained by Tenant due to such interruption, or due to any malfunction of utility equipment or power failures or surges. Tenant will not be entitled to any reduction or abatement of rent as a result of any interruptions in or malfunctions of any utility. In addition, Tenant will not be relieved of any of its obligations under this Agreement.
6. **SECURITY DEPOSIT:** Landlord may hold Tenant's security deposit as security for the payment of all rent and other amounts due from Tenant, for the performance of this Agreement, and for application against any damages caused by Tenant, his guests or family to the Premises. The security deposit may not be applied as rent or other amounts due from Tenant without Landlord's prior written consent. The Landlord will return the Security Deposit at the end of the tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act. During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building;
 - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
 - i. any other purpose allowed under this Lease or the Act
 - j. For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

If Tenant's security deposit check is returned for any reason, in addition to the provisions of Paragraph 3, Tenant will replace the security deposit as directed by Landlord within three (3) days of demand by Landlord. If Tenant does not replace the security deposit in accordance with this Paragraph, Tenant will be in default of this Lease.

7. **TENANT'S PROMISES:** Tenant, and all persons on the Premises with Tenant's permission, will:
 - a. use the Premises only as a private residence for Tenant and the members of Tenant's family who are listed in Tenant's Application for Lease. No other persons will live in the Premises without the prior written permission of the Landlord. Further, no guests of the Tenants may occupy the Premises for longer than One (1) week without the prior written consent of the Landlord.
 - b. promptly notify Landlord of all accidents, damages and defects that come to Tenant's attention.
 - c. use in a responsible manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the Premises.
 - d. not deliberately or carelessly destroy, deface damage, impair, or remove any part of the Premises or

- knowingly permit his/her guests, invitees, licensees, or agents to do so.
- e. make no changes, alterations, repairs or improvements to the Premises without first obtaining the written permission of the Landlord. Any improvement made to the Premises will belong to the Landlord and must remain in the Premises, unless otherwise agreed to in writing. If Landlord does not agree in writing that any change, alteration, repair or improvement may remain in the Premises, Tenant will return the Premises to its original condition prior to vacating.
 - f. not keep explosive, dangerous or flammable materials that might unreasonably increase the danger of fire on the premises or that might be considered hazardous by any reasonable insurance company on or in the Premises.
 - g. understand that Landlord is not required to make repairs to the Premises caused by Tenant's unreasonable, careless or willful conduct or similar conduct by any other person on the Premises with Tenant's permission.
 - h. obey and comply with all federal, state and local laws, ordinances and regulations, including those of the Board of Health or similar agency.
 - i. not behave in a manner which Landlord, in its sole discretion deems improper or objectionable, or which disturbs or annoys others tenants or interferes with their quiet enjoyment of their homes.
 - j. And will ensure that his /her family, guests and all others on the Premises with Tenant's permission do not behave, in a manner which Landlord, in its sole discretion deems improper or objectionable, or which disturbs or annoys others tenants or interferes with their quiet enjoyment of their homes.
 - k. not vacate or desert the Premises during the term of this Agreement or any extension or renewal of this Agreement, or permit the Premises to be empty and unoccupied. With or without written notice. Violation of this section of the lease agreement will result in the forfeiture of Tenant's security deposit and at landlord's discretion, Tenant may be responsible for all actual damages incurred by Landlord resulting from Tenant's vacating of Premises. Tenant's obligation will include continuing rent for the remainder of the term of this agreement, less any rent, if any, received from a subsequent tenant.
 - l. not do or allow to be done, any act that may cause Landlord's insurance to become void or suspended, or the rate increased. If insurance premiums on the Premises increase because of any action, conduct or omission of Tenant, Tenant's guests, or anyone invited to the Premises by Tenant, Tenant agrees to pay any such increases.
 - m. test fire/smoke detectors in the Premises monthly, or more frequently if recommended by the manufacturer, pay for and replace batteries in all fire/smoke detectors, and notify Landlord immediately if Tenant finds that any fire/smoke detector is not working properly. Tenant assumes all liability for testing and reporting.
 - n. not use or keep in the Premises any machinery, equipment, appliances or instruments that are harmful to the Premises or disturbing to other tenants.
 - o. not use or keep weights or exercise equipment in the Premises that are heavier than the safe carrying capacity of the Premises.
 - p. not use or keep a waterbed in the Premises without first obtaining Landlord's written consent
 - q. will keep the Premises reasonably clean inside and out. This includes mowing of grass and keep yard area (if applicable) free of weeds, junk and clutter.
 - r. will not engage in any illegal trade or activity on or about the Premises
 - s. will park in only the spaces allotted to Tenant. Parking facilities are provided at Tenant's own risk. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted on the Premises and such vehicles may be towed away at the Tenant's expense.
 - t. the hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
 - u. Boots and rubbers which are soiled or wet should be removed at the entrance to the building in which the Premises are located and taken into the Tenant's Premises.
 - v. Carpets should be professionally steam cleaned on a yearly basis and at the termination of this Lease Agreement or the Landlord may charge the Tenant or deduct the cost of having the carpets

