

## **APARTMENT LEASE CONTRACT**



Date of Lease Contract: **August 20, 2019**  
(when the Lease Contract is filled out)

***This is a binding document. Read carefully before signing.***

## Moving In — General Information

- 1. PARTIES.** This Lease Contract is between *you* the resident(s) (*list all people signing the Lease Contract*):

Ying Wang, Peng Cheng Zhang

converts to a month to month lease, we may increase your rent to the market rate, provided we give at least thirty days notice of such increase.

**Philadelphia Only -** If the number of days isn't filled in, at least 60 days notice is required on all leases for one year or more and at least 30 days notice is required for all leases of less than one year.

- 5. SECURITY DEPOSIT.** The total security deposit for all residents is \$ 0.00, due on or before the date this Lease Contract is signed. This amount [check one]:  does or  does not include an animal deposit.

- 6. KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s), and 2 other access devices for gate & bldg                   . Your apartment will be [check one]:  furnished or  unfurnished.

- 7. RENT AND CHARGES.** You will pay \$ 1665.00 per month for rent, payable in advance and without demand:

at the on-site manager's office, or

at \_\_\_\_\_

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Prorated rent of \$ 999.00 is due for the remainder of  
[check one]:  1st month or  2nd month, on  
September 12, 2010

September 13, 2019

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month, you'll pay an initial late charge of \$ 166.50 plus a late charge of \$ 0.00 per day after that date until paid in full.

Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ **50.00** for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute additional rent under this Lease Contract.

- 8. UTILITIES.** We'll pay for the following items, if checked:

  - water       wastewater       gas       masterantenna
  - electricity       cable TV       trash
  - other

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may only be used for normal household purposes and must not be wasted.

If your electricity is ever interrupted, you must use only battery-powered lighting. If your utility charges are determined by an individual utility meter or an alternative formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

- 4. LEASE TERM.** The initial term of the Lease Contract begins on the 13th day of September, 2019, and ends at 11:59 pm the 12th day of October, 2020.

**Renewal.** This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required in this Lease Contract. *If the number of days isn't filled in, at least 30 days notice is required.* In the event your tenancy

**9. INSURANCE.** We do 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/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]*  required to purchase personal liability insurance  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy,

including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

**10. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

## Special Provisions and "What If" Clauses

**11. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract. These "Special Provisions" will override any sections of this lease in conflict with the Special Provisions.

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See any additional special provisions.

**12. EARLY MOVE-OUT.** You'll be liable to us for a re-renting charge of \$ 1665.00 (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give written move-out notice as required in this Lease Contract; or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

*The re-renting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.*

**Not a Release.** The re-renting charge is not a Lease Contract cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees.

You agree that the re-renting charge is a reasonable estimate of such damages and that the charge is due whether or not our re-renting attempts succeed. If no amount is written in this lease contract, you must pay our actual re-renting costs so far as they can be determined. The re-renting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**13. DAMAGES AND REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

We may require payment at any time, including advance payment of repairs for which you're liable. We have not waived our right to collect these payments from you if there is a delay in our demanding payment from you. These damages and charges are considered additional rent and payment is considered a condition of this Lease Contract.

**14. PROPERTY LEFT IN APARTMENT.** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

In accordance with Section 505.1(b) of the Pennsylvania Landlord and Tenant Act, upon your relinquishment of possession of real property, a tenant shall remove all personal property from the leased or formerly leased premises.

**15. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, re-renting charges, attorney's fees, court costs, and other lawful charges.

**16. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed in this Lease Contract. If before the advance notice period referred to in this Lease Contract, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes within 30 days after receiving notice of rent increases or Lease Contract changes.

The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice as required in this Lease Contract.

**17. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) reduction of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid.

Rent reduction or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. If we give written notice to any of you when or after the initial term as set forth in this Lease Contract—and the notice states that occupancy has been delayed because of

construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

In the event the Lease Contract is terminated under this paragraph, and you were not at fault for the delay in occupancy,

you will receive a refund of all money paid, including application fees.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

### While You're Living in the Apartment

**19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts.

**20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs.

Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community, to the extent permitted by Pennsylvania statutes, guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area to the extent permitted by Pennsylvania statutes, a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

**21. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver; or otherwise possessing a controlled substance or drug paraphernalia.

You and your occupants or guests may also not engage in the following activities: disrupting our business operations; manufacturing, delivering, possessing with intent to deliver; or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. Compliance with this paragraph is a condition of this Lease Contract.

**22. SMOKING POLICY DISCLOSURE.** Smoking of any illegal substance is prohibited anywhere on the property. For purposes of this paragraph “smoking” includes but is not limited to pipe smoking, cigarette smoking, and cigar smoking. Our smoking policy is checked below.

Smoking of tobacco or any other legal substance is not allowed anywhere in the common areas, in any building, or in apartment or balcony. See No Smoking Addendum for further details.

Smoking of tobacco or any other legal substance is allowed in the following checked areas only:

All apartments

Apartments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Balconies. See No Smoking Addendum for further details.

Common areas. See No Smoking Addendum for further details.

**23. PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed by following applicable state law procedures. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**24. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, or Pennsylvania law, you won't be released from your tenancy for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**25. MILITARY PERSONNEL CLAUSE.** You may terminate your tenancy if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate your tenancy if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard serving on full-time duty or as a civil service technician with a National Guard Unit; and
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, (iii) are relieved or released from active duty, or (iv) have received orders for mandatory housing assignment to government-supplied quarters resulting in forfeiture of basic allowance for housing.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after receipt of this notice. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order.

After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household.

A co-resident who is not your spouse or dependent cannot terminate under this military clause. You represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends.

Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

## **26. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

**Smoke and Carbon Monoxide Detectors.** We'll furnish smoke and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and pay for and replace batteries as needed, unless the law provides otherwise. You must test automatic fire alarms at the beginning of your lease term and monthly thereafter. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke or carbon monoxide detector malfunctions to us.

Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke or carbon monoxide detectors or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke or carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice.

During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

## **27. CONDITION OF THE PREMISES AND ALTERATIONS.**

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties except those required by Pennsylvania statutes. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise.

No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke or Carbon Monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices.

When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

## **28. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—it must be submitted through either the online tenant/maintenance portal, or signed and in writing and delivered to our designated representative. (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety.

We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part unless authorized under Pennsylvania law.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time

by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**29. ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.*

If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing.

Initial and daily animal-violation charges and animal removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures described in this Lease Contract.

**30. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or Carbon Monoxide detectors batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; or for stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

**31. MULTIPLE RESIDENTS OR OCCUPANTS.** You are individually responsible for all Lease Contract obligations. You are also responsible for all other residents' Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

## Replacements

**32. REPLACEMENTS AND SUBLetting.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed *only when we expressly consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a re-renting charge *will not* be due;
- (2) an administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

**33. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean,
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute by following this procedure:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days; and
- (d) if repair hasn't been made within 7 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

**34. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations:

- (1) you don't pay rent or other amounts that you owe when due;
- (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;
- (3) you abandon the apartment;
- (4) you give incorrect or false answers in a rental application;
- (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute;
- (6) any illegal drugs or paraphernalia are found in your apartment;
- (7) you or any guest or occupant engages in any of the prohibited conduct described in this Lease Contract; or
- (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Compliance with the terms of this paragraph is a condition of this Lease Contract.

**Eviction.** Termination of your possession rights or subsequent re-renting doesn't release you from liability for future rent or other Lease Contract obligations. After filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

However, we will accept past-due rent and costs at any time prior to eviction being completed as required by Pennsylvania statutes.

**WAIVER OF NOTICE:** If the Landlord desires to start a Court action to recover possession for nonpayment of rent or for any other reason, the Tenant specifically waives any notice period contained in Section 501 of the Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.101 et seq., or any other notice period established by law. **THEREFORE, THE LANDLORD MAY FILE SUIT AGAINST THE TENANT WITHOUT NOTICE IF THE TENANT BREACHES THIS LEASE AGREEMENT, AND TENANT AGREES THAT NO NOTICE IS REQUIRED.**

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then:

- (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand;
- (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice;
- (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and
- (4) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** If your rent is delinquent and we give you prior written notice, we may terminate electricity that we've furnished at our expense, by following applicable Pennsylvania law, unless governmental regulations on submetering or utility proration provide otherwise. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in this Lease Contract, in addition to other sums due.

Upon your default, we have all other legal remedies, including termination of your tenancy. In a lawsuit under this contract, we may recover from you attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, you'll be subject to any reletting charge described in this Lease Contract and all other remedies. We'll exercise customary diligence to re-rent and minimize the amount you owe us. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

## General Clauses

**35. MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.*

No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights, isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

If we exercise one legal right against you, we still have all other legal rights available in any legal proceeding against you. Insurance subrogation is waived by all parties. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners.

Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

All Lease Contract obligations must be performed in the county where the apartment is located.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes

and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

**WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

**Consent to Solicitation.** You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any method for any reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**Obligation to Vacate.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Contract, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. Section 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Tenants with concerns on this issue are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).

**FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**38. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by this Lease Contract. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. Unless you are permitted to terminate your tenancy under the terms of this Lease Contract, you will still be liable for the entire Lease Contract term if you move out early. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of the Lease Contract, even if you move by the last date in the lease term, you will be responsible for an additional month's rent and any other sums due. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for an additional month's rent and any other sums due.

**39. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in re-renting charges. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out.

All residents, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**40. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**41. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**42. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke or Carbon Monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key.

You'll also be liable for the following charges, if applicable: unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed re-renting charges; packing, removing, or

**36. PAYMENTS.** You are required to pay rent whether or not we fulfill our lease obligations under this contract. At our option and without notice, we may apply money received (other than sale proceeds under this Lease Contract or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand.

**37. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

storing property removed or stored as described in this Lease Contract; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence.

You'll also be liable for the following charges, if applicable: animal-related charges as provided in this Lease Contract; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and Carbon Monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; and (2) a re-renting fee as provided for in this Lease Contract.

**43. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** **Deposit Return and Forwarding Address.** You are required to provide us written notice of your forwarding address, on or before termination of your tenancy. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment and acceptance of the apartment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

**Surrender.** You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices have been turned in where rent is paid—whichever date occurs first.

**Abandonment.** You have *abandoned* the apartment when all of the following have occurred:

- (1) everyone appears to have moved out in our reasonable judgment;
- (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment;
- (3) you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated; and
- (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, and judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Your surrender or abandonment of the premises does not terminate your responsibility to pay rent or any other balances you may owe.

### **Severability, Originals and Attachments, and Signatures**

**44. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**45. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

**NOTICE: YOU ARE GIVING UP CERTAIN IMPORTANT RIGHTS.  
YOU ARE WAIVING YOUR RIGHT TO HAVE A NOTICE SENT  
TO YOU BEFORE WE START A COURT ACTION TO RECOVER  
POSSESSION OF THE APARTMENT FOR NONPAYMENT OR  
FOR ANY OTHER REASON. YOU ARE ALSO WAIVING YOUR  
RIGHT TO A JURY TRIAL.**

**You are legally bound by this document.  
Please read it carefully.**

**Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.**

**Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.**

**Resident or Residents** (*all sign below*)

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**Owner or Owner's Representative (*signing on behalf of owner*)**

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**Address and phone number of owner's representative for notice purposes**

580 S Goddard Blvd

King of Prussia, PA 19406  
(610) 768-5800

**Name and address of locator service (*if applicable*)**

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**Date form is filled out** (*same as on top of page 1*)

08/20/2019

#### SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

The National Apartment Association's legal staff is happy to report that the Pennsylvania Lease and accompanying addenda have received Plain Language Preapproval from Pennsylvania's Office of Attorney General. Though preapproval is not required by law, it provides a safe harbor for owners using our lease that the forms pass muster under the requirements of Pennsylvania's plain language statute. In the opinion of the Office of Attorney General, a preapproved consumer contract meets the Test of Readability under 73 P. S. § 2205 of the Plain Language Consumer Contract Act. Preapproval of a consumer contract by the Office of Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contents or legality of the contract.

— DocuSigned by:

Docusigned by:  
Hing Wang



## **LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT**



## **1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia (street address) in  
(city), Pennsylvania, 19406 (zip code).

## **2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019

Owner's name: The Smith Valley Forge

**Residents** (*list all residents*):

Ying Wang, Peng Cheng Zhang

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. CONCESSION/DISCOUNT AGREEMENT.** As consideration for your agreement to remain in your apartment and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

*[Check all that apply]*

- One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Lease Contract in the total amount of \$ 833.00. This Concession will be credited to your rent due for the month(s) of: **Nov. 2019**

- Monthly Discount/Concession.** The rent indicated in the Lease Contract includes a Monthly Discount of \$ \_\_\_\_\_ per month off of the suggested rental rate for your apartment.

- Other Discount/Concession.** You will receive the following discount off the rent indicated in the Lease Contract:

PEP Discount 15% off October 2019 -- \$250

## **Resident or Residents**

- Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.

**NON-MONETARY CONCESSION:** You will receive the following non-monetary concession during the term of the Lease.

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**4. CONCESSION CANCELLATION AND CHARGE-BACK.** The concession and discounts indicated above are provided to you as an incentive and with the understanding that you

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all  
*[Check all that apply]*

- Concessions
  - Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

**5. MARKET RENT.** The market rent for this apartment is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific apartment would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar apartment at comparable properties.

**6. SPECIAL PROVISIONS.** The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

**Owner or Owner's Representative**  
*[signs here]*

*[signs here]*

### Date of Lease Contract

August 20, 2019

**LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF RESIDENT**

**1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia  
 (city), Pennsylvania, 19406 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019

Owner's name: The Smith Valley Forge

Residents (list all residents):

Ying Wang, Peng Cheng Zhang

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

**4. REQUIRED POLICY.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100000.00, from a carrier with an AM Best rating of

A-VII or better, licensed to do business in Pennsylvania. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

**5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**

**6. SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

**7. YOUR INSURANCE COVERAGE.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: \_\_\_\_\_

**8. DEFAULT.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

**9. MISCELLANEOUS.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

**10. SPECIAL PROVISIONS:**

The following information is required to be included in the "Interested Party" or "Party of Interest" section of the insurance policy: The Smith Valley Forge - JAG Management, P.O. Box 115009, Carrollton, TX 75011-5009. Each lease holder must be listed on any single insurance policy or have additional policies.

I have read, understand and agree to comply with the preceding provisions.

**Resident or Residents**  
*[All residents must sign here]*

**Owner or Owner's Representative**  
*[signs here]*

**Date of Lease Contract**

August 20, 2019



**RESIDENT PARKING ADDENDUM**

Date: August 20, 2019  
 (when this Addendum is filled out)

**1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132 (street address) in King of Prussia (city), Pennsylvania, 19406 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019

Owner's name: The Smith Valley Forge

Residents (list all residents):

Ying Wang, Peng Cheng Zhang

The term of this Parking Addendum is as follows:  
 Begins on October 12th, 2020 and ending on October 12th, 2020.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**RESIDENT AND OWNER AGREE AS FOLLOWS:**

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised Addendum.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

**COST FOR PARKING**

Resident agrees to pay a onetime fee of \$ \_\_\_\_\_ per vehicle on or before the \_\_\_\_\_ day of \_\_\_\_\_,

\$ 65.00 monthly per vehicle due on or before the 1st day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is 5 days delinquent in paying the required parking fee.

**VEHICLE INFORMATION:****Vehicle 1**

Make: Hyundai

Model & Year: 2018

State: PA

License Plate: KVR3597

Permit Number: 333

Phone Number: (510) 673-7808

Parking Space: \_\_\_\_\_

**Vehicle 2**

Make: \_\_\_\_\_

Model & Year: \_\_\_\_\_

State: \_\_\_\_\_

License Plate: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Parking Space: \_\_\_\_\_

**Vehicle 3**

Make: \_\_\_\_\_

Model & Year: \_\_\_\_\_

State: \_\_\_\_\_

License Plate: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Parking Space: \_\_\_\_\_

**13. SPECIAL PROVISIONS.**

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**Resident or Residents**  
*(All residents must sign)*

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**Owner or Owner's Representative**  
*(Signs below)*

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**Date of Signing Addendum**



## UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated August 20, 2019 between The Smith Valley Forge

("We" and/or "we" and/or "us") and Ying Wang, Peng Cheng Zhang

("You" and/or "you") of Unit No. 3132 located at 580 S. Goddard Blvd #3132

(street address) in King of Prussia, PA 19406

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.**

a) **Water** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- water bills will be billed by the service provider to us and then allocated to you based on the following formula: 1
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable **Velocity**

b) **Sewer** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 1
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable **Velocity**

c) **Gas** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

d) **Trash** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- trash bills will be billed by the service provider to us and then charged to you based on the following formula: 4
  - If flat rate is selected, the current flat rate is \$ 26.00 per month.
  - 3rd party billing company if applicable **Velocity**

e) **Electric** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

f) **Stormwater** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

g) **Cable TV** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

h) **Master Antenna** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

i) **Internet** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

j) **Pest Control** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- pest control bills will be billed by the service provider to us and then charged to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

- k) (Other) Cable/internet service to your apartment will be paid by you either:
- directly to the utility service provider; or  
 bills will be billed by the service provider to us and then allocated to you based on the following formula: 4  
 If flat rate is selected, the current flat rate is \$ 85.00 per month.  
 3rd party billing company if applicable Velocity
- l) (Other) \_\_\_\_\_ service to your apartment will be paid by you either:
- directly to the utility service provider; or  
 bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
 If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
 3rd party billing company \_\_\_\_\_

## METERING/ALLOCATION METHOD KEY

"1" - Sub-metering of all of your water/gas/electric use

"2" - Calculation of your total water use based on sub-metering of hot water

"3" - Calculation of your total water use based on sub-metering of cold water

"4" - Flat rate per month

"5" - Allocation based on the number of persons residing in your apartment

"6" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula

"7" - Allocation based on square footage of your apartment

"8" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment

"9" - Allocation based on the number of bedrooms in your apartment

"10"- Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the apartment has no sub-meter. The formula may be based on factors such as, the interior square footage of the apartment, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 5 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>12.50</u> (not to exceed \$ <u>50.00</u> )
Monthly Administrative Billing Fee:	\$ <u>4.32</u> (not to exceed \$ <u>10.00</u> )
Late Fee:	\$ <u>10.00</u> (not to exceed \$ <u>100.00</u> )
Final Bill Fee:	\$ <u>0.00</u> (not to exceed \$ <u>50.00</u> )

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 10.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
  12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Management \_\_\_\_\_

Date \_\_\_\_\_





### Valet Trash Addendum

Valet trash services will be provided for each resident **5 nights per week (Sunday - Thursday)**. The cost for trash collection is **\$26.00 per month**. A container will be provided to each resident and must be used in conjunction with the valet service. **Containers with bagged trash should be placed outside front door only between the hours of 6:00 pm - 8:00 pm**. Service will begin at 8:00 pm. All trash must be in bags and securely tied. **Bags must be placed inside the container with the lid closed**. No trash will be collected without the proper use of the container. No loose trash will be collected. No broken glass or sharp objects. Pet waste must be double bagged. All boxes must be broken down and flattened. After collection, residents are required to bring containers inside by 9:30 am the following morning. It is the responsibility of each resident to keep his or her container clean. There will be a **\$50 charge** to the resident if an additional or replacement container is needed or if you take the container with you when you move out.

If any resident misses services on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening. **Containers/trash may NOT be left out for any reason during non-designated times**. If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her container will be removed and/or a fine of **\$25 per bag** will be issued. Subsequent, repeated violations could result in lease termination.

We ask that everyone do his or her part in keeping our community clean and beautiful.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash services and the penalties that may be incurred.

Apt. 3132

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Resident signature

DocuSigned by:  
Resident signature  
*Valet Trash*  
C07E3F40C69A4EE...

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Date

Date  
8/23/2019

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Resident signature

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Date

---

Owner's representative signature

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Date

**LEASE CONTRACT BUY-OUT AGREEMENT****1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia (street address) in  
Pennsylvania, 19406 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**Lease Contract Date: August 20, 2019Owner's name: The Smith Valley Forge

Residents (list all residents):

Ying Wang, Peng Cheng Zhang

**3. PURPOSE OF AGREEMENT.** The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early--subject to any special provisions this agreement. In order to buy out early, your notice must be signed by all residents listed in the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

**4. BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (*check one*)  must be the last day of a month or  may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 3330.00;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

**5. WHEN PAYABLE.** The buy-out fee in this agreement is due and payable no later than 14 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ 1083.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in regarding the amount, calculation method, or payment date.

**Resident or Residents**  
*[All residents must sign]*

**6. SHOWING UNIT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

**7. COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under this agreement constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit provided that the total of all security amounts collected does not exceed the amount permitted by law, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

**8. MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the apartment to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent--even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

**9. SPECIAL PROVISIONS.** Your right of buy-out (*check one*)  is or  is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

In lieu of the 60-day notice, a fee equal to two (2) month's rent prorated to the number of days the notice is short of the required 60 days will be accepted.

**Owner or Owner's Representative**  
*[signs below]*

**Date of Lease Contract**August 20, 2019

## COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



*This Addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling.*

**Property Owner:** The Smith Valley Forge

**Resident(s):** Ying Wang, Peng Cheng Zhang

**Unit No./Address:** #3132, 580 S. Goddard Blvd #3132

**Lease Date:** 08/20/2019

### **I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.**

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

**Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**

**THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH.** The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

### **II. POOL.** This Community **DOES;** **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

### **IN CASE OF EMERGENCY DIAL 911**

### **III. FITNESS CENTER.** This Community **DOES;** **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_  
 (2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_

### **IV. PACKAGE RELEASE.** This Community **DOES;** **DOES NOT** accept packages on behalf of Residents.

#### ***For communities that do accept packages on behalf of its Residents:***

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

**V. BUSINESS CENTER.** This Community  **DOES;**  **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

**VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

**VII. FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of \_\_\_\_\_ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- The Philadelphia Fire Code, Section 806.1.1 states that no naturally cut trees shall be allowed in multi-family buildings.

**VIII. EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartment several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO  
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO  
EXTERMINATION AND THE USE OF INSECTICIDES**

**IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

**X. WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.

**XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

**XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.

**XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.

**XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this Addendum, the Lease Contract or any other addenda to the Lease Contract.

**XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Grills/barbeques are not permitted. Please use the available common area grilling stations. Bidets and other toilet attachments may not be installed. Pods cannot be accommodated for move ins/move outs. No personal items are permitted in the hallways. Items include but are not limited to welcome mats, tables, shoes, and potted plants. The community observes "quiet hours" from 10pm - 8am.

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I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	



## NO-SMOKING ADDENDUM

Date: August 20, 2019  
 (when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

**1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia (street address) in  
 (city), Pennsylvania, 19406 (zip code).

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any apartment or building is also prohibited by this Addendum and other provisions of the Lease Contract.

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019  
 Owner's name: The Smith Valley Forge

Residents (list all residents):

Ying Wang, Peng Cheng Zhang

**5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.** Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment  is  is not permitted.

The following outside areas of the community may be used for smoking:

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.** All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

**6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.** You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.

**7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

**8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.

#### **9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.**

Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

#### **10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS,**

**FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

#### **11. THERE IS NO WARRANTY OF A SMOKE FREE**

**ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident or Residents**  
*(All residents must sign here)*

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**Owner or Owner's Representative**  
*(Sign here)*

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**LEASE CONTRACT ADDENDUM  
FOR SATELLITE DISH OR ANTENNA**



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

**1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia (street address) in  
Pennsylvania, 19406 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019  
Owner's name: The Smith Valley Forge

Residents (list all residents):

Ying Wang, Peng Cheng Zhang

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. NUMBER AND SIZE.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

**4. LOCATION.** Your satellite dish or antenna must be located: (1) inside your apartment; or (2) in an area outside your apartment such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

**5. SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete (cinder block); (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

**6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF APARTMENT.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your apartment (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your apartment only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the apartment; or (5) any other method approved by us in writing.

**7. SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

**8. MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

**9. REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the apartment. In accordance with NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

**10. LIABILITY INSURANCE AND INDEMNITY.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

**11. SECURITY DEPOSIT.** Your security deposit is increased by an additional reasonable sum of \$ 0.00 to help protect us against possible repair costs damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc.

**12. WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in this addendum; (3) paid us the additional security deposit, if applicable; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

**13. MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

**14. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

## **Resident or Residents**

*[All residents must sign here]*

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**Owner or Owner's Representative**  
*[signs here]*

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**Date of Lease Contract**

## Date of Lease Contract



**LEASE ADDENDUM  
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**

**1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia (street address) in  
 (city), Pennsylvania, 19406 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019

Owner's name: The Smith Valley Forge

Residents (list all residents):

Ying Wang, Peng Cheng Zhang

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**

- Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ 75.00 non-refundable fee.
- Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

**4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**

- If a remote control is lost, stolen or damaged, a \$ 75.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 75.00 deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

- 5. REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

- 6. FOLLOW WRITTEN INSTRUCTIONS.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

- 7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

**8. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Remote control fobs for gate and amenity access are provided one (1) per leaseholder. Additional remote control fobs can only be purchased for occupants listed on the lease. Extra fobs will not be available for purchase or provided.

## **Resident or Residents**

*[All residents must sign here]*

**Owner or Owner's Representative**  
*[signs here]*

### Date of Lease Contract

August 20, 2019



## **CRIME/DRUG FREE HOUSING ADDENDUM**



## **1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
\_\_\_\_\_  
(street address) in  
King of Prussia  
(city), Pennsylvania, 19406 (zip code).

