PENNSYLVANIA APARTMENT LEASE

PREPARED FOR USE IN PENNSYLVANIA BY FRANK N. TOBOLSKY, ESQ.
ADAPTED FROM BLUMBERG FORMS DRAFTED BY ARNOLD MANDELL, ESQ.

Notice to Tenant: If you do not meet your Lease obligations the Landlord can go to court to evict you from your home, sue for rent and other expenses, and keep your security deposit. If the Landlord wins (gets a money judgement against you), the Landlord can use the court process to take your personal goods, furniture, motor vehicles and money in banks. By signing this Lease, you give up rights to trial by jury and other important rights.

Terms of this Lease:

Lease date: February 27, 2019

LANDLORD: Aaron Schwartz

Address for Notices P.O. Box 38113, Pittsburgh PA

TENANTS:

Yumeng Wang
Room 601, Building 503
Shuangxinli Community
Nanxin Road, Tangshan
Hebei province, China

Siyu Zhang
Liaodu Garden, Liaocheng Road,
Huoqiu County, Lu'an City,
Anhui Province,China

TERM LENGTH: 1 year
begins August 1, 2019 noon
ends July 31, 2020 noon

Yearly rent	$	21,300.00 (12 x $1,775)
Monthly rent	$	1,775.00 ($1580 + $195)
Security	$	3,355.00
Late charge	$	100.00

LANDLORD PAYS FOR:

☐ water ☐ electric ☑ lawn maintenance
☐ sewer ☐ oil ☑ snow removal
☐ gas ☑ exterminating
☑ other General Maintenance

APARTMENT: 2nd Floor Apartment
5706 Darlington Road
Pittsburgh, PA 15217

BANK for Security Deposit: PNC Bank

Note: Tenant(s) shall pay an additional $195 per month for Common Area Maintenance (CAM) from August 1, 2019 thru July 31, 2020, in addition to rent of $1,580/month, for gas/water/sewage for a total of $1,775/month. Tenants are responsible signing up and paying for electric from August 1, 2019 thru July 31, 2020. Tenants shall pay a deposit of $1,580 and last month's rent of $1,775 (total of $3,355). Tenants may apply $1,775 last month rent (paid in advance) towards the last month's rent (July 2020). The other $1,580 of deposit shall be held until after tenants move out and after inspection of the apartment to ensure everything is completely cleaned and there is no damage.

Rider of 5 pages attached is part of this Lease.

1. **Use** Only Tenant(s) named above may use the Apartment, as a private residence.

2. **Possession** Rent starts when the Term begins. However, if Landlord cannot give possession, rent starts when possession is available. If Landlord cannot give possession within a reasonable time, Tenant may cancel and obtain a refund of money deposited. Landlord will tell Tenant when possession is available. Tenant must occupy when possession is available. The end date of the Term does not change. If Landlord cannot give possession, or gives possession late, Landlord has no liability.

3. **Rent** Tenant must pay monthly rent in full by the first day, at Landlord's address. Landlord need not notify Tenant to pay the rent. Tenant will pay the first month's rent (and any part of a month's rent) when signing this Lease.

Added Rent Other charges under this Lease are "added rent." Tenant will pay added rent with the next monthly rent.

Late Charge Tenant will also pay the late charge if more than 5 days late. Landlord still has all other legal rights and remedies.

4. **Term** The Term ends on the end date stated above. Notices are not needed. However, if Tenant stays or leaves property in the Apartment after the Lease ends, Tenant must also pay Landlord double the rent amount. Those damages are not considered rent and Tenant has no rights to the Apartment. Landlord still has all other rights and remedies.

5. **Notices** The parties must put all bills, statements, approvals, consents, permissions, agreements and notices in writing. Landlord must deliver or mail them to the Apartment. Tenant must deliver or mail them to Landlord's Address for Notices. The parties must give them by
(a) certified mail, return receipt requested,
(b) hand delivery with written receipt or
(c) a nationally-recognized overnight courier.
Each party must accept and claim them. Landlord will notify Tenant if Landlord's address changes.

6. **Security** Tenant gave security to Landlord in the above amount. The Bank holds the security. Landlord will tell Tenant where the security is.

If Tenant fails to timely perform any obligation (such as paying rent on time), Landlord may use the security. If Landlord uses the security, Tenant will replace it. That replacement amount is added rent. Landlord must always have at least the amount of security stated above.

