

WESTSIDE VILLAGE

140 N. Gill Street State College, PA 16801 814-234-1707

LEASE

1. DISCLAIMER

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

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. NO TENANT SHOULD SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THE LEASE.

2. NAMES OF LANDLORD AND TENANT

Name of Landlord: WESTSIDE VILLAGE (hereinafter “**Landlord**”).

Name(s) of tenant(s) agreeing to be bound by this Lease (hereinafter collectively referred to as “**Tenant**”), each of whom are agreeing to be jointly and severally liable hereunder:

[Tenants’ Name(s)]

3. LEASED PROPERTY

The following **leased property** is the place that **Landlord** agrees to lease to **Tenant**

Apartment Street Address Here, Unit Number, State College, PA 16801

4. LEASE TERM & RENEWAL

This Lease starts on **_____** at 12:00 Noon (“Lease Start Date”) and ends on **_____** at 12:00 Noon (“Lease Termination Date”). This Lease will end automatically on the Lease Termination Date, unless terminated earlier or renewed in accordance with the terms of this Lease.

Landlord may offer **Tenant** a new lease to take effect at the end of this Lease. **Tenant** will also be notified if **Landlord** decides not to offer **Tenant** a new lease. If offered, a new lease may include changes. **Tenant** will be notified of any proposed new lease at least ninety (90) days before the end of this Lease. If notice of non-renewal is given, **Tenant** agrees to vacate by the end date and time of the lease, or to forfeit **Tenant’s** entire security deposit (which shall in no way limit the any other remedies afforded the **Landlord** under this lease). **Tenant** may also give notice of non-renewal to **Landlord**. Such notice must be received by **Landlord** in writing at least ninety (90) days before the end of this Lease. In such case, **Tenant** agrees to vacate by the end date and time of this Lease or to forfeit the entire security deposit (which shall in no way limit any other remedies afforded the Landlord under this Lease). In the event neither **Landlord** nor **Tenant** give notice of non-renewal to the other, this Lease will automatically continue for an additional one (1) year period with the rest of the Lease remaining the same, except that the rent for any subsequent term shall automatically be increased each year by five percent (5%) of the amount payable in the immediately preceding year.

5. RENT

The first rent payment is due on: **August 1, 2021**

The total amount of base rent due is: **\$MONTHLY RENT X12** for the Lease Term, which is payable over 12 equal, consecutive monthly installments of **\$MONTHLY RENTAL AMOUNT** each payable on the 1st day of each month.

Tenant understands this is a **351-day lease [OR 12 month lease in case of renewal]**, with the total rental

payment for the term of this Lease spread out over 12 equal monthly payments.

Landlord does not have to ask (make demand upon) **Tenant** to pay rent. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **Landlord** at the place specified by **Landlord**.

6. LATE FEE AND ALLOCATION OF PAYMENTS

In the event that any rent payment required to be paid by **Tenant** hereunder is not paid **IN FULL** by the start of the **FIFTH (5th) DAY OF EACH MONTH**, **Tenant** shall pay to **Landlord**, in addition to such payment or other charges due hereunder, a **LATE CHARGE EQUAL TO 5% OF THE BALANCE OF RENT DUE** as additional rent.

Tenant understands and agrees that all payments received by **Landlord** will first be applied towards any and all delinquencies and prior balances (including, without limitation, late fees, interest, lockout fees, maintenance charges, etc.) and the remaining balance after such deductions will be applied towards the current rent due. For this reason, even if **Tenant** pays rent in the full base amount for a particular month, the existence of prior balances could result in **Tenant's** rent not being deemed paid in full under this Lease.

7. SECURITY DEPOSIT

Tenant agrees to pay a security deposit of **SEQUAL TO 1 MONTH RENT**. **Tenant** agrees to pay the security deposit to **Landlord** before the Lease Start Date and before **Landlord** gives possession of the leased property to **Tenant**.

Landlord may take money from the security deposit to pay for any damages caused by **Tenant**, **Tenant's** family and/or **Tenant's** guests beyond normal wear and tear. **Landlord** may use the security deposit to pay for any unpaid rent, late fees, and/or additional charges permitted by this Lease.

After taking out for damages, unpaid rent, late fees and additional charges permitted by this Lease, **Landlord** agrees to send to **Tenant** any security deposit money left over.

When **Tenant** moves out, **Landlord** will send the remaining security deposit money to **Tenant** no later than 30 days after the Lease Termination Date and **Tenant** leaves, provided that **Tenant** gives **Landlord** a forwarding address. **Landlord** also agrees to furnish to **Tenant** a written list of damages and amounts of money taken from the security deposit.

Tenant agrees to give **Landlord** a written forwarding address when **Tenant** vacates the leased property on the Lease Termination Date. **Security deposit will not be returned unless Tenant provides Landlord written notice specifying to whom the security deposit should be made payable and a single address to where the check should be mailed**

During the term of this Lease, upon written notice from **Landlord** that security deposit sums have been applied, **Tenant** shall, within ten (10) days, replenish the security deposit to its original amount.

Tenant must pay for all charges and damages which are not covered by the security deposit as additional rent.

Tenant may not use the security deposit as payment of the last month's rent.

8. LANDLORD'S DUTY AT THE LEASE START DATE

Landlord agrees to give **Tenant** possession of the leased property on the Lease Start Date. The Lease will start even if **Landlord** cannot give **Tenant** possession of the leased property for any reason. However, **Tenant** does not have to pay rent until **Tenant** receives possession of the leased property, so long as the delay was not caused by **Tenant**. In such instances where **Landlord** is unable to deliver possession of the leased property on the Lease Start Date, except where the delay is caused by **Tenant**, **Landlord** shall accept occupancy at the later date, in which event **Landlord** will prorate the rent to that date.

In addition to the security deposit, first month rent is due before move in date. Landlord is not obligated to give Tenant possession (allow Tenant to move in) if these payments are not made in full

prior to the Lease Start Date.

9. DAMAGE TO LEASED PROPERTY

Tenant agrees to notify **Landlord** immediately if the leased property is damaged by fire or any other cause. **Tenant** further agrees to notify **Landlord** if there is any condition in the leased property that *could* damage the leased property or harm **Tenant** or others.

If the leased property is destroyed by fire or casualty, or damaged to an extent that the use of the leased property is substantially impaired, **Tenant** may:

- 9.1.1. If continued occupancy is permitted by law, continue to occupy that part of the leased property still usable, in which case **Tenant's** liability for rent shall be reduced by proportionately, to an amount determined by **Landlord** in its sole reasonable discretion, from the rent due under this Lease before the damage, until such time as the damages are repaired. **If continued occupancy is not permitted by law, this Lease shall terminate immediately and Tenant must move out within 24 hours**, or before the end of the next business day. If this Lease is terminated as a result of fire or other casualty, the **Landlord** shall return all prepaid rent plus unused security deposit; or
- 9.1.2. If it is not reasonably possible for **Tenant** to live in the leased property, **Tenant** must notify **Landlord** immediately that the Lease is ended and may move out within 24 hours. This lease will end as of the date of moving out.

If the fire or other casualty is caused by the act or negligence of **Tenant**, **Tenant's** family or persons who are on the leased property with the permission of **Tenant**, **Tenant** shall pay for all repairs and all other damage and this Lease will remain in effect and **Tenant** will be required to continue paying rent even if **Tenant** cannot occupy the leased property.

Tenant agrees that if the leased property is damaged or destroyed and **Tenant** ends the Lease, **Landlord** has no further responsibility to **Tenant**.

10. INSURANCE

Landlord agrees to have insurance on the building where the leased property is located. **Tenant's** own personal property is **not** insured by **Landlord's** insurance. **Tenant** is responsible for **Tenant's** own personal property, as well as the personal property of **Tenant's** family and/or **Tenant's** guests that is located in or around the leased property.

Tenant agrees to do nothing to cause a cancellation or an increase in **Landlord's** fire or liability insurance. If **Tenant** causes an increase in insurance premiums on the leased property and/or the building of which the leased property is a part, **Tenant** agrees to pay as additional rent such increase. **Non-payment of additional rent gives Landlord the same rights against Tenant as if Tenant failed to pay the rent.**

11. ASSIGNMENTS OR SUBLEASES BY TENANT

(*Assignment* and *assign* are the legal terms for a transfer of the Lease from the tenant to another person. This other person then becomes the **Landlord's** new tenant and takes over the Lease).

Tenant agrees **NOT** to transfer (**assign**) this Lease to anyone else without the prior written permission of **Landlord**, which may be withheld in **Landlord's** sole discretion.

(A *sublease* is a separate lease between **Tenant** and another person who leases all or a part of the leased property from **Tenant**).

Tenant agrees **NOT** to lease (*sublease*) all or any part of the leased property to anyone else without the prior written consent of **Landlord**, which may be withheld in **Landlord's** sole discretion. **Tenant** agrees that if **Tenant** transfers (*assigns*) this Lease or leases all or a part of the leased property to another (*sublease*), without gaining **Landlord's** prior written consent, **Tenant** has violated this Lease and penalties will apply.

12. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Landlord is responsible for all damage to property or injury to people caused by the intentional or grossly negligent acts of **Landlord** or **Landlord's** representatives at the leased property.

Tenant is responsible for all damage to the leased property and injury to people caused by **Tenant**, **Tenant's** family and/or **Tenant's** guests.

Tenant agrees that **Landlord** is not responsible to **Tenant**, **Tenant's** family or **Tenant's** guests for damage or injury caused by water, snow or ice that comes on the leased property except to the extent that such injuries are due to **Landlord's** gross negligence or failure to comply with the terms of this Lease.

13. USE OF LEASED PROPERTY

Tenant agrees that **Tenant**, **Tenant's** family, and all of **Tenant's** guests/invitees on the leased property shall:

- 13.1.1. Keep the leased property and any other part used by **Tenant** as clean and safe as possible, and to make and pay for all repairs caused as a result of **Tenant** actions or neglect.
- 13.1.2. Avoid littering in the leased property, or on its grounds, and promptly remove all garbage and debris in the leased property, or on its grounds, and place it in trash cans.
- 13.1.3. Use safely all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the leased property.
- 13.1.4. Do nothing to destroy, deface, damage or remove any part of the leased property or grounds.
- 13.1.5. Do nothing to destroy the peace and quiet of the **Landlord**, other **Tenants**, or persons in the neighborhood.
- 13.1.6. Make no substantial alteration(s) to the leased property including, but not limited to, painting, rebuilding, removing or repairing without **Landlord's** prior written permission, which may be withheld in **Landlord's** sole discretion. Unless **Landlord** gives written permission to remove an alteration, such alteration shall become **Landlord's** property.
- 13.1.7. Promptly notify **Landlord** of conditions which need repair.
- 13.1.8. Use the leased property only as a residence.
- 13.1.9. Obey all federal, state and local statutes, laws, rules, regulations, and ordinances.
- 13.1.10. Keep no flammable, hazardous, or toxic chemicals or substances in or around the leased property.
- 13.1.11. Refrain from any activities in or around the leased property that could increase the risk of danger or cause actual harm to anyone or damage any property.
- 13.1.12. Have **NO PETS** in the leased property, or on its grounds, for any amount of time.

Tenant further agrees that **Tenant** will not allow additional people to live in the leased property or its grounds without the prior written permission of **Landlord**, which may be withheld in **Landlord's** sole discretion. Any individuals living in the leased property without the prior written permission of **Landlord** will be considered illegal tenants.

Housing permits may be suspended when **Tenant** or **Tenant's** guests violate local ordinances and laws. Points are assigned to the leased property for each violation. If enough points are assessed such that the housing permit is suspended, the rental unit must be vacated and may not be occupied by anyone during the suspension period. If that occurs, **Tenant** remains responsible for the rental and utility payments through the end of the lease term.

14. RULES AND REGULATIONS

Tenant agrees to obey all Rules and Regulations for the leased property. If **Tenant** violates any Rules or Regulations for the leased property, **Tenant** violates this lease. The Rules and Regulations are hereby incorporated into and made an integral part of this Lease. See "Rules and Regulations" attached hereto as an addendum.

Landlord reserves the right to alter, amend, and/or supplement the Rules and Regulations from time to time, and **Tenant** shall be subject to such altered, amended, and supplemented Rules and Regulations as provided to **Tenant** on **Landlord's** website (www.rentwestsidevillage.com/).

15. LANDLORD’S RIGHT TO MORTGAGE THE LEASED PREMISES (SUBORDINATION)

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

Tenant agrees that **Landlord** has the right to mortgage the leased property. If **Landlord** has a mortgage on the leased property now, or if **Landlord** gets a mortgage in the future, **Tenant** agrees that this Lease is *subordinate* to the **Landlord’s** mortgage.

16. CARE OF LEASED PROPERTY

Tenant is responsible for, and will take good care of, the leased property and all the property in and around the leased property. **Tenant** agrees to pay for any damage caused by **Tenant**, **Tenant’s** family and/or **Tenant’s** guests. A Damaged Items, Painting and Cleaning Cost Sheet is included in the “Move-Out Procedures”.

Tenant agrees to turn over possession of the leased property to **Landlord** when this Lease ends in the same condition as it existed at the Lease Start Date, except for reasonable wear and tear in accordance with the “Move-Out Procedures” available on **Landlord’s** website (<http://www.rentwestsidevillage.com/moving-out/>) and/) included in the attached Lease Addendums Package, which is incorporated into and made a part of this Lease.

17. MOLD

Tenant shall be responsible for the prevention of growth and accumulation of mold within the leased property. **Tenant** is advised to keep the dwelling area clean and free of visible moisture and/or mold on any surfaces within the leased property including wood structures, windowsills, floors, and other surfaces. Should any water leak or any other water damage occur within the leased property, **Tenant** is required to notify **Landlord** immediately so that remedial measures can be taken to avoid any further damage to the unit that may result from either the water or any mold that may increase damage. In the event that **Tenant fails** to comply with this notification requirement, **Tenant** will be held responsible for any physical as well as monetary damages that accrue to the leased property and any adjacent areas. Physical property and health related damages can result in substantial economic consequences to the responsible party.

If **Tenant** is responsible for the water leak or damage and/or fails to notify **Landlord**, **Tenant** will be held responsible for any physical and/or monetary damages that accrue to the leased property, adjacent areas, or individuals affected thereby. **Tenant** hereby agrees to indemnify and hold **Landlord** harmless from any injuries (physical and/or economic) sustained by **Tenant** and/or any other individual that result from water damage and/or mold accumulation for which **Tenant** is responsible as provided herein in accordance with the “Mold Addendum” included in the Lease Addendums Package, which is incorporated into and made a n integral part of this Lease.

18. LANDLORD’S RIGHT TO ENTER LEASED PROPERTY

Tenant agrees that **Landlord** and **Landlord’s** representatives have the right to enter the leased property at reasonable times. **Landlord** and **Landlord’s** representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased property to others. **Tenant** further acknowledges and agrees that only **Landlord**, **Landlord’s** employees, agents or contractors may make repairs to the leased property. **Landlord** is not responsible for any inconvenience or loss caused by necessary repairs to the leased property.

In case of emergency, **Tenant** agrees that **Landlord** and **Landlord’s** representatives have the right to enter the leased property at any time without notice to **Tenant**.

19. SIGNS

Tenant agrees that **Tenant**, **Tenant’s** family, and all of **Tenant’s** guests/invitees shall permit **Landlord** at any time to erect and maintain on the leased property “Sale”, “Rent” or “Information” signs that inform the public that the leased property is available, and direct the public to the owner or agent.

20. UTILITY SERVICES

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

Charge or Service:	Paid By
Cable TV	
DoJo Networks Internet	
Electric	
Water & Sewer	
Heating (Natural Gas, Propane, Oil)	
Refuse Collection	
Parking Fees	

Landlord has the right to temporarily turn off any utility or other service to the leased property in order to make repairs or do maintenance. **Landlord** shall not be liable for loss or damages resulting from the interruption of heat, electrical, water, sewer, telephone, cable TV, Internet, alarm, or any other utility services, or for the malfunction of machinery or appliances serving the leased property. **Landlord** shall not be liable for injury or damage to persons or property caused by any defect in the heating, gas, electrical, telephone, alarm, water, or sewer systems serving the leased property. **Landlord** shall not be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and **Tenant** hereby expressly waives all claims for such injury, loss, or damage. **Landlord** is not responsible for excess water usage caused by a running or leaking plumbing fixture that is not reported to **Landlord** in writing by **Tenant**.

Landlord is not responsible to activate, monitor, or warranty any alarm/security system which may be present on the leased property. **Tenant** is directly responsible for all charges related to any such alarm system including, without limitation, service calls, battery replacement, service/monitoring fees, and false alarms.

Internet Access: To the extent that internet access is made available, it is provided strictly “as-is” and **Landlord** cannot guaranty its availability or quality of connection. **Landlord** reserves the right to temporarily or permanently discontinue providing internet service at any time with or without notice. All express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, are disclaimed. **Tenant** is prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless **Tenant** owns or control the rights thereto or has received all necessary consent to do the same. **Tenant** agrees to indemnify and hold harmless **Landlord** and its affiliates, officers, agents and employees from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of: (a) content that **Tenant** or its invitees submit, post, transmit or otherwise make available through the internet service; (b) **Tenant’s** or its invitees’ use of the internet services; (c) **Tenant’s** or any invitees’ breach of the terms of this Lease; and (d) **Tenant’s** or its invitees’ violation of any laws or rights of another including, without limitation, copyright violations.

21. SECURITY/SAFETY OF PREMISES

Tenant acknowledges that **Landlord** has not made any representations, either written or oral, to **Tenant** about the safety of the leased property or the neighborhood or the effectiveness or operability of any security devices or security measures that may be present on the leased property.

Tenant acknowledges that **Landlord** does not guaranty the safety or security of **Tenant** or its guests/invitees against any criminal or wrongful acts of any person.

Tenant acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, **Tenant** acknowledges that **Tenant** should not rely on such devices or measures and should take steps to protect himself/herself and his/her property as if these devices or measures did not exist.

Tenant agrees to immediately notify **Landlord** in writing of any malfunctions involving locks, alarms, doors or windows.

Tenant, for itself and all other **Tenant** parties, hereby releases **Landlord** and **Landlord's** representatives, and covenants (promises) not to sue **Landlord** or **Landlord's** representatives, and waives all liability of, and all claims, suits, actions and causes of action against **Landlord** and **Landlord's** representatives for any personal injury, death or property damage suffered by any **Tenant** or any other individuals as a result of any criminal, tortious or wrongful act by any person, including another **Tenant** of the leased premises.

22. GOVERNMENTAL POWER OF EMINENT DOMAIN

Eminent domain is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government. If all or any part of the leased property (or the building within which the leased property is located) is taken by eminent domain, this lease will end automatically. **Landlord** and **Tenant** agree to release each other from any responsibility in the event that the leased property is taken by eminent domain and the lease has ended. **Tenant** is not entitled to any payment or other damages if the Lease is terminated as a result of the exercise of eminent domain.

