

1414 W. Oxford St.
Philadelphia, PA 19121
(P) 215-825-3344 | (F) 215-825-8486
rentcampus@gmail.com
M – F 9:00am – 6:00pm



PENNSYLVANIA PLAIN LANGUAGE APARTMENT LEASE Notice to Tenant: This Lease contains waivers of consumer rights. If you do not meet your Lease obligations, you may lose your security deposit. You may also be evicted and sued for money damages. By signing this Lease, you are waiving certain important rights.

The Landlord and Tenant agree to Lease the Apartment on the following terms:

TODAY'S DATE:

LANDLORD: Rent Campus
1414 W Oxford St
(Monthly rent should be sent to this address)

ADDRESS: 648 N New St, Bethlehem, PA, 18018

TENANT/S: Richard William Valliere

LEASE DATE:	TERM: month to month	LEASE TERM RENT:\$5,490
	BEGINNING:	MONTHLY RENT: \$495.00
	ENDING: 07/31/2013	SECURITY DEPOSIT: \$495.00

List of utilities or other charges the landlord or the tenant will pay:

	<u>Landlord Pays</u>	<u>Tenant Pays</u>	<u>Not applicable</u>
Electricity		X	
Gas		X	
Water & Sewer	X		

PAYMENT SCHEDULE

	<u>Amount</u>	<u>Date Due</u>	<u>Date Paid</u>	<u>Amount Paid</u>	<u>Balance Due</u>
A. Security Deposit					
Held by: <u>landlord</u>					
B. First Month's Rent					
C. Last Month's Rent					

Total amount received to date of this agreement:

Total amount due:

FURNISHINGS INCLUDED UPON MOVE-IN:

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Land

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-Stove

-Oven

-Refrigerator

AFTER THE SIGNING OF THIS LEASE:

- All of the future payments shall be made out to the landlord, as written above.
- RentCampus Online, Inc. is no longer responsible for any actions between the tenant(s) and the landlord under any circumstance.



Use. The Apartment must be used only as a private residence of the Tenant. Only a Tenant named above may use the Apartment.

1. **Failure To Give Possession.** Landlord shall not be liable if it cannot give Tenant possession on the beginning date of the Term. Rent starts at the beginning of the Term unless Landlord cannot give possession (rent shall then be payable when possession is available). Landlord must give possession within a period not exceeding 30 days, or else Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant when possession is available. The ending date of the Term will not change.
2. **Rent, Added Rent.** The rent for each month must be paid on or before the first day of the month. Landlord does **NOT** need to give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent (and any partial month's rent) will be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. Whether or not stated as such, those other charges are considered "added rent." Added rent is due and payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.

All Rent shall be paid to (see Page 1):

Landlord Name:

Landlord Address:

3. **Late Charge.** In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Management, in addition to such payment or other charges due hereunder, a "late fee" in the amount of **10%** of payments due. And for each dishonored check, Tenant agrees to pay Management **FIFTY DOLLARS (\$50.00)**. If two checks are returned by the bank for non-sufficient funds, Management may require all future payments be made via certified check or money order. In the instance that one apartment is rented by multiple Tenants, each Tenant is only responsible for their portion of the rent, as was determined at the signing of the lease.
4. **Eviction.** If the rent called for in the RENT (Section 2) and/or the ADDENDUM hereof has not been received and accepted by the **5th** day of the month, then Management, at Management's sole option, shall automatically and immediately have the right to secure a Dispossessory Warrant and have Tenant, his/her family, guests, pets and possessions evicted from the premises. In addition, there will be a "3-Strike" policy in place, consisting of three written warnings. The Tenant's receipt of three written warnings, for whatever the reasons may be, is cause for the landlord to

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start eviction proceedings.

5. **Renewal.** If the tenant is NOT in default under this Lease agreement, the tenant may renew this lease for a further period of 1 year upon such terms and conditions and at such rental rate as may be mutually agreed upon. If the tenant wishes to exercise such right, he must give the landlord 3 months' notice prior to the expiration of this lease of his intention to do so. The tenant lease renewal is subject to the review and approval of the landlord.
6. **Notices.** Any bill, statement, approval, consent, permission or notice must be in writing. If to Tenant, it must be delivered, E-mailed or mailed to the Tenant apartment. If to Landlord, it must be mailed or delivered to Landlord's address. It will be considered delivered on the day mailed (or if not mailed, when left at the proper address). They must be given by (i) Certified or registered mail, return receipt requested or (ii) hand delivered with written receipt. Each party must accept and claim the notice given by the other. Landlord will notify Tenant if Landlord's address changes.
7. **Security.** Tenant gave security to Landlord in the amount stated above. Receipt of which is hereby acknowledged by Management, as security for any damage caused to the Premises during the term hereof.
- a. **Timing of Return of Security Deposit:** Within thirty (30) days after the termination of Tenant's Lease, or Tenant's surrender of possession of the Premises, whichever first occurs, and after all final utilities have been paid in full, Management will return Tenant's security deposit and any unpaid interest, less any allowed deductions. If any part of Tenant's security deposit is withheld, Management will notify Tenant in writing at the new address Tenant provides of any damages to the Premises and or unpaid bills for which Management claims Tenant is liable.
- b. Upon termination of the tenancy, and all monies due Management by Tenant have been paid, and Premises is not damaged, and Premises is returned in its original condition, and management is in receipt of copies of all paid final bills on all those utilities that are listed as the responsibility of the Tenant, as listed in the UTILITIES (Section 8) of this agreement, such Security Deposit, plus any accrued interest (if applicable), held by Management will be returned to the Tenant(s)
- i. The payment of accrued rent, including any reasonable charges for late payment of rent specified in RENT (Sections 2) and LATE CHARGES (Section 3); the payment of the amount of damages which the Management has suffered by reason of Tenant's non-compliance or negligence, such as damages to property, misuse or abuse, neglect to notify landlord or malfunctions, yet not to include any reasonable wear and tear; or other damages or charges as provided in this Agreement.
8. **Utilities and Services.** Tenant shall be responsible for arranging for the activation, transfer and payment for the following utility services required on the premises, if applicable: Electric (PECO), Gas (PGW).

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Management shall be responsible for arranging for the following utility services:

- Water/Sewer, Security, Trash Removal. The tenant may also elect to arrange for and pay for other utilