

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE, THAT IS A LEGAL AGREEMENT BETWEEN THE TENANT(S) AND THE LANDLORD. READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PART OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.

1. NAMES OF LANDLORD AND TENANT(S):

- a. **Name of Landlord or agent: Kerpec Management L.L.C.**
Phone #: 412-325-3900 (or) 412-325-3904; Fax #: 412-325-3923 (or) 412-325-3924
E-mail: kerpec@kerpecmgt.com

- b. Address to send rent payments: **3401 FORBES AVE. PITTSBURGH, PA 15213**

- c. **Name of Tenant(s):** Vaishnavi Mantha, Spoorthi Jakka, Kanvi Shah
and Adithi Rao

2. LEASED PROPERTY

- a. The leased property is the location Landlord agrees to rent to the Tenant.
It is a(n): X Apartment Single Family Home,
 Townhouse, Condominium or
The words "leased property" refer to the type of residence above.

- b. **The exact address is** 218 N. Craig St Pittsburgh, PA 15213
Apartment# 6

3. STARTING AND ENDING DATES OF THE LEASE

- a. This lease begins at 12:00 noon on August 1, 2019 , or as soon afterward as the apartment or house is ready for occupancy. (Your rent will be pro-rated per diem if your lease begins prior to the first of the month.)
- b. This lease ends at 12:00 noon on July 25, 2020 (if your lease ends on the 25th of the month or later, we will **not** pro rate your rent for your last month.)

4. RENT

- a. The non-discounted rental amount each month is: \$ 2095.00 and is due by the first (1st) day of each month.
- b. The total rental amount for the term of the lease is: \$ 25140.00 (Non-discounted).
- c. The total amount due for the security deposit is: \$ 2095.00.
- d. Rent is considered late if received and/or postmarked after the first (1st) day of each month. **Your rent check must include your name, address, and apartment number. In the case of multiple tenants, the rent must be received in one check only. If more than one check is received, it will result in a loss of the rental discount.**

5. DISCOUNT FOR PROMPT PAYMENTS OF RENT

- a. Rent payment received by the Landlord in full by the first (1st) day of each month due will be discounted by \$ 200.00.
- b. This discount means that rent received by the first of the month due will be \$ 1895.00.
- c. This discount does not apply unless all rent or other charges for previous months are paid in full.
- d. On or after the fifth of the month due, there will be a 10% late fee added to the full month's rent.

6. BAD CHECKS

Tenant(s) agree to pay a fee of fifty dollars (\$50.00) for any check that is not honored by the bank. Landlord reserves the right to require future rent payments in the form of cash, money order, certified or cashier's check. Returned checks will not qualify for any rental discounts.

7. NUMBER OF OCCUPANTS

- a. The maximum number of people allowed to live in the leased property is 4 .
- b. If any unauthorized occupant(s) is found living in the leased property, Landlord has the option to:
 1. End this lease with written notice.
 2. Require Tenants to pay an additional two hundred dollars (\$200.00) per month for each unauthorized occupant(s) for the term of the lease. This becomes additional rent to the tenants.
 3. Require Tenants to pay for all damages caused by unauthorized occupant(s).
 4. Under some conditions an additional tenant may be allowed to occupy the premises for an additional monthly rent of \$ 200.00 . Landlord must agree to the new tenant.

8. UTILITY SERVICES

Tenant agrees to pay on time for all utilities and services obligated to tenant for the leased area. **Tenant(s) further agree to pay for water and sewer charges in the amount of \$30.00, per person, per month, which will be due along with the monthly rent. In addition, all water bills that exceed the amount collected for the building that month will be pro-rated on a per person basis.** That means that any excessive monthly water and sewer bills for the building will be divided by the number of persons in the building and that portion will be subsequently billed to each tenant. That amount will be due with the following month's rent, and will become additional rent for the tenants. Please conserve water use, and report any plumbing problems, leaking faucets, or running toilets immediately to our office. Any blatant excessive water use shall be paid by the Tenant(s) responsible.

9. APPLIANCES

- a. Landlord provides Tenant with all appliances including, but not limited to, those so noted below. All appliances are provided for the convenience of the Tenant.
- b. Tenant must advise Landlord, in writing, of any problems with these appliances within the first three (3) days of Tenant's lease. After this initial three (3) day period, all appliances will be considered in good working order.
- c. Tenant shall return all appliances to Landlord thoroughly cleaned, undamaged, and in good working order at the end of the lease term.
- d. Tenant will not be responsible for normal wear and tear to appliances, but will be responsible for any damages, missing parts, and cleaning needed for the appliances.
- e. Landlord has supplied Tenant with the following appliances:

Range	<u> X </u>	Range Hood	<u> X </u>
Refrigerator	<u> X </u>	Air Conditioner	<u> X </u>
Dishwasher	<u> X </u>	Other	<u> </u>
Disposal	<u> X </u>		
- f. If the building or premises have coin operated washers and dryers, they are provided for the convenience of the tenants only and it is not an obligation of the Landlord to provide this service, or to guarantee it working at all times. Landlord may replace, change or remove this equipment at any time without notice or penalty. Anyone caught damaging or vandalizing any equipment or property in the building will be prosecuted to the fullest extent of the law. Please report any suspicious activity or vandalism to us at once.

