

2012-2013 Lease

West Chester Off-Campus Housing

Landlord agrees to lease to Tenant the unit described on page 1, referred to as the "Unit." The Unit is part of the "Premises." The Premises includes all balconies, decks, hallways, walkways, sidewalks, parking areas, and other parts of the real estate of which the Unit is a part. Tenant agrees to occupy the Unit and pay rent and comply with all of the terms of this lease, including the following 43 numbered paragraphs, together with any additional rules and regulations which Landlord later delivers to Tenant:

Terminology: The term "Tenant" refers to all tenants of the Unit, male and female, singular and plural, individually and collectively. The term "Landlord" refers to West Chester Off Campus Housing LLC and/ West Chester Borough Properties LLC or its legally defined status.

1. PREMISES AS IS. Tenant has inspected the Unit and accepts it AS IS, as reflected in the *check-in sheet* to be signed at the time of check in. *Carpets have been professionally cleaned, and must be done by a professional company (WCOCH has a competitive professional service which insures the job is done right. I.E- Some "environmentally correct" companies do not clean carpets properly, and will still need to be re-cleaned at your expense).

2. Use of Premises. The Unit will be used only as a private residence for the Tenants named above. No one else may occupy the Unit without the written consent of the Landlord. Tenant guarantees that the Unit will be used only as a place to live and for academic study during the term of the lease. There will be absolutely no loud parties or disorderly conduct. **NO SMOKING is permitted anywhere in the unit.** Due to many tenants' having allergies, special cleaning and/or replacement of unit items will be charged back to the tenants.

3. Term. The lease will begin and end on the date specified above for "Term Begins" and "Term Ends." Should a tenant, without written permission to do so, remain in unit past "term ends" date, they will be assessed \$100.00 per day as a penalty fee. This penalty fee is over and above their monthly rent payment.

4. Possession. If the Landlord is unable to give possession of the Unit at the scheduled beginning of the term, then Tenant will not owe rent until possession is given. The length of the lease would then be reduced, but the ending date of the term would not change. If Landlord is unable to give possession within 30 days after the scheduled beginning date of the term, then Tenant may cancel this lease and obtain a refund of his/her deposit.

5. Rent payments for each month must be paid on the first calendar day of each month at **327 South High Street, West Chester, PA 19382 or PO BOX 1924, West Chester, Pa 19380**. Landlord need not give notice or demand the rent. Rent must be paid in full without deductions. All rent for each unit must be submitted to Landlord in one check for the total amount of rent due. Tenant will owe the Landlord an administrative fee of \$50.00 for each time the total rent due for the Unit is not submitted in a single check/ or for administration of outstanding balances due payable to: **West Chester Off-Campus Housing**.

6. Late Charge. Rent is due on the first day of each month. If rent is not received in the Landlord's **Post Office Box 1924, West Chester, PA 19380** by the 3rd calendar day of each month, Tenant will owe a **late charge of 10% of the total rent due** for that month per unit. That late charge will be repeated each month and each time any payment is late. Additionally, delinquent balances will bear interest at one and one-half percent (1½ %) per month, compounded monthly. Tenants who warrant a **NOTICE TO QUIT** mailing for violations of the lease, will receive an administrative fee of \$100.00, in addition to any other charges.

7. Full Payments. Landlord will reject any payment that is offered which does not include all applicable late charges, bad check charges, or other fees or charges due from Tenant. If rent and all applicable charges are not received by Landlord in full by 5:00 p.m. on the third calendar day of the month in which such rent, and charges are due, then Landlord is entitled to terminate this lease

8. Utilities. Tenant is responsible for payment of the utilities specified above. A late fee of 10% will be assessed after 30 days of receipt of a respective bill and compounded thereafter.