## **2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019  
Owner's name: The Smith Valley Forge

**Residents (*list all residents*):**

Ying Wang, Peng Cheng Zhang

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ADDENDUM APPLICABILITY.** In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the apartment, all common areas, all other apartments on the property or any common areas or other apartments on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

**4. CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

  1. Engaging in any act intended to facilitate any type of criminal activity.
  2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, drug related criminal activity has occurred on or within your apartment; your apartment was used to promote or further drug-related criminal activity; or you or any of your guests has engaged in drug-related criminal activity or in the immediate vicinity of your apartment.
  3. The first conviction for an illegal sale, manufacture or distribution of any drug in violation of the Controlled Substance, Drug, Device and Cosmetic Act in your apartment or on any portion of the community complex;

**Resident or Residents** (*sign here*)

**Date of Signing Addendum**

**Owner or Owner's Representative (*signs here*)**

### Date of Signing Addendum



## **ADDENDUM REGARDING MEDICAL MARIJUANA USE AND LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME/DRUG FREE ADDENDUM**



## **1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard  
Bld #3132  
\_\_\_\_\_(street address) in  
King of Prussia  
(city), Pennsylvania, 19406 (zip code).

## **2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019  
Owner's name: The Smith Valley Forge

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**Residents** (*list all residents*):

Ying Wang, Peng Cheng Zhang

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.
  5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.
  - 6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. The Medical Marijuana Act permits the limited use of medical marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

**Resident or Residents** (*sign here*)

## Date of Signing Addendum

**Owner or Owner's Representative (*signs here*)**

**Date of Signing Addendum**

## MOLD INFORMATION AND PREVENTION ADDENDUM



*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your apartment. That is why this addendum contains important information for you, and responsibilities for both you and us.*

### 1. APARTMENT DESCRIPTION.

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia (street address) in  
Pennsylvania, 19406 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 20, 2019

Owner's name: The Smith Valley Forge

Residents (list all residents):

Ying Wang, Peng Cheng Zhang

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### 3. ABOUT MOLD.

Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside an apartment, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

### 4. PREVENTING MOLD BEGINS WITH YOU.

In order to minimize the potential for mold growth in your apartment, you must do the following:

- Keep your apartment clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your apartment dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

### 5. IN ORDER TO AVOID MOLD GROWTH,

it is important to prevent excessive moisture buildup in your apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on apartment surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

### 6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES

(such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

- 7. DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) large areas of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

- 8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your apartment, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the apartment and any health problems that may result. We can't fix problems in your apartment unless we know about them.**

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident or Residents**  
*(All residents must sign here)*

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**Owner or Owner's Representative  
(Signs here)**

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**Date of Lease Contract**

**Date of Lease Contract**

August 20, 2019



## BED BUG ADDENDUM

Date: August 20, 2019  
 (when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

**1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia  
 (city), Pennsylvania, 19406 (zip code).

NA

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**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019  
 Owner's name: The Smith Valley Forge

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Residents (list all residents):

Ying Wang, Peng Cheng Zhang

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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.
 
**4. INSPECTION.** You agree that you: (Check one)
 

- have inspected the apartment prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
- will inspect the apartment within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

**5. INFESTATIONS.**

You agree that you have read all of the information on this addendum about bed bugs and: (Check one)

- you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or apartment. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

**6. ACCESS FOR INSPECTION AND PEST TREATMENT.**

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for a bed bug infestation on your own.

**7. NOTIFICATION.** You must promptly notify us:
 

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**8. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the apartment. Any items you remove from the apartment must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
 
**9. RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your apartment, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other

apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

**10. TRANSFERS.** If we allow you to transfer to another apartment in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**You are legally bound by this document. Please read it carefully.**

### **Resident or Residents**

**Owner or Owner's Representative**  
*(Signs below)*

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## Date of Signing Addendum

*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

## BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

### **Bed bugs don't discriminate**

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### **Bed bugs don't transmit disease**

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### **Identifying bed bugs**

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### **Preventing bed bug encounters when traveling**

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### **Bed bug do's and don'ts**

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemicalbased insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



## **ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL**



## **1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia (street address) in  
(city), Pennsylvania, 19406 (zip code).

## **2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019  
Owner's name: The Smith Valley Forge

**Residents** (*list all residents*):

Ying Wang, Peng Cheng Zhang

time without our prior written consent. Permitting your apartment to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

## **6. REMEDY FOR VIOLATION.** Any violation of this Addendum

constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

**7. RESIDENT LIABILITY.** You are responsible for and shall

be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your apartment in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

**8. SEVERABILITY.** If any provision of this Addendum or the

Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### **3. SHORT TERM SUBLICENSE OR RENTING PROHIBITED.**

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the apartment, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

#### **4. PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.**

You agree not to list or advertise the apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

**5. VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your apartment as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your apartment unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the apartment for any period of

## **Resident or Residents**

*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

**Date of Signing Addendum**

## PACKAGE ACCEPTANCE ADDENDUM

**1. APARTMENT DESCRIPTION.**

Unit No. 3132, 580 S. Goddard Blvd #3132  
King of Prussia  
 (city), Pennsylvania, 19406 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 20, 2019

Owner's name: The Smith Valley Forge

Residents (list all residents):

Ying Wang, Peng Cheng Zhang

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

**4. PACKAGE ACCEPTANCE.**

**A. Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

**B. Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

**5. TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 14 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

**Resident or Residents** (All residents must sign)

**6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.** As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

**7. SEVERABILITY.** If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

This community features an Amazon Hub

Package Locker for 24/7 access to packages. Packages too large for the lockers or any overflow packages if the package lockers are full will be received by the office team and must be picked up during office hours.