If Tenant:
(a) performs all agreements made in this Lease,
(b) pays rent and added rent on time, and
(c) leaves the Apartment in good condition when the Term ends,
then Landlord will return the remaining security. Tenant may not use security to pay rent.

Landlord may deposit the security anywhere the law allows. If Landlord sells or leases the Building to someone else (a "successor"), Landlord may give the security to the successor. In that case, Landlord is not responsible for the security. Tenant gets back the security only from the successor.

7. **Utilities and services** Tenant will arrange for all utilities and services. Landlord pays only for the utilities or services stated above. Tenant pays for all others. Landlord has no obligation for any utilities or services, even if Landlord pays for them. Tenant must not use more electric than the Apartment or the Building can safely handle.

Landlord may supply equipment or appliances. If Tenant causes damage, Landlord may repair at Tenant's expense. The repair cost is added rent.

No appliances are allowed unless Landlord installed or approved them.

Tenant may not install:

washing machines	dryers	freezers
air conditioners	heaters	ventilators

or other appliances.

Landlord may stop any system (like venting, plumbing, heating, elevator, air conditioning or electricity) due to accident, emergency, repairs or changes, until the work is complete.

8. **Changes** Tenant must get Landlord's prior written consent to install, change or paint: paneling, flooring, "built in" decorations, partitions, railings, walls or wallpaper. Tenant must not change or damage the systems

The Office of the Attorney General has approved this lease as complying with the Pennsylvania Plain Language Consumer Contract Act. In the opinion of the Office of Attorney General, a preapproved consumer contract meets the test of readability under 73 P.S. Section 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.

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(like plumbing, ventilating, air conditioning, elevator, electric or heating). If Landlord agrees, changes and installations become the Landlord's property when complete and paid for. They must stay in the Apartment at the end of the Term.

Landlord can require Tenant to remove them before the end of the term. If Landlord wants them removed, Landlord will notify Tenant at least 15 days before the end of the Term. Tenant pays all costs to comply. Landlord is not required to do or pay for any work, unless stated in this Lease.

Tenant must not cause debts or charges ("liens") against the Apartment or Building. Tenant must pay and remove any lien within 20 days.

9. **Repairs** Tenant must take good care of the Apartment and all systems, equipment and property. Landlord will repair the plumbing, heating and electrical systems, unless Tenant caused the damage or was negligent. If so, Tenant must make and pay for all repairs and replacements. If Tenant does not, Landlord may. Landlord's costs are added rent. Tenant must get Landlord's written consent to make the repairs and replacements.

10. **Fire, accident, defects, damage** Tenant must give Landlord immediate notice of fire, accident, damage, or dangerous or defective condition. If fire or other mishap makes the Apartment unusable, no rent is due while unusable (as long as not caused by Tenant). If Tenant can use part of the Apartment, Tenant must pay rent for the usable part. Landlord may decide which part is usable.

If the Apartment or Building is damaged, Landlord may cancel the Lease. If Landlord decides to cancel, Landlord will notify Tenant within 30 days after the damage. If not, Landlord has a reasonable time to repair. This includes delays such as settling insurance claims, weather, public authorities, Tenant's act or neglect, obtaining estimates, labor or supply problems, or any other cause not fully within Landlord's reasonable control.

If Tenant (or Tenant's family member, employee, guest or other person) caused the damage, then Tenant will make and pay for all repairs. Tenant must still pay full rent with no adjustment. Repair costs are added rent.

If canceled, the Lease ends 30 days after Landlord's cancellation notice. Tenant must leave the Apartment by the cancellation date, and pay all rent due through the damage date.

If not cancelled, Landlord only repairs equipment that Landlord originally installed.

11. **Landlord not responsible** Landlord is not liable for loss, expense or damage to any person or property. Landlord is not liable to Tenant for permitting or refusing anyone into the Building.

Tenant must pay for Landlord's damages and expenses due to any act or neglect of Tenant. If a lawsuit is brought against Landlord, Tenant must pay for Landlord's defense. Landlord may choose its attorney.

Tenant is also responsible for all acts or neglect of Tenant's family, employees, guests or others in the Apartment.

12. **Entry by Landlord, signs** Landlord may enter the Apartment to: repair, inspect, exterminate, install, maintain, replace or perform work. Landlord may show the Apartment to possible buyers, lenders or investors (of the entire Building or land, or for the Apartment). Landlord will try to give reasonable notice, except in emergency. Landlord may place "for sale" or "for rent" signs on the Apartment or Building.