10. INSPECTION

- a. Tenant(s) has inspected the premises, and agrees the leased property is in satisfactory condition and agrees to take the premises "as is".
- b. Tenant(s) agrees to inspect the apartment and give Landlord a signed inspection sheet within three days of occupancy detailing any condition issues. It is the Tenants responsibility to return a signed copy within three (3) days of move in to Landlord, to verify the condition of the apartment or house they are renting. Any issues found during inspection must also be documented with a picture disc to be turned into the office with the inspection sheet.
- c. Failure to return the inspection sheet when due, will be considered an agreement from the Tenant(s) that the apartment is in good condition.
- d. When this lease ends, Tenant(s) are responsible for all items needing repair, including all those not listed on the inspection sheet, or if items listed were repaired, and then damaged again by the tenants.

11. CHANGES TO THE LEASED PROPERTY

Tenant agrees not to change or redecorate the leased property without Landlord's written permission. This includes: the painting of any walls, doors, trim, floors, or ceilings, either interior or exterior; installing any wall covering material, changing any carpets, lighting, or fixtures; installation of ceiling fans, or any other objects which requires the nailing/drilling of holes in the ceilings, floors, walls, doors, or trim. Any Landlord approved changes made to the leased property belong to the Landlord, unless otherwise agreed to in writing.

12. INSURANCE and LIABILITY

- a. Landlord agrees to carry fire and liability insurance on the building. Tenant's personal property is not insured under Landlord's insurance policy, and Landlord assumes no responsibility for it.
- b. Landlord requires that Tenant(s) carry fire and liability insurance (otherwise known as 'Renter's Insurance') to protect Tenant(s), Tenant's personal property, and Tenant's guests and their property.
- c. If there is any loss by fire, theft, burglary, flood, injury, or any other means, Tenant agrees to relieve Landlord from any and all responsibility. Tenant(s) agrees to pay for whatever his or her own loss may be.
- d. Landlord, its agents, and/or the Management, is not responsible or liable for Tenant(s), Guarantors, or guests of Tenant(s), and/or any loss, theft, or damage to property of Tenant(s) or Tenant's guest's property, or for any injury to tenants, or their guests, for any reason, at any time. The Tenant(s), Guarantors, and their guests are there at their own risk.
- e. Landlord, its agents, and/or the Management is not responsible for any liability or injury to any person including Tenant(s) and Tenant's guests while at the leased property.

13. CARE AND USE OF THE LEASED PROPERTY

- a. Primary Residence: Tenant(s) agree to use the leased property as a private residence only and for Tenant and authorized occupants only. Only those named on the lease are permitted to occupy the apartment. If you plan to have guests in the apartment for any time longer than one week, you must notify the office and identify that/those person(s). Any person staying in the apartment for more than one (1) week will be considered a tenant and that person must be added to the lease and will be subject to the terms of the lease. Mail being sent to someone at the apartment constitutes occupancy. Failure to comply will be considered a violation of the lease and will be considered grounds for eviction.
- b. Use of Leased Property: Tenant(s) agree not to use the leased property for any unlawful or

hazardous purposes. Tenant(s) needs written permission from Landlord before using the leased property for any business or profession.

- c. Obey all laws: Tenant(s) agree to obey all government regulations, including all federal, local and state laws, along with any house rules, condominium, or home owner association rules as they apply.
- d. Keep safe and clean: Tenant(s) agrees to keep the lease property clean and safe against fire, pests, vermin, and water damage. Tenant(s) agree to remove trash, garbage, and other waste in a safe and prompt manner, and agrees to place garbage in the appropriate containers at the proper time and place. Tenant agrees to keep the place neat and clean at all times.
- e. Heating sources: **Tenants agree not to use any other heating source other than those provided in the leased property by the Landlord, without the written permission of the Landlord.** Tenants agree not to use electric space heaters, kerosene, propane, or any other type of portable heating source without the full written permission of the Landlord. Tenants agree to keep the temperature of the house or apartment they are renting at a minimum of sixty eight (68*) degrees or above at all times from September through May, or at any time when the possibility of freezing exists. Tenants will be responsible for maintaining heat in the apartment at all times. Tenants will be held responsible for all damages (including water pipes freezing and failures) due to lack of heat in the dwelling unit, or for Tenants using any unauthorized heating sources in the unit. Landlord, or Landlord's representative, may check the property at times of cold weather, and if Tenant fails to maintain heat as per the lease, either by lowering the thermostat temperature, or by turning off the heating source, tenant will be charged a minimum of \$50.00 for the service call.
- f. Tenants agree not to overload or overtax the electrical, gas, water or sewer systems in the building, and agree to be liable for damages for all such actions.
- g. **SMOKING IS NOT PERMITTED ON THE PREMISES.** If Tenant(s) or Tenant's guest(s) smoke in the Property, or if tenants burn candles in the apartment, or does, or causes anything else which produces smoke, or damages the walls, floors, doors, ceilings, or anything else in the apartment, Tenant(s) agrees to be responsible for all damages. For example, yellowed or blackened walls and ceilings will be repainted, carpets deodorized, discolored ceiling tiles changed, etc., all at Tenant's expense. There is a minimum charge of \$200.00 per room for repainting.
- h. Tenant(s) agrees to pay to open and/or repair all clogged drains, toilets, sinks, and traps caused by Tenant's actions. Tenant agrees to keep a toilet plunger and a sink "Zip It" to clear the toilet, shower, and sink drains if necessary. **FEMININE PRODUCTS CAUSE BLOCKAGE OF THE SEWER LINES AND CANNOT BE FLUSHED DOWN THE TOILET.** Please dispose of them properly by throwing them away. Flushing feminine products down the toilet WILL result in charges to the tenant. Minimum charge of \$35.00 will be assessed to unclog a toilet.
- i. TENANT agrees not to keep or use any chemical drain cleaners, in or on the property at any time. Use of such chemicals is harmful to the plumbing of the building and can result in serious damage to the plumbing regardless of what the product says. Tenant shall be liable for all repair work resulting in damages from Tenant's unauthorized use of these products. Please contact us if you have a drain or plumbing issue.
- j. TENANT will not drive nails, tacks, screws, tape, or apply any other fasteners into or on any of the walls, ceilings, floors, woodwork, or any other surface on the premises or allow same to be done without prior written consent of the Landlord, and in any case Tenant agrees to be responsible for any and all damages done, and agrees to pay Landlord for the repair.
- k. FIRE ESCAPES. The fire escapes are to be used only in the event of a fire. **They are not to be**