professionally steam cleaned from the Security Deposit.

w. NO SMOKING WILL BE PERMITTED INSIDE THE PREMISES. TENANT WILL BE SUBJECT TO CHARGES, DAMAGES, AND EVICTION PROVISIONS OF THIS LEASE IF THIS PROVISION IS VIOLATED. IF THERE IS ANY EVIDENCE OF SMOKING IN THE LEASED PREMISES AT ANYTIME DURING THE LEASE, THE SECURITY DEPOSIT WILL BE FORFEITED. This pertains to Tenants, his /her family, guests and all others on the Premises with Tenant's permission

8. **EARLY POSSESSION:** If Landlord allows Tenant to occupy the Premises prior to the beginning of the term of this Agreement, such occupancy will be conditioned on and subject to all of the terms of this Agreement, and Tenant will pay, prior to occupying the Premises, rent pro-rated for period of the early occupancy.
9. **DELAYED POSSESSION:** If Landlord is unable to give Tenant possession of the Premises within fifteen (15) days after the beginning of the term of this Agreement, for any reason not caused by Tenant or Tenant's agents, Tenant will have the choice of:
 - a. ending this Agreement and recovering rent and/or security deposit (without charge or interest) and any other money already paid; or
 - b. delaying the beginning of the term until Landlord is able to give possession. No rent will be due until possession is available.
 - c. Landlord is not liable for damages where failure to deliver possession is due to conduct of a prior tenant in refusing to vacate the Premises, or any other causes beyond Landlord's control.
10. **INSURANCE:** Tenant understands and agrees that:
 - a. Landlord's insurance does not cover Tenant, Tenant's property, and guests of Tenant or their Property.
 - b. Tenant will, prior to taking possession of the Premises, obtain fire and liability insurance (called "renter's insurance") to protect Tenant, Tenant's Property, and guests who may be injured while on the Premises. Tenant will keep the renter's insurance in place and effective, and will pay all premiums for it, during the term of this Agreement. Tenant will provide Landlord a copy of the renter's insurance policy if requested by Landlord.
 - c. Tenant will not make any claims against Landlord or Landlord's insurance carrier for any damages or losses to Tenant's personal property, or the personal property of Tenant's family, or anybody in the Premises with Tenant's permission, or for any injuries incurred in connection with the use of the Premises.
11. **REPAIRS:** Tenant is responsible for the costs of all repairs to the Premises and any equipment, appliances or other property of Landlord which result from the action or omission of Tenant, Tenant's family or anybody in the Premises with Tenant's permission. The cost of these repairs will constitute additional rent. Tenant will pay these costs to Landlord upon demand.
Landlord will not be liable for any damage to any of Tenant's property unless the damage is caused by Landlord's intentional acts.
12. **NO PETS:** Tenant will not keep, bring or allow any pets or animals of any kind on the Premises without first obtaining the written permission of Landlord. Upon Thirty (30) days' notice, Landlord may revoke any consent previously given pursuant to this clause.
13. **INSTALLATION OF AUDIO/VISUAL EQUIPMENT:** Tenant's installation of certain types of visual/audio reception devices, including, but not limited to, satellite dishes, inside or directly outside the Premises is subject to certain restrictions. Tenant may not install such a device without first obtaining Landlord's written consent.
14. **AUTOMATIC RENEWAL:** Unless Tenant or Landlord gives the other Thirty (30) days written notice prior to the end of the initial term of this Agreement, this Agreement will renew on like terms for an additional period of One (1) Year. After the renewal, this Agreement will continue to automatically renew on like terms for additional periods of One (1) Year each until it is terminated according to Paragraph 15 of this Agreement, or either party gives the other Thirty (30) days written notice prior to end of the then current term that this Agreement will not renew.
Upon notice to Tenant at least Thirty (30) days before the end of a term, Landlord may increase the rent payable by Tenant and/or change any other terms of this Agreement. The change(s) of which Landlord gives Tenant notice will be effective at the beginning of the next term.
If Tenant notifies Landlord in writing more than Thirty (30) days prior to the end of the then current term that Tenant does not accept the change(s), this Agreement will not renew, but will end at the end of the then current term. Tenant should vacate premises at the end of the then current term. If Tenant does not notify Landlord in writing that Tenant will not accept the change(s), or if Tenant remains in the Premises after the end of the then current term, Tenant will be deemed to have accepted the changed term(s).
15. **EARLY TERMINATION:** If Tenant desires to terminate this Agreement earlier than the expiration of then

current term, then Tenant must do all of the following:

- a. Give Landlord proper written notice (described below); and
- b. Pay rent through the end of the month in which the termination date occurs; and
- c. Return keys to Landlord the day of moving out; and
- d. Leave the Premises in good condition when moving out; and
- e. Pay when Tenant gives Landlord the notice, and in addition to rent owed through the termination date, liquidated damages. (This shall not be deemed a penalty).
- f. If Tenant gives Landlord at least sixty (60) days written notice prior to the early termination date, the liquidated damages Tenant must pay will be equal to two month's rent for each year agreed to by Tenant and Landlord in Paragraph #1 or #14 above, depending on whether the lease is currently in the initial term or a subsequent renewal term and must be paid at the time of written notice. If Tenant gives notice other than on the first (1st) day of a month, the notice will not be effective until the first (1st) day of the next month.
- g. If Tenant gives Landlord written notice at least thirty (30) but fewer than sixty (60) days prior to the chosen early termination date, the liquidated damages Tenant must pay will be equal to four months' rent for each year agreed to by Tenant and Landlord in Paragraph #1 or #14 above, depending on whether the lease is currently in the initial term or a subsequent renewal term and must be paid at the time of written notice. If Tenant gives notice other than on the first (1st) day of a month, the notice will not be effective until the first (1st) day of the next month.

IN THE EVENT THAT TENANT FAILS TO COMPLY WITH ANY OF THE REQUIREMENTS OF THIS PARAGRAPH 15, THIS EARLY TERMINATION OPTION WILL BE VOID AND TENANT WILL BE RESPONSIBLE FOR ALL ACTUAL DAMAGES INCURRED BY LANDLORD RESULTING FROM TENANT'S VACATING THE PREMISES. TENANT'S OBLIGATION WILL INCLUDE CONTINUING RENT FOR THE REMAINDER OF THE TERM OF THIS AGREEMENT, LESS ANY RENT, IF ANY, RECEIVED FROM A SUBSEQUENT TENANT.

16. **LANDLORD'S RIGHT OF ENTRY:** Tenant will permit Landlord or Landlord's agents, including prospective buyers, to enter the Premises at reasonable hours and upon reasonable notice for any reasonable and lawful purpose. In the event of an emergency, Landlord may enter the Premises without notice. Tenant will permit Landlord to show the Premises to prospective tenants' at all reasonable times, after Landlord or Tenant have given written notice to end this Lease. Tenant will permit Landlord to place sale, rent or information signs on or near the Premises to inform the public that the Premises is available for sale or rent.
17. **DEFAULT BY TENANT:** The nonpayment of rent, late fees or other charges which Tenant is obligated to pay, when due, or a failure to comply with any provision of this Agreement or any Rule or Regulation of Landlord, will constitute a default of this Agreement by Tenant. If Tenant has made any false statements to Landlord during the application process or on the Application for Lease, Tenant will be in default of this Agreement. If any family member, guest, invitee, or other person in the Premises with Tenant's permission violates any provision of this Agreement, or any of Landlord's Rules and Regulations, such violation will constitute a default of this Agreement by Tenant. If Tenant becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, or files a petition for receivership, Tenant will be in default of this Agreement. If Tenant is in default of this agreement Tenant gives Landlord permission to use any and all personal information provided in any means necessary to acquire information necessary to collect funds due.
18. **WAIVER OF NOTICE TO QUIT: TENANT WAIVES THE REQUIREMENT OF ANY NOTICE TO QUIT OR VACATE AS OTHERWISE REQUIRED BY LAW.** This means that Landlord may demand that Tenant vacate the Premises immediately without any prior notice when this Agreement ends, or if Tenant is in default of this Agreement.
19. **LANDLORD'S REMEDIES:** If Tenant commits any act which constitutes a default of this Agreement; Landlord will be entitled to the following remedies:
 - a. Landlord or its representative may file a legal action of eviction pursuant to the Pennsylvania Landlord/Tenant Act.
 - b. Landlord or its representative may file a legal action for rent, damages, and other amounts due from Tenant.
 - c. Landlord or its representative may pursue any other remedies available to it under law for possession of the Premises, rent and all damages and charges due from Tenant.
 - d. Landlord may use any or all of these remedies against Tenant. Landlord's use of one remedy does not prevent Landlord from using another.
20. **DEFAULT AND RIGHT OF ENTRY:** If Tenant abandons or vacates the Premises, or if Tenant is evicted

because of Tenant's violation of any provision of this Agreement, or any Rule or Regulation, Landlord may re-enter and take possession of the Premises.

Landlord's re-entry will not be construed as an acceptance of Tenant's abandonment or a waiver of any breach. In no event will Landlord's re-entry terminate Tenant's liability to Landlord under this Agreement. Tenant will remain liable to Landlord for all rent, rent loss, vacancy loss and/or damage which may be due or sustained prior to Tenant's eviction or vacating of the Premises.

Tenant will also be liable to Landlord for damages in the amount of the rent due under this Agreement for the balance of the term, less any amount, if any, received by Landlord during the term from others to whom the Premises may be rented. Landlord may re-rent the Premises on such terms and conditions and at such rent amounts as Landlord, in its sole discretion, deems proper, reasonable and advantageous.

Tenant is also liable to Landlord for all costs and expenses related to re-renting, including but not limited to, painting and cleaning costs, advertising costs, agent's (broker's) fees, utility costs incurred by Landlord until the expiration of the term of this Agreement. All of the damages and costs shall be immediately payable to Landlord upon demand.