13. **Transfer and sublease** Tenant must not transfer this Lease, or sublet (lease to another) the Apartment, or allow others to use the Apartment. Tenant must get Landlord's written permission each time Tenant wants to transfer or sublet. Tenant remains responsible after a transfer or sublease, even if Landlord accepts money from the new tenant or subtenant.

14. **Priority** This Lease and Tenant's rights are lower than all present and future:
(a) leases for the Building or the land,
(b) loans on the leases, Building or land,
(c) agreements securing money paid or to be paid to a lender ("security agreements"), and
(d) terms, conditions, renewals, changes of any kind and extensions of the loans, leases or security agreements.

Tenant must sign any papers Landlord requests to show this. Tenant allows Landlord to sign those for Tenant.

15. **Recognizing new Landlord** A new owner may want Tenant to remain as a tenant under this Lease. If the new owner requests, Tenant will sign an agreement recognizing that.

16. **Taking Property** "Condemnation" means a legal authority can take the Apartment, Building or land by paying Landlord. If all of the Apartment, Building and land is taken, the Term and Tenant's rights end when the authority takes title. If only part of the Apartment, Building or land is taken, Landlord may end this Lease by giving Tenant at least 30-days' notice.

If canceled, Tenant must give the Apartment to Landlord on the cancellation date, along with all rent due to that date. The entire payment for any taking belongs to Landlord. Tenant gives Landlord any rights Tenant has to payment.

17. **Construction or demolition** Construction or demolition may occur in or near the Building. This does not affect Tenant's agreements in this Lease, even if it interferes with Tenant's ventilation, view or enjoyment.

18. **Tearing down the Building** If the Landlord wants to tear down the entire Building, Landlord may end this Lease by giving Tenant six (6)-months' notice.

19. **Landlord not legally responsible for Tenant's property** Landlord is not responsible for (a) loss, theft or damage to Tenant's property or (b) injury caused by Tenant's property or its use. Landlord does not carry insurance for Tenant's personal property or for Tenant's legal responsibility. Tenant will obtain and pay for that insurance.

20. **Playground, pool, parking and other recreation areas** Landlord may give Tenant permission to use a playground, pool, parking or other recreation area. Tenant will use the area at Tenant's own risk and must pay all fees. Landlord may cancel permission at any time.

21. **Sidewalks, steps, terraces and balconies** This Lease applies to the Apartment's sidewalks, steps, terrace or balcony. Landlord may make special rules for the sidewalks, steps, terrace and balcony. Landlord will tell Tenant of the rules.

Tenant must keep the sidewalks, steps, terrace and balcony clean and free from snow, ice, leaves, garbage, debris and other objects. Tenant must keep all screens and drains in good repair. No cooking is allowed on the sidewalks, steps, terrace or balcony.

Tenant may not keep plants, or install a fence or any addition, on the sidewalks, steps, terrace or balcony. If Tenant does, Landlord may remove and store them at Tenant's expense. Tenant must keep the sidewalks, steps, terrace and balcony in good repair.

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Tenant Initials

22. **Tenant's certificate** When Landlord requests, Tenant will sign a certificate that states:
(a) this Lease is in full force and unchanged (or how it was changed);
(b) Landlord fully performed all obligations and Tenant has no claim against Landlord;
(c) Tenant is fully performing all Lease terms;
(d) rent and added rent are paid to date; and
(e) any other statement Landlord reasonably requires.

23. **Correcting Tenant's broken Lease terms** If Tenant does not timely correct a broken Lease term, Landlord may correct it at Tenant's expense. Landlord's costs are added rent.

24. **Tenant must obey laws and regulations** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant will promptly give Landlord notices from them. Tenant will not do anything to increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.

25. **Tenant's broken Lease terms (defaults) Below are some of Landlord's rights and remedies. Landlord also has other rights and remedies the law allows or provides.**

A. Tenant Gives up Rights to Notices. Landlord need not give Tenant a notice of, or an opportunity to correct, any broken Lease term. Tenant also gives up the right to receive a "notice to quit" or "notice to vacate" from Landlord. This means Landlord is not required to notify Tenant to leave the Apartment.

Landlord may give Tenant a notice to leave. If given, the termination notice will state when the Lease ends. Tenant must leave the Apartment and give Landlord the keys by that date. Tenant remains responsible.

B. If Tenant's rental application is incorrect or incomplete, that is a default.

C. If:
(1) Landlord ends the Lease; or
(2) Tenant does not pay rent or added rent on time; or
(3) Tenant leaves (vacates) the Apartment; or
(4) the Term has ended; or
(5) Tenant broke any obligation under this Lease,

Landlord may, in addition to other rights and remedies: (a) evict Tenant; (b) sue for money damages; or (c) both.

D. If Landlord ends this Lease, or takes back the Apartment:

(1) Tenant must immediately pay rent and added rent for the unexpired Term.

(2) Landlord may again lease (relet) the Apartment, and anything in it, for any term. Landlord may charge any rent (or no rent) and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably needs to repair the Apartment and prepare it for renting. Tenant remains responsible and is not released, except as the law requires.

(3) All rent Landlord receives for re-renting applies first to pay Landlord's expenses and last to pay amounts Tenant owes. Landlord's expenses include the costs of getting possession and re-renting the Apartment, such as reasonable legal fees, broker fees, cleaning and repairing costs, decorating costs and advertising costs. Tenant is not entitled to any excess rent collected.

(4) Landlord may sue more than once. Landlord does not waive (give up) rights if Landlord delays or fails to sue.

(5) Only the balance of rent payments by the next tenant reduce Tenant's rent obligations. Other payments do not. Even if Landlord does not collect the next tenant's rent, Tenant remains liable. Landlord need not collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses, without offset.

E. Tenant will pay all of Landlord's reasonable costs and expenses (including attorney's fees and court costs).

26. **No jury trial** ***Landlord and Tenant waive (give up) their right to a trial by jury for anything related to this Lease or the Apartment.***

27. **Landlord does not give up rights** Landlord does not give up any rights, even if it accepts rent or does not enforce this Lease. If a term is illegal or unenforceable, the rest of this Lease remains in effect.

28. **Unable to pay debts** If Tenant cannot pay debts when due, Landlord may end this Lease on 30-days' notice. Tenant must continue to pay rent, damages, losses and expenses.

29. **Rules** Tenant must comply with all written Rules at the end or attached to this Lease. Landlord will notify Tenant of new Rules. Landlord need not enforce Rules against other tenants. Landlord is not legally responsible to Tenant if another tenant violates the Rules. Tenant receives no rights under the Rules.

30. **Complete agreement** Tenant read this Lease. All Landlord's promises are in this Lease. There are no others. To change this Lease, all parties must sign an agreement.

31. **Landlord unable to perform** Landlord may delay or fail to:
(a) provide any required service or utility
(b) make any required repair or change to the Apartment or Building,
(c) supply any required equipment or appliances or
(d) perform any other obligation.

This includes delays from settling insurance claims, obtaining estimates, weather, labor or supply problems, public authorities, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control. Tenant remains legally responsible.

32. **End of term** At the end of the Term, Tenant must leave the Apartment clean and in good condition. Tenant will remove all Tenant's property, installations, alterations and decorations. Tenant will repair all damage. Tenant will restore the Apartment to the same or better condition as at the beginning date. Any property Tenant leaves behind is considered abandoned. Landlord may keep or discard that property.

33. **Tenant inspected Apartment** Tenant inspected the Apartment and Building. Tenant agrees they are in good condition and takes the Apartment "as is".

34. **Vehicles** Tenant alone bears the risk of using or storing a vehicle. This applies to Tenant's or anyone else's vehicle, wherever located. If Landlord's employee helps Tenant park, move or load a vehicle, that is also Tenant's sole risk. In that case, that employee is considered Tenant's agent and not Landlord's. Neither Landlord nor its employee is responsible for loss or damage to vehicles, their contents, or other property.

If Landlord considers a vehicle or property abandoned, Tenant must remove it within 24 hours after Landlord's notice. If Tenant does not, Landlord may remove it at Tenant's cost. Landlord is not legally responsible for damage. This includes property damage and bodily injury. Tenant will reimburse and defend Landlord for all liabilities.

35. **Landlord's consent** If Tenant needs Landlord's consent, but Landlord does not give consent, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant will not claim money damages or deduct rent for non-consent.

36. **Limited recovery** If Tenant gets a judgment against Landlord, Tenant can only enforce that against Landlord's interest in the Building.

37. **Parties bound by lease** This Lease obligates Landlord, Tenant and all parties who lawfully succeed to their rights or take their places.

38. **Furnishings** Any furniture or other items are accepted "as is." If an inventory is supplied, each party will sign a copy. When the Term ends, Tenant must return them clean and in good condition.

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39. **Changes or added terms** (The Attorney General has not pre-approved any changes or added terms after plain language pre-approval of this Lease.)

Tenant(s) shall pay an additional $195 per month (from August 1, 2019 thru July 31, 2020) in addition to rent of $1,580/month, for gas/water/sewage, for a total payment to landlord each month of $1,775/month.

Tenants are responsible signing up and paying for electric from August 1, 2019 thru July 31, 2020.

In addition to rent, tenants shall pay a deposit of $1,580 and last month's rent of $1,775 (total of $3,355). Tenants may apply $1,775 last month rent (paid in advance) towards the last month's rent (July 2020). The other $1,550 of deposit shall be held until after tenants move out and after inspection of the apartment to ensure everything is completely cleaned and there is no damage.

Signatures, effective date Landlord and Tenant signed this Lease on the above date. It is effective when Landlord delivers a fully-signed copy to Tenant. **Tenant(s) are legally responsible both individually and together ("joint and several"). This means each is fully responsible for performing all obligations, and for all payments.**

LANDLORD:

.....
Aaron Schwartz, Landlord

.....

WITNESS : .....

TENANT(S): Siyu Zhang 31/3/2019
Siyu Zhang — Date

Yumeng Wang 3/31/2019
Yumeng Wang — Date

Date

WITNESS : Yueyeng Ni 3/31/3019
Name — Signature — Date

RULES

(1) **Respect other tenants** Do not interfere with other tenants' comfort or rights. No annoying sounds, smells or lights are allowed.

(2) **Safety** Do not go on the roof. Do not use, keep in, place or attach anything to fire escapes, sills, windows or exterior walls, in hallways or public areas.

(3) **Elevators** Do not operate manual elevators. No smoking in elevators. Messengers and trade people must only use service elevators and service entrances. No bicycles are allowed on passenger elevators.

(4) **Keys** Give Landlord keys to all locks. Lock doors at all times. Lock windows when Tenant is out. Return all keys to Landlord at the end of the Term.

(5) **Floors/Carpets** Cover apartment floors with carpets or rugs. Waterbeds are not allowed.

(6) **Pets** No dogs, cats, birds or other animals or pets are allowed. No feeding them from the sidewalks, steps, terrace, balcony or public areas.

(7) **Equipment** Follow garbage disposal rules. Use plumbing fixtures and all other property and equipment only for their intended purpose.

(8) **Laundry** Laundry machines, if any, are at Tenant's risk and cost. Instructions must be followed.

(9) **Moving; Landlord's Employees** Schedule moving furniture, fixtures or equipment with Landlord. Do not use Landlord's employees for personal errands.

(10) **Parking** Landlord may remove improperly parked cars without notice, at Tenant's cost.

(11) **Cleaning windows** No window cleaning from the outside.

(12) **Conserve energy** Tenant will conserve energy.

(13) **Hazards** Keep the Apartment safe and clean. Do not store or bring hazardous or flammable materials into the Building or Apartment.

(14) **Throwing objects** Do not throw anything from the Apartment. Do not hang or shake anything from sidewalks, steps, windows, terraces or balconies.

PAYMENT AND PERFORMANCE GUARANTY

Guaranteed by
(name and address) ..... **Date** .....

1. **Reason** I know the Landlord would not rent the Apartment to Tenant unless I guaranty Tenant's performance. I also requested the Landlord enter into the Lease with the Tenant. I have a substantial interest in making sure the Landlord rents the Apartment to Tenant.

2. **Guaranty** I guaranty Tenant's full performance of the Lease. This Guaranty is absolute and without any condition. It includes, but is not limited to, paying rent and other money charges.

3. **Changes in Lease have no effect** Changes to the Lease do not affect this Guaranty. This includes, but is not limited to, any extension of time or renewals. The Guaranty obligates me even if I am not a party to those changes.

4. **No Notice** I waive (give up) notice of non-payment and non-performance.

5. **Performance** If Tenant breaks this Lease, Landlord may require me to perform, without first demanding the Tenant perform.

6. **No jury trial** ***I give up my right to trial by jury for anything related to the Lease or this Guaranty.***

7. **Changes** Landlord and Guarantor must sign a written agreement to change this Guaranty.

Signatures GUARANTEED BY: ..... WITNESS: .....