9. Security Deposit. Before Tenant moves into the Premises, Tenant must post a security deposit in the amount shown on the lease cover page. Landlord will keep that security deposit in a local bank. If Tenant violates any term of this lease, then the Landlord may use the security deposit to make up any shortage or loss, or to pay for any damage. Tenant will then have to replace the security deposit, and Tenant will remain fully responsible for all charges, losses, expenses, and damage. Tenant will be considered delinquent in rent and in default under this lease until all such replacements, payments, and reimbursements are made by Tenant. If Tenant fully performs all of the terms of this lease, and pays all rent and other charges on time, and leaves the apartment in good condition when required to do so, then ***Landlord will return the security deposit within 30 days of end of lease term.** If the law requires payment of any interest on the security deposit, then it will be paid to Tenant, also. Landlord will deduct from the security deposit the cost of any repairs or renovations required in the Unit after Tenant vacates it. If Landlord sells the Premises, he may give the security deposit to the new buyer. In that case, Tenant would look only to the new buyer for security, and Landlord will be released from all obligations. Tenants agree that the person named on the front page to receive the security deposit is the only person to whom the Landlord must send the security deposit or give notice of any claims. **All Tenants agree that the named person on page one/cover page will have full responsibility for distributing the security deposit among the other Tenants.** The security deposit will be mailed to the address set forth for that person on the cover page. A self-addressed envelope will be given and completed at signing.

10. Bad Checks. If a Tenant's check is returned for non-sufficient funds, the rent from that time forward will be due on a strictly cash basis, with a receipt being issued for that amount by Landlord or his agent. There will be BOUNCE fee of **\$40.00 charged** to Tenant for any check returned to Landlord for any reason. **Tenant will also be responsible for late charges, as above, if a good check is not delivered to Landlord on or before the third calendar day of the month in which the rent is due.**

11. Fines and Costs. If Landlord is warned, cited or fined by the Borough of West Chester or any other government agency for any non-compliance with this lease or any other action or omission by Tenant or Tenant's guests, then Tenant will be responsible for and will pay any expense or loss of Landlord for fines, costs, and Landlord's legal fees. *****An administrative fee of \$100.00 will also be due landlord for warning and/or citation work.**

12. Landlord's Legal Expenses. If Landlord hires a lawyer to assist in any claim against Tenant, then Tenant will pay Landlord's legal fees in addition to any other amounts payable to Landlord. Tenant agrees that an hourly rate up to **\$275.00** will be charged by Landlord's lawyer, whichever is deemed a fair reasonable rate. In addition, should tenant file a judgment against the landlord which is without merit, as deemed by the courts, than all expenses to include legal charges to the landlord will be the responsibility of the tenant(s). If a collection agency is used to recovery an outstanding obligation, a 30% fee will be added to balance owed. All legal filings will occur in the jurisdiction of landlords choosing.

13. **Alterations.** Tenant may **not**, without Landlord's **prior written permission**, install any locks, paneling, flooring, partitions, railings, or other "built-ins." Tenant may not alter the plumbing, ventilating, air conditioning, electrical, or heating systems in any way. Tenant may not change or add paint or wallpaper without the prior written consent of Landlord. If painted, unit must be returned to original white colored paint at tenants' expense. If Landlord gives any such permission, then any addition or alteration will become part of the Unit and the property of Landlord. They may not be removed unless Landlord directs that they be removed. If Landlord directs the removal of any addition, it must be removed at Tenant's expense by the end of the lease term, or within 15 days after notice from Landlord, whichever date is later.

14. **Care of the Premises.**

(a) **Carpeting.** Tenant must cover with carpeting at least 80% of the wood floors in the Unit (if there is no wall to wall carpeting). Carpeting (i.e.: remnants) must be installed before furniture is moved in. All wall to wall carpets must be professionally cleaned at the termination of the lease at tenants' expense. See EXHIBIT I for charges.

(b) **Tenant must take good care of the Unit and all equipment in it.** Landlord will repair the plumbing, heating, and electrical systems, and the walls, floors, ceilings and exterior of the building **unless** the failure or damage was caused by an act or neglect of Tenant or Tenant's guests. In that case, all costs of repairs or replacements will be paid by Tenant. For a partial list of repair expenses see Exhibit I. Tenant shall be responsible for ALL cost of repairing and clearing any clogged drains. No grease, coffee grounds, sanitary napkins/tampons, or smoking materials are to be put into drains or toilets. Plumbing repairs necessitated by resident cause/neglect shall be at the expense of the residents.

15. **Fire, Accidents, and Hazards.** Tenant must notify Landlord immediately of any fire, accident, or hazardous condition in the Unit or the Premises. If the Unit is damaged by fire or other occurrence which makes it unusable, the **lease goes on**. Tenant is not required to pay rent for the time the Unit is unusable unless the damage was caused by Tenant or Tenant's guests. Tenant may not cancel the lease unless Landlord fails to return the Unit to usable condition within 60 days after the fire or other occurrence. Landlord has no responsibility for providing or finding replacement housing. If the Premises is damaged by fire or other occurrence, Landlord may cancel the lease. If Landlord cancels the lease, Tenant must vacate the Unit within ten days after notice, and pay all rent due through the date of the fire or other occurrence, along with the cost of any repairs or other losses resulting from the mischievous act or neglect of Tenant or Tenant's guests (see Section 24).