used by anyone entering or exiting from the apartments. Due to the fire hazard, NO ONE IS PERMITTED TO GRILL, OR PLACE A GRILL OUT ON THE FIRE ESCAPE, or on the property. No garbage or belongings are to be placed on the fire escape at any time. If you place garbage or your belongings on the fire escape, we will remove it, and you will be charged \$75.00 per incident. If you throw your garbage off the fire escape, you will be evicted immediately.

- l. **TRASH.** The garbage is picked up either once, twice, or three times a week. If the building has a roll off container, **you will be responsible for placing your trash into the appropriate container, and closing the lid. Closing the lid on a container is a law in the City of Pittsburgh. Failure to do this may result in a fine from the City itself.** If we are fined from the City because you failed to dispose of your garbage correctly, you agree to be responsible for the fine. If your building does not have a roll off container (i.e. dumpster), then the tenant will be responsible for placing their garbage in the appropriate container(s), and placing that container in the appropriate area for pick up on the date and time that the City designates. If you leave your garbage or other debris, outside of the container provided and we have to clean up after you, you will be charged a minimum of \$75.00 per occurrence.
- m. **CLEANING.** We endeavor to keep the interior and exterior of the property neat and clean. Please do your part by using the trash cans and picking up anything that you drop/see in the halls or outside the building. All trash and rubbish is to be placed in common waste disposal areas. Each unit, prior to occupancy, has been professionally cleaned as needed, including carpeting. At the end of the lease it is the Tenant's responsibility to thoroughly clean the unit, including the appliances, walls, ceilings, windows, lighting, floors and carpeting. Tenant will be sent a move out letter, which will act as a guide, detailing what must be done to the apartment prior to vacancy.
- n. **EXTERMINATING.** We exterminate only when we are notified that there is a need to do so, and for common pests only (roaches, rodents, bugs). In the event that such a need arises, please contact the office and we will make arrangements for someone to come and treat the building. **We do not treat for pests brought into the building by Tenant(s) or in Tenant's possessions, (bedbugs, fleas, lice, etc). If we have to treat for those items, Tenant agrees to pay for all additional costs.** Please do your part to help us by keeping your place clean and neat at all times and by not leaving food or trash in any areas that may attract pests.
- o. **COMMON AREAS. Smoking and drinking of alcoholic beverages is prohibited on the grounds of the property, in all common areas, hallways, laundry areas, entrances and exits of the building.** This applies to both the Tenants and their guests.
- p. **BICYCLES.** Bicycles may NOT be stored on the walkways, hallways, lawns, storage rooms, any common areas, or laundry room. Any damage caused by Tenant bicycles (including any damage to the hallways, banisters, railings, or common areas) will be charged to the Tenant.
- q. **MAINTENANCE.** Please contact the office if you have any maintenance that needs done in the apartment or building that you are in. All maintenance requests must be in writing, and sent via email, or faxed to our office. Please phone any emergency into our office at once, our phone number is: **(412)325-3904.**
- r. **DANGEROUS MATERIALS.** Tenant shall not keep on the premises any article or thing of a dangerous, inflammable, or explosive character that might increase the danger of a fire or explosion on the premises.

14. TENANT'S RESPONSIBILITIES

- a. No Noise: Tenants are responsible for the behavior of themselves, and for the conduct of all people, either living with, or visiting the Tenant(s). It is the Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors, other Tenants, or in any way damage, or endanger the property. **Pennsylvania law entitles all tenants to "peaceful and quiet enjoyment" of the premises.**
- b. Tenant(s) shall be responsible to report to Landlord all items needing maintenance, repair or service immediately by phone call, and then in writing, either by fax, email, or regular mail to the office address. Tenant agrees to advise Landlord of any known deficiencies immediately by phone, and follow up in writing if any of these or any other items that are not in working order. Tenant will be responsible for all damage caused by Tenant's negligence or intentional acts.
- c. Locks: Tenant(s) agree(s) not to change locks or put additional locks on doors. Landlord may remove any locks put on by Tenant(s) without Tenant(s) permission. Tenant will pay the cost of the new locks if permitted or the removal of these locks if not permitted, and the repair of all damages caused by the tenant.
- d. Phone Numbers and email addresses: **Tenant(s) agrees to provide Landlord with all current home, work, and/or cellular phone numbers, and current email addresses, and agrees to promptly notify Landlord of any changes in these numbers.** It is important to furnish us with your most current email address, because we periodically send out important notices, newsletters, and renewal notices via email.
- e. Tenant(s) agrees to keep the apartment or house they are renting clean and neat at all times. Tenant(s) agrees to be liable for all loss of rent as a result of the tenant(s) not keeping the place clean. (For example, if you keep the place filthy, and we are not able to rent it because of the condition that you are keeping the apartment, you agree to be liable for all lost rent).

