

Residential Lease Agreement

THIS RESIDENTIAL LEASE AGREEMENT (“Lease”) is made as of the Effective Date between Landlord and Tenant(s). Landlord leases to Tenant(s), and Tenant(s) leases from Landlord for the initial term beginning on the Lease Start Date and ending on the Lease End Date, the Premises as set forth and in accordance with the terms and conditions below, including any Addendum attached to this Lease.

1. TERM

Lease Start Date: _____

Lease End Date: _____

2. PARTIES

LANDLORD (also known as Property Owner):

Apto Management Inc., as agent for the Owner of the Record (hereinafter referred to as “Landlord”)

TENANT(S) NAME & PHONE NUMBERS:

(Collectively referred to as “Tenant”)

Joint and Several Liability:

If more than one tenant signs this lease, each tenant is responsible individually and together for the full rent payment and all other utilities and fees. For example, if one tenant moves out, Landlord can make the remaining Tenants responsible to pay the full rent and utilities. It also means Landlord can sue either Tenant for breaking the Lease.

Occupants:

List all other occupants who are not listed as Tenants in this lease: (Please provide each person’s age).

Occupancy Limit:

Tenant agrees that not more than _____ person(s) will live at the property.

3. PREMISES

_____ (herein referred to as the
“Premises”)

Number of Parking Spots: _____

4. CONTACT INFORMATION

Landlord’s Current Phone Number: **(484) 401-9250**

Tenant’s Current Phone Numbers: As specified in Section 2. Tenant shall notify Landlord of any change to her/his telephone number immediately upon obtaining one either via email addressed to pm@aptoestate.com or US Postal Service (P.O. Box 72731, Thorndale, PA 19372-2731).

5. RENT

Monthly Rent: \$ _____ per month for the period of _____ through _____ and \$ _____ per month for each remaining month of the Initial Term.

Due Date:

All rent is to be paid in advance on the first (1st) day of each month for the Initial Term of this Lease.

Late Payment:

If the Monthly Rent has not been received by 5:00 PM on the fifth (5th) day of each month, then a 10-day Notice-to-Quit (NTQ) may be posted to pay all outstanding rent or vacate the Leased Unit.

Rent Increase:

Unless otherwise notified in writing, the Monthly Rent shall increase automatically by 10% on completion of the Initial Term.

Security Deposit:

Security Deposit of \$ _____ is due on or before _____.

First Rent and Monthly Fee:

First Rent and Monthly Fee of \$ _____ is due on or before _____.

Subsequent Payments:

Second and remaining month rent payments are due by the 1st of the month as mentioned above.

Initials: _____

6. ADDITIONAL RENT AND FEES

Monthly Fees: Refer to Addendum A for details on Monthly Garage/Carport/Parking/Storage Unit fees, Monthly Washer/Dryer fees, Monthly Pet fees, and Late fees.

7. SECURITY DEPOSIT

Amount:

Tenant agrees to pay a Security Deposit equal to \$ _____ upon/or before signing this Lease.

Usage:

Any sums due or owing by Tenant to Landlord may be deducted from said Security Deposit upon the termination of Tenant's liability to the lease agreement. Tenant may not apply any portion of the security deposit to any month's rent nor any other obligations during occupancy.

Liability:

Tenant's legal liability to Landlord shall not be limited under any circumstance to the amount of the Security Deposit. Tenant remains liable for and shall promptly pay Landlord all sums due under this Lease in excess of the Security Deposit including but not limited to all amounts for damages or repairs.

Return:

Upon vacating for any reason, if Tenant does not leave the Premises in as good of condition as when received by Tenant from Landlord, normal wear and tear excepted, Landlord may apply such portion of the Security Deposit reasonably necessary to restore the Premises to said condition. Landlord agrees within 15 days after termination of this Lease, or surrender and acceptance of the Premises whichever occurs first, to mail to Tenant at Tenant's last known address a written statement listing the reasons for all deductions against the Security Deposit together with a refund of the balance, if any, of the Security Deposit to Tenant.

Forwarding Address:

Prior to vacating, Tenant shall provide in writing to Landlord and the U.S. Postal Service each Tenant’s individual forwarding or new address. Tenant agrees that any change of forwarding or new address provided by Tenant to Landlord shall only bind Landlord if received by Landlord.

Sale of Premises:

In the event of a sale of the Premises by Landlord, Landlord has the right to transfer the Lease and to transfer the Security Deposit to the purchaser, transferee, or buyer for the benefit of Tenant. After such sale and providing Tenant with written notice of the transfer of the Security Deposit as required by law, Landlord shall be considered released by Tenant from all liability for the return of the Security Deposit.

8. EFFECTIVE DATE

The date of all parties signed this agreement.

9. LEASE TERM

The Term of this Lease shall commence on Lease Start Date and end on the Lease End Date. Landlord shall not be liable for any damages in the event the Premises are not available for occupancy on the Lease Start Date.

10. AUTOMATIC RENEWAL

This Lease will automatically renew on a month-to-month basis unless written notice of termination is given by either party as required by this Lease. In the event this Lease extends beyond the Term on a month-to-month tenancy, such tenancy shall then terminate only on the monthly anniversary of the lease end date.

11. LEASE TERMINATION

Renewals or Extensions:

Except for automatic month-to-month renewals described above, any renewals or extensions of the Lease or term for an additional specified term or renewal must be in writing and signed by both Tenant and Landlord. Oral move-out notices will not be accepted and will not terminate the Lease. It is Tenant’s responsibility to ensure Landlord has received a written notice to terminate the Lease or vacate the Premises.

Termination Notice:

Either party may terminate this Lease at the end of the initial Lease term by notifying the other party in writing at least thirty (30) days prior to the Lease End Date. A written notice given by either party less than thirty (30) days before, but prior to, the Lease End Date will be effective thirty (30) days from the day the written notice is given.

12. RENTAL PAYMENT

Due Date:

Tenant shall pay Full and total Monthly Rent and other fees and charges on or before the 1st day of each month by 5:00 p.m. local time without demand or notice by Landlord.

Grace Period:

Tenant shall pay all sums under this Lease when due with a 0-day grace period, and Landlord may demand any sum due under this Lease on the date it is due.

Payment Methods:

Tenant shall pay all amounts due under this Lease by the following methods, or at such other place or in some other manner as Landlord may designate in writing:

Online Rent Payments accepted only through our payment processing portal at www.turbotenant.com. You may need to create an account at their website and choose your payment method to pay.

Waiver of Notice to Quit:

Tenant agrees to waive any notice to quit contained in Section 501 of the Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.501, or any other notice period established by law. LANDLORD MAY FILE SUIT AGAINST TENANT TO ENFORCE THE TERMS OF THE LEASE WITHOUT NOTICE TO TENANT.

Partial Month Rent:

If this Lease starts on a date other than the first day of any month, the rent for the partial month shall be computed based upon a daily rate, which shall be calculated by dividing the total monthly rent by the number of days in the applicable month and shall be due upon execution of the Lease.

Prohibited Deductions:

Tenant waives all rights to deduct or offset any sums from rent, whether such rights exist now, or arise after the Lease Start Date except as may be expressly permitted by applicable law. Notwithstanding the foregoing, nothing herein or elsewhere in the Lease shall be deemed to constitute a waiver of any right or remedy provided to Tenant by applicable law, which right or remedy may not be waived pursuant to such applicable law.

13. PARTIAL PAYMENT:

Landlord does not accept any partial rent payments. In the event of Landlord's acceptance of any partial rent payment shall not waive Landlord's right to require immediate payment of the unpaid balance of rent, or waive or affect Landlord's rights with respect to any remaining unpaid rent.

14. LATE CHARGES

If Landlord has not received the total monthly rent from Tenant for any given month on or before the date of the month such rent is due, subject to any grace period, Tenant shall owe and pay a late charge as specified in Addendum A (Summary of Amounts). Payments received at any time after the office is closed for the day or on a holiday or other day when Landlord's office is not open for business will not be credited to Tenant's account until the next business day, and a late fee may be incurred. Electronic payments will be credited to Tenant's account at the time that electronic transfer is initiated. Time is of the essence with respect to all payments under this Lease.

15. RETURNED CHECKS/ ELECTRONIC PAYMENT

In the event any rent check or any other check written by Tenant or any direct debit, ACH, or other electronic payment made by Tenant is dishonored, returned, or rejected by the bank or is otherwise unsuccessful, Tenant shall pay Landlord a service charge in the amount as specified in Addendum A (Summary of Amounts) in addition to the amount of the check or payment, any late charges, and any other amounts owed. Dishonored, returned, rejected, or unsuccessful checks, direct debits, ACH transactions, or other electronic payments shall be redeemed only by cashier's check, certified check, or money order.

If Tenant tenders to Landlord two or more dishonored checks, Tenant shall without notice, demand, or request make all further payments to Landlord in certified funds (cashier's check, certified check, or money order). Nothing in this Lease shall constitute a waiver or limitation of Landlord's right to institute

legal proceedings for rent, damages, or repossession of the Premises for non-payment of any installment of rent when and as the same becomes due and payable.

16. FURNISHINGS AND APPLIANCES:

The following appliances are supplied with the Premises:

- Refrigerator Stove/Oven Dishwasher
 Washer Dryer Microwave
 Other: _____.

Maintenance:

Tenant agrees to keep all such appliances clean and in good repair. Supplied appliances may not be removed.