16. **Liability.** Landlord is not liable for any loss, expense, or damage to any person or property unless due to Landlord's negligence. Tenant must pay for all expenses, losses, and legal fees of Landlord resulting from any act or negligence of Tenant, including violations of this lease. **Tenants must provide individual receipt(s) of renter's insurance for the unit (see Section 24).**

17. **Entry by Landlord.** Landlord may enter the Unit at any reasonable hour to inspect, repair, exterminate, or perform any other work Landlord chooses. Landlord may also, at any reasonable time, show the Unit to possible buyers or possible tenants. Landlord may place a "for sale" or "for rent" sign on the Unit.

18. **Changing Tenants.** Tenants may not assign this lease or sublease any part of the Unit. Landlord will accept a substitution of Tenant only upon proper application from the proposed new tenant, approved by the Landlord. That approval must then be followed by execution of a new lease by all parties, including co-signers and guarantors. ***A \$295.00 service charge, per Tenant being replaced, is due for the administration required for the new lease whether this occurs before or after the lease term has begun.*** Until an application is made and accepted, and lease fully amended, *(1) Tenant remains fully responsible for performance of the lease and all payments required; and (2) no other person or occupant will have any rights as a Tenant or otherwise with respect to the Unit.*

19. **Laws and Regulations.** Tenant must comply with all laws, rules, regulations, and orders of all governmental authorities. Tenant will not violate any fire regulations or other regulations. Tenant will not do anything to increase Landlord's insurance premiums. If Tenant does, then Tenant must pay the increase in premium.

20. **Subordination and Attornment.** This lease and Tenant's rights are subject and inferior to all present and future mortgages, security interests, or loan agreements covering the Premises ("subordination"). If a bank or other lender forecloses on the property, the new owner may cancel this lease. Tenant agrees to execute a certificate acknowledging that possibility. If a new owner wants Tenant to remain as a tenant, then Tenant will sign a new agreement to do so ("attornment").

21. **Condemnation.** If a legal authority takes the Unit or any part of the Premises, then Tenant's rights will end as soon as the authority takes ownership. If any payment is due for this type of condemnation, then Landlord will be entitled to the entire payment. Tenant will be entitled to no payment, for early termination or otherwise.

22. **Construction.** Construction or demolition may be performed in or near the Premises. This will not affect Tenant's obligations under this lease, even if it interferes with Tenant's enjoyment of the Unit.

23. **Theft or Damage.** Landlord is not responsible for loss, theft, or damage to Tenant's property, nor for injury or damage caused by Tenant's use of the Premises. Landlord does not carry any insurance for Tenant's interest or Tenant's property.

24. **Insurance. Tenants are responsible for the purchase of renter's insurance from a reputable fire and liability insurance company.** That insurance must cover (1) property of Tenant; and (2) damage to the Unit and Premises for any act or neglect of Tenant or Tenant's guests; and (3) liability of both Landlord and Tenant for any act or neglect of Tenant or any condition of the Unit or Premises that is not Landlord's specific responsibility. **You are required to purchase and maintain personal liability insurance coverage. This policy must cover all occupants in the unit, as well as all guests, for personal injury and property damage. It is recommended a minimum coverage of \$50,000 from a carrier that has an "AM Best rating of A-VII or better " (National Apartment Association), and is licensed to do business within the State of Pennsylvania. In addition, WCOCH must be listed as a certificate holder.**

WCOCH does not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants or invited guests or vandalism unless otherwise required by law.

25. Tenant's Certificate. If requested by Landlord, Tenant will immediately sign a certificate confirming that: (1) this lease is in full force and effect, with no changes; (2) Landlord has fully performed all his obligations under the lease, and Tenant has no claim against Landlord; (3) Tenants will fully perform all their obligations under the lease; and (4) any other reasonable and true statement required by Landlord. The certificate will be addressed to whomever Landlord chooses.

26. Curing Defaults. If Tenant is in default under any obligation of this lease, then Landlord may take action to correct that default and charge Tenant the cost of doing so. Tenant must immediately pay that cost, along with any additional expenses of Landlord, within 15 days after notice of the amount due.

27. TENANT'S WAIVERS.

(a) Notice of Default. Landlord is not required to give Tenant a notice of default or an opportunity to correct any default. Tenant waives the right to a Notice to Quit (NTQ) under the Landlord-Tenant Act.

(b) This lease is for a specific time period. No notice of extension need be given.

(c) *Notice of Renewal:* There are no Automatic Renewals. Tenant will receive a notice in the Fall of the current lease agreement, asking their intention to renew their lease. This new agreement will be based on changes/rent adjustments. This notice allowing for a renewal will only be given to tenants in good standing: i/e. no behavioral or late payment problems.

d) Notice of Termination. If Landlord terminates this lease for any violation, then Tenant will **not** be entitled to notice of 30 days or 3 months, but **only 5 days notice**.

(e) Multiple Notices. Landlord need not notify each Tenant individually, and may give one notice for the Unit binding on all Tenants. Also, any notice from any one of the Tenants will be considered notice from all of the Tenants, and will be binding on all of the Tenants.

28. Abandonment. If Tenant abandons the Unit any time during the lease term, Tenant's obligations will still continue until the end of the lease term. Without ending or reducing Tenant's obligations, Landlord may: (a) take possession of the Unit; (b) perform any repairs or renovations Landlord considers proper; (c) try to re-rent the Unit; (d) declare all rent and other charges immediately due for the entire remainder of the term; (e) sue tenant for any money Landlord is entitled to. Landlord may pursue any combination or all of those remedies.

Landlord has no duty to re-rent the Unit or collect rent for Tenant's benefit. Landlord may re-rent the Unit on any terms or conditions he sees fit. Any rent actually received from a new tenant will be applied first to Landlord's expenses of repair and re-rental, and last toward Tenant's remaining obligations to Landlord.

29. Lease Termination/Tenant's Default. Landlord may terminate this lease and evict Tenant if Tenant fails to pay any rent or other charges when due, or if Tenant violates any other term of this lease. If Landlord terminates the lease, Tenant will still remain responsible for all rent and obligations **until the lease term ends**. Landlord will have all the same rights as if the Tenant abandoned the Unit, as described above. Without reducing Landlord's rights or Tenant's obligations, Landlord may sue Tenant for eviction and for all money due from Tenant, both past due and for the remainder of the term.

30. **No Waiver by Landlord.** If Landlord forgives or overlooks any violation of this lease, that will not be considered a waiver of Landlord's rights, and Landlord may fully enforce the lease in the future. If Landlord accepts any rent or partial payment, that will not be considered a waiver of Landlord's rights, and Landlord may fully enforce all terms of the lease. If any term in this lease is found to be illegal or unenforceable, the rest of the lease remains in full force.

31. **Remedy Against Landlord Limited.** If Tenant is determined to have any legal rights against Landlord, then Tenant's rights are limited to Landlord's interest in the Premises for payment of any judgment or other court remedy. Tenant may not claim or have access to any property of Landlord other than the Premises.

32. **No Brokers.** Tenant has not been assisted by any real estate broker in leasing this apartment. Tenant will pay any claim of any broker for compensation for renting the Unit.

33. **Parties Bound by Lease.** This lease shall bind Landlord, and Tenant(s) jointly and severally, if either party consists of more than one person. If more than one person signs this Lease, each person, his heirs and assigns, is fully and personally obligated to keep all of the promises made in this Lease. The Landlord may enforce its rights under this Lease against each person individually or all Tenants together. The parties agree that his Lease shall be binding upon and inure to the benefits of the parties, their respective heirs, administrators, executors, successors, and assigns.

34. **NO Pets.** No pets are permitted in the Unit or on the Premises. No pet –sitting. If evidence of an animal is found to be in the unit, at any time, **tenants will be responsible for new carpeting at lease end, as well as fumigation of the unit.**

35. **Locks.** No locks may be installed by Tenant without Landlord's written permission. If Tenant installs a lock without such permission, Landlord may remove the lock by any means necessary. Tenant is responsible for any damage to the door or doorjamb caused by the lock or its removal, and for Landlord's cost of removal and replacement.

36. **Trash and Recycling.** Tenants' are responsible for complying with trash collection procedures and recycling laws of the Borough of West Chester or will be fined accordingly. Tenant must place all recyclables in the proper containers for collection. No large items may be placed outside for collection. It is Tenant's responsibility to dispose of large items, including furniture. Tenant will be responsible for the cost of removal and disposal of any items which Landlord must remove.