23. JOINT AND SEVERAL LEASE

Tenant understands and acknowledges that this is a joint and several lease whereby each **Tenant** is jointly and individually liable for all obligations under this Lease, including but not limited to rent monies. Joint and several liability means that all **Tenants** as a group, and each of the **Tenants** as an individual or one or more of the **Tenants**, are responsible to **Landlord** for all of the agreements of this Lease. In other words, if any **Tenant**, guests, or occupant violates this Lease, all **Tenants** are considered to have violated the Lease. For example, if the rent is not paid (or timely paid), **Landlord** can sue all of the **Tenants** (jointly) for any unpaid rent; or, **Landlord** can bring a suit against any one **Tenant**, or one or more **Tenants**, separately (severally) for all of the unpaid rent/fees. **Landlord** can choose to pursue collection on one or more **Tenants** or all **Tenants**.

Further, **Landlord's** requests and notices to any one **Tenant**, or one or more **Tenant**, constitute notice to all **Tenants** and occupants. Notices and requests from any one **Tenant** or occupant (including repair requests and entry permissions) constitute notice from all **Tenants**. In eviction suits, each **Tenant** is considered the agent of all other **Tenants** in the leased property for service of process.

TENANT(S) INITIALS: _____

24. VIOLATIONS OF THIS LEASE

When either **Landlord** or **Tenant** does not do something that they have agreed to do hereunder, it is a violation of this Lease. If **Tenant** violates this Lease, **Landlord** may sue **Tenant** for other expenses, including attorney's fees, and may sue to evict **Tenant**.

NO TENANT SHOULD SIGN THIS LEASE UNLESS HE OR SHE HAS READ AND CLEARLY UNDERSTANDS THE LEASE AS WELL AS THE INFORMATION IN THIS SECTION ABOUT LEASE VIOLATIONS.

TENANT VIOLATES THIS LEASE IF TENANT:

- 1) **FAILS TO PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME; OR**
- 2) **LEAVES (ABANDONS) THE LEASED PREMISES WITHOUT THE LANDLORD'S PERMISSION BEFORE THE END OF THE LEASE; OR**
- 3) **DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE; OR**
- 4) **DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE.**

IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO GIVE UP THE RIGHT TO RECEIVE A *NOTICE TO LEAVE*, ALSO KNOWN AS A *NOTICE TO QUIT*. THIS MEANS THAT LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT FIRST GIVING EACH TENANT NOTICE TO QUIT. LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF LEASED PROPERTY (SELF-HELP EVICTION). THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION.

LANDLORD DOES *NOT* HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS WAVING *NOTICE TO QUIT*, EACH TENANT WILL HAVE A CHANCE IN COURT TO CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.

IF TENANT VIOLATES THE LEASE AGREEMENT OR ANY ADDENDUMS HERETO, THE LANDLORD MAY SUE EACH TENANT IN COURT:

- 1) **TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE; AND/OR**
- 2) **TO RECOVER POSSESSION OF THE LEASED PROPERTY (EVICTION); AND/OR**
- 3) **TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON TAKES POSSESSION OF THE LEASED PROPERTY AS A NEW TENANT.**

IN THE EVENT OF AN UNCURED BREACH OF THE TERMS AND CONDITIONS OF THIS LEASE, LANDLORD MAY ACCELERATE THE RENT DUE FOR THE REMAINDER OF THE LEASE TERM. LANDLORD MAY, IN ADDITION, RECOVER ALL COSTS AND EXPENSES AS A RESULT OF TENANT'S BREACH, TO INCLUDE, BUT NOT BE LIMITED TO, REASONABLE ATTORNEY'S FEES. TENANT AGREES THAT LANDLORD MAY RECEIVE REASONABLE ATTORNEYS FEES AND ALL ASSOCIATED COLLECTIONS FEES AS PART OF A COURT RULING IN A LAWSUIT AGAINST TENANT FOR VIOLATING THE AGREEMENTS OF THE LEASE.

25. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT

Landlord and Tenant agree to be bound by the terms and conditions contained in the Lease Addendums Packet which is attached hereto and made an integral part of this Lease. The Lease Addendums Packet includes, without limitation, the following addendums:

- 1) RULES AND REGULATIONS ADDENDUM
- 2) LEAD BASED PAINT ADDENDUM
- 3) SMOKE DETECTOR/FIRE EXTINGUISHER ADDENDUM
- 4) STATE COLLEGE BOROUGH ADDENDUM
- 5) BASEMENT ADDENDUM
- 6) MOLD ADDENDUM
- 7) PEST INFESTATION/BED BUG ADDENDUM
- 8) FURNITURE ADDENDUM
- 9) MOVE-OUT PROCEDURES

26. GOVERNING LAW

This Lease shall be exclusively governed, construed, and interpreted by, through and under the Laws of the Commonwealth of Pennsylvania.

27. ENTIRE LEASE & AMENDMENTS

This Lease (including the Lease Addendums Package) contains the entire agreement between **Landlord** and **Tenant**. It supersedes any previous agreements or promises. This Lease creates legal duties for **Landlord**

and **Tenant** and anyone who lawfully succeeds to their rights or takes their places. **Landlord** and the **Tenant** can change this Lease only by written agreement signed by both parties. No oral agreements are permitted. **Landlord** reserves the right to withhold consent to change any terms in this lease in **Landlord's** sole discretion.

28. SEVERABILITY

If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

29. BINDING EFFECT HEIRS

This Lease legally binds **Landlord, Tenant**, and their heirs, executors, representatives, and successors. In the event of the death of either **Landlord** or **Tenant**, this Lease shall continue to the benefit of any heirs, executors, personal representatives, and successors.

30. NOTICE

Whenever **Landlord** must send written notice to **Tenant**, **Landlord** will send notice by regular mail or certified mail to the leased property, hand deliver, post on the online portal, or email to **Tenant**.

Whenever **Tenant** must send written notice to **Landlord**, **Tenant** will send notice by certified mail, return receipt requested to the same address as the rental payment with copy via email and/or message via the online portal. The only acceptable proof of any notice, from **Tenant** to **Landlord**, will be a return-receipt card signed by **Landlord** or confirmed written receipt from **Landlord** that **Landlord** has received **Tenant's** email or online portal message.

THIS LEASE IS AN IMPORTANT LEGAL DOCUMENT. PRIOR TO SIGNING, TENANT MAY HAVE AN ATTORNEY REVIEW THIS LEASE OR ASK LANDLORD FOR CLARIFICATION OF ANY TERM(S) OR PHRASE(S) CONTAINED HEREIN.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT HE/SHE HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE INCLUDING, BUT NOT LIMITED TO THE ADDENDUM PACKET ATTACHED HERETO.

[THE SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LEASE AGREEMENT

TENANTS:

PRINT	SIGN	DATE: _____

LANDLORD: _____ **DATE:** _____

[THE PARENTAL GUARANTEE PAGE FOLLOWS]

COPY- DO NOT USE THIS FORM – EXAMPLE ONLY

MUST RETURN ORIGINAL NOTARIZED DOCUMENT. NOTARIZATION: UNLESS SIGNED ELECTRONICALLY

Parental Guarantee Page

This form must be signed by the Guarantor(s) in the presence of a Notary unless signed electronically and returned postmarked within seven (7) days of receipt. Once notarized, please mail ORIGINAL form to:

**Westside Village
 140 N. Gill Street
 State College, PA 16801**

All Tenant (s):

Leased Premises: _____

Lease Dates: _____

Intending to be legally bound, and in consideration of the lease agreement with **Tenant(s)**, the undersigned jointly and severally, hereby guarantee the faithful performance of all the terms, covenants and conditions of the Lease agreement by **Tenant(s)**, and guarantee payment that may become due and owing to **Landlord** by **Tenants(s)**. This Guaranty shall remain in effect throughout the term of the lease and any continuation or renewal thereof and so long as **Tenant(s)** may owe any sum to **Landlord**. The liability of the undersigned shall be continuing absolute and unconditional and **Landlord** shall not be required to exercise remedies against **Tenant(s)** before proceeding against the undersigned. In the event that this Guaranty remains incomplete, the lessee(s) will remain responsible for all obligations set forth in the lease documents, which they have signed. Once signed, this Guaranty becomes part of the Lease, which is a legal and binding contract between **Landlord** and **Tenant**. **Landlord retains the right to VOID the Lease agreement if parental guaranty is not provided with seven (7) days of signing of the Lease.**

Father Signature _____

Mother Signature _____

Father Printed Name _____

Mother Printed Name _____

Social Security # _____

Social Security # _____

Home Mailing Address (Street) _____

Home Mailing Address (Street) _____

City / State / Zip _____

City / State / Zip _____

Home Phone # _____

Home Phone # _____

Cell Phone # _____

Cell Phone # _____

Email Address _____

Email Address _____

Employer _____

Employer _____

Position / Title _____

Position / Title _____

Work Phone # _____

Work Phone # _____

Lease Addendums Packet

The following is a legal document that includes written additions to the Lease. As noted in the Lease, all addendums contained herein are incorporated into and made an integral part of the Lease.

PLEASE NOTE THAT EACH TENANT ON THE LEASE IS REQUIRED TO SIGN BELOW AND AGREES TO BE BOUND BY EACH AND EVERY ADDENDUM CONTAINED AND INCORPORATED HEREIN. SIGNING IS A CONDITION PRECEDENT TO LANDLORD'S OBLIGATION TO PROVIDE TENANT(S) POSSESSION OF THE LEASED PROPERTY. PLEASE NOTE, HOWEVER, THAT ANY FAILURE TO SIGN DOES NOT ALLEVIATE TENANT(S) OBLIGATIONS UNDER THE LEASE AND THE OBLIGATION TO COMMENCE PAYING RENT ON THE LEASE START DATE. HOWEVER, IN LANDLORD'S SOLE DISCRETION, AT ANY TIME PRIOR TO RECEIPT OF ALL REQUIRED SIGNATURES, LANDLORD MAY RESCIND THE OFFER TO LEASE.