Supplied Furnishings:

The following furnishings are supplied with the Premises:

If any furnishings break or are damaged, they are Tenant's responsibility. Maintenance of the furnishings is Tenant's sole responsibility, and Tenant will keep all such furnishings in good repair. Tenant's use of such furnishings shall be "AS-IS", and Landlord has not made, does not make, and hereby disclaims any representations or warranties (including, without limitation, any warranty of merchantability or fitness for a particular purpose) as to the existence of or physical condition of the furnishings or the suitability or usefulness of the furnishings for Tenant's intended use.

17. PREMISES CONDITION

Tenant has the right to inspect the Premises prior to signing this Lease and Tenant agrees that Tenant has been given the opportunity to conduct whatever inspection of the Premises is needed prior to signing this Lease. By signing this Lease, Tenant acknowledges that the Premises have been inspected, are satisfactory in condition, and all existing damages have been acknowledged in writing by Landlord. By taking possession of the Premises, Tenant agrees and evidences the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary, and in good-working condition and that any exception has been or will be delivered to Landlord in writing within 48 hours of taking possession of the Premises.

Except as prohibited by law, Landlord makes no warranty of any kind, expressed or implied, and relies upon the fact that Tenant has inspected the Premises. Tenant agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Lease (excepting normal wear and tear). Tenant will return the Premises to the Landlord in the same condition as when Tenant moved in (subject to normal wear and tear). Tenant agrees to make no alteration or repair to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Landlord, which permission may be withheld for any or no reason. Tenant agrees to keep the Premises free from clutter and in a clean condition, including ensuring that the Premises are not a fire or safety hazard. If Landlord determines, in its sole discretion, that the Premises is unclean, too cluttered, or a fire or safety hazard, Tenant agrees to remedy the problems with appropriate notice.

18. UTILITIES

Unless expressly stated below, all utility services including, without limitation, electric, gas, water, sewer, and garbage collection shall be provided to the Premises at Tenant's expense and paid for by Tenant. Such

utilities may be billed to Tenant on a separate metering and/or billing basis either directly from the utility provider or on a square footage or other billing basis as decided by Landlord, subject to applicable law. Landlord may modify the method by which utilities are furnished to the Premises and/or billed to Tenant during the term of this Lease including, but not limited to, metering of the Premises for certain utility services or billing Tenant for utilities previously included within the rent.

Utility Transfer:

Tenant must transfer utilities to the name of Tenant on or before the move-in date and remains responsible for all utilities throughout the term of the Lease. Tenant shall be assessed a Utility Transfer Penalty Fee as specified in Addendum A (Summary of Amounts) which is not transferred to Tenant’s name by the date of move-in or is removed from Tenant’s name before the end of this Lease. Tenant agrees to pay all utility charges assessed by utility companies (or Landlord in the case of utilities billed to Tenant by Landlord) in connection with the use of all utility services provided to the Premises during the term of this Lease, as such term may be extended, or the period of occupancy of the Premises by the Tenant, whichever is longer.

Landlord-Provided Utilities:

Landlord agrees to provide and pay for the following utilities that are checked free of charge to Tenant:

Landlord	Tenant		Landlord	Tenant	
<input type="checkbox"/>	<input type="checkbox"/>	Trash collection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Propane System
<input type="checkbox"/>	<input type="checkbox"/>	Recycling Removal	<input type="checkbox"/>	<input type="checkbox"/>	Sewer
<input type="checkbox"/>	<input type="checkbox"/>	Security System	<input type="checkbox"/>	<input type="checkbox"/>	Sewer Fees _____
<input type="checkbox"/>	<input type="checkbox"/>	Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>	Water
<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Water Fees _____
<input type="checkbox"/>	<input type="checkbox"/>	Cable	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Homeowners association fee
<input type="checkbox"/>	<input type="checkbox"/>	Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Air Conditioning Maintenance
<input type="checkbox"/>	<input type="checkbox"/>	Heater	<input type="checkbox"/>	<input type="checkbox"/>	Pest/Rodent Control
<input type="checkbox"/>	<input type="checkbox"/>	Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Bed Bug Remediation
<input type="checkbox"/>	<input type="checkbox"/>	Lawn and Shrubbery care	<input type="checkbox"/>	<input type="checkbox"/>	Satelite Dish
<input type="checkbox"/>	<input type="checkbox"/>	Snow/Ice Removal	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	

If Snow/Ice Removal is Tenants Responsibility (Additional Details):

If Lawn and Shrubbery Care Tenants Responsibility (Additional Details):

If Landlord provides cable TV at the Premises, Landlord may change the cable channels or services provided, including discontinuing such service, at Landlord's sole discretion, during the Lease Term.

Utility Interruption:

Except for any utilities provided by Landlord, Tenant shall maintain utility services to the Premises at all times throughout the term of this Lease. Landlord shall not be liable for any interruption or failure of utility services required to be furnished by Landlord to the Premises (if any) or any damages directly or proximately caused thereby, the only obligation of Landlord being reasonable diligence in its efforts to restore such services.

19. USE/OCCUPANCY

Tenant agrees that the Premises are to be used and occupied by Tenant and other approved Occupants solely as a private residence in compliance with all local ordinances and laws, not for any unlawful purpose, and not for any other purpose, including any business purpose. Conducting any kind of business in the Premises is prohibited. Tenant and Tenant's Occupants and guests shall not sell or solicit for sale anything out of or on the Premises.

Except as provided by law, Landlord may exclude or prohibit from the Premises any former tenants who were evicted or breached their lease, or any guests or others who, in Landlord's reasonable judgment, have been violating the law, violating this Lease, or disturbing, annoying, or threatening other tenants, neighbors, visitors, or Landlord, or its employees and agents. Tenant agrees not to permit, commit, or cause any conduct disorderly or otherwise, noise, vibration, odor, or other nuisance about the Premises, and to use no machinery, device, or any other apparatus which would damage the Premises or annoy others. Occupancy by guests remaining over Five (5) cumulative days in any calendar quarter will be considered to be a violation of this provision unless prior written consent is given by Landlord

20. CONDUCT AND CRIMINAL ACTIVITIES

Tenant and Tenant's Occupants and guests shall not engage in, commit, facilitate, or permit unlawful or criminal activities whether or not such unlawful activities occur in, near, or about the Premises. Tenant shall comply with and otherwise not violate any laws, regulations, statutes, or ordinances, or engage in any conduct or activities that would cause Landlord to be in violation of the same. Tenant agrees that the conduct of Tenant and Tenant's Occupants and guests shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons.

Tenant is responsible for the actions of its guests, Occupants, invitees, and others on the Premises due to Tenant. Tenant shall be liable to Landlord for any damages to the Premises regardless of who caused the damage unless specifically caused by Landlord or Landlord's actions or inactions as described herein. Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress.

The commission of a criminal act by any Tenant or Occupant of the Premises, whether occurring on the Premises or otherwise, shall be considered a default of this Lease. The commission of a criminal act by a guest or invitee of any Tenant or occupant of the Premises while on the Premises shall be considered a default of this Lease by Tenant. Criminal activity includes, but is not limited to, any violent criminal

activity or drug-related criminal activity. "Violent criminal activity" means any criminal activity that has as one of its elements the actual or threatened use of force against a person or property of another. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession of a controlled substance or marijuana under state or federal law. Violation of this provision or if Landlord has reasonable cause to believe that Tenant has violated this provision constitutes material non-compliance with the terms of this Lease. Notwithstanding any other provision in this Lease, such violation may be grounds for Tenant's eviction.

Tenant's failure to disclose any criminal conviction, including but not limited to past criminal convictions, or Tenant's registration of the address of the Premises on any list of registered sex offenders or similar list or compilation is a breach of this Section and this Lease. Because Tenant and Landlord agree that a violation of this Section constitutes a substantial, material, incurable breach of this Lease, Tenant waives any and all legal rights of any kind to claim or insist that Landlord must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the Premises unless otherwise required by applicable law. Upon any violation of this Section by Tenant, Landlord may terminate Tenant's right to occupancy without terminating the Lease or Tenant's obligation to pay rent as set forth in the Lease. Unless required by law, Landlord shall not be required to serve any other notices upon Tenant in order to terminate Tenant's right of possession.

21. RULES AND REGULATIONS

Landlord has established certain rules and regulations with respect to the Community and the Premises ("Rules and Regulations"). Some of these Rules and Regulations appear in this Lease and others may be delivered to Tenant or posted in recreational, storage, service, and amenity areas. Failure to adhere to Rules and Regulations, by Tenant or any Occupants or guests or invitees will constitute a material breach of this Lease.

22. COMPLIANCE WITH RULES AND REGULATIONS

Tenant agrees and understands that additional Rules and Regulations may be established by Landlord at any time during the initial or a renewal term. Such additional Rules and Regulations shall be effective after being delivered to Tenant or otherwise conspicuously posted in the Community or Premises.

23. MAINTENANCE AND REPAIRS

In case of malfunctions of equipment or utility damage by fire, water, or other cause, Tenant shall notify Landlord's representatives immediately. Landlord shall act with diligence in making repairs; the Lease shall continue, and rent shall not abate during such periods. Tenant may not hire or allow any third party to perform work on the Premises without Landlord's prior written approval (or as allowed by law).

Tenant is responsible for, and will reimburse Landlord for, any damages or loss caused to the Premises while Tenant is entitled to possession of the Premises if such damage or loss was caused by negligence or intentional acts by the Tenant, Tenant's guests, or Tenant's pets, and said damages or loss shall be considered additional rent. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse, or intentional misconduct of Tenant, Tenant's family, Occupants, animals, guests, or others. Tenant shall indemnify Landlord from any liability to any third party. Landlord may assess costs for damages when they occur.