West Chester Borough Trash Codes
BOROUGH CODES for TRASH AND RECYLING:

Tenant is responsible for complying with trash collection procedures and recycling laws of Borough of West Chester. Tenant must place recyclables in proper containers for collection. It is tenant's responsibility to dispose of large items, including furniture. No large items may be placed outside for collection except in strict compliance with Borough regulations. Tenant will be responsible for the cost of removal of any items which the landlord removes. *ALL trash and garbage must be delivered to the trash containers in sealed bags small enough to fit properly in those containers. ALL trash must be stored in the Unit in a sealed waste receptacle or placed in one of two trash containers located outside the Unit. Any trash or garbage that will not fit into the two supplied trash cans WITH THE LID CLOSED

must be placed in trash bags purchased from the Borough or local retailers for a minimal cost. This cost may change according to Borough guidelines. It is the TENANT'S responsibility to purchase and use such trash bags properly. No more than (4) trash bags may be placed in the collection area for pick-up each week.

37. Parking Permits. Where applicable, it is Tenant's responsibility to have a parking permit placed on the back of the inside mirror of Tenant's car facing out to the windshield. If Tenant does not put the permit in the right place, Tenant will be towed. Landlord is not responsible for parking facilities, parking tickets or towing. **Replacement of lost parking decals will be done at a cost of \$50.00 per decal.** No trucks are permitted. Inoperable and/or unlicensed vehicles are not permitted on the premises at any time. Such vehicle will be ticketed and towed at the owner's expense.

38. Landlord May Terminate This Lease. Regardless of anything else in this lease, Landlord may terminate the lease at any time and for any reason, with or without cause, by giving Tenant 30 days written notice. Written notice may be given by regular mail, addressed to the Tenant at the address listed for the Unit and Premises.

39. Individual Responsibility. All Tenants are jointly and severally responsible for the terms of this lease. Each Tenant is individually responsible, and responsible for performance by all the other Tenants. Tenants may not divide or apportion their responsibility under this lease. Any breach by any Tenant will be the responsibility of all Tenants individually and collectively.

40. Rules- Section A. Tenant must comply with the following rules, **and any additional rules** Landlord delivers to Tenant later:

- a)** No articles may be left in hallways. All possession must be stored in the Unit. Any articles found in the hallways or elsewhere on the Premises will be removed, and Tenant will be responsible for the cost of removal.
- b)** No barbecue or charcoal grills may be used in any Unit or on the Premises. Any such items found in/on the Premises will be immediately removed by Landlord and discarded at Tenant's expense. They are deemed a fire hazard.
- c)** No beer kegs may be brought into or stored in any Unit. Any violation of this requirement will result in an immediate termination of the lease and eviction of the Tenants.
- d)** No wax may be used on wood floors at any time.
- e)** Tenant acknowledges that in Pennsylvania it is a criminal act to serve intoxicating beverages to anyone under the age of 21. Tenant promises not to do so on the Premises.
- f)** The use of abrasive cleaners on any fiberglass tubs or shower stalls is strictly prohibited. A non-abrasive cleaner such as "Soft Scrub" is suggested. If any fixtures are damaged by abrasives, Tenant will be responsible for the cost of repair or replacement.
- g)** No live or natural Christmas trees may be brought into any Unit. Any Tenant violating this provision will pay for the cost of cleaning any needles from the Premises, along with a disposal fee of \$50.00.
- h)** Any posters hung in the Unit must be done by tacks. Any nail holes or other wall damage caused by any wall hangings will be charged back to Tenant.
- i)** Tenant is jointly responsible with other Tenants for keeping the common hallways clean, including vacuuming carpets at least weekly. If Landlord is required to perform repairs or

cleaning in any common hallway, then all Tenants who use or have access to that hallway will each be fully responsible for the entire cost of repair or cleaning.

j) Tenants are responsible for the actions of visitors/guest and tenants are liable for any damage or theft caused by their visitor/guests.

k) No water beds

l) Tenants bringing a mattress or *any* personal belongings which are infested, requiring an outside pest control company to control the problem will be responsible for cost to correct the problem.