By signing this document, you agree to amend the Lease with the following addendums:

- 1) Rules & Regulations Addendum
- 2) Lead-Based Paint Addendum
- 3) Smoke Detector/Fire Extinguisher Addendum
- 4) State College Borough Addendum
- 5) Basement Addendum
- 6) Mold Addendum
- 7) Pest Infestation/Bed Bug Addendum
- 8) Furniture Addendum
- 9) Move-Out Procedures

The addendums contained herein apply to the following parties and premises:

Landlord: Westside Village

Tenants: [TENANT NAME(S)]

Leased Property: PROPERTY ADDRESS State College, PA 16801

SIGNATURE PAGE TO ADDENDUM PACKET

BY SIGNING BELOW, EACH TENANT AGREES THAT EACH TENANT HAS READ AND UNDERSTANDS ALL OF THE ADDENDUMS IN THIS PACKET AND FURTHER RECOGNIZES THAT THESE ADDENDUMS PLACE CERTAIN DUTIES UPON TENANT. TENANT IS ALSO AGREEING THAT THE FOLLOWING ADDENDUMS ARE THE ENTIRE AGREEMENT OF THE PARTIES RELATIVE TO THE TOPICS REFERENCED IN EACH ADDENDUM.

TENANTS:

PRINT	SIGN	DATE: _____

LANDLORD: _____ DATE: _____

ADDENDUM #1:
RULES & REGULATIONS

As stated in the Lease, violation or breach of any of the Rules & Regulations is a breach of the terms and conditions of the Lease and the non-breaching party shall be entitled to exercise any or all of the remedies provided in the Lease.

1. MAINTAINING ORIGINAL DESIGN

- a. Tenant will not make alterations or additions to the structure, equipment or fixtures of property, nor do any redecorating or repainting without written consent of Landlord, which may be withheld in landlord's sole discretion.
- b. Tenant shall not deface walls or ceilings with holes, nails, screws, tape, glue, dart holes, tack holes or other objects. Should Tenant do otherwise, Tenant shall take full and total responsibility for the repair, replacement, and/or painting made necessary by their action, including all costs.
- c. No radio or television devices such as antennas and satellite dishes shall be installed upon the leased property or in the common areas around the leased property. Tenant shall take full and total responsibility for the removal costs.

2. REPAIRS AND MAINTENANCE

- a. Tenant will inspect the smoke detector monthly and is responsible for the malfunction of smoke detectors whether because of weak, defective, or inoperable batteries or otherwise. Should Tenant fail to keep a charged battery in the smoke detector or permit the smoke detector to be damaged in any way, Tenant will be charged the cost to repair any such damage. Tenant shall also be responsible for the care and maintenance of the fire extinguisher. The fire extinguisher will be charged when resident moves in and must remain charged during tenancy and upon vacating. If for some reason the fire extinguisher is discharged, Tenant must make arrangements with Landlord to recharge it. The cost of recharging or the replacement of the extinguisher will be billed to Tenants of the unit unless it has been used to put out a fire. All fires, however minor, must be reported immediately to the Landlord.
- b. Tenant shall report any water leaks to Landlord immediately (i.e. running toilets, dripping faucets). If Tenant fails to report a leak, tenant will be responsible for any and all costs flowing from the resulting excessive water usage and/or damage.
- c. Tenant agrees to continually operate dehumidifiers in the basement of the house from **May 1 through October 31** and furthermore agrees to take full responsibility for any mold growth in the event they fail to do including, but limited to, covering any and all costs associated with damages and clean up arising out of mold remediation.
- d. Tenant is financially responsible for all fires and damages caused by negligence of the Tenant or Tenant's guests. **It is strongly recommended that Tenant acquire renter's insurance.**

3. TRASH

- a. Tenant shall provide appropriate nonflammable containers for trash and rubbish. Tenant shall also keep the leased property and the common areas free from litter and rubbish and shall deposit all trash and rubbish from the leased property into the designated common waste disposal containers. Tenant will be instructed regarding how to use their trash service on move-in day. Do not leave garbage in your unit. Dispose of garbage as instructed.
- b. Any trash left on the grounds, porches or balconies will be removed and Tenant will be charged at a rate of **\$50.00** per bag or box.

4. SAFETY

- a. Tenant shall become familiar with and observe all posted security regulations and fire escape/exits or evacuation routes. Questions concerning security and fire procedures should be directed to Landlord (or Landlords designated representative) without delay.
- b. Tenant further agrees to abide the following safety rules:
 - i. Always keep all building doors locked at all times.
 - ii. Do not let anyone into the building unless you know them.

- i. Report anything suspicious to the police. If any Tenant fails to keep the property secure and jeopardizes the security of other tenants in the building the Landlord may file a complaint for eviction in accordance with Philadelphia law.

5. FEES

Tenant will be charged the following for below mentioned items:

- | | |
|--|---|
| a. <u>Check returned from the bank</u> | <u>\$35.00</u> |
| b. <u>Lockout fee after office hours</u> | <u>\$100.00</u> |
| c. <u>Tampering with Fire Alarms</u> | <u>\$500.00</u> flat fee and <u>\$50.00</u> per occurrence ¹ |
| d. <u>Pets</u> | <u>\$1500.00</u> per occurrence |
| e. <u>Lost Key</u> | <u>\$50.00</u> |
| f. <u>New Lock</u> | <u>\$150.00</u> |
| g. <u>Trash Removal</u> | <u>\$50.00</u> /bag or box |
| h. <u>Plunge Toilet</u> | <u>\$50.00</u> |
| i. <u>Illegal Sublet</u> | <u>\$500.00</u> per occurrence |
| j. <u>Replace Screen</u> | <u>\$100.00</u> |
| k. <u>Reinstall Screen</u> | <u>\$25.00</u> |
| l. <u>Change Light Bulb</u> | <u>\$25.00</u> |

Tenants will also be charged for anything broken or damaged, which did not occur as a result of normal wear & tear.

6. PARKING (if applicable)

- a. Parking is by permit only. At no time are motor vehicles of any kind allowed on the grass, porches, or sidewalks at any property. All vehicles in the parking area must be currently licensed and inspected, all vehicles that are not will be towed at owner’s expense. No repairing or washing of vehicles is permitted at the property.

7. PROHIBITED ITEMS

- a. No waterbeds, woks, pool tables, beer game tables or beer funnels shall be permitted within the leased property.
- b. Absolutely no pools, hot tubs or slip n’ slides of any kind are allowed in or on the leased property. A fine of **\$500** will result per occurrence. In addition, the water bill, whether obligated under the lease agreement or not, will be the Tenant’s responsibility for entire time period the pool, hot tub, or slip n’ slide was located at property.
- c. No fire pits and/or grills are permitted on any of the grounds around near, or in the property without written consent of the landlord. If one is found on the property, Tenant will be charged for the cost of removing such device(s).
- d. Pets are not permitted (not even on a temporary basis). If pets are kept in the leased property without permission, it is a violation of the terms and conditions of the lease, and Tenant will be required to place a pet security deposit in the amount of **\$1500.00** and, notwithstanding the foregoing, Landlord reserves the right to terminate the Lease and seek all available remedies under the Lease for any pet violation even if the pet security deposit is posted. **Tenant is aware that eviction may occur due to this breach.**
- e. No aquariums over 25 gallons are allowed in any unit.
- f. No kegs are allowed to be present on or consumed at the property. If there is clean-up necessary due to a party, Tenant will be charged a **\$150** clean-up fine in addition to the labor cost to clean-up.
- g. Tenant agrees not to use, or bring on the premises privately owned washers, dryers, dishwashers or freezers without the prior written consent by Landlord.

8. ADDITIONAL LOCKS

- a. Absolutely no additional locks or hasps of any kind may be used or installed. If you wish to have a deadbolt installed, Landlord will arrange for it, with a charge to Tenant which includes labor, installation, materials, keys, etc. Hasps are a safety hazard and will be removed immediately and

¹ Landlord will also press charges

Tenant will be billed accordingly. Bedroom keys are not provided unless specifically requested. If it becomes necessary to install a bedroom lock, the cost of labor and materials will be billed to Tenant.

- b. Bedroom keys/locks are not guaranteed. If Tenant would like a keyed bedroom lock installed, it is at the cost to Tenant.

9. MOVE IN CONDITION OF PROPERTY

- a. If leased property is not clean when you take possession, please call Landlord immediately and the unit will be cleaned. Do not clean the unit yourself. Landlord will not reimburse you for the cleaning and you will still be responsible for cleaning your unit upon termination of your lease.
- b. Landlord agrees to provide only one internet, cable and/or phone jack per leased property. Installation of additional lines shall be done at the Tenant's expense. Telephone, television and/or internet cables and/or jacks installed in an unprofessional manner shall be removed and redone at the Tenant's expense.
- c. Landlord agrees to provide one screen per room to rooms that have windows. If Tenant damages or loses the screen, the cost to replace it will be a Tenant expense.

10. MOVE-OUT PROCESS AND TERMS

Tenant agrees to the following move-out process and terms.