Prohibited Actions:

- Tenant agrees not to affix any structures to the Premises including, but not limited to, antennas, satellite dishes, or signs, without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.

- Tenant agrees not to use a barbeque grill (or any other similar cooking device) inside the Premises or under any covered area (as carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, but can injure or kill individuals with little to no warning).
- Tenant will maintain water heater temperature at no more than 120 Degrees Fahrenheit.
- Tenant agrees to give immediate notice to Landlord of any fire, flood, or other damage to or within the Premises. If the Premises is damaged and the Premises rendered uninhabitable, the rent shall cease until such a time as the Premises has been repaired or Landlord shall have the option of terminating this Lease upon five (5) days' prior written notice.
- Tenant agrees not to store boats, RVs, waterbeds, firearms, equipment, hazardous materials, paints, fuel, chemicals, waste, and non-usable items, including non-operating vehicles, in or around the Premises without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.
- Vehicles may never be parked in the yard of the Premises. Tenant may not repair vehicles on the Premises, unless in an enclosed garage, if such repairs take longer than one day.

24. WINDOWS

Tenant is responsible for the expense of replacing broken glass and repairing damaged screens, windows, window frames sashes, storm windows and doors regardless of who is at fault. Landlord is not required to supply window screens, door screens, or sliding screen doors.

25. WINDOWS COVERINGS

Tenant will not use bed sheets or any other coverings over the windows of the Premises other than materials which are solely designed to cover windows, such as blinds, mini blinds, and curtains. If window coverings are provided, and Tenant destroys or damages the coverings, Landlord will, at Tenants financial responsibility, replace them, the cost of which will be treated as additional rent payable by Tenant and due immediately.

26. PETS

Pets are not allowed to reside in the Premises, unless written permission is granted by Landlord before the pet is moved in, which permission may be granted or withheld in Landlord's sole and absolute discretion. If allowed, pets will be subject to additional upfront and/or monthly fees, which will be non-refundable. The granting of consent for pets to others in properties under management by Landlord shall in no way be considered the granting of consent to Tenant.

27. PARKING

Vehicles parked at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises if such repairs take longer than one day, unless in an enclosed garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. Tenant may not park more than one vehicle, per adult living at the home, at the Premises. Tenant has no rights in or to any particular parking spot, and Landlord does not guarantee Tenant a parking spot on the Premises or any property surrounding the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guarantee the availability, quality, or location of any street parking. In no event shall Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles.

28. SECURITY

Landlord does not promise or in any way guarantee the safety or security of Tenant or Tenant's guests or Occupants' person or property against the criminal actions of other persons. Landlord has no obligation to run criminal background checks on any other tenant or occupant of the property. Tenant acknowledges that he/she has the responsibility at all times to take reasonable safety precautions to protect himself or herself and their property from crime at the Premises and to contact the appropriate law enforcement agency in the event of a crime. Tenant agrees to promptly notify Landlord in writing of any problem, defect, malfunction, or failure of door locks, window latches, controlled access gates, and any other security-related device. Tenant and Tenant's guests acknowledge that no representations or warranties, either express or implied, have been made regarding the Premises or community being free from or having low rates of crime or as to any security or any security system at the Premises. Tenant acknowledges that the foregoing shall also be binding upon Tenant's guests, heirs, successors, and assigns.

29. SURRENDER OF PREMISES

The Premises will have been surrendered on the date that Tenant delivers possession of the Premises to Landlord and removes all personal property and possessions, the Premises is not occupied by any persons, and all keys and access devices have been turned in to the Landlord at the location designated by Landlord or where rent is paid.

30. ABANDONMENT

The Premises will have been considered abandoned when, in Landlord's reasonable judgment:

1. All Tenants and Occupants appear to have moved out.
2. Clothes, furniture, and personal belongings have been substantially removed from the Premises.
3. The Premises has been vacant for five (5) consecutive days while the rent is due and unpaid. The Premises is also considered abandoned on the tenth (10th) day after the death of a sole Tenant.

Surrender or abandonment ends Tenant's right of occupancy and possession for all purposes but does not discontinue Tenant's obligation under the Lease unless Landlord so agrees in writing

31. ACTIONS AFTER SURRENDER ABANDONMENT

After the surrender or abandonment of the Premises, Landlord shall have right, without **or** notice, to replace the locks at the Premises, remove or store any personal property left at the Premises, and re-lease the Premises. Landlord may take all of the above actions without a judgment for possession, writ of restitution or other similar order of the court, and shall have no liability for any such actions.

32. CASUALTY AND CONDEMNATION

Tenant shall immediately notify Landlord in the event of damage to the Premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, including, without limitation, plumbing or electrical wiring malfunctions. If the damages are such that occupancy can be continued, in Landlord's opinion, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs.

If, in Landlord's opinion, the Premises are damaged as to be unfit for occupancy, and Landlord elects to make repairs and the damage was not caused by Tenant's negligence or intentional conduct (or the negligence or intentional conduct of any of Tenant's guests), the rent provided in this Lease shall abate during the period of time when the Premises are not fit for occupancy, to the extent the Premises are

uninhabitable (but only if Landlord does not make alternate housing available to Tenant), but in all other respects the terms and provisions hereof shall continue in full force and effect.

In the event the Premises are damaged or destroyed so as to be, in the sole discretion of the Landlord, incapable of being satisfactorily repaired within a reasonable period of time in Landlord's judgment, then this Lease shall terminate and Tenant shall be liable only for Lease obligations up to the date of such damage or destruction (provided that Tenant or Tenant's guests were not responsible for the damage or destruction). In the event any damage is caused by Tenant or Tenant's guests of either a negligent or intentional nature, this Lease may be terminated by Landlord.

In the event the Premises are condemned or access is restricted as a result of any type of governmental action or damage to the Premises, Landlord shall not be liable for any damages to Tenant including alternate housing, damage to personal property, replacement of personal property, and/or any other consequential damage. Such action may include any action by any governmental agency or entity including but not limited to health departments, division of environmental quality, fire departments, police, zoning departments, etc. or by Landlord if Landlord determines in its sole discretion that the Premises are damaged to the extent that they are uninhabitable. If such action is taken, Tenant shall be relieved of rental obligations effective the date that access is restricted or prevented unless the cause of such governmental action or damage relates to actions of Tenant, Tenant's guests, or Occupants. In the event this Lease is terminated pursuant to this provision, Tenant shall be responsible to take all steps necessary to have his/her contents immediately removed at Tenant's expense.

33. NOTICES

Except as otherwise required by applicable law or set forth in this Lease, any notice required by this Lease shall be in writing and shall be deemed to be given:

By Landlord to Tenant if:

- a. Delivered personally
- b. Sent to any email address on file with Landlord as provided by Tenant
- c. Posted to the Premises door
- d. Mailed by U.S. First Class Mail to the Premises
- e. If Tenant has vacated, mailed by U.S. First Class Mail to the last known address for Tenant or any one of Tenant
- f. Delivered as required by law

By Tenant to Landlord if delivered to and received to the following address:

PO Box 72731, Thorndale, PA 19372-2715 and a copy sent via email at pm@aptorealestate.com.

Email Communication:

Email addresses are used for the purpose of informing tenants about events and promotions concerning the Premises, notifications relating to safety and maintenance, and notifications concerning Tenant's contractual obligations under this Lease. Generally, Tenant may opt out of such emails related to events and promotions, but Landlord reserves the right to send Tenant and Tenant agrees to receive information via email regarding safety, maintenance, and other issues, including those related to contractual obligations. Tenant understands that opting out of emails related to events and promotions may result in Tenant not receiving emails regarding safety, maintenance, and other issues. Any notice that Landlord gives to any Tenant in this Lease, or any adult Occupant, or sent to any email address on file as provided by Tenant, constitutes notice to all persons named as a Tenant in this Lease.

34. RIGHT OF ENTRY

Landlord shall have the right to enter upon the Premises at all reasonable hours, including weekends, for the purpose of inspecting the same, making necessary repairs, showing the apartment to a prospective Tenant, purchaser or mortgagee, if same appear to have been abandoned or surrendered by Tenant, if Landlord has good cause to believe the Premises may be damaged, pursuant to a Court order, in the event of an emergency or as otherwise permitted by law. Tenant may not interfere with Landlord's entry for such purposes. If Tenant restricts Landlord's access, Tenant may be held responsible for all costs associated with such interference, including but not limited to hourly rates for service providers.

Pest Control:

Landlord may access the Premises during reasonable business hours for the purpose of pest control treatment, and Tenant agrees to cooperate with any such treatment, including, but not limited to, any pre- or post-treatment cleaning, moving of furniture or personal property, laundering of clothing, removal of infested personal property, and restraining of animals. Landlord shall give Tenant reasonable notice of its intent to enter except in the case of an emergency or if it is impracticable to do so. If Tenant is not present at the Premises, then Landlord will have the right to make such entries by duplicate or master key. Any request for maintenance or repairs shall be deemed to give Landlord authority to enter the Premises without requiring notice or further permission.

Security:

Landlord may secure the Premises at any time Landlord deems, in its sole discretion, that the security of the Premises may have been compromised, including but not limited to the death of a Tenant, incarceration or hospitalization of a Tenant, usage of the Premises by non-tenants, and protection of Landlord's assets or security.

For Sale/Rent Signs:

Landlord may also display "For Rent" or "For Sale" signs on the Premises, including, without limitation, in the windows of the Premises or the front yard.

35. LIMITED LIABILITY

Except as otherwise provided by law, Landlord will not be liable to Tenant, Occupants, or Tenant's guests for any damage or losses to person or property caused by other persons, including, but not limited to, theft, burglary, assault, vandalism, or other crimes. Landlord will not be liable to Tenant, Occupants, or Tenant's guests, for personal injury or damage or loss of personal property from theft, vandalism, fire, flood, tornado, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, earthquake, storms, sewerage, streams, gas, sonic booms, smoke, electrical surge, interruption of utilities, or other causes whatsoever or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances unless such injury, loss, or damage is caused by the gross negligence of Landlord. Tenant is responsible for any damage to the Premises caused by the Tenant, any Occupant, or Tenant's Invitees, guests, and/or their pets. This liability extends to service calls pertaining to appliances, plumbing pipes and fixtures, garbage disposal, etc., when the malfunction is deemed to be caused by misuse by the Tenant, any Occupant, or Tenant's guests or invitees.

Tenant agrees to indemnify, reimburse if necessary, and hold Landlord harmless from and against any and all claims for damages to property or person arising from Tenant's use of the Premises, or from any activity, work, or thing done, permitted, or suffered by Tenant, any Occupant, or Tenant's guests or invitees in or about the Premises. If any damage to the Premises occurs, caused by Tenant, any Occupant, or Tenant's guests or invitees, which is deemed by Landlord to be willful or malicious, then this Lease may be terminated forthwith in accordance with applicable state statute.

If any of Landlord's employees render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, such employee shall be deemed the agent of Tenant regardless of whether payment is arranged for such service. Notwithstanding the preceding sentence, Landlord and Landlord's employees are under no obligation to provide any such services and shall not be liable for damage, loss, or theft of Tenant's packages or cleaning entrusted to Landlord or its employees.

36. MOVE OUT EARLY

If Tenant does not fulfill the entire Lease term (even if such failure is due to eviction by Landlord), Tenant shall be liable to Landlord for the costs incurred by Landlord as a result of the early termination. These costs are in addition to the other damages and rent (including future rent) that may be assessed pursuant to this Lease. They may include, but are not limited to: leasing agent costs, advertising expenses, turnover expenses, repayment of concessions, and such other costs incidental to re-renting the Premises.

If Tenant vacates prior to the Lease End Date, Tenant shall be held responsible through the lease-end date or the date in which the Premises is re-rented, whichever occurs first. Tenant shall additionally be responsible for damages, repayment of concessions, and such other provisions as contained herein. It is agreed that an eviction notice shall terminate occupancy but not the obligations to pay rent and other obligations under this Lease. It is agreed that termination notices pursuant to an eviction due to non-payment of rent or nuisance shall not relieve Tenant from obligations for future rent until such time as the Premises have been re-let or the expiration of the initial term whichever occurs first. Eviction at the end of a term shall still obligate Tenant to pay for the time notice should have been given as required by this Lease for vacating the Premises.

37. ATTORNEY/COLLECTION FEES:

In the event that legal action must be taken against Tenant to enforce any part of this Lease or applicable laws, Landlord shall be entitled to its recover costs and reasonable attorneys' fees incurred in connection therewith. If Tenant becomes delinquent on rent or fees due, Tenant agrees to pay all landlord/agent charges including 18% annual interest.

38. TENANT DEFAULT

The following events shall constitute events of default:

- a. Failure to pay any rent, deposits, or other amounts agreed to herein or any other sums due and owing by Tenant to Landlord pursuant to any terms of this Lease and addendum
- b. Failure to perform all or any part of this Lease or a violation of this Lease or any of the rules and regulations adopted by Landlord or of any law
- c. Tenant's abandonment of the Premises as set forth in the "Abandonment" section of this Lease
- d. Violation by Tenant, an Occupant, or any guest of any state, federal, or local law or ordinance including the violation of any such law by an occupant or tenant while living in the Premises regardless of where the violation occurs
- e. Violating the "Conduct and Criminal Activities" section of this Lease
- f. If Tenant holds over and fails to vacate on or before the required move-out date (i.e., the end of current Lease term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties)

In the event of a default by Tenant and after service of applicable notice and a failure by Tenant to cure within the applicable time period, Landlord may terminate the Lease and Tenant's right of occupancy in accordance with applicable state statute. An actual physical eviction under a writ of restitution,

termination of possession of rights, or subsequent reletting by Landlord shall not release Tenant from liability for future rentals under this Lease. Acceptance of monies at any time will not waive Landlord's right to recover property damages, past or future rent, or other sums due. Receipt of rent or the taking of any legal action shall not be construed as a confirmation or renewal of this Lease. The provisions of this paragraph are not in lieu of, but are in addition to, all other legal remedies available to Landlord under the laws of the state in which the Premises is located. The waiver by Landlord of any default under this Lease committed by Tenant shall not constitute nor be held or construed as a waiver of any subsequent or other default.

39. JOINT AND SEVERAL LIABILITY

Each person executing this Lease is fully and personally liable and obligated for the promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all rent, additional rent and other amounts due under this Lease. In the event of default, Landlord may enforce Landlord's rights under this Lease against each person individually, or against all the persons. Landlord's notice to any Tenant constitutes notice to all Tenants and Occupants.

40. DISABILITY

It is the policy of Landlord to reasonably accommodate all handicaps and disabilities as defined under state and federal laws as required by existing law. It is agreed that Tenant shall notify Landlord of any need relating to a disability or handicap (in writing if possible) to ensure the proper procedures are implemented to comply with existing laws. In the event Tenant fails to notify Landlord of any needed accommodation, Landlord shall not be liable for damages suffered by Tenant. Except as provided by law, it is agreed that Landlord is under no obligation to accommodate Tenant until proper notification with supporting documentation (if necessary) is provided to Landlord and Landlord has had the opportunity to grant or deny the accommodation or modification. Landlord may deny any request that does not meet the necessary requirements, is not reasonable, or where insufficient information has been provided to establish the required elements of the request

41. FAIR HOUSING

Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, religion, color, sex, national origin, familial status, disability, age, marital status, or any other classification protected by federal, state, or local law applicable in the jurisdiction where the Premises is located.

42. INSURANCE

Tenant acknowledges and agrees that Landlord carries insurance for its protection and that Tenant is not a beneficiary of such insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated herein and within this Lease regardless of insurance that Landlord may carry. Tenant acknowledges that Landlord shall not be liable for damages caused to it or its property due to the actions or inactions of other tenants, and Tenant acknowledges that it shall be Tenant's own obligation to insure his or her personal property.

43. SUBORDINATION

This Lease as executed is subject and subordinate to the mortgage or mortgages financing the Premises, which are of record or may become of record during the term of this Lease and any renewals, extensions, or modifications thereof, and subject to the provisions of any regulatory Lease with any Housing Authority and others that burden such property. Upon notice, Tenant agrees to be the tenant of a new

landlord or Landlord of the Premises upon such new Landlord's acquisition of the Premises and agrees that foreclosure by a mortgagee shall not void this Lease.

44. TENANT INFORMATION

If Tenant has supplied information to Landlord by means of a rental application or similar instrument, Tenant covenants that all such information is accurate and was given voluntarily and knowingly by Tenant. Likewise, Tenant agrees to promptly notify Landlord if any such information changes. If any such information proves to be false, incomplete or misleading that shall constitute an event of default and, Landlord shall have the right to terminate this Lease, upon serving Tenant with a written fifteen (15) day notice to quit, in which event Tenant shall surrender the Premises, unless the initial Term of the Lease was for more than one year, in which event the notice shall be thirty (30) days.

45. ASSIGNMENT AND SUBLETTING

This Lease may not be assigned by Tenant nor can Tenant sub-let the Premises (including temporary or vacation rentals to third parties). Specifically, the unit may not be used for any type of vacation or temporary rental (including but not limited to Airbnb, VRBO, and like entities). Tenant shall not list the Premises for purposes of sub-leasing or vacation type rental.

46. MILITARY RELEASE

Tenant may terminate the Lease if Tenant enlists or is drafted or commissioned in the U.S. Armed Forces. Tenant may also terminate the Lease:

- a. If Tenant is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President and
- b. Tenant receives orders for permanent change-of-station, receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or is relieved or released from active duty.

After Tenant delivers to Landlord a written termination notice and a copy of Tenant's military orders (such as permanent change-of-station orders, call-up orders, or deployment orders), the Lease will be terminated under this Military Release 30 days after the date on which the next rental payment is due. Military permission for base housing constitutes a permanent change-of-station order. Tenant must pay rent through the effective date of the termination date and make satisfactory arrangements to pay all costs incurred by Landlord to repair damages to the Premises, ordinary wear and tear excepted. For purposes of this Lease, orders described above will only release the Tenant who qualifies under (1) and (2) above and such Tenant's spouse or legal dependents living in the Tenant's household. A co-tenant who is not Tenant's spouse or legal dependent cannot terminate under this Military Release. Tenant must immediately notify Landlord if Tenant is called to active duty or receives deployment or permanent change-of-station orders.

47. KEYS AND LOCKOUTS:

Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. If Tenant changes the lock without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall bear the financial cost of Landlord's effort to enter by force. If Landlord or contractor is unable to enter the Premises to perform repair or maintenance tasks due to the Tenant's unauthorized lock change, Tenant will be charged a Key Violation Fee as specified in Addendum A (Summary of Amounts) for each violation, which will be charged to Tenant as additional rent and due immediately. If such consent to a lock change is given, Tenant will

immediately provide Landlord with a key for the use of Landlord or Landlord's agent pursuant to Landlord's right of access to the Premises. Upon vacating the Premises, Tenant shall return all keys to Landlord or Tenant will be charged a Key Replacement Fee as specified in Addendum A (Summary of Amounts) per unreturned key. If Tenant is locked out of the Premises, and Landlord must unlock the door for Tenant, then Tenant will be charged a Key Lockout Fee as specified in Addendum A (Summary of Amounts).


48. SMOKE AND CARBON MONOXIDE DETECTORS AND FIRE EXTINGUISHERS

Landlord will furnish smoke and carbon monoxide detectors as required by law and provide working batteries when Tenant first takes possession. Subsequently, Tenant is responsible to test and replace batteries monthly as needed. Tenant must immediately report any malfunctioning or defective smoke or carbon monoxide detectors to Landlord in writing. Smoke and/or carbon monoxide detectors may not be disconnected. Tenant will be liable to Landlord and third parties for any loss or damage from fire, smoke, or water if that condition arises from Tenant's disconnecting or failing to replace batteries, or from failure to report malfunctions. **TENANT IS ADVISED TO TEST THE SMOKE AND CARBON MONOXIDE DETECTORS FREQUENTLY.** Tenant agrees to notify management if fire extinguisher is malfunctioning or has been discharged, if provided by Landlord. If not provided, Tenant is required to maintain a 5-pound ABC fire extinguisher. Each apartment in a multifamily dwelling, which uses a fossil fuel-burning heater or appliance, fireplace, or an attached garage, must have an operational, centrally located, and approved carbon monoxide alarm installed in the vicinity of the bedrooms and the fossil fuel-burning heater or fireplace.

49. MOVE-IN

All appliances and systems in the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, water heaters, furnaces, etc., will be deemed to be in working condition at the commencement of the Lease term, unless Tenant notifies Landlord, in writing, of any nonfunctioning appliances and/or systems within 24 hours of Tenant's move into the Premises. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and approves of the condition of the Premises, including all systems and appliances in the Premises. Taking possession of the Premises by Tenant is conclusive that the Premises are in good order and satisfactory condition.

50. MOVE OUT AND CLEANING INSTRUCTIONS

 If Tenant intends to move out, Tenant must give Landlord at least 30 days advance written notice, delivered to the Landlord's place of business, and must supply a forwarding address to Landlord, or Tenant may forfeit the entire security deposit to Landlord as liquidated damages, in Landlord's sole and absolute discretion. Tenant agrees that Tenant will leave the Premises in the same or better condition than when Tenant moved in (ordinary wear and tear excepted), or may be charged for any repairs or cleaning needed to prepare the Premises for the next tenant. Upon receipt of Tenant's notice to vacate the Premises, Landlord will schedule a move-out inspection of the Premises. Tenant has the right, but not the obligation, to be present for this inspection, which will take place after all of Tenant's belongings have been removed from the Premises.

51. BACKGROUND/CREDIT CHECKS

Tenant agrees that Landlord may conduct background, criminal history, and credit checks at any time after application, during the term of this Lease. Tenant grants consent to Landlord and its agents to disclose information about Tenant so long as Tenant has an obligation under this Lease.

52. SECURITY SERVICES

From time to time, Landlord may temporarily enlist the aid of supplemental security devices or services at the Premises, however, no representation is being made that they will be effective or that they will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Landlord reserves the right to reduce, modify or eliminate any security system, security devices, patrol services, or services (other than those statutorily required) at any time, and Tenant agrees that such action shall not be a breach of any obligation or warranty on the part of Landlord.

53. CRIMINAL BACKGROUND CHECKS

Landlord has no obligation to obtain criminal background checks on any person living, working, or visiting on the Premises. If Landlord obtains a criminal background check on a person on the Premises, it does not imply or require that Landlord will obtain any other background check on any other people on the Premises and does not obligate Landlord to notify any Tenant or Occupant that Landlord obtained a criminal background check or to notify any Tenant or Occupant of the contents or information contained in any such report. Landlord makes no representation or warranty, and cannot make any representation or warranty, that any tenant, occupant, worker, guest, or invitee on the Premises does not have a criminal background.

54. SECURITY SYSTEM

If the Premises has an individual security system in it, Landlord did not necessarily install, design, or manufacture the security system, and Landlord does not activate, operate, maintain, or monitor the security system. Tenant agrees that Landlord shall have no liability whatsoever with respect to the installation, design, manufacture, use, operation, maintenance, monitoring, effectiveness, or functionality of the security system. It is Tenant's decision whether to activate the system, and any such activation must be arranged through an independent security company under an agreement with it. In the event Tenant activates an individual security system, Tenant shall without delay provide Landlord with the name of the security company that has installed, will install, or monitors the system, any codes or passwords, as well as any other information that Landlord may request regarding the system, its operation, or maintenance. Tenant agrees that it is Tenant's responsibility to learn from the security company how to properly operate the security system, and Tenant understands that the security company is solely responsible for all aspects of the security system. Whatever amounts the security company charges Tenant for the use of the security system are payable directly to that company and Tenant, not Landlord, is responsible for the payment of such charges. Landlord is not responsible for the acts or omissions of the security company and does not guarantee or warrant the services of the security company in any respect. Tenant agrees to hold Landlord harmless from any and all claims for losses of any type arising from any aspect of the security system, and each Tenant or Occupant agrees to look to his or her own insurance for any loss due to personal injury, death, or property damage.

55. USE OF AMENITIES

Tenant agrees to comply with all Rules and Regulations and policies now or hereafter set forth by Landlord regarding the use of Community amenities such as laundry rooms, swimming pools, playgrounds, sport courts, tennis courts, Jacuzzis, saunas, barbecues, or any other amenities. Tenant's use of any amenity is a privilege and not a right or a contractual obligation of Landlord. Landlord may restrict Tenant from using any amenity in Landlord's sole discretion if Tenant violates amenity-related rules or policy. Tenant acknowledges that the availability of amenities is subject to change in Landlord's sole discretion and that any such change shall not constitute a breach of this Lease. Tenant agrees to indemnify and hold Landlord and Landlord's agents harmless from any cost, expense, loss, damage, or lawsuit

resulting from any injury to Tenant's property, Tenant, Tenant's family, guest, invitee, or any person as a result of the use of any amenity. Landlord may regulate, limit, or prohibit from the Premises and Community common areas motorcycles, bicycles, tricycles, skateboards, weight equipment, treadmills, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, delivery men, and solicitors. Tenant's failure to abide by, failure to comply with, or breach of the Rules and Regulations is a default under this Lease and subjects Tenant to eviction.

Recreational, Pool, or Fitness Center Health Facilities (If applicable to the property):

In consideration of the right to use the recreational, pool, or fitness center health facilities and amenities at the Premises, the Tenant acknowledges and agrees to reimburse for and hold harmless, indemnify, and defend Landlord and Landlord against any and all property damage, loss, liabilities, liens, and expenses arising directly or indirectly from the use of such facilities by Tenant or Tenant's Invitees. Tenant, for itself and Tenant's Invitees, agrees to use reasonable care of such facilities and amenities and to comply with all rules to such facilities. Tenant and any guests agree to assume all risks as to using the facilities.

56. TENANT'S INSURANCE AND LIABILITY

Each Tenant is required to maintain, at Tenant's sole expense, during the term of this Lease and any subsequent renewal periods, a policy of personal liability insurance, issued by a licensed insurance company of Tenant's selection, which provides limits of liability in an amount not less than \$_____ per occurrence and minimum of \$_____ **for Tenant's personal property**, pursuant to the terms of the tenant's Insurance Addendum, attached hereto and made a part hereof. Each Tenant is advised to also maintain a policy of tenants' insurance protecting his/her household goods and personal property. Tenant is required to provide a copy of such renter's insurance to Landlord prior to move in. Upon expiration of the policy term, Tenant is required to renew the policy and provide Landlord with proof of insurance accordingly. Failure to maintain renter's insurance is a default of this Lease and may be grounds for eviction.

57. LANDLORD'S BROKER AND AGENT

Landlord may be represented by a real estate licensed broker ("Broker") who is subject to the provisions of the real estate laws of the state. It is acknowledged and agreed that such Broker only acts for Landlord and is not representing Tenant in any capacity. All obligations of this Lease are the responsibility of Landlord not the Broker. Landlord may have the Broker act in its behalf, but such shall not grant to Tenant any rights as against Broker. Tenant acknowledges they have chosen not to obtain a real estate licensed broker to represent them in this transaction. Landlord also may have a manager or other agent act on its behalf with respect to this Lease (the "Agent"). Tenant understands that if the Agent is involved in the Lease, that they have received written authority to act in all matters concerning this tenancy as Landlord's authorized agent. All obligations of this Lease are the responsibility of Landlord not the Agent. The Agent for Landlord shall accrue and benefit from the covenants, waivers, releases, and indemnifications contained in the Lease documents to the same extent as Landlord.

58. SMOKING

Smoking may not be allowed on the Premises. However, Landlord may restrict smoking altogether at any time. Tenant acknowledges that it has been informed that smoke from outside the Premises or from adjoining Premises may drift into Tenant's Premises. Tenant specifically agrees to abide by the smoking policies of Landlord which may prohibit smoking. This waiver shall apply to all tenants, occupants, guests, and minors. Second hand smoke is defined as a nuisance and may be a cause for eviction. Tenant shall abide by any regulations promulgated by Landlord regarding smoking. Further Tenant acknowledges that smoking damages the Premises and agrees to pay for any such damage.

59. CONTAMINATION

Tenant agrees not to cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Tenant shall not allow any hazardous substances to be used, stored, manufactured, or disposed of on or in the Premises. Tenant shall comply with all applicable environmental laws and regulations. If Tenant or any guest or Occupant violates the above, Tenant shall be responsible for any resulting clean-up and shall be liable for any damages, costs, fines, or charges imposed by any government agency. Tenant shall indemnify and hold Landlord harmless from any such costs and damages resulting from the violation of this provision.

60. PESTS

Initial Landlord Responsibility:

During the first 30 days of tenancy, the Landlord is responsible for pest control if reported by the Tenant.

Tenant Responsibility After 30 Days:

- a. After the first 30 days of the term of this Lease, pest control shall be the sole responsibility of the Tenant, including prevention and remediation.
- b. Tenant must keep the Premises free of all pests, including but not limited to rodents, fleas, ants, cockroaches, gnats, flies, and beetles.
- c. Tenant shall pay for all costs associated with remediating pests from the Premises.

Inspection and Certification:

By signing this Lease, Tenant certifies that it has inspected the Premises and has not observed any pests in the Premises.

Acknowledgment of Tenant's Role:

- a. Tenant acknowledges that most pest problems result from the actions of tenants and that such problems often cannot be detected by Landlord.
- b. Tenant warrants that any and all furnishings, clothing, food items, and other materials brought into the Premises or upon Landlord's property are free from any type of pest infestation, including but not limited to bed bugs, mice, lice, and cockroaches.
- c. Tenant represents that none of the items brought onto Landlord's property or within the Premises have been exposed to pests and that all such items have been inspected by Tenant.
- d. Tenant agrees that during its tenancy, it will not bring any infested items into the Premises or on Landlord's property.

Cost Responsibility:

- a. Tenant is responsible for all costs relating to removal, extermination, control, cleanup, and management of pests brought in by Tenant, its guests, occupants, or others (intentionally or not).
- b. Tenant is also responsible for all costs relating to removal, extermination, control, cleanup, and management of pests whose existence is caused and/or supported by the actions or inactions of Tenant, particularly issues relating to cleanliness and clutter of the Premises.
- c. These costs include but are not limited to the actual costs of pest control/extermination, loss of rents, replacement of infested/damaged materials, and any other costs incurred.

Reporting and Action:

- a. Tenant agrees to notify Landlord immediately of any infestation or sighting of pests within the Premises.
- b. Tenant may, upon written approval of Landlord, hire a licensed and bonded pest control/extermination company to remedy such infestation but must notify Landlord prior to such company entering the Premises.

Pro-Rata Cost Sharing:

- a. In the event it is necessary for Landlord to obtain pest control for another unit, a whole building, or the entire community, Tenant agrees to pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem.
- b. Tenant shall be responsible for the full cost if the infestation is a result of Tenant's actions or inactions.
- c. Landlord may require that Tenant use specific pest control entities.

Violation and Eviction:

- a. Violation of this provision is grounds for eviction.
- b. Tenant agrees to indemnify and hold harmless Landlord from any and all damages relating to pests within the Premises, extermination, control, or cleanup of pests; damages to personal property from pests; and any other damages relating to pests, regardless of their source.

Indemnification:

Tenant agrees to indemnify and hold harmless Landlord from any and all damages relating to pests within the Premises; extermination, control, or cleanup of pests; damages to personal property from pests; and any other damages relating to pests, regardless of their source.

61. LIEN

Grant of Security Interest: By this Lease, Tenant grants to Landlord a security interest in any and all property placed on the property of Landlord pursuant to Tenant's occupancy of the Premises. This includes any property in the Premises, storage areas, parking lots, common areas, or other premises of Landlord.

Effectiveness of Security Interest:

The right to execute and take possession of this security interest shall become effective upon any rent or fees being due and unpaid. Landlord shall have the right to retain such property and utilize it to satisfy any monies due under this Lease.

Filing of Security Interest:

Landlord may file a security filing with any governmental agency as notice of this lien. This security interest shall be deemed effective against all property in the Premises and shall be in addition to the statutory Landlord's Lien.

Inspection for Inventory:

Landlord may inspect the Premises at any time that there is an unpaid balance due for the purposes of preparing an inventory of the secured items.

Sale of Secured Items:

- a. Sale of items under this provision may take place with five (5) days written notice to the last known address of Tenant.
- b. Tenant agrees to waive the notice of the sale, to the sale being a public auction, and to the sale taking place at a location determined by Landlord within the State.
- c. Notices of the sale will be posted at the location of the sale and listed in the electronic version of any paper within the State.
- d. The sale will be held at such time and day as determined by Landlord.

Use of Sale Proceeds:

Proceeds from the sale of secured items will be applied to the amounts owed by Tenant, including any costs associated with the sale. Any remaining balance will be returned to the Tenant if their forwarding address is known; otherwise, it will be held as required by law.

Waiver and Indemnification:

Tenant agrees to waive any claims against Landlord for the exercise of this security interest and sale of secured items. Tenant also agrees to indemnify and hold harmless Landlord from any claims arising out of the enforcement of this lien.

62. HOLD OVER**Month-to-Month Tenancy with Consent:**

- a. If Tenant has not given notice to vacate and, with the consent of Landlord, continues in possession of the Premises after the expiration of any Lease Term, extension, or renewal, this Lease shall become a month-to-month lease.
- b. The month-to-month tenancy shall be subject to all the terms and conditions of this Lease.
- c. Tenant shall pay Landlord for any month-to-month period, rent equivalent to the then current market rent for the Premises plus a month-to-month fee of 10% of the monthly rent.
- d. If Landlord has not given Tenant written notice of the current market rent for the Premises at least fourteen (14) days prior to the start of any month-to-month period, Tenant shall pay rent for any month-to-month period equivalent to the last month of the preceding term, plus the month-to-month fee.

Rent and Fee Obligations:

- a. Tenant shall be liable for and pay all month-to-month fees without prior notice or demand from Landlord.
- b. Landlord may raise Tenant's rent or change any other lease provisions when Tenant is a month-to-month tenant by providing sixty (60) days written notice to Tenant prior to the first day of the month for which any rent increase or other lease change would be effective.
- c. The Lease shall remain in effect on a month-to-month basis until terminated by either party in accordance with the Lease.

Wrongful Hold Over Without Consent:

- a. If Tenant continues in possession of the Premises without the consent of Landlord and fails to vacate or turn in any keys after the expiration and termination of any lease term, extension, or renewal, or after any notice to vacate, Tenant shall be considered wrongfully holding over.
- b. Tenant shall owe and pay Landlord rent in the amount of three (3) times the daily rent, calculated by using the total monthly rent from the preceding month, for each day that Tenant wrongfully holds over.

Notice and Termination:

- a. The Lease shall remain in effect on a month-to-month basis until terminated by either party in accordance with the Lease.
- b. Either party may terminate the month-to-month tenancy by providing proper notice as required by this Lease and applicable Pennsylvania law.

63. SEVERABILITY

If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable

64. MOLD

Mold can grow if the Premises is not properly maintained or ventilated. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold from accumulating in the Premises. Tenant agrees to clean and dust the Premises regularly and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any heating, ventilation, or air conditioning ducts in the Premises. Tenant also agrees to immediately report to Landlord any evidence of a water leak or excessive moisture, any evidence of mold, any failure or malfunction in heating, ventilation, or air conditioning, and any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises and Tenant's personal property as well as any injury to Tenant and Occupants resulting from Tenant's failure to comply with the foregoing.

65. FIRE OR EMERGENCY

Tenant agrees to immediately notify Landlord of any fire or emergency on the Premises.

66. RADON

Tenant is notified that radon gas is a naturally occurring radioactive gas that may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings and homes in the state. Additional information regarding radon and radon testing may be obtained from the local health department.

67. SEVERABILITY

If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

68. CONTROLLING LAW

This Lease shall be construed in accordance with and governed by the laws of the state where the Premises is located.

69. GENERAL

Possessory Interest:

This Lease creates a possessory interest only, establishing the relationship of the parties as landlord and tenant.

Binding Nature:

All covenants contained herein shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, assigns, and successors.

Cumulative Rights and Remedies:

The Landlord's rights and remedies under this Lease are cumulative. The exercise of any one or more of these rights shall not exclude or preclude Landlord from exercising any other right or remedy.

No Oral Agreements:

No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Tenant and an authorized agent of Landlord.

Joint and Several Liability:

In the event of more than one Tenant, each Tenant is jointly and severally liable for each provision of this Lease.

Legal Age:

Each Tenant states that he or she is of legal age to enter into a binding Lease for lodging.

Performance of Obligations:

All obligations hereunder are to be performed in the county and state where the Premises is located.

Time is of the Essence:

Time is of the essence in this Lease.

Governing Law:

It is hereby acknowledged and agreed by the Tenant that Pennsylvania law shall govern the provisions of this Lease Agreement.

Supersession of Previous Agreements:

This Lease Agreement supersedes any and all previous agreements among the parties hereto for the Premises.

Waiver of Jury Trial:

THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF IN A COURT SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY UNDER THIS LEASE.

Joint and Several Liability:

If more than one person has signed this Lease as Tenant, the liability of each shall be joint and several.

Non-Waiver:

Failure of Landlord to insist upon strict performance of any term, condition, or covenant of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such term, condition, covenant, or option in any other instance. Waiver by Landlord of any breach of this Lease shall not be construed as a waiver of any subsequent breach.

Headings:

Headings are inserted for convenience only and shall in no way affect the interpretation of this Lease.

Entire Agreement:

This Lease, along with any exhibits or attachments, constitutes the entire agreement between the parties hereto and supersedes all prior understandings or agreements of the parties. No modification of this Lease shall be valid unless in writing and executed by all parties hereto.

Counterparts:

This Lease may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Electronic Signatures:

Electronic signatures shall be deemed as effective as originals.

Amendments:

This Lease may not be amended or modified except by written instrument signed by both Landlord and Tenant.

Assignment:

Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord.

Survival:

All covenants and agreements of Landlord and Tenant shall survive the termination of this Lease unless otherwise provided herein.

70. ADDENDA

Tenant acknowledges and agrees that any addenda or other related agreements that are attached to this Lease are incorporated herein and are considered part of this Lease.

Included Addendum:

- a) Addendum A. Summary of Amounts
- b) Addendum B. Rules and Regulations
- c) Lead Paint Disclosure
- d) EPA Lead Paint Advisory Pamphlet

71. SIGNATURE

TENANT UNDERSTANDS THIS IS THE LEASE AGREEMENT IN ITS ENTIRETY, INCLUDING ANY ADDENDA AND/OR ATTACHMENTS ATTACHED HERETO, THAT THIS IS A BINDING LEGAL CONTRACT AND THAT I HAVE READ THIS LEASE AND ALL ADDENDA AND ATTACHMENTS BEFORE SIGNING. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD:

(Joe Johnbosco as authorized agent for
Apto Management Inc & The Landlord)

Date:

TENANT(S):

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

GUARANTOR:

Name:

Date:

Name:

Date:

Name: _____

Date: _____

SAMPLE

Addendum A. Summary of Amounts

FEE / CHARGE	AMOUNT	DESCRIPTION
First Month Rent	\$ _____	For the partial month between _____ and _____. Due before lease start date (Section 5)
Monthly Rent Starting 2nd month	\$ _____	Due on the 1st day of each month. (Section 5)
Security Deposit	\$ _____	Due before date specified in Section 5.
One time Non-Refundable Pet Fee	\$ _____	Due before date specified in Section 5. (Section 6 and Addendum C)
Monthly Pet Fee	\$ _____	Due with the rent
Additional Deposit	\$ _____	Due before date specified in Section 5.
Monthly Fees	\$ _____	Due with the rent
Washer & Dryer Fee	\$ _____	Due with the rent
Late Fee	\$ 50.00	Applied on the 2nd day of the month if Rent is not paid in full by due date/time and added to the outstanding balance. (Section 17)
Returned Check Fee	\$ 35.00	Applied to the outstanding balance and Rent is considered late. (Section 15)
Utility Transfer Penalty Fee	\$ 50.00	Applied to first month's rent payment if any utility that is tenant's responsibility is not transferred by the tenant to their name by the lease start date. (Section 18)
Key Lockout Fee	\$ 75.00	Each occurrence (Section 47)
Key Violation Fee	\$ 100.00	Each occurrence when lock is replaced by tenant in addition to new lock cost. (Section 47)
Key Replacement Fee	\$ 25.00	Each occurrence when lock replacement is requested by tenant (Section 47)
Parking Fees	\$ _____	Due with the rent
Monthly Garage/ Carport/Parking/ Storage Unit:	\$ _____	Due on the 1st day of each month (Section 6)

Tenant Initials: _____ Date: _____

Addendum B. Rules and Regulations

The following is part of the Lease Agreement Dated: _____

Between (LANDLORD): Apto Management Inc., as agent for the Owner of the Record

AND (TENANTS): _____

The following is a list of rules and regulations that are part of the Lease Agreement. These rules and regulations are for the purpose of maintaining the aesthetic appearance and comfortable living environment of the home and insure proper use of the rental and the premises. Tenant agrees to comply with all rules and regulations and understands that they are responsible and liable for the actions and behavior of their entire household, as well as their guests and visitors. Violations of the below rules and regulations will result in termination of tenancy.

Occupancy: Occupancy is limited to those listed on the Lease Agreement. Any additional person(s) staying in the home for a period of more than 10 days must complete an application and be approved for tenancy. Unapproved occupants staying in the home for more than 10 days will result in termination of tenancy for all occupants. For emergency purposes, please inform the landlord/manager of the name and license plate number of **any** person staying in the home for any amount of time.

Contact Information: Tenant shall keep the landlord/manager informed of current contact information at all times, including phone numbers, emails, and emergency contacts.

Smoking: Smoking in the home or within 25 feet of the building is prohibited. Tenant will be held liable for any smoke-related damage, including odor or stains in the walls, ceilings, carpets, flooring, and other damage caused by smoking. Tenants are responsible and liable for the actions of their guests and visitors.

Decks/Balconies/Patios: Decks, balconies, and patios must remain clear of debris, garbage, bicycles, furniture, shoes, and other clutter. Decks, balconies, and patios may not be used to dry clothes or as storage. *Barbecues, lawn furniture, and plants are the only acceptable items allowed on decks, balconies, and patios.*

Window Coverings: Tenants may not use bed sheets, blankets, or other similar materials for window coverings. Blinds must remain in the down position. Tenant's personal curtains and window coverings cannot be visible from the outside. Damaged blinds must be replaced immediately (within 24 hours).

Satellite Dishes/Antennas: Satellite dishes and antennas may not be installed or attached to the building. Satellite dishes must be free-standing and require prior written landlord/manager approval.

Walkways: All walkways and stairs are to be kept clear and free of debris at all times. Absolutely no storage or accumulation of any items on or near walkways or interior or exterior stairs. All brooms, mops, waste receptacles, etc. must be stored inside the rental.

Noise: Tenants shall respect their neighbor's rights to peace and quiet and shall keep all noise to a minimum, including keeping voices, music, stereos, vehicles, and television levels to a minimum.

Tenants shall use the premises in a way as to not disturb neighbors, including not slamming doors, knocking on walls, stomping on floors, honking, revving engines, or in other ways being disruptive. **Any** noise between the hours of 10pm – 8am will not be tolerated.

Housekeeping: Tenants shall keep the premises clean, sanitary, and neat by performing routine housekeeping at regular intervals, including keeping clutter to a minimum, disposing of trash and garbage in a proper manner, sweeping, vacuuming and wiping down all surfaces. Tenant may not make any permanent changes to the dwelling (including painting) without written permission from the landlord/manager. Tenant is responsible for keeping light bulbs and detectors in working order for the duration of tenancy.

Use of Driveways/Parking Lot: Driveways and parking lots shall be used solely for vehicles. No skateboarding, skating, bicycling or playing is allowed in these areas.

Parking: Vehicles shall only be parked in designated parking spaces. Parking spaces are for tenants only. Vehicles must be operational. Absolutely no obstructing other vehicles, parking on the lawn, sidewalk, or walkways. Trailers, boats, and recreational vehicles shall not be parked on the premises. Vehicles in violation may be towed without further notice.

Trash/Garbage Receptacles: All trash and garbage shall be in tied plastic bags and placed in the proper receptacles. Receptacle lids must close completely after every use. Trash and garbage shall never be placed beside or behind the receptacles. The trash and garbage receptacle is for tenant use only. Absolutely no furniture is to be placed or disposed of in or near the receptacles. The cost of disposal of such large items will be charged to the owner of the items. Recycling bins are for the proper disposal of recyclable trash only. Flatten all boxes before putting them in the recycle bin. Each Tenant is responsible for keeping the area directly surrounding their home clean. Single-Family Homes: Tenants shall adhere to their city's pick-up schedule.

Lockout/Lost Key: Lockout service may be requested between 10am-4pm, Monday – Friday for a Key Lockout Fee as specified in their Lease Agreement Addendum A. (Summary of Amounts). After-hours lockouts will require the use of an independent locksmith. Tenants shall not change or add to the locks of the rental at any time. Lock changes shall be conducted only by the landlord/manager. New locks may be requested for a fee.

Laundry Facilities: Unless a single-family home, the laundry facilities shall only be used between the hours of 9am – 8pm daily. Personal belongings may not be left in the laundry rooms at any time.

Animals: No animals shall be permitted inside the rental or on the premises *at any time* unless tenant has authorization for the animal in writing from the landlord/manager.

Vehicle Maintenance: Vehicle washing and repair shall not be conducted on the premises.

Cooking: Cooking shall only be conducted in the kitchen. A barbeque outside is permitted. Tenant shall never pour cooking grease or other damaging/obstructing objects down toilets, sinks or drains.

Weapons: Tenant shall not possess, use, or store deadly weapons in the rental or elsewhere on the premises, including firearms.

Explosive Substances: Tenant shall not bring into or keep any explosive substances upon the Leased Unit and/or building of which it is a part.

Intoxicating Substances: Tenant shall not use the Leased Unit for disorderly and/or immoral purposes, and/or in violation of any Federal, State or Local Laws in force or which may be hereafter enacted relating to the manufacture, possession, storage, or sale of intoxicating substances.

Local ordinance and codes: Tenant agrees to abide by all borough or township codes or shall be held directly responsible for violation of same.

Maintenance: Maintenance requests must be made in writing. Tenant is liable for all expenses incurred that are a result of tenant misuse or neglect, including that done by guests and visitors. Tenant Shall not to bring or keep in the Leased Unit, anything which would in any way increase the rate of fire insurance or do anything which conflicts with the rules and ordinances of the municipality, or to commit any illegal or unlawful act in,

Plumbing: Tenant shall report all drips and leaks immediately to the landlord/manager. Tenant is liable for all expenses or repairs resulting from tenant stopping of waste pipes or overflow from sinks, tubs, toilets, showers, washbasins or containers.

Vandalism/Illegal Activities: Vandalism of any kind will not be tolerated. Any tenant or guest who vandalizes the rental or grounds in any way is liable for criminal prosecution. Tenant is liable for all expenses associated with returning the premises to their proper condition. Illegal activity of any sort will not be tolerated. All illegal activities will be reported to the proper authorities and will result in immediate eviction.

Common Areas: Tenant shall not keep personal belongings in common areas or obstruct halls, stairways, elevators, laundry rooms, or other common areas.

Roof: Tenant shall not be permitted on the roof of the property at any time.

Window Screens: The landlord/manager is not obligated to provide screens for windows or doors. Screens can be provided at tenant's expense.

Carpets: Carpets must be professionally cleaned. The landlord/manager will arrange for carpets to be professionally cleaned after tenant vacates at tenant's expense. If tenant would like carpets cleaned during tenancy, they must contact the landlord/manager.

Inspections: Routine inspections of the premises will be conducted with proper notice.

Tenant Name Display: Tenant shall not exhibit or display his/her name anywhere except in the place provided by the Landlord.

Animals and Pets: Tenant shall not keep any animals in or about the Leased Unit or the building of which it is a part that are not specified in the Lease Agreement .

Alterations and Improvements: Tenant shall not make any alterations, additions, or improvements without the written consent of Landlord. Any alterations, additions, or improvements so made shall become the property of Landlord.

Eviction Proceedings: TENANT agrees that in the event of eviction proceedings, tenant, will pay all reasonable legal fees, an **Eviction Processing Fee of \$250.00 and court costs to enforce lease terms.**

Tenant(s) agree that they have read, understand, and will abide by these Rules and Regulations and understands that they are personally liable for the behavior and actions of their household, guests, and visitors.

Dated as of this _____ day of _____, 20_____

LANDLORD:

(Joe Johnbosco as authorized agent
for Apto Management Inc & The
Landlord)

Date:

TENANT(S):

Date:

Date:

Date:

Date:

Date:

Addendum C. PET ADDENDUM

This Pet Addendum to the Residential Lease Agreement dated _____, is made by and between the Landlord and Tenant, respecting the Premises located at _____.

1. Authorization and Permitted Pets

Landlord hereby authorizes Tenant to keep pet(s) in the Premises during the Lease Term, subject to any earlier termination of the tenancy. Only animals fitting the description below are permitted.

No more than _____ total pets are permitted in the residence.

Permitted pets include:

Total Number of Pets Approved: _____

Dog Breed Restrictions: German Shepherds, Pit Bull Terriers, Cane Corsos, Rottweilers, Staffordshire Terriers, Akitas, Mastiffs, Great Danes, Doberman Pinschers

2. Pet Descriptions

PET 1	PET 2
a. Pet Name:	a. Pet Name:
b. Pet Type:	b. Pet Type:
c. Pet Breed:	c. Pet Breed:
d. Color:	d. Color:
e. Weight:	e. Weight:
f. Age:	f. Age:
g. Sex:	g. Sex:
h. Spayed/Neutered? Yes No	h. Spayed/Neutered? Yes No
i. Pet License #:	i. Pet License #:
j. Rabies Vaccination #:	j. Rabies Vaccination #:

3. Pet Fee

A one-time nonrefundable Pet Fee of \$300.00 is required to be paid for having the pet(s) in the Premises. The Pet Fee shall be paid prior to the pet(s) being kept in the Premises.

4. Pet Deposit

A pet deposit is not required to be paid prior to having any pet(s) in the Premises. The Security Deposit in the lease does not include a pet deposit. The refund of the pet deposit, if applicable, is subject to the terms and conditions set forth in the Lease.

5. Vaccination and Health Records

Tenant must keep the pet(s) vaccinated and up-to-date on all vaccinations. Tenant must provide Landlord with current vaccination records immediately upon request. Failure to provide such records may result in a violation fee or other penalties.

6. Violation of Pet Rules

Any violation of these terms of this Pet Addendum or any other pet rules established by Landlord shall result in a violation fee of \$300.00.

7. Liability Not Limited

The additional Pet Fee and any potential Pet Deposit under this Pet Addendum do not limit Tenant's liability for property damages, cleaning, deodorizing, de-fleaing, replacements, or personal injuries.

8. Additional Rules

Landlord may establish and change rules concerning pets. A violation of the rules concerning pets may result in Tenant's removal of the pet or other remedies allowed by law.

This Pet Addendum is made a part of the Residential Lease Agreement and is subject to all terms and conditions contained therein.

LANDLORD:

Date:

(Joe Johnbosco as authorized agent for Apto
Management Inc & The Landlord)

TENANT(S):

Date:

Addendum E. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

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, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet in lead poisoning prevention.

Landlord's Disclosure (initial) _____

- (a) Presence of lead-based point or lead-based paint hazards (*check one below*)
 - Known lead-based paint and/or lead-paint hazards are present in the housing (*explain*)
 - Landlord has no knowledge of lead-based paint and/or lead based paint hazards in the housing.
- (b) Records and reports available to the landlord (*check one below*)
 - Landlord has provided Tenant with all available records and reports pertaining to lead-based paint
 - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (initial) _____

- (c) Tenant has received copies of all information listed above
- (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*

Agent's Acknowledgement (initial if applicable)

- (e) Agent has informed Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

LANDLORD:

Date:

(Joe Johnbosco as authorized agent for Apto Management Inc & The Landlord)

TENANT(S):

Date:

Addendum F. Itemized List of Common Deposit Deductions

CLEANING - KITCHEN	
Clean Kitchen – Normal Cleaning	\$150.00
Clean Kitchen – Deep Clean	\$300.00
Oven & Stove (Inside/Outside/Underneath)	\$75.00
Refrigerator (Inside/Outside/Underneath)	\$75.00
Dishwasher (Inside/Outside)	\$75.00
Microwave (Inside/Outside/Underneath)	\$25.00
Cabinets (Wash Inside/Outside)	\$200.00
Countertops	\$25.00
Sweep and Mop Floors	\$25.00
Dust and Wash Trim	\$15.00
Wipe Down Walls	\$25.00
Drip Pan Replacement	\$35.00
CLEANING - LIVING ROOM/DINING ROOM/OFFICE/RECREATION ROOM/FOYER/ENTRY (Per Room)	
Normal Cleaning per room	\$100.00
Deep Clean per room	\$200.00
Sweep, Vacuum, Mop per room	\$50.00
Dust and Wash Trim per room	\$25.00
Wipe Down Walls per room	\$25.00
CLEANING - BATHROOM (Full and half bath)	
Bathroom – Normal Cleaning per bathroom	\$100.00
Bathroom – Deep Clean per bathroom	\$200.00
Bathtub/Shower per bathroom	\$50.00
Sink per bathroom	\$25.00
Cabinet (Inside/Outside) per bathroom	\$25.00
Toilet per bathroom	\$25.00
Sweep and Mop Floors per bathroom	\$25.00
Dust and Wash Trim per bathroom	\$25.00
Wipe Down Walls per bathroom	\$25.00
Wipe Down Fixtures per bathroom	\$25.00

CLEANING - BEDROOM (Per BEDROOM)	
Bedroom – Normal Cleaning	\$100.00
Bedroom – Deep Clean	\$200.00
Sweep, Vacuum, Mop	\$50.00
Dust and Wash Trim	\$25.00
Wipe Down Walls	\$25.00
GENERAL, DAMAGES, REPAIRS AND TRASH	
Repair Drywall - 6" x 6" Size	\$75.00
Repair Drywall - 12" x 12" Size	\$150.00
Repair Drywall - Larger Than 12"x 12"	\$150 plus \$10.00 per square feet
Wash Light Fixture (Each)	\$15.00
Replace Interior Door	\$100.00
Replace Exterior Door	\$250.00
Clean Ceiling Fan	\$25.00
Change Light Bulb (Each)	\$5.00
Replace Smoke Detector Batteries	\$25.00
Replace Carbon Monoxide Detector Batteries	\$25.00
Replace Smoke Detector	\$75.00
Replace Carbon Monoxide Detector	\$75.00
Replace Window Blinds	\$40.00
Replace Sliding Door Blinds	\$60.00
Carpet Cleaning (Normal)	\$200.00
Carpet Cleaning (Deep Clean)	\$350.00
Carpet Spot Treatment (Each Spot)	\$15.00
Replace HVAC Filter	Varies
Replace Carpet (12 'x 12 'Room)	\$500.00
Replace Wood, Vinyl, Linoleum, Etc. Flooring (12' x 12' Room/area)	\$600.00
Replace Wood, Vinyl, Linoleum, Etc. Flooring (Larger than 12' x 12' area)	\$10.00 per square feet
Repaint One Room (12 'x 12')	\$400.00
Repair Kitchen Cabinet	\$150.00
Repair Kitchen Drawer	\$150.00
Wash Window (Including Tracks) (Inside)	\$20.00

Fill Nail Holes Per Room	\$40.00
Replace Interior Door Knob	\$25.00
Replace Exterior Door Lock	\$100.00
Pest or Rodent Extermination	\$250.00
Odor Removal(actual cost incurred)	Varies
EXTERIOR	
Trash Removal (Per 30gallon load)	\$100.00
Mow Lawn	\$45.00 to \$75.00
Weed Flower Beds	\$45.00 to 150.00

Tenant Initials: _____ **Date:** _____