**Owner or Owner's Representative** (Signs below)

**Date of Signing Addendum**

## **PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM**



**Resident or Residents**  
*(All residents must sign)*

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**Owner or Owner's Representative**  
*(signs below)*

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**Date of Signing Addendum**



# POOL RULES

The following rules and regulations have been established to ensure the enjoyment of the pool season for you and your neighbors. Residents and guests are required to cooperate in observing these rules/regulations. **Residents and guests who violate any rule or regulation are subject to the revocation of their swimming pool privileges.**

The Smith Valley Forge Office staff reserves the right to refuse admittance into the facility when the capacity of the pool has been reached or when otherwise deemed necessary for the health, welfare, or safety of residents and guests. The onsite maintenance team is responsible for the operation of the pool. Their instructions must be followed at all times. Failure to adhere to all rules and regulations, or instructions of the staff can result in the revoking of pool privileges.

## I. GENERAL RULES/ADMISSION POLICIES

1. The pool is swim at your own risk and no lifeguard will be onsite.
2. Only residents of The Smith Valley Forge and their guests are authorized to use the pool.
3. Weather permitting, the pool is open seven (7) days a week beginning Memorial Day weekend through Labor Day. Pool hours are 10:00 a.m. until 8:00 p.m.
4. Residents are limited to one (1) guest per household visit.
5. No one is permitted in the swimming area before 10:00am or after 8:00pm.
6. If a resident or guest with a disability needs special accommodations to use the pool, please contact the office staff.
7. Office staff has authority to enforce all pool rules. Any resident or guest who repeatedly violates the rules may be asked to leave the pool.
8. Lounges are on a first come first serve basis and can't be saved by placing towels on them in the morning and not being present to enjoy them. Lounges are available for all residents to enjoy all day long.

## II. POOL

1. Glass containers, alcoholic beverages, drugs, and pets, that are not service animals, are not permitted at the pool. All recycle and waste papers must be deposited in designated receptacles.
2. All bags, baskets, and coolers are subject to inspection.
3. The Smith Valley Forge staff are the only persons allowed in the filter room, mechanical room, storage room, and office.
4. Smoking is not permitted.

## III. ATTIRE

1. All residents and guests within the pool area must be attired in swimming apparel. No street shoes or clothing allowed on decks. The swimming pool and decks must be maintained in a sanitary manner.
2. Pool users must wear swimming suits or swimming trunks upon entry into the pool. Clothing such as cut-offs, gym shorts, and underwear is not permitted as swimwear. Swimwear should not have been worn for exercising immediately prior to pool use and must be colorfast and of lightweight material suitable for swimwear, such as Lycra, Spandex, or nylon. Clean T-shirts may be worn for modesty or medical reasons.



THE  
SMITH  
VALLEY  
FORGE



**T H E  
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**V A L L E Y  
F O R G E**

3. For public health reasons, standard diapers are not allowed to be worn in the pool. Infants/children who are not toilet trained and adults who are incontinent who wish to enter any pool must wear a disposable swim diaper covered by clean rubber/vinyl/plastic swim diaper cover.

#### **IV. BEHAVIOR**

1. No person within the pool grounds shall behave in such a manner as to jeopardize the safety and health of himself/herself and/or others.
2. Loitering is not permitted on the pool grounds.
3. Running, boisterous or rough play, pushing, acrobatics, dunking, wrestling, splashing, yelling, diving, or jumping haphazardly, snapping of towels, improper conduct causing undue disturbances on or about the pool area, or any acts that would endanger any resident or guest are prohibited.
4. Spitting, spouting water, blowing nose, urinating, or defecating in the pool is prohibited.
5. Gum chewing is not permitted for health and safety reasons.

#### **V. AGE RESTRICTIONS**

All children under the age of 16 must be accompanied and supervised at the pool at all times by an adult (18 or over) resident of their apartment home in bathing suit attire. Any unaccompanied children will be asked to leave the pool immediately.

#### **VI. EQUIPMENT/TOYS**

1. Toys, balls, inner tubes, inflated boats, and rafts are not permitted in the pool.
2. Coast Guard approved and labeled personal flotation devices, such as vests designed to provide vertical support, may be worn.
3. Headphones must be worn when listening to entertainment devices.

#### **VII. WEATHER**

1. During storms, the pools will be closed and the entire area cleared at the discretion of The Smith Valley Forge staff. Due to limited cover, residents and guests are encouraged to leave. The pool will normally open fifteen (15) minutes after the storm passed.
2. During periods of cool weather, the pool will not open when the temperature is below 70°.

#### **VIII. HEALTH/SAFETY POLICIES**

1. The Smith Valley Forge assumes no liability for injuries or damages.
2. Residents and guests under the influence of alcohol or drugs will not be permitted in the pool.
3. Any injury occurring in the pool must be reported to the office staff immediately.
4. Any resident or guest having a skin disease, sore or inflamed eyes, cold, nasal or ear discharge, communicable disease or who is wearing any kind of bandage or Band-Aid will not be permitted in the pool.

***WE LOOK FORWARD TO ENJOYING A SAFE AND FUN-FILLED SUMMER WITH YOU!***

The Smith Valley Forge

580 South Goddard Blvd | King of Prussia, PA 19406

610.768.5800 | [thesmithleasing@jagmgt.com](mailto:thesmithleasing@jagmgt.com)

**INVENTORY AND CONDITION FORM**

**APARTMENT DESCRIPTION.** Unit No. 3132, 580 S. Goddard Blvd #3132 (street address) in  
King of Prussia (city), Pennsylvania, 19406 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: August 20, 2019 Owner's name: The Smith  
Valley Forge

Residents (list all residents):

Ying Wang, Peng Cheng Zhang

You must note on this form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

Resident's Name: Ying Wang  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: Peng Cheng Zhang  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Move-In or  Move-Out Condition (Check one)

**Living Room**

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpets \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Closets, Rods, Shelves \_\_\_\_\_

Closet Lights, Fixtures \_\_\_\_\_

Lamps, Bulbs \_\_\_\_\_

Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**Kitchen**

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpets \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Cabinets, Drawers, Handles \_\_\_\_\_

Countertops \_\_\_\_\_

Stove/Oven, Trays, Pans, Shelves \_\_\_\_\_

Vent Hood \_\_\_\_\_

Refrigerator, Trays, Shelves \_\_\_\_\_

Refrigerator Light, Crisper \_\_\_\_\_

Dishwasher, Dispensers, Racks \_\_\_\_\_

Sink/Disposal \_\_\_\_\_

Microwave \_\_\_\_\_

Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**General Items**

Thermostat \_\_\_\_\_

Cable TV or Master Antenna \_\_\_\_\_

A/C Filter \_\_\_\_\_

Washer/Dryer \_\_\_\_\_

Garage Door \_\_\_\_\_

Ceiling Fans \_\_\_\_\_

Exterior Doors, Screens/Screen Doors, Doorbell \_\_\_\_\_

Fireplace \_\_\_\_\_

Other \_\_\_\_\_

**Dining Room**

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpets \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Closets, Rods, Shelves \_\_\_\_\_

Closet Lights, Fixtures \_\_\_\_\_

Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**Halls**

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Closets, Rods, Shelves \_\_\_\_\_

Closet Lights, Fixtures \_\_\_\_\_

Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**Exterior (if applicable)**

Patio/Yard \_\_\_\_\_

Fences/Gates \_\_\_\_\_

Faucets \_\_\_\_\_

Balconies \_\_\_\_\_

Other \_\_\_\_\_

**Bedroom (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Closets, Rods, Shelves \_\_\_\_\_

Closet Lights, Fixtures \_\_\_\_\_

Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**Bedroom (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Closets, Rods, Shelves \_\_\_\_\_

Closet Lights, Fixtures \_\_\_\_\_

Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**Bath (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Exhaust Fan/Heater \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Sink, Faucet, Handles, Stopper \_\_\_\_\_

Countertops \_\_\_\_\_

Mirror \_\_\_\_\_

Cabinets, Drawers, Handles \_\_\_\_\_

Toilet, Paper Holder \_\_\_\_\_

Bathtub, Enclosure, Stopper \_\_\_\_\_

Shower, Doors, Rods \_\_\_\_\_

Tile \_\_\_\_\_

Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**Half Bath**

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Exhaust Fan/Heater \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Sink, Faucet, Handles, Stopper \_\_\_\_\_

Countertops \_\_\_\_\_

Mirror \_\_\_\_\_

Cabinets, Drawers, Handles \_\_\_\_\_

Toilet, Paper Holder \_\_\_\_\_

Tile \_\_\_\_\_

Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**Bedroom (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Closets, Rods, Shelves \_\_\_\_\_

Closet Lights, Fixtures \_\_\_\_\_

Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**Bath (describe which one):** \_\_\_\_\_

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Exhaust Fan/Heater \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Sink, Faucet, Handles, Stopper \_\_\_\_\_

Countertops \_\_\_\_\_

Mirror \_\_\_\_\_

Cabinets, Drawers, Handles \_\_\_\_\_

Toilet, Paper Holder \_\_\_\_\_

Bathtub, Enclosure, Stopper \_\_\_\_\_

Shower, Doors, Rods \_\_\_\_\_

Tile \_\_\_\_\_

Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**Safety-Related Items (Put "none" if item does not exist)**

Door Knob Locks \_\_\_\_\_

Keyed Deadbolt Locks \_\_\_\_\_

Keyless Deadbolts \_\_\_\_\_

Keyless Bolting Devices \_\_\_\_\_

Sliding Door Latches \_\_\_\_\_

Sliding Door Security Bars \_\_\_\_\_

Sliding Door Pin Locks \_\_\_\_\_  
Doorviewers \_\_\_\_\_  
Window Latches \_\_\_\_\_  
Porch and Patio Lights \_\_\_\_\_  
Smoke Detectors (push button to test) \_\_\_\_\_  
Alarm System \_\_\_\_\_  
Fire Extinguishers (look at charge level-BUT DON'T TEST!)

Garage Door Opener \_\_\_\_\_  
Gate Access Card(s) \_\_\_\_\_  
Other \_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_

*or*

**Date of Move-Out:** \_\_\_\_\_

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Acknowledgment.** You acknowledge that you have inspected and tested all of the safety-related items (if in the apartment) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verify that they are operating correctly. You acknowledge that you and management have inspected the apartment and that no signs of bedbugs or other pests are present. This unit is in a decent, safe and sanitary condition.

*In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_ **Date of Signing** \_\_\_\_\_