15. LANDLORD'S RESPONSIBILITIES

- a. Government Regulations: Landlord agrees to keep the property and common areas clean and repaired as required by law or government regulation.
- b. Good Repair: Landlord agrees to keep in working order the main electrical, main plumbing, roof, heating and air conditioning systems* (*see Section 17 d.).

16. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

- a. Tenant agrees to permit Landlord to place a sign for sale, rent or information on or near the Property.
- b. Landlord, or a person chosen by the Landlord, has the right to inspect, make repairs or show the leased property to others for lease or sale. Landlord may also put a Lock Box on the property for the purpose of lease or sale.
- c. Landlord, or person chosen by the Landlord, has the right to enter the leased property without notice to show the property and/or inspect the property, during normal business hours, (8 am to 8 pm), or to repair the property anytime in the event of an emergency, request, or normal repair or maintenance. Tenant gives Landlord, or person chosen by Landlord, permission to use his/her own key to enter the property if Tenant is unavailable or uncooperative. Tenant agrees to allow Landlord or Landlord's representative to enter the leased property whenever necessary to perform inspections, maintenance, or repair damage caused by fire, flooding, frozen pipes, or any other mishap.

17. DAMAGE TO LEASED PROPERTY

- a. If a fire or other mishap damages the lease property, Tenant may continue to occupy the livable part. This must be permitted by local codes and law. If Tenant remains, the rent is paid according to the percentage of the amount of area that is livable until the damage is repaired.
- b. If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Landlord will collect money due by tenant, and then return their security deposit (minus any applicable deductions) for the period after the fire or mishap. Once the lease has ended, Landlord is not responsible for finding replacement housing for Tenant.
- c. Any fire or other mishap caused by Tenant, or their guests, is Tenant's full responsibility. This includes the payment of rent, the cost of repair of all damages, and all other terms and conditions of this lease.
- d. Tenant is responsible for all damage caused by windows or doors being left open, or unlocked. Any windows and screens broken or doors damaged by anyone are Tenant's responsibility.
- e. Tenant agrees not to hold Landlord, its agents, or Management responsible for any damage's or injury caused by water, snow, or ice that comes on or in the property, for any reason, at any time.

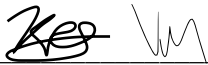
18. REPAIRS

- a. Tenant agrees to immediately tell Landlord, by phone, of any known dangerous or defective condition on the Property and in the leased property. If Tenant fails to do so, Tenant may be responsible for any additional damage, or any injury or mishap caused by dangerous conditions.
- b. Tenant and/or Guarantors agree to pay the total cost of any repair that is above normal wear and tear and caused by Tenant or Tenant's guests. Landlord will repair damage caused by Tenant or Tenant's guests, and Tenant agrees to pay for these damages, at that time. Tenants, Guarantors, or workers hired by them are NOT permitted to perform work on the apartment or building.
- c. Landlord may pay to have the repair completed. Tenant(s) will pay for the repair with the following months rent payment, or as requested by the Landlord.
- d. **Tenant(s) agree to furnish and change filters on the furnace every month.** If Tenants fail to change the furnace filters, Tenant(s) agree to pay for all expenses to clean and repair the furnace, including the service call charge. Tenant(s) may contact our office for guidance regarding the proper replacement of the furnace filter for their unit.
- e. Landlord is not responsible for any inconvenience or loss that any needed or requested repair might cause.

19. LEAD BASED PAINT NOTICE

- a. The Federal Environmental Protection Agency requires all Landlords who wish to rent property built before 1978 to give Tenants a Lead Based Paint Pamphlet. This pamphlet explains that young children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the possible physical and mental damages to young children from lead paint and/or lead hazards. Tenants can view this document from the government's website at www.epa.gov/lead/pubs/leadpdf.pdf.
- b. Landlord is required to tell Tenant if Landlord has any knowledge of the presence of lead based paint or lead paint hazards in the property. If there is any lead based paint or lead paint in the property, Landlord has provided Tenant with all available records and reports.

- c. Tenant further acknowledges having read the Lead Based Paint Pamphlet and has received the disclosure form before signing this lease. :

d.  (Tenant Initials).

20. WATERBEDS

- a. Waterbeds and water furniture are **not** allowed unless Landlord agrees to it in writing.
- b. If allowed, Tenant must sign a Waterbed Agreement and show proof of an insurance policy naming Landlord as an additional insured or beneficiary.

21. SMOKE DETECTORS

- a. Landlord has supplied working smoke detector(s) in the leased property. Tenant is responsible for smoke detector operation. Tenant agrees to replace the smoke detector batteries "as needed." Tenant agrees to tell Landlord immediately by phone, and follow up in writing by fax, email or mail, if any smoke detector(s) fail to work for any reason other than the battery.
- b. Tenant agrees not to disconnect any smoke detectors, remove the batteries, or in any way disable the smoke detectors, or allow anyone else to do the same. Tenant is responsible for any injuries, damages, or loss suffered because of someone other than Landlord disconnecting a smoke detector for any reason.

22. PARKING

- a. At some locations, off street parking spaces may be available for rent. All parking spaces are rented on a first come basis. **IF YOU ACCEPT A PARKING SPACE, YOU AGREE TO BE LIABLE FOR THAT SPACE FOR THE ENTIRE TERM OF YOUR LEASE.** Tenant agrees to be responsible for maintaining said parking space (i.e. snow removal, cleaning, etc.) Landlord assumes no liability for injury, theft or damages to Tenant(s), or Guest(s), or to their vehicle or contents while parked on the property for any reason, at any time. **YOU ARE PARKING AT YOUR OWN RISK.** Any vehicle found in a rented parking space without permission will be charged for the monthly fee and removed and charged all towing and expenses. If you have been assigned a numbered parking space, tenants are not permitted to park anywhere other than the space that has been assigned to you. Violators will be towed away at their own expense. The monthly parking fee is \$_75.00_____. If the parking fee is not received with your rent, you risk the forfeiture of that space and your monthly rental discount.
- b. Tenant agrees not to park or store a motor home, camper, trailer, boat, boat trailer, motorcycle, old cars, or any other vehicles, or trailers, on the property without the written permission of Landlord. Repainting, repairing, or servicing of any vehicle is not permitted anywhere on the property.

23. PETS ARE NOT ALLOWED ON THE PREMISES (Service animals are accepted.)

Tenant agrees to not have any pets or animals on the leased property without the written permission of the Landlord. If Landlord discovers Tenant has an animal on the leased property, without Landlord's permission, Landlord has the sole option to:

1. Terminate the lease and recover all damages due under the lease terms.
2. Start a new lease with increases to the security deposit and rent beginning immediately; and/or, modify the existing lease.
3. Charge the tenant a non-refundable pet deposit in the amount of \$200.00 per pet, along with an additional fee of \$50.00 per month for each pet, for the entire term of the lease.
4. Remove any animal found on the leased property that is not approved by the Landlord to an animal shelter or other such location at Tenant's expense. Tenant agrees to pay Landlord for any and all damages or liabilities caused by the animal.

24. TENANT MAY NOT TRANSFER OR SUBLEASE

A sublease is a separate lease between Tenant and another person who agrees to lease all or part of the leased property. **Tenant agrees not to transfer, sublease, or allow anyone else to occupy the leased property without Landlord's written permission.** Any new Tenant must first meet Landlord's approval before being accepted as a new Tenant. If Landlord agrees to the sublet, or allows the Tenant to reassign the apartment to another Tenant during the term of this lease, Tenant agrees to pay to Landlord a turnover fee of one full month's rent (non-discounted) as a fee for the sublease and/or transfer, and complete the necessary paperwork, as required by the Landlord/Rental Agency.

25. NO JURY TRIAL

Landlord and Tenant agree to give up their right to a trial by jury. This is for any civil action or any other action brought by either Landlord or Tenant against the other.

26. SERVICE OF PROCESS. Each Tenant and Guarantor listed on this lease grants the authority to receive or give notice on behalf of all other Tenants and Guarantors listed on the lease.

27. SALE OF PROPERTY

If Landlord sells the Property, all leases and security deposits will be transferred to the new owner. In the event of a sale, Landlord agrees to notify the Tenant about the sale and to provide the name and address of the new Landlord to the tenant. The new Landlord would then be responsible to the Tenant for the return of their security deposit after their lease ended. Tenant understands that the present Landlord will not have any more responsibilities in this lease if this property is sold to a new owner.

28. TRUTHFUL APPLICATION

If Landlord learns that the Tenant was not truthful on the rental application, Landlord may end this lease immediately.

29. LAWN CARE AND SNOW REMOVAL

- a. Tenant is responsible for lawn care _____ and/or snow removal _____.
Tenant is not responsible for lawn care X and/or snow removal X .
- b. If Tenant is responsible and does not maintain these two areas in a satisfactory condition, Landlord may complete the work, and this expense becomes additional rent to the Tenant.

30. ILLEGAL ACTIVITY

- a. At Landlord's option, this lease may be terminated and the tenants and guarantors sued for the balance of the lease due, if Tenant or Tenant's guests are found by anyone storing, using, selling, manufacturing, or distributing illegal drugs. This also applies to any other illegal activity under State and Federal law.
- b. **We do not allow Tenant's or their guests on the roof of the building. ANYONE TRESPASSING ON THE ROOF SHALL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW, and will be evicted immediately. You will be held responsible for all damages, and you will also be subject to criminal prosecution for trespass. DO NOT GO ONTO THE ROOF OF THE BUILDING FOR ANY REASON. For everyone's safety, please notify us immediately if you see anyone going onto the roof of the building, or in any way damaging, or vandalizing the property.**

31. NOTICES

- a. Landlord agrees to send all notices to Tenant in writing by e-mail, or regular mail, certified mail, or deliver in person. If Tenant is not home, Landlord or Landlord's representative will place the notice on the leased property in an easy to see location.

- b. Tenant agrees to send all notices to Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given. Any emergency should be phoned into the office at once to (412)325-3904.

32. LANDLORD DOES NOT GIVE UP RIGHTS

If Landlord fails to enforce any clauses in this lease, Landlord may enforce these clauses at a later time without penalty.

33. SURVIVAL

If any clauses in this lease are considered against the law, all other clauses that are legal shall not be affected.

34. RENEWING LEASE

- a. Landlord will notify tenant in writing about renewing the lease **at least 90 days prior to the ending date of the lease**. We begin our rental season in January, and all renewal notices are mailed out prior to that time. The terms and conditions of your lease may be changed at that time. Tenant will have ten (10) days from the date of receiving the notice and must respond in writing as to their decision to renew or not renew their lease. . If Tenant does not give the required notice within the ten (10) day period, Landlord may rent the apartment to another party.
- b. Landlord may elect to not renew your lease and will notify you in writing at least 90 days prior to the end of your lease.

35. NOTICE TO END LEASE

Tenant may end this lease at the end of the lease term only. Tenant agrees to notify the Landlord in writing within ten days of their renewal notice if their decision is to move at the end of the lease term.

36. TENANT BREAKS LEASE

- a. Tenant loses the protection provided in this lease if:
 - 1. Rent or other charges are not paid in full when due;
 - 2. The leased property is emptied or abandoned before the end of the lease, with or without written notice to the Landlord. If any of Tenant's possessions or furniture is abandoned in the unit, or on the property, Tenants give permission to the Landlord to remove all items and dispose of all items at Tenant's expense;
 - 3. Tenant violates the lease, or if all the terms and conditions of this lease are not followed;
 - 4. Tenant does not leave at the end of the lease period. Tenant agrees to pay Landlord a fee of one hundred and fifty (\$150.00) dollars per day, or any portion thereof, if Tenant does not leave the leased property at the time and date of the end of the lease.

37. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)

No notice will be required to be given by Landlord to Tenant to leave and give up the leased property. Tenant will be asked to leave the leased property without notice under any of the following conditions:

- 1. Tenant does not leave the property at the end of the lease term.
- 2. Tenant breaks any of the terms and conditions of the lease.
- 3. Tenant fails, upon demand, to make all rent and other payments in full when due.

38. LANDLORD'S RIGHTS

If tenant violates this lease, Landlord has the right to:

- 1. End this lease agreement, if tenant fails to uphold to the terms of the lease.
- 2. Recover possession of the leased property, either voluntarily or through the Court.
- 3. Hire an attorney to start a court eviction action. Tenant agrees to pay Landlord all attorney's fees and court costs.
- 4. Start eviction action with or without an attorney.

5. Recover rent and other charges due until the end of this lease even if this lease has not ended.
6. In the event that Landlord has to initiate collection procedures, Tenant agrees to pay all collection costs involved. Tenants and Guarantors agree to pay Landlord the additional sum of 45% of any outstanding balance due as collection costs, including if Landlord takes Tenant to court for any reason, or if Landlord has to turn Tenants or Guarantors over to any collection agency for failure to pay when due, or if Tenant(s) or Guarantors fail to pay any outstanding balance owed to Landlord, when due. All uncollected money due will accrue interest at the rate of 21% annually, or the maximum rate allowed by Law.

39. TENANT MOVES BEFORE END OF LEASE

- a. If Tenant wants to end this lease and move out of the leased property before the ending date, and Landlord agrees to do so, Tenant must do the following:
 1. Tenant will not be allowed to move out of the leased property early under any circumstances during the months of November through February.
 2. Tenant must give Landlord a written notice of their need to move.
 3. Tenant agrees to continue to pay Landlord all rent and any other fees or costs when due, until such time as the leased unit is rented to another party or the lease terminates. Tenant further agrees to keep all utilities on and paid when due, including maintaining the heat in the unit, until the new tenant takes possession, or the lease terminates. Landlord will not be responsible if the unit fails to rent.
 4. Tenant will also pay Landlord a fee equal to one full month's rent (non-discounted) as a leasing fee. This fee will be paid when Tenant initially gives Landlord written notice that tenant wants to move.
 5. Tenant will pay all rent, utilities, advertising, damages, cleaning and any other charges until new tenant moves into the property or the original lease expires.
 6. Any prepaid rent or other payments made in advance by Tenant(s) will be forfeited by Tenant(s) ending the lease prior to the end of the rental term.

40. WHAT TENANT OWES LANDLORD IF TENANT BREAKS LEASE

- a. If the lease is broken by the Tenant(s), the Tenant agrees to pay to the Landlord:
 1. All rent, utilities, leasing fees, and any other charges allowed by this lease; the entire balance then due on this lease shall immediately become payable in full;
 2. All legal fees, attorneys fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storing cost, advertising costs, and any other expenses that Landlord has to pay;
 3. The cost of cleaning, repairing and/or replacing any damage to the leased property caused by the Tenant;
 4. Any costs that Landlord suffers as a result of Tenant breaking the lease.

41. SECURITY DEPOSITS

- a. **Tenant cannot use the security deposit as payment for any month's rent including the last month's rent for any reason whatsoever.**
- b. Landlord can use money from the security deposit at any time to pay for Tenants' costs. These costs may include unpaid rent and damages caused by Tenant or Tenant's guests, utility bill adjustments, legal costs, or any other costs due.
- c. If Landlord uses Tenant's security deposit to pay for rent or any other costs due, Tenant must repay this amount within ten (10) days notice.

42. RETURN OF SECURITY DEPOSIT

- a. The return of Tenant's security deposit is **subject to the following conditions:**
 1. Tenants and/or Guarantors have not violated any of the terms or conditions of this lease agreement.
 2. Full term of the lease has ended.
 3. **Landlord has received a written forwarding address and phone number from each**

Tenant before moving. You are obligated by PA law to furnish us with your new forwarding address. We do not accept forwarding addresses verbally.

4. All rent, parking, water and sewage payments, and any other fees are paid in full. Using the security deposit to cover the last month's rent, or any month's rent, is not allowed under any conditions.
5. All keys including any copies made by the tenant and other items Landlord provided must be returned. All keys (both copies and originals) become property of the Landlord.
6. No damage to the property has occurred beyond normal wear and tear.
7. All personal property has been removed from the premises; you may **not** leave your furniture or debris in the area for garbage collection. If you leave furniture or debris behind anywhere on the premises you will be charged for its removal, disposal, and clean up. All belongings left by Tenant become Landlords property to remove or keep as abandoned property. Tenant agrees to be liable for the cost of disposal of any debris left behind or at the dumpsters. **PLEASE DO NOT LEAVE YOUR FURNITURE BEHIND OR AT THE DUMPSTERS, YOU WILL BE CHARGED FROM US TO HAVE YOUR BELONGINGS CLEANED UP AND HAULED AWAY.**
8. The entire leased property has been thoroughly cleaned including all appliances.
9. Light fixtures cleaned and light bulbs replaced where needed.
10. Holes or damage to walls or ceilings, scratches in woodwork, holes or damage to flooring whether carpeting, tile or wood, or any other damages, will be repaired by Landlord, and charged to tenant. **Tenants are NOT permitted to make any repairs, or hire anyone else, to make repairs on the units. This includes any patching or painting.**
11. There are no unpaid late charges, rent, water, parking, or other fees remaining due.
12. All utility bills have been paid in full and written proof given to Landlord.
13. All carpets must be professionally cleaned and shampooed with receipt given to Landlord. **(WE HIGHLY RECOMMEND KEMPER CARPET AT 412-835-2202).** Any damage to the carpet will be paid by the tenants. The current minimum we charge to replace carpet is \$16.50 per square yard.
14. All balances still due fifteen (15) days after notification will be subject to a collection fee of 45% of the balance then due. After thirty (30) days, all unpaid balances will accrue interest at the rate of 21% annually, or the maximum rate allowed by Law.

43. PARTIES AND LARGE GATHERINGS

Management does not allow premises to be used for any other reason than for residence only. It must be clearly understood that parties and large gatherings are not acceptable and will NOT be tolerated. Excessive noise or excessive numbers of guests will constitute a default under the terms of this lease. Failure to adhere to this rule WILL RESULT IN YOUR BEING EVICTED and you will be charged for all damages and costs. Tenant(s) or tenant's guests are not allowed to engage in social gatherings in the common areas of the building. Beer kegs and large quantities of alcohol are not allowed anywhere on the premises, including in the units themselves. There will be a \$500 fine, per keg, imposed on anyone, or any group of tenants, found bringing a beer keg onto the premises. Smoking is absolutely NOT allowed anywhere in the buildings, the common areas, or on the property, Period. Please notify our office immediately if you witness any parties or large gatherings.

44. ADDITIONAL PROVISIONS.

- a. **KEYS.** We will provide at least one set of keys to the apartment and one set to the front door of the building. Any lost keys are your responsibility and replacement keys will be charged to you at the cost of \$6.00 per key. Also, as per your lease, if any keys are not returned to us (including any copies that you may have made) when you move out, you will be charged a minimum of \$95.00 to change the locks. In the event that you lock yourself out, during normal business hours, we will send someone over to open your door for you and you will be charged \$50.00 for this service. In the event it is after hours the same service will cost you \$100.00, which we may or may not be able to supply. You may then have to call a lock smith to open your door. In that event, you cannot alter the lock, change the key, or change the lock, unless the lock is ruined and

then you will have to replace the lock with one of equal quality. If the lock is master keyed, we will change the lock to a new one, and you will be charged for the replacement. If we have to replace your mailbox lock, there is a \$35.00 fee.

- b. **CHARGES FOR REPAIR AND CLEANING WORK.** Tenant agrees to be liable for all damages done to the property, and for all cleaning work needed after the tenant vacates. This lease includes our "SETTLEMENT CHARGES GUIDE", as listed on page 14 of 15, which details and itemizes what the costs will be to the tenant for common cleaning, repair and replacement costs. Additional cleaning costs will be billed at a **minimum** cost of \$25.00 per laborer, per hour. Specialized labor and repair will be at cost plus 20%.

45. ADDITIONAL PROVISIONS BETWEEN TENANT AND LANDLORD:

All "ADDITIONAL PROVISIONS BETWEEN LANDLORD AND TENANT" must be initialed by both the Tenants and a representative of Kerpec Management L.L.C.

46. JOINT AND SEVERAL LIABILITIES

If more than one Tenant or Guarantor signs this lease, each is responsible individually and/or together for all obligations under the terms of this lease. This means that if one Tenant moves out, Landlord can make all Tenants, or just one Tenant, responsible to pay the full rent. It also means that Landlord can sue any one Tenant or all Tenants for breaking the lease and any and all Guarantors for the lease.

47. REPORTING OF PAST RENT OWED

Tenant's and Guarantor's, are aware that Landlord may report any past rent, damages, utilities, or other costs owed by Tenant's or Guarantor's to a credit reporting agency. Tenant's and Guarantor's both understand this reporting could affect Tenant's and Guarantor's ability to obtain credit or future housing.

48. ADDITIONAL SIGNERS TO THE LEASE

All signers of this lease are responsible for all financial obligations under the terms of this lease. This includes but is not limited to, rent, late fees, damages, cleaning, and any other costs, fees, or obligations due under the terms of the lease.

SETTLEMENT CHARGES GUIDE

Below is a partial list of the **minimum** charges of assorted items or jobs that may sometimes be required after a residence is vacated. All charges are including labor and any parts or materials required. Tenants are not responsible for normal wear and tear, although excessive wear and tear, neglect, or damages may incur charges.

CLEANING			
Clean refrigerator	50.00	Replace light fixture (each) minimum	55.00
Clean stovetop	30.00	Replace light bulbs (each)	4.00
Clean oven	50.00	DOORS	
Clean stove hood	35.00	Repair hole in hollow core door	85.00
Clean kitchen cabinets	55.00	Repair forced door damage minimum	145.00
Clean kitchen floor	50.00	Replace door (inside)	155.00
Clean tub/shower and surround (each)	50.00	Replace door (outside, or entrance) min	385.00
Clean toilet and sink (per bath)	20.00	Replace closet mirrored doors	185.00
Clean bathroom cabinets	25.00	Replace sliding glass door	475.00
Clean bathroom floor	30.00	Replace sliding door screen	55.00
Clean carpets (per room)	75.00	WINDOWS & TREATMENTS	
Replace carpeting (per Square Yard)	16.50	Replace window pane, per pane	145.00
Vacuum throughout dwelling	40.00	Per section, if fireproof	275.00
Window cleaning (per window)	11.00	Replace entire window	495.00
Clean fireplace	35.00	Replace screen (each)	95.00
Remove junk and debris	250.00	Replace window locks/keepers (each)	20.00
Clean walls/baseboards (each)	25.00	LOCKS	
GENERAL REPAIRS		Replace key	6.00
Replace refrigerator	695.00	Replace door lock (interior)	57.00
Replace stove	695.00	Replace mailbox lock	35.00
Replace dishwasher	595.00	Replace front door lock (exterior)	95.00
Replace range hood	185.00	FLOORING	
Replace broiler	95.00	Remove carpet stains	80.00
Replace refrigerator shelf	85.00	Deodorize carpet	80.00
Replace stove/oven knob (each)	16.00	Repair carpet	150.00
Repair ceramic tile, minimum	150.00	Repair hardwood floor (per damage)	95.00
Replace countertop	275.00	Refinish hardwood floor	380.00
Replace kit/bath cabinet knobs (each)	15.00	<i>(Up to 150 sq.ft, prorated by area for larger floors)</i>	
Replace mirror	65.00	Repair linoleum	85.00
Replace medicine cabinet	195.00	Replace linoleum	385.00
Replace towel bar	45.00	Replace floor tile	75.00
Replace tub/shower enclosure	595.00	Replace ceramic tile, min 150.00, then 8.00 sq/ft	
Replace Tub	695.00	PLUMBING	
Re-grout bath/shower tiles	265.00	Replace kitchen faucet	165.00
Replace thermostat	95.00	Replace bathroom faucet	95.00
Replace fire extinguisher	65.00	Replace shower head	35.00
Replace doorbell unit	50.00	Replace toilet tank lid	95.00
Replace bathroom sink	155.00	Replace toilet seat	30.00
Replace bathroom sink cabinet	145.00	Replace toilet	265.00
Remove mildew and treat surface	95.00	Replace shower doors	185.00
Cover crayon/pen/marker/scuffmarks	55.00	Replace garbage disposer	155.00
Repair hole in wall (min charge)	55.00	Snake Toilet	55.00
Repaint (per wall/ceiling)	50.00	Snake Bathtub	45.00
<i>(Minimum charge 200.00 per room, up to 10 x12 ft)</i>		Clear sewer line, minimum charge	95.00
		Service neglected HVAC system	165.00

49. TENANT(S) AGREES LANDLORD GAVE TENANT(S) TIME TO REVIEW THIS LEASE. IF THE LEASE TERMS ARE NOT UNDERSTOOD, TENANTS ARE ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS LEASE WITH ANY ADDED CLAUSES, OR HOUSE RULES. THIS IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT(S). ANY ORAL OR WRITTEN AGREEMENTS MADE BEFORE SIGNING THIS LEASE WHICH ARE NOT INCLUDED IN THE LEASE ARE NOT PART OF THIS LEASE.

50. GUARANTORS. BY SIGNING IN THE GUARANTORS SPACE BELOW YOU AGREE TO THE FOLLOWING: THAT YOU HAVE NO INTENTION OF OCCUPYING THE DWELLING REFERRED TO IN THIS LEASE AGREEMENT. YOU HAVE READ AND UNDERSTAND THE LEASE AGREEMENT. YOU PROMISE TO GUARANTEE THE TENANTS COMPLIANCE WITH THE FINANCIAL OBLIGATIONS OF THIS AGREEMENT, AND THAT YOU UNDERSTAND THAT YOU MAY BE REQUIRED TO PAY FOR RENT, CLEANING CHARGES, REPAIRS, AND/OR DAMAGES IN SUCH AMOUNTS AS ARE INCURRED BY THE TENANTS UNDER THE TERMS OF THIS LEASE. YOU ALSO UNDERSTAND THAT THIS CO-SIGNER AGREEMENT WILL REMAIN IN EFFECT THROUGHOUT THE TERM OF THIS LEASE, EVEN IF THIS LEASE IS RENEWED, EXTENDED, AND/OR CHANGED IN ITS TERMS.

51. RETURN OF LEASE. Tenants have until 5 P.M. on 12/16/2018 to return this lease with all signatures, applications, application fees and the balance of the security deposit due. Failure to do so may result in this lease being invalid. If you do not agree to take the apartment, you must cancel the lease in writing, by the date and time listed above or you will forfeit your security deposit, and/or any prepaid rent. Application fees are nonrefundable.

52. THIS LEASE IS SUBJECT TO A SATISFACTORY CREDIT REPORT.

 _____ TENANT	_____ GUARANTOR
 _____ TENANT	_____ GUARANTOR
_____ TENANT	_____ GUARANTOR
_____ TENANT	_____ GUARANTOR
_____ TENANT	_____ GUARANTOR

Agent for Kerpec Management L.L.C. _____ DATE _____

3/30/18

KERPEC MANAGEMENT L.L.C.

3401 FORBES AVE.

PITTSBURGH, PA 1513

Phone #: 412-325-3900 (or) 412-325-3904;

Fax #: 412-325-3923 (or) 412-325-3924

E-Mail us at kerpec@kerpecmgt.com