21. **ATTORNEY'S FEES:** If Landlord employs an attorney as a result of Tenant's non-payment of rent, or other amounts due, or for violations of any other term or condition of this Agreement, or any Rule or Regulation, Tenant agrees to pay to Landlord, as additional rent, reasonable attorney's fees, court costs, expenses or other expenditures incurred by Landlord. Tenant will pay these legal fees upon demand whether or not Landlord initiates a legal action against Tenant. All rents including the monthly rent and additional rent will bear interest at the rate of Twelve percent (12%) per annum from the due date until paid. If Landlord employs an attorney to defend against any claim or demand brought by or on behalf of Tenant, Tenant agrees to be responsible for and pay or reimburse Landlord for all attorney's fees and court costs incurred by Landlord, even if no legal action is filed. If Landlord employs an attorney to defend against any claim or demand made by a third party which results from any action or omission of Tenant, or Tenant's family or guests or any other person on the Premises with Tenant's permission, Tenant agrees to be responsible for and pay or reimburse Landlord for all attorney's fees and court costs incurred by Landlord, even if no legal action is filed.
22. **DAMAGE BY FIRE OR OTHER CASUALTY**
- a. **No Fault by Tenant:** If the Premises is damaged by fire or other casualty which does not result from any act or omission of Tenant, his family, guests or visitors, Landlord will repair it within a reasonable time, and rent will continue to be paid by Tenant unless the damage cannot be repaired within sixty days and/or makes the Premises uninhabitable. If the Premises cannot be repaired within sixty days, this Agreement will terminate and Tenant, upon payment of all rent due to the date Tenant surrenders the Premises, will not be liable for further rent. If the damage can be repaired within sixty days, Landlord may, at its option, repair it with reasonable promptness. In this event, Tenant will be entitled to an appropriate reduction in rent. The amount of the reduction will be at Landlord's sole discretion. Tenant will not be entitled to any other amounts, including incidental damages, from Landlord as a result of the damage.
- b. **Fault by Tenant:** If the Premises is damaged by fire or other casualty that does result from any act or omission of Tenant, his family, guests or visitors, Tenant will be responsible for damages. Tenant will also remain liable to Landlord for all rent, rent loss, vacancy loss and/or damages which may be due or sustained. Tenant will also be liable to Landlord for damages in the amount of the rent due under this Agreement for the balance of the term of this Agreement. Tenant understands and acknowledges that Landlord does not insure, and will not be responsible in any way for, Tenant's personal Premises.
23. **SURRENDER OF PREMISES:** The Tenant acknowledges receipt of the Premises in a good and habitable condition, reasonably safe for occupancy. Tenant agrees to surrender and vacate the Premises at the end of the term in as good condition as when received, except for reasonable wear and tear.
24. **REMOVAL OF BELONGINGS:** At the time Tenant vacates the Premises, Tenant will remove all of Tenant's personal belongings from the Premises. If Landlord has provided a storage facility to Tenant, Tenant will remove all of Tenant's personal belongings from there as well. If Tenant leaves anything in the Premises or storage facility, Tenant will be deemed to have abandoned it. In this case, Landlord may dispose of the item(s) Tenant leaves behind in any manner Landlord chooses without being liable or accountable to Tenant for any amount, claim or deduction. In this case, Tenant will be responsible for all costs Landlord incurs as a result of Tenant's failure to remove all of Tenant's personal belongings from the Premises, storage facility.
25. **HOLDING OVER:** If Tenant remains in the Premises after the expiration of the initial or any renewal term, in addition to any other remedies available to Landlord under this Agreement or Pennsylvania law, Tenant will be liable to Landlord for any damages or other expenses paid or incurred by the Landlord on account of Tenant's

holding over. Tenant will also be liable to Landlord for an amount equal to two (2) times the monthly rent payable by Tenant in this Agreement for each month or partial month Tenant holds over. In the alternative, if Tenant does not vacate the Premises at the end of the then current term, Landlord may treat Tenant's holding over as a renewal of this Agreement for a term equal to the prior term on the new terms and conditions of which Landlord had given Tenant notice.

26. **RULES AND REGULATIONS:** Landlord may make any reasonable rules and regulations that in its sole judgment, Landlord may from time to time deem necessary or desirable. Tenant agrees to comply, and to ensure that his family, guests or visitors comply, with the rules and regulations. Tenant agrees that a violation of any of Landlord's rules and regulations will be a default of this Agreement. All terms of this lease agreement are considered Rules and Regulations and any violation of terms set forth in this lease agreement are considered "Violation of Rules and Regulations."
27. **TENANT INDEMNITY:** If Landlord incurs any obligations, costs, liabilities, claims, damages or losses (including attorney's fees and court costs) which result from Tenant's breach of this Agreement or Tenant's actions or omissions, or from the actions or omissions of Tenant's family, guests, or any other person in the Premises with Tenant's permission, Tenant will indemnify and hold Landlord harmless from all such obligations, costs, liabilities, claims, damages or losses (including attorney's fees and court costs).
- This means that if Landlord pays any money, including court costs and attorney's fees, as a result of Tenant's breach of this Agreement or Tenant's actions or omissions or the acts or omissions of Tenant's family, guests, or other person on the Premises with Tenant's permission, Tenant agrees to be responsible for and will pay or reimburse Landlord all of those payments made or incurred by Landlord, including court cost and attorney's fees.
28. **ASSIGNMENT AND SUBLEASING:** Tenant may not assign or sublease the Premises. Any assignment, sublet, concession or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.
29. **OWNER'S LIABILITY:** No owner, partner, officer, employee, representative or agent of Landlord may be held personally liable in connection with this Agreement or any obligation entered into by or on behalf of Landlord. All claims against Landlord are enforceable solely against the Landlord's interest in the Premises. Landlord and its representatives will not be liable for any Premises damage or personal injury or death occurring in the Premises, unless the damage, injury, or death results from Landlord's or its representatives' intentional acts.
30. **EMINENT DOMAIN:** If part of the Premises is taken (condemned) by any governmental entity or any other authority, the rent shall be reduced proportionately. If all of the Premises is taken or is made unusable, this Agreement will end. In either case, no money paid to Landlord for the Premises will belong to Tenant, even if all or part of the Premises is sold or transferred to the authority. Upon any taking, sale, or transfer, Tenant will peaceably move out of all or part of the Premises as notified.
31. **WAIVER OF RIGHTS:** The decision by Landlord not to require strict compliance with or enforce this Agreement or any Rules and Regulations in place will not constitute a waiver of the terms of this Lease or the Rules and Regulations. The failure or delay by Landlord in enforcing this Agreement or the Rules and Regulations against any of Landlord's other tenants will not excuse Tenant from performance, and will not constitute negligence, an omission, fault or misconduct by Landlord. It will also not operate as a waiver of the Landlord's rights under this Lease Agreement in respect to subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- If Landlord accepts Tenant's payment while Tenant is in default of this Agreement, or the Rules and Regulations, Tenant's default will not be deemed to be waived. In addition, Landlord's right to take action on Tenant's default at any other time during the term of the Lease is not waived or affected.
- Any waiver by Landlord that Tenant claims to exist must be in writing and signed by Landlord.
32. **SUBORDINATION:** This Agreement is subject and subordinate to any mortgage now on the Premises or placed on the Premises after the date of this Agreement. If any legal documents are necessary to make this subordination effective, Tenant agrees to sign and acknowledge the documents when given to Tenant.
33. **SALE OF PREMISES:** If Landlord sells the Premises; Landlord will provide Tenant written notice identifying the new landlord. Tenant understands that Landlord will not have any further responsibility under this Agreement after the Premises is sold to a new owner.
34. **CHANGES TO AGREEMENT AND SEVERABILITY:**
- a. **Changes:** This Agreement may be modified or changed only in writing signed by both Landlord and Tenant. This Agreement constitutes the entire agreement between the parties. No verbal agreements

or notices will modify the provisions of this Agreement.