40. Rules Continued- Section B. Tenant must comply with the following rules, **and any additional rules** Landlord delivers to Tenant later:

m) Kerosene heaters are not permitted in the premise.

n) Candles are not permitted. They cause soot throughout the unit and possible life-threatening fires.

o) Tenant(s) agree to read thoroughly, the Rental HELP pamphlet given at *check-in* that has important apartment/ life-skill information.

41. Lead Paint Disclosure 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. Tenant must also receive a *Federally approved pamphlet on lead poisoning prevention. **Landlord's Disclosure:** The UNIT was painted many times before 1978. **See EXHIBIT 2**

42. SURRENDER OF PREMISES: At the expiration of the lease term, Tenant shall deliver all keys to the leased premises to Landlord/staff at the Landlord's rental office. Tenant shall leave none of its possessions or any garbage or trash at the leased Premises following surrender of possession or by forcible eviction. Any possessions remaining will be deemed abandoned. Landlord is empowered to dispose of any property left behind by Tenant in whatever manner Landlord shall choose at the sole expense of Tenant as additional rent.

43. Copies of Lease. This lease is executed in 2 copies. The original, signed by all parties, will remain with the Landlord. The second copy will be considered a duplicate original for all purposes, whether or not it is separately signed by Landlord. The duplicate copy will be given to group upon signing and securing by all parties. Additional copies of page one will be provided (page 1 /cover page has financial information, utility information as well as the lease term dates)

44. False Fire Alarms. Tenant agrees not to cause false or malicious fire alarms. Tenant agrees to pay a fee of \$300 for *each* false alarm, as the Borough's fire department charges for false alarms. All tenants in the unit are jointly and severally liable. All tenants in the unit are responsible and accountable for the actions of their guests. All tenants are also responsible for the payment of any fines/fees incurred from the Borough of West Chester.

45. This is the Whole Lease. This document is the entire agreement between Landlord and Tenant. No other terms are included. Nothing that has been discussed is part of the agreement unless it is written in this document. No other agreements may become part of the deal unless they are written and signed by both Landlord and Tenant.

Certification of Accuracy. All tenants please PRINT AND SIGN below: The following parties have reviewed the information above and certify to the best of their knowledge that the information provided is true and accurate.

Tenant: 1/ _____ cell# _____ /date _____

Signature/ _____

Tenant: 2/ _____ cell# _____ /date _____

Signature/ _____

Tenant: 3/ _____ cell# _____ /date _____

Signature/ _____

Tenant: 4/ _____ cell# _____ /date _____

Signature/ _____

Property Owner/Assigned agent _____ **Date** _____

WCOCH Lease 2012-2013

Unit Address _____

The undersigned Tenants * have read and understood the provisions of this lease. Each Tenant accepts full responsibility for performance of the entire lease 2011-2012. Parents to co-sign.

1*. Student Signature _____

Parent Signature _____ Date _____

FULL HOME address/phone _____

2*. Student Signature _____

Parent Signature _____ Date _____

FULL HOME address/phone _____

3*. Student Signature _____

Parent Signature _____ Date _____

FULL HOME address/phone _____

4*. Student Signature _____

Parent Signature _____ Date _____

FULL HOME address/phone _____

Property Owner/Assigned Agent _____ Date _____

This lease is copyrighted by West Chester Off-Campus Housing, L.L.C.

CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease. Manager or Owner and Resident/Tenant agree as follows:

Resident, any member(s) of the resident’s household, a guest or any other person affiliated with the resident, at or near the resident premise:

1. Shall not engage in any criminal activity, on or near the said premises. This included drug-related criminal activity. “Drug related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act 121 U.S.C.802.)

2. Shall not engage in any act intended to facilitate criminal activity.

3. Will not permit the dwelling unit to be used for, to facilitate criminal activity.

4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance. Defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.

5. Shall not engage in any illegal activity, including, but not limited to prostitution. Defined in A.R.S 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare or the landlord, his agent, or other tenant , or involving imminent or actual serious property damage, as defined in A.R.S 33-1368.

6. VIOLATION OF THE ABOVE PRO VISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provision of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-13685. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, shall be a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of this addendum and any other provisions of the lease, the provisions shall be by a preponderance of the evidence.

This Crime Free LEASE ADDENDUM is incorporated into the lease executed or renewed this day between the Manager or Owner and Resident. Please sign below.

1. _____/date _____
Resident

2. _____/date _____
Resident

3. _____/date _____
Resident

4. _____/date _____
Resident

(Property Owner/ Agent) / _____ Date _____

EXHIBIT 1

2012-2013 PARTIAL LISTS OF POSSIBLE REPAIR EXPENSES

- Removal of foreign object from a garbage disposal (i.e. beer cap) \$35.00
- Repair of a window screen \$35.00
- Replacement of a window screen (normal size not patio size) \$65.00
- Repair of patio screen door \$70.00
- Replacement of patio door SCREEN \$125.00
- Replacement of window blinds- per blind \$25.00
- Replacement of patio door blinds- per blind \$115.00
- Replacement of stove pans (set of four) \$30.00
- Removal of a sofa \$50.00
- Removal of a winged chair \$35.00
- Removal of a mattress or box spring (separately) \$45.00
- Removal of an end table \$25.00
- Removal of a rug \$40.00
- Removal of TV-size dependent \$25.00-\$100.00
- Removal of a small room refrigerator \$35.00
- Gathering up and disposal of trash left in unit (per 30 gallon can) \$30.00
- Professional carpet cleaning/ 2bedrm apt-liv room with rug \$150.00
- Replacement of unit door lock as a result of failure to return a key \$150.00
- Failure to return laundry room keys/exterior door keys \$25.00/\$150.00
- Replacement of a mail box lock due to failure to return key \$60.00
- Replace broken entry/bedroom key \$25.00 per key
- Replace bedroom lock \$60.00
- Replace/rehang exterior door (per entry door) \$475.00
- Replace/rehang interior door - per door \$190.00
- Replace interior door jamb/trim/frame/door/painting \$375.00
- Replacement of small fire extinguisher \$35.00
- Replacement of large fire extinguisher \$150.00
- Replacement of broken toilet tank handle \$30.00
- Removal of toilet for repair \$75.00
- Replacement of toilet \$195.00
- Replacement bathtub drain stopper \$35.00
- Lock out charge to open your door (after hours \$100.00) \$25.00
- Replacement of baseboard heater – size dependent \$95.00-\$155.00
- Thermostat for electrical baseboard heater \$60.00
- Replacement of smoke detector \$30.00
- Trash put out for collections - per incident \$25.00 per bag
- Replacement of WCOCH parking permit \$50.00
- False/malicious fire alarms- per incident PLUS any borough fines \$300.00

EXHIBIT 2
Protect Your Family From Lead Paint In Your Home

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT: Lead exposure can harm young children and babies even before they are born.
- FACT: Even children that seem healthy can have high levels of lead in their bodies.
- FACT: People can get lead in their bodies by breathing or swallowing lead dust or by Soil or paint chips with lead n them.
- FACT: People have many options for reducing lead hazards. In most cases, lease-based paint that is in good condition is not a hazard.
- FACT: Removing lead-based paint improperly can increase the danger to your family.

**ARE YOU PLANNING TO BUY, RENT, OR RENOVATE
A HOME BUILT BEFORE 1978?**

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead form paint, chips and dust can pose serious health hazards if not taken properly. By 1996, the federal law will have required that individuals receive certain information before buying, renting or renovating pre-1978 housing.

WHERE LEAD –BASED PAINT IS FOUND

In general, the older your home, the more likely it has lead-based paint. Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing.

Lead can be found:

In homes in the city, country or suburbs.

In apartments, single-family homes and in both private and public housing.

Inside and outside of the house.

In soil around the home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars).

exhibit 2 ---continued next page

Exhibit 2-continued
CHECK YOUR FAMILY FOR LEAD

Get your children tested if you think your home has a high level of lead.

A simple blood test can detect high levels of lead. Blood tests are important for:

- Children who are 6 months to 1 year old (6 months if you live in an older building or home that might have lead paint).
- Family members that you think have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing. Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range in your diet to medication or a hospital stay.

SIMPLE STEPS TO PROTECT YOUR FAMILY FROM LEAD HAZARDS

If you think your home has high levels of lead:

- Get young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat healthy, low fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills and other surfaces
- Wipe soil off shoes before entering houses.
- Talk to your Landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines)
- Don't use a belt-sander propane torch, dry scraper or sand paper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

LEAD'S EFFECTS

If not detected early, children with lead in their bodies can suffer from:

- Damage to the brain and nerve system.
- Behavior and learning problems (such as Hyperactivity).
- Slowed growth.
- Hearing problems.
- Headaches.