- a. Provide a forwarding address to send the security deposit to in writing for all Tenants on the lease.
- b. Return all keys to Landlord. DO NOT leave keys in the unit. Any keys not turned in by the lease end date and time will be charged to Tenant at a rate of **\$150.00** for each lock needing to be changed as a result of failure to turn keys in.
- c. Carpets must be **professionally** cleaned and a receipt must be submitted to Landlord when keys are turned in. If you do not provide a receipt, Landlord will have the carpets cleaned and this charge will be deducted from your security deposit. Using a Rug Doctor or home carpet cleaner does not constitute professional cleaning and will not count as Tenant having carpets professionally cleaned. In addition, TNT cleaning company is not permitted on our property. If TNT cleaning company cleans your rugs, it will not count as your carpets being professionally cleaned. You may pick up a list of approved Professional Cleaners in the office.
- d. Clean and/or replace drip pans. If drip pans are not cleanable when Tenant moves out, Tenant must replace the drip pans. If not replaced, Tenant will be charged to replace the drip pans.
- e. Only one check will be sent made payable to all tenants on lease unless previous arrangements have been made in writing and signed agreeing to terms by all tenants on the lease.
- f. All damages, including maintenance, cleaning and painting, above normal wear and tear will be charged to security deposit.
- g. A **\$200.00** overstay fee will be charged for every day a unit is occupied after the lease termination date.
- h. All Tenants must notify all utility companies of his/her departure and have final meter readings done on electric, gas and oil (if applicable). If meter readings and final bills are not paid, a reasonable amount of funds not less than **\$150.00** will be withheld from tenant(s) security deposit for a reasonable amount of time to avoid liability to Landlord.
- i. All utility bills must remain in Tenant's name, including electric bills, from the Lease Start Date until Tenant's exact Lease Termination Date. At no time during the lease term should any utilities be disconnected or put into another name at any time before lease expiration. If utilities are disconnected prior to the Lease Termination Date, a reasonable amount of funds not less than **\$150.00** will be withheld from tenant(s) security deposit for a reasonable amount of time to avoid liability to Landlord. In the event that Tenants obligations to the utility company are greater than the security, Tenant will be responsible for the remaining balance as well.
- j. The apartment will need to be cleaned up to the standards listed in the Move-Out Procedures Addendum attached hereto; if additional cleaning is necessary upon final walkthrough, it will be charged to the security deposit per the list attached.

11. FAILURE TO VACATE

- a. Should Tenant leave any personal possessions on or in the leased property after the ending date and time of the lease, Landlord may remove same and store all such at the Tenant's expense or discard without liability to Landlord.

12. LOCK OUTS

- a. Keys will only be loaned during business hours and must be returned within 24 hours. A **\$50.00** fee will be charged to Tenant if he/she fails to return borrowed keys within 24 hours.
- b. A **\$100.00** fee for after-hours lockouts will be charged to Tenant in the event that such lock out occurs after normal business hours.

13. SMOKING - NO SMOKING PERMITTED

Neither the Tenant(s), guests, nor any other person shall be allowed to smoke in the Premises. If you or your guests smoke any product whatsoever, it shall be deemed a material violation of the Rental/Lease Agreement. Tenant understands that any damages including smoke odor by or related to cigarette, pipe or cigar smoke, or any tobacco product, shall not constitute ordinary wear and tear. Tenant further acknowledges and understands that Landlord (i.e. Westside Village) will deduct from Tenant's security deposit for all damages and/or costs for the cleaning or repair of any damages caused by or related to the use of tobacco including but not limited to: deodorizing the entire unit, additional paint preparation, replacement of drapes, repair or replacement of carpet, countertops, or any other surface damaged due to burn marks and/or smoke damage or any other tobacco byproduct.

14. TENANT RESPONSIBILITY

- a. Tenant will be responsible for the actions of his/her invitees and guests.
- b. Tenant shall observe quiet hours between the hours of 11:00pm and 8:00am.
- c. Toilets and/or other water apparatus shall not be used for any other use than that they are intended, nor shall sanitary napkins, disposable diapers, nor any improper articles be placed into the same. If a plumbing clog occurs, at the fault of Tenant, Tenant will be billed accordingly.
- d. No burning in fire pits, fireplaces, grills, etc., is permitted at any time unless written permission by is given, which may be withheld in landlord's sole discretion.
- e. Tenant agrees to accept as binding, any notice which in the judgment of Landlord, may be necessary for the safety, care and/or cleanliness of the leased property for the preservation of good order therein; such notice when communicated in writing to Tenant shall form part of this lease.

15. NAME CHANGE ON LEASE

- a. Occupancy shall be limited to the persons named on the lease agreement. Local ordinances provide for over occupancy, which constitutes a zoning violation, and may be subject to fines and/or criminal punishment. Tenants are specifically advised of the existence of this Ordinance and should any violation occur or be alleged to have occurred, tenant agrees to pay all fines, court costs, and attorney's fees associated with such violations whether a conviction results or not.
- b. As stated in the lease, Tenant may not sublet or assign the leased property without Landlord's written approval, which may be withheld in landlord's sole discretion. If Landlord agrees to allow Tenant to sublet or assign the Lease, Tenant understands and agrees that Tenant will be responsible for any and all expenses associated with the change, including, but not limited to, credit checks and attorney's fees.

16. OTHER

- a. Tenant will maintain a minimum temperature of 55 degrees Fahrenheit in all heated rooms of the unit. Also, upon leaving the property for an extended period of time, Tenant shall provide for daily inspections of the unit during cold periods. This inspection will include checking the heating system to ensure that proper heat levels are being maintained. Tenant is prohibited from using any heating device not supplied by Landlord.
- b. Tenant shall not place or permit to be placed or store items on any windowsills, ledges, or balconies and shall not hang items (i.e. laundry) from the balconies, windows or common areas. Tenant will be responsible for any costs associated with removing such items.
- c. Tenant shall not go upon the roof of the building within which the leased property is located and shall not enter any area clearly designated as being closed to Tenants and others. This is very dangerous and will result in a **\$500** fine per occurrence. An occurrence shall consist of Tenant or Tenant's personal items being found on the roof by Landlord or Landlord's agent. If Tenant goes onto the roof, Tenant will be fully and solely responsible for any damages and/or injuries that result therefrom to tenant or others.

- d. The light bulbs on porches and balconies are put there for safety purposes. They are not to be removed or replaced with another color of bulb. Owner shall furnish all light bulbs for rental unit at move-in and thereafter tenant shall replace any burnt out bulbs throughout the lease term. No string lighting is permitted to be hung either inside or outside the unit. If any bulb is not replaced by a Tenant and needs to be replaced by Westside Village, it will be billed to Tenant.
- e. No materials (i.e. sheets) may be hung from the sprinkler heads (where applicable) or from the ceilings of any unit. Tenant will be responsible for any costs associated with removing such items.
- f. Indoor furniture (i.e.: upholstered/stuffed furniture, etc.), appliances, pool tables etc., are not permitted on porches, balconies or any portion of the exterior of the rental unit, including the lawn area. Failure to remove such items after a warning has been issued will result in a fee of **\$200** per day for each day the violation continues. Tenant will be also responsible for any costs associated with removing such items.
- g. Landlord and owner shall not be liable for loss of or damage to property of Tenant caused by moths, termites, or other vermin, or by rain, snow or water, or steam that may leak into or flow from any part of property through any defects in the roof, plumbing or other sources.

17. UNIVERSITY POLICIES

- a. If Tenant is a student at a College or University, then tenant shall abide by all such College or University's rules and regulations and student codes of conduct.

18. DEFAULT

- a. A violation of the rules and regulations is a default under this Lease.

ADDENDUM #2:
LEAD-BASED PAINT ADDENDUM

Federal 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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before, renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lead Warning Statement

EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESSEE THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEADBASED PAINT HAZARDS. A COMPREHENSIVE LEAD INSPECTION OR A RISK ASSESSMENT FOR POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE.

The tenant has the option to have a lead inspection or lead risk assessment. The tenant will have to pay for the test.

If the tenant chooses to have a lead inspection or risk assessment, it must be done within 10 days of receiving this information.

If the lead inspection or lead assessment finds lead-based paint or lead-based paint hazards, the tenant can end the lease within two (2) business days after receiving the report. All money paid to the landlord will be returned to the tenant. If the Tenant does not end this Lease within two (2) business days after getting the report, the Tenant gives up the right to end this lease.

ADDENDUM #3:
SMOKE DETECTOR/FIRE EXTINGUISHER ADDENDUM

NOTICE: THIS DOCUMENT PLACES A DUTY UPON THE TENANT TO REGULARLY TEST THE SMOKE DETECTOR(S) AND REPORT ALL MALFUNCTIONS TO LANDLORD OR LANDLORD'S AGENT IN WRITING.

Smoke Detector: Tenant acknowledges that as of this date, the leased property is equipped with one or more smoke detector(s); that Tenant has inspected the smoke detectors and that Tenant finds them to be in proper working condition.

Fire Extinguisher: Tenant acknowledges that as of this date, the leased property is equipped with one or more fire extinguishers; that Tenant has checked the fire extinguisher(s) and they are currently inspected and charged.

Repair: Tenant agrees that it is Tenant's duty to regularly test the smoke detector(s) and agrees to notify the Landlord or Landlord's agent immediately in writing or by phone of any problems, defects, malfunction or failure of the smoke detector(s). Tenant agrees to visually check the fire extinguisher for a satisfactory charge and agree to notify the Landlord or Landlord's agent if the fire extinguisher has been used for any reason and needs to be recharged.

Maintenance: (A) Tenant agrees to replace the smoke detector batteries at any time the batteries become unserviceable.
(B) If after replacing the batteries, the smoke detector will not operate, Tenant must inform Landlord or Landlord's agent immediately.

Replacement: Tenant agrees to reimburse Landlord upon request for the cost of a new smoke detector or fire extinguisher and the installation thereof in the event the existing smoke detector or fire extinguisher becomes damaged by Tenant or Tenant's guests. Tenant agrees to reimburse Landlord the cost upon request for the recharging of the fire extinguisher in the event it has been used for any purpose other than to extinguish a fire.

Disclaimer: Tenant acknowledges and agrees that Landlord and the owner of the leased property is not the operator, manufacturer, distributor, retailer or supplier of the smoke detectors or fire extinguishers. Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the operation, malfunction or failure of the smoke detectors or fire extinguisher(s).

Landlord, owner, Landlord's agents, owner's agents, Landlord's employees, and owner's employees have made no representations, warranties, undertaking or promises, whether oral or implied, to Tenant regarding said smoke detector(s)/fire extinguisher(s) or the alleged performance of the same. Landlord and owner neither make nor adopt any warranty of any nature regarding said smoke detector(s)/fire extinguisher(s) including express or implied warranties. Landlord and owner shall not be liable for damages, losses and or injuries to person(s) or property caused by (1) malfunction or failure of the smoke detector(s)/fire extinguisher(s), (2) Tenant's failure to notify Landlord and/or owner of any problem, defect, malfunction or failure of the smoke detector(s)/fire extinguisher(s), (3) Theft of the Fire extinguisher(s)/ smoke detector(s) or it's serviceable battery and or (4) false alarms produced by the smoke detector(s).

ADDENDUM #4:
STATE COLLEGE BOROUGH ADDENDUM

We, the tenants of the above-identified leased property, have read the information provided by Westside Village entitled “A READY REFERENCE FOR RENTERS ON SELECTED BOROUGH ORDINANCES” & “RENTAL HOUSING PERMIT SUSPENSION PROCESS”. We understand the ordinances established by the State College Borough. We understand that following these ordinances, rules and regulations is our responsibility and we will be held liable for any warnings, violations, fines and/or points that the Borough issues against the leased property. If Landlord is subject to a warning, violation, fine, or points, as a result of my and/or our violation of any ordinance, I and/or we shall be responsible for (a) reimbursing Landlord for costs of any fine imposed by the State College Borough; (2) paying Landlord a \$100.00 penalty; and and/or (c) paying to Landlord the amount of any loss or expense, which could include loss of the privilege to rent the leased property. Tenants understand and agree that if the accrual of points assessed by the State College Borough results in the loss or suspension of the rental permit for the leased premises, all costs incurred by Landlord as a result of the loss or suspension of the rental permit, including, but not limited to, fines, penalties, loss of rent, attorney fees and court costs, shall be paid by Tenants. Further, Tenants understand that the documents entitled “A READY REFERENCE FOR RENTERS ON SELECTED BOROUGH ORDINANCES” & “RENTAL HOUSING PERMIT SUSPENSION PROCESS” are incorporated into and made a part of the lease agreement.

ADDENDUM #5:
BASEMENT ADDENDUM

Because of numerous mechanical systems located in the basement of your property, **Westside Village prohibits personal use of this basement**, with the exception for laundry if your washer/dryer hook ups are located in the basement and in the event you need access to the electrical breaker box located in your basement. There are to be no other personal uses of the basement of any kind including, but not limited to, storing items or sleeping in the basement.

Furthermore, the basement of this property is in an “AS IS” state, meaning Westside Village will not be altering/repairing the basement in any way, painting, cleaning, etc. unless such alteration are for necessary structural or mechanical purposes in order to maintain the property.

Any violation found with regard to this addendum will be levied against the tenants on the lease of this property with a **\$250** per occurrence charge.

ADDENDUM #6:
MOLD ADDENDUM

Whether or not you experience mold growth in the Premises depends largely on how you manage and maintain the leased property/premises, and on your prompt notice to us of mold conditions. We will not be responsible for any injuries or damages to you or any other person relating to mold caused, in whole or in part, by your failure to clean and maintain the Premises as herein required, or to promptly notify us of conditions in need of repair or maintenance. You understand that the leased property/premises is subject to mold or mildew growth if not properly maintained or if excessive moisture is present. You agree to maintain the leased property/premises in a manner that prevents excessive moisture and the occurrence of mold or mildew growth in the leased property/premises. As part of your compliance with this general obligation, you agree to do the following:

- a. Keep the leased property/premises, including without limitation the kitchen and bathroom areas, clean and dry.
- b. Remove all moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as possible and within 24 hours.
- c. Use fans in the bathroom and/or open bathroom windows while showering or bathing and after the shower or bath until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated. After taking a shower or bath, all moisture should be wiped off the shower walls and doors, the bathtub and the bathroom floor. Hang up all towels and bath mats so they will completely dry.
- d. Use reasonable care to prevent outdoor water from penetrating into the interior of the leased property/premises via windows or otherwise.
- e. Use ventilation whenever cooking, dishwashing or cleaning to allow moisture to escape from the leased property/premises.
- f. Take all reasonable measures to control the moisture level in the leased property/premises.
- g. On a routine basis, and at least once per month, visually inspect all areas of the leased property/premises for mold growth or signs of water damage and wetness.
- h. Immediately report to Landlord orally and in writing any water leaks or water intrusions into the leased property/premises, or any excess water in or in the vicinity of the leased property/premises (walls, floor, ceiling, etc.) or in the building, such as plumbing leaks, roof leaks, foundation leaks, drips, sweating pipes, flooding or puddling of water.
- i. Immediately report to Landlord orally and in writing any mold growth you find, identifying the location where found inside the leased property/premises.
- j. Immediately report to Landlord orally and in writing any problems you become aware of relating to fans, heating, air conditioning or other ventilation systems.

ADDENDUM #7:
PEST INFESTATION/BED BUG ADDENDUM

PEST INFESTATION. Whether or not you experience a pest infestation in the leased property/premises depends largely on you maintaining the leased property/premises in a neat, clean and sanitary condition, and immediately informing Landlord of any indication or sign of pests. In the event you observe a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, you must promptly take remedial action and notify Landlord of that fact. You understand that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. You agree to properly dispose of refuse, to refrain from using and/or storing second-hand clothing, mattresses, linens and bedding items, luggage and furnishings in the leased property/premises, and to always maintain the leased property/premises in a clean and sanitary condition, so as to greatly avoid the risks of certain types of pest infestation. As part of your compliance with this general obligation, you agree as follows:

- a. Time Notice & Cooperation are critically important to eliminating a pest infestation, and you agree to immediately report to Landlord orally and in writing any pest infestation you discover, identifying the location of such infestation within the leased property/premises.
- b. Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and you agree to keep the leased property/premises, including without limitation the closets, in a clean and orderly state at all times.
- c. Used Articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you agree not to use or store second-hand items in the leased property/premises without first having a licensed exterminator certify that such items are pest free.
- d. Vinyl Mattress Covers may in certain situations be helpful to combating or preventing pest infestations, and you agree to continuously use a vinyl mattress cover on all mattresses in the Apartment, if Landlord asks you to do so.
- e. Immediate and Continuous Access may be required to address a pest infestation, and you agree to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation, should Landlord determine action on the part of Landlord is necessary.
- f. Remediation: Tenant is required to take remedial action within the leased property/premises and shall be responsible for the costs thereof. Any methods of remediation will be determined and approved by Landlord, in Landlord's sole discretion, and you are required to dispose of infested furniture and clothing articles, unless you immediately remove such items from the leased property/premises, without reimbursement to you, and you waive any right to receive compensation for property loss as a result of remediation of a pest infestation.
- g. Relocation may be required during a period of pest infestation and remediation of the leased property/premises or of another apartment within the leased property/premises. Landlord is not responsible under any circumstances to provide alternate housing to Tenant.
- h. Payment of Rent is not discretionary, and during the period of pest infestation and the abatement of same, whether or not you continually occupy the leased property/premises, you cannot stop payment of or reduce Rent.

Landlord will not be responsible for any injuries or damages to you or any other person that result from a pest infestation and you agree for yourself and all other parties to release and indemnify Landlord in accordance with this Lease. You understand and acknowledge that you are responsible for all remediation and cost of pest remediation. You are also responsible for any damages resulting from your failure to comply with this Infestation Addendum.

ADDENDUM #8:
FURNITURE ADDENDUM

_____ **Furnished** - If the leased property is marked as a furnished unit, I/We agree to accept responsibility for the furnishings provided by Westside Village. I/We agree not to remove any of these furnishings from the leased property. I/We understand that I/We may bring my/our own furnishings; however, **Westside Village will not remove any furnishings** from the leased property upon my/our arrival and during my/our lease. Furnishings include furniture only, with the exception of mattresses, box springs, and bed frames. Appliances, kitchenware, linens, towels, etc. are not considered furnishings for the purpose of this addendum. In the event that furnishings belonging to Westside Village are damaged beyond normal wear and tear, I/We agree to pay for repair or replacement of the damaged furniture at the current market price relative to the time of replacement.

_____ **Unfurnished** - If the leased property is marked as an unfurnished unit, I/We understand that Westside Village will not be providing any furnishings in the leased property. **Westside Village will not add furniture** upon my/our arrival or during my/our lease. Furnishings include furniture only. Appliances are not considered furnishings for the purpose of this addendum.

ADDENDUM #9:
Move-Out Procedures

We would like to return a full Security Deposit to every one of you. For this to occur, you will be required to perform cleaning and other duties pursuant to not only the Lease, but also this Move-Out Procedures.

Please be reminded that according to your lease, there will be a **\$200** per day charge levied against any tenant that occupies the premises beyond the ending date of the lease. All lease dates end promptly at 12:00 NOON. We have enjoyed your residency in our community, and we wish you well in all your future endeavors!

CLEANING TIPS

GENERAL TIPS/SUGGESTIONS

1. Carpets must be professionally cleaned by a cleaning service to remove all stains and ground in dirt. (DO NOT USE TNT CLEANING or Blue Diamond) Tenants are requested to vacuum all carpets prior to having them professionally cleaned. Receipts must be turned in with your keys. If you do not turn in a receipt, or if you use TNT Cleaning or Blue Diamond, we will have no other option but to have the carpets re-cleaned and charge your account/security deposit. Carpets must be cleaned prior to lease expiration.
2. Blinds must be cleaned. Ensure there are no soap streaks. We suggest if the blinds are too dirty to be cleaned or if they are damaged, replace them with new ones. Replacing the blinds is the best option and is cheaper than having them professionally cleaned. You can purchase blinds at Lowes, Home Depot, Target, Wal-Mart, etc. If you plan on replacing the blinds, please make sure you take measurements ahead of time and purchase only white vinyl blinds.
3. All personal items must be removed from the unit. This means EVERYTHING except furniture we provided. Do not leave cleaning supplies, plungers, shower curtains, toilet paper, etc. None of these items are left for future Tenants. They will all be thrown out and you will be charged for the removal.
- 4
4. All nails, picture hooks, etc., used to hang pictures/posters should be removed from the walls and/or ceiling. Dust cobwebs from corners and baseboards. Clean ceiling light fixture covers and/or globes.
5. If maintenance is needed anywhere in the apartment, report it to the office NOW and have it repaired prior to July 1st.
6. Smoke detectors must have an operating battery, all light fixtures must have working bulbs, and fire extinguishers must be charged.

KITCHEN

1. Light Fixtures - If the kitchen has overhead light fixtures, they will need to be cleaned. If the kitchen has fluorescent overhead lighting, please make sure all bulbs are operable. It is your responsibility to replace any burnt out light bulbs. Most light fixtures have clips that allow the light fixture to hang from the ceiling; these should be wiped off with all-purpose cleaner and paper towels. For any light fixtures with globes, clean the globe with warm water. Make sure to clean any/all receptacle covers and switch plates as well!
2. Oven - Spray the stovetop and burner pans (pan under the burner, also called a drip pan) with oven cleaner. If burner/drip pans are extremely dirty, it is easiest to replace them, as they can be purchased at Lowes, Home Depot, Wal-Mart, and/or Target. Broiler pans and oven racks should be sprayed with oven spray and let to stand a few 4 hours. Depending on the degree of cleanliness, you may need to leave the cleaner on longer. Wipe off the spray entirely. If burn marks remain, spray them again and repeat entire process. Be sure to check under the burner pans (drip pans) and the inside and outside of the stove drawer. Lift and clean the entire stovetop that the burner pans rest in. Please be sure to clean the sides of the stovetop; this is where most of the food, grease, and particles collect. The oven racks (inside the oven) must be removed for the oven to be properly cleaned. Spray the oven with oven cleaner spray. Sometimes oven cleaner can leave behind a white residue. Residue

easily wipes away by wiping with a wet cloth. Please make sure the white residue is completely gone. If your oven has a self-cleaning feature, you can try to use this prior to using oven cleaner, however this will have to run for several hours. **Do not use oven cleaner if you are using the self-cleaning feature on the oven, the oven could catch on fire. Once the self-cleaning cycle is complete, you can then clean the oven using oven cleaner, however, please make sure the oven is cool.**

3. Hood Range - The hood to the stovetop can get very greasy during the year. Clean by using a Brillo pad and cleanser. The back wall and sidewalls between the hood and the stovetop may need cleaned as well. Magic erasers often work well to clean these areas. If you find hard to remove grease, heating a pan of water on the stovetop and allowing the steam to rise will help grease and food grime to loosen so they may be easily removed.
4. Microwave - Clean the microwave inside and out with an all-purpose cleaner. Make sure all food particles are removed, especially on the inside top. Sometimes food particles in the microwave are hard to remove; placing a bowl of water in the microwave and heating it to a boil will allow the food particles to loosen so they may be easily be wiped off. Make sure you have checked the back corners of the microwave as food particles can be pushed to these back corners.
5. Kitchen cabinets & drawers - Empty out all cabinets and drawers. It is easiest to remove crumbs from cupboards and drawers by using a vacuum. Once vacuumed, wipe down all cupboards, shelves, and drawers using all-purpose cleaner and paper towels. Be sure to wipe off the outside of the cupboards and drawers. Cupboards used daily or cupboards near the stovetop may need special attention in removing build-up. If you have a microwave above your stove, please check the sides of the cabinets as these often have grease build up. Once you have cleaned the cabinets, do not put items back in the cabinets. Go through each drawer and cabinet to make sure there are no crumbs, hair, etc. Please keep in mind that you should start with the top cabinets and work your way down to the bottom cabinets. This will make cleaning easier.
6. Refrigerator/Freezer - Wipe out any water/food particles using an all-purpose cleaner. It is easiest to clean the refrigerator if all shelving and drawers are removed. These items can be cleaned in the kitchen sink with warm soapy water. Clean the refrigerator by wiping off wire racks, inside walls, crisper drawers (and under the drawers), and shelves with all-purpose cleaner or warm soapy water. Do not forget to clean the egg holders, butter drawer, and in and around the refrigerator door seal!! Lastly, wipe down the outside of the appliance with bleach or all-purpose cleaner (top, sides and front). **DO NOT UNPLUG THE REFRIGERATOR!! SIMPLY TURN IT TO THE LOWEST SETTING.** Unplugging the refrigerator and shutting the door will ruin the refrigerator. In this case, you will be responsible for the cost of replacing the refrigerator.
7. Dishwasher - The final kitchen appliance left to clean is the dishwasher. Make sure the inside is completely free of food particles. To clean the inside, use a Brillo pad and cleanser. Don't forget about the inside rim/edge of the dishwasher door as this often has food laying on it. Lastly, wipe down the outside of the appliance. Pay close attention to the buttons and inside edge of the door.
8. Kitchen Sink - Using a Brillo pad and abrasive cleaner, thoroughly clean the sink and fixtures. CLR or Lime-Away work best around the sink fixtures to remove calcium deposits and buildups. Since water drops tend to dry leaving a dirty appearance, after cleaning, remember to wipe off the fixtures with a paper towel. To leave a streak free shine, spray glass cleaner on the sink and fixtures then use a paper towel to wipe off.
9. Counter Tops - Wipe off all kitchen countertops with an all-purpose cleaner. The countertop closest to the stovetop may need the special attention of a Brillo pad and cleanser. Do not leave streaks - wipe over the countertops with a paper towel and spray cleaner. Once you have cleaned the countertops, run your hands over them to make sure there are no remaining crumbs or sticky residues.
10. Floor - Pull out the refrigerator (without unplugging it), remove the bottom drawer of the oven, and sweep the entire floor. Using Brillo pads and a cleanser, clean all corners and edges of the floor, as this is the area where most build-up resides. After this is completed, clean the entire floor using a mop and floor cleaner. If floor dries with streaks, re-mop using only warm water.

BATHROOM

1. Tub/Shower - The biggest cleaning job in the bathroom is the tub/shower unit. Clean it first and get it out of the way as a year's worth of soap residue build-up is not very easy to remove. Brillo pads and cleansers are a definite must. Fiberglass tubs should be cleaned with a non-abrasive cleanser.

Begin by scrubbing in a circular motion until you can no longer feel residue. Soap scum can be very hard to remove but using CLR or Lime Away can help to make the job a little easier. Rinse with warm water. Make sure to get rid of all mold/mildew. Clean fixtures with glass cleaner and wipe them with a paper towel. If your tub/shower unit has glass doors, this same process should be used on them. Also, don't forget to clean out the track. If you have rolling/sliding shower doors, you may take these off to clean them. If you do not feel comfortable removing the doors please let us know. Maintenance can remove and put the doors back on for you, at no cost. The shower door track must be cleaned and removing the shower doors makes cleaning the track much easier.

2. Toilet - Cleaning the toilet is not a very fun job, but it doesn't take too long. Pour toilet bowl cleaner inside the bowl, wipe clean with a brush, then flush. Make sure there is no residue ring in toilet bowl. If there is a ring you may need to repeat the process. Using bleach cleaner, spray down the entire toilet, wipe off lid, seat (behind and all around), and outside of bowl using paper towels. Don't forget to clean at the foot of the bowl and around the bolts attaching it to the floor. This is where most of the dust seems to collect. After you are done cleaning the toilet, take a dry paper towel over the entire toilet as this will eliminate any hair and dust that might have been pushed around after cleaning.
3. Medicine Cabinet/Vanity - Like the kitchen cabinets, use the vacuum cleaner to rid the inside of any particles and hair. Spray down the outside and inside (the shelves) of the medicine cabinet and vanity and wipe with a paper towel. Clean mirrors and sink fixtures with glass cleaner. Wipe out the sink using a sponge or paper towels and bleach cleanser. Rinse with only warm water and re-wipe with sponge. Again, don't let water drops lay as they can leave a dirty appearance, wipe off with paper towels. Finally wipe down everything with a dry paper towel. This will eliminate any hair and dust that might have been pushed around after cleaning.
4. Heaters & Towel Bars - Use an all-purpose or bleach cleaner, spray down entire unit and wipe with a paper towel. Once again, taking a dry paper towel over these items eliminates the dust and hair. Don't forget to carefully clean under the heater as well! A mop will not get the dust under the heater vents.
5. Floor - First, sweep or vacuum the entire floor. Next, use a wet, soapy sponge to wipe along the sides and corners of the floor. Pay close attention to areas around the commode, behind door, and along vanity edges. Mop entire floor using floor cleaner. If floor dries with streaks, re-mop using only warm water.
6. It is very important to not leave hair in the bathroom, so please check thoroughly. Take a dry paper towel and wiping up the hair, you will ensure that nothing is left behind. If there is hair in the bathroom, even though you may have cleaned it, it leaves an appearance that you have not. Also, do not leave your toilet brushes, shower curtains, shower mats or rugs, or toilet paper in the bathroom. The new tenants do not want the things you leave behind. We will ultimately throw these items away and you will be charged.

BEDROOM/LIVING ROOM

1. Windows - Clean windows with glass cleaner. Cleaning tip -newspaper (yes newspaper) will eliminate streaks. Also clean any patio doors on the inside and outside, as well as the sliding door tracks. Do not forget to clean windowsills and window tracks. Using a vacuum to sweep up all the dust first will help make cleaning the window track/sill easier. Porches and outdoor areas should be completely free of debris.
2. Closets - Closets should be completely free of debris. Wipe off shelves and bar with wet sponge and all-purpose cleaner. Do NOT leave hangers behind! The new tenants have hangers of their own!
3. Furniture - (If your apartment is furnished) If furniture contains any glass parts, clean with glass cleaner. Dust all wood furniture with dusting cloth and furniture polish. Vacuum out all dresser drawers, then wipe out all drawers with furniture polish and paper towels. If furniture is anything other than wood, an all-purpose cleaner may be used. Do not forget to move furniture away from the walls to check for any debris that may have fallen behind or underneath. Use a vacuum on the couch/futon. Any spills/stains may need additional attention. Spray these down with Lysol as well.
4. Heater Units/AC units - Thoroughly clean any air conditioning/heating unit with paper towels and all-purpose cleaner. The grill/cover should be free of dust and debris. Re-attach cover. Use vacuum attachments to clean under heating units.
5. Light fixtures - If you have overhead light fixtures, be sure to clean the globe/light fixtures with warm water and rid the overhead light of bugs, dust, etc. Also, clean all receptacle covers and switch

- plates.
- 6. Blinds - Be sure to clean all blinds. If the blinds are too dirty, it may be easier to replace them. If you plan on replacing the blinds, please make sure to measure first! Here is a helpful hint for cleaning blinds: use a sock or glove! Place the old sock or glove on your hand and dip the tip (or fingers) into a container of vinegar. Squeeze out any excess. Run your fingers along both sides of the first slat to remove dust. Repeat on the remaining slats, stopping periodically to rinse the dust off the sock or glove and to apply more vinegar.
- 7. Floor s- All carpets must be professionally cleaned. Carpets must be vacuumed prior to having them professionally cleaned. Your floors should be the last item that you clean.

CLEANING SUGGESTIONS

- 1. When you are done cleaning the oven, turn it on for a few minutes. If it dries with a white residue, take a clean wet cloth, and wipe it down.
- 2. When you are done in the bathroom, kneel and look at the fiberglass surround/ceramic tile by the tub to see if the soap scum is gone. Also, look at the soap dish and toothbrush holder to make sure that the bottoms are clean. Check the bathroom to make sure that all hair is gone! We cannot stress enough that leaving hair and crumbs behind leaves the appearance of an unclean apartment.
- 3. When you are finished in the kitchen, look at the tile at an angle to check for any grease spots that may have been missed. Also, do not forget to check the bottom and edges of the range hood or microwave for leftover grease.
- 4. Do not forget the closets! These must be cleaned, swept, and scrubbed.
- 5. If removing particles from the microwave is difficult, heat up a cup of water, as the steam will help loosen food particles and dirt.
- 6. Mr. Clean Magic Eraser is good for cleaning semi-gloss walls (these are walls in the kitchen and bathrooms) only (do not use on flat paint- living rooms and bedrooms), refrigerators, and white countertops.
- 7. Make sure you walk through your entire apartment after it has been cleaned to ensure that you have not left anything behind. Double check cabinets & vanities. If you do not want items, do not leave them in the apartment!
- 8. If you are sharing cleaning responsibilities with other roommates, it is a good idea to check each other's work. If you see something that is not clean enough or has been missed, please clean it. Avoiding cleaning items noted in the Move Out Cleaning Guide will ultimately cost money from the security deposit.

In the past we have dealt with tenants who did not understand why the security deposit had been charged for cleaning. In some cases, a roommate may have promised to clean or do a portion of the work, but they simply did not come back to do it. Communication is key, communicate with your roommates throughout the move out process to avoid situations such as these. Sometimes it is best to hire a professional cleaning company to clean the apartment for you. If you choose to hire a professional cleaning company turn in the receipt to the leasing office.

SUGGESTED CLEANING SUPPLY CHECK LIST

The following is a convenient checklist of supplies needed to clean your apartment properly:

- | | | |
|--|--|---|
| <input type="checkbox"/> Oven Cleaner | <input type="checkbox"/> Vacuum with attachments | <input type="checkbox"/> Window/Glass Cleaner |
| <input type="checkbox"/> All-purpose Cleaner | <input type="checkbox"/> Paper Towels | <input type="checkbox"/> Mop |
| <input type="checkbox"/> Floor Cleaner | <input type="checkbox"/> Mold & Mildew Cleaner | <input type="checkbox"/> Lime Away or CLR |
| <input type="checkbox"/> Sponges | <input type="checkbox"/> Feather Duster | |
| <input type="checkbox"/> Commode Brush | <input type="checkbox"/> Furniture Polish | |
| <input type="checkbox"/> Rags | <input type="checkbox"/> Toilet Bowl Cleaner | |
| <input type="checkbox"/> Brillo Pads | <input type="checkbox"/> Dusting Cloths | |
| <input type="checkbox"/> Garbage Bags | <input type="checkbox"/> Bleach Cleaner | |
| <input type="checkbox"/> Scrubbing Bubbles | <input type="checkbox"/> Broom | |
| <input type="checkbox"/> Abrasive Cleanser | <input type="checkbox"/> Mr. Clean Magic Eraser | |
| <input type="checkbox"/> Soap Scum Cleaner | <input type="checkbox"/> Dustpan | |

OTHER DEDUCTIONS

Late fees, outstanding invoices, unpaid utilities, charges for returned checks, damages to the apartment, missing/damaged furniture, and carpet cleaning (if receipt is not turned in) are all items/charges that may be deducted from the security deposit if not paid prior to the lease end date. Make sure your rental account has a zero balance by August 1, 2020.

MOVE OUT PROCEDURE REMINDERS

1. All lights bulbs must be in lamps, sockets, etc. And be in working order. All smoke detectors must have batteries and be in working order. Fire extinguisher must be in working order and fully charged. If any of these items are missing or do not work properly, your security deposit will be billed accordingly.
2. ALL keys must be returned upon move-out. If keys are not returned, you will be charged **\$150.00** to change the locks.
3. Landlord's office MUST have a forwarding address for you before Tenant leaves. Landlord prefers Tenant mails it to Westside Village Office ASAP or Tenant may submit it with your final rental payment.
4. You must call WestPenn Power at 1-800-686-0021 and inform them your lease termination date and make arrangements to have the final meter reading done. **You MAY NOT have the utilities taken out of your name until your EXACT LEASE TERMINATION DATE or you will be charged accordingly under the terms of the lease and its addendums.**
5. You must call cable and phone providers and arrange to disconnect your services.
6. Any questions concerning move out procedures can be addressed by calling our office at 814-234-1707 or by mail to the Westside Village rental office.

DAMAGED ITEMS, PAINTING AND CLEANING COST SHEET

If your apartment is not cleaned properly you can expect the following deductions from your security deposit. Please note that this is not an all-inclusive list. There may be other cleaning costs for items not on the list.

NOTE: All cleaning prices are subject to tax and may be greater depending on the state in which Tenant leaves apartment. Westside Village will not be responsible for personal items left behind after the termination of the lease. In sum, please note that this sheet provides estimates only. Prices are subject to change.

All costs below are per room/per item

Kitchens

Refrigerator & Freezer	\$25.00
Stove & Oven	\$25.00
Range Hood	\$25.00
Dishwasher	\$15.00
Microwave	\$15.00
Countertops & Sink	\$10.00
Cabinets - In & Out	\$10.00
Floor	\$15.00
Light Shades	\$10.00
Walls	\$10.00
Blinds (price per)	\$5.00
Baseboard	\$10.00

Living Rooms

Windows & Window Sills	\$20.00
Light Shades	\$10.00
Blinds	\$5.00
Baseboard	\$10.00
Carpet/Floor	\$100.00

Bedrooms

Windows & Window Sills	\$20.00
Blinds	\$5.00
Carpet/Floor	\$100.00
Light Shades	\$10.00
Closet	\$15.00
Baseboard	\$10.00

Additional Items

Stairs	\$25.00
Basement	\$30.00
Porch or deck	\$25.00
General Painting	\$1.00-\$2.00/sq. ft.
Small Holes (<3"x3")	\$50.00
Medium Holes (3"x3" to 6"x6")	\$100.00
Large Holes (>6" x 6")	Cost to replace drywall in addition to labor at \$50/hr

Bathrooms

Tub/Shower	\$75.00
Walls	\$10.00
Toilet	\$30.00
Floor	\$15.00
Sink	\$35.00
Vanity	\$15.00
Mirror/Med. Cabinet	\$10.00
Exhaust Fan	\$20.00
Lights	\$10.00
Baseboard	\$10.00
Blinds	\$5.00

Hallways & Stairs

Windows & Sills	\$20.00
Blinds	\$5.00
Carpet/Floor	\$100.00
Light Shades	\$10.00
Closet	\$15.00
Baseboard	\$10.00

Furniture (per piece)

Table & chairs	\$10.00
Coffee table & end table	\$10.00
Dresser	\$10.00
Futon/Couch	\$10.00
Bed & frame	\$10.00
Barstool	\$10.00
Wardrobe	\$10.00

The result of not cleaning your apartment or more
Depending on the number of bedrooms/bathrooms

*** Prices do not include PA Sales Tax

*** Trash removal - \$50 per bag - \$100 per item for a large item such as furniture

*** Extra heavy cleaning is rate above + 20% increase in rate