- b. **Severability:** If any term or provision of this Agreement or the application of any term or provision is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of it will not be affected. Each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

- 35. **CAPTIONS:** The captions used herein are for the purpose of convenient reference only and are not intended to express the full meaning of the clauses they introduce.
- 36. **PENNSYLVANIA LAW:** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Without regard to the jurisdiction in which any action or special proceedings may be instituted.
- 37. **PARTIES:** All rights and liabilities given to, or imposed upon Landlord and Tenant, or waivers of Landlord and Tenant, extend to and bind the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant.

The word "Tenant" means Tenant and the members of Tenant's family who are listed in Tenant's Application for Lease, and any Tenants permitted by the Landlord in writing to reside at the Premises. If there is more than one Tenant, any notice required or permitted by the terms of this Agreement may be given by or to any one of the Tenants, and will have the same force and effect as if given by or to all of the Tenants. In the event that more than one person is Tenant under this Agreement, or in the event that a Co-signer/Guarantor signs this Agreement, Landlord or its representative may proceed with its available legal remedies against any or all of the Tenants and/or Co-signers/Guarantors, and the liability of each shall be "joint and several." This means that Landlord can sue any one or more of the Tenants or Co-signers/Guarantors for violations of this Agreement.

- 38. **LEAD WARNING:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.
- 39. **COMMUNITY:** Where it is applicable, if Premises is located inside a housing community, all rules and regulations pertaining to The Premises also apply to the Community in which the Premises is located.
- 40. **Mold and Mildew**

- a. **Prevention of Mold and Mildew:** Tenant acknowledges that it is necessary for Tenant to maintain appropriate climate control, keep the Premises clean, and take the necessary measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any heating, ventilation or air-conditioning ducts. Tenant also agrees to report immediately in writing to Landlord: (i) any evidence of a water leak or excessive moisture in the Premises, common hallways, storage room, garage or other areas of the Community; (ii) any evidence of mold or mildew that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows.
- b. **Failure to Comply:** If Tenant or any occupant of the Premises fails to comply with this Addendum (which shall be determined in Landlord's sole judgment), Tenant will be in default of the Agreement. In this event, Landlord will be entitled to exercise eviction action against Tenant.
- c. **Liability for Failure to Comply:** If Tenant or any occupant of the Premises fails to comply with this Addendum (which shall be determined in Landlord's sole judgment). In addition to the remedies set forth in paragraph 2 above, Tenant will be responsible for, and agrees to pay, all cleaning expenses incurred by Landlord to remove mold and/or mildew from the Premises. In this case, Landlord will charge to Tenant, and Tenant agrees to pay to Landlord, Landlord's standard charges that are in effect at the time, or Landlord's actual costs/expenses, whichever is greater. Tenant will also be responsible for, and agrees to pay for, any and all damages to the Premises caused by mold and/or mildew from the Premises. If any part or parts of the Premises cannot be cleaned or repaired to Landlord's satisfaction, Tenant will also be responsible, and agrees to pay to replace the part or parts.
- d. **Injuries or Damage to Tenant's Belongings:** If Tenant or any occupant of the Premises fails to comply with this Addendum (which shall be determined in Landlord's sole judgment), in addition to the remedies set forth in paragraphs 2 and 3 above, Tenant will be responsible for, and agrees to pay for, any injuries to Tenant and any other person and any damages to the belongings of Tenant and any other person that result from the failure to comply with this Addendum.
- e. **Modification:** All other provisions of the Agreement that are not amended by this Addendum remain in

full force and effect.

41. **FULL UNDERSTANDING:** The Landlord and Tenant certify that each has read, understands, and agrees to each and every provision of this Agreement, is fully aware of all obligations, duties, and remedies which are set forth in the Agreement, and has had advice of an attorney, or has waived advice of an attorney, prior to signing this Agreement.

I have read and understand the automatic lease renewal clause in section 1a. I understand that attempted early termination of this lease agreement prior to the ending date listed above, or prior to the end date of any subsequent renewal term will result in liquidation damages further described in section 15 below

INTENDING TO BE LEGALLY BOUND, Landlord and Tenant place their seals and signatures on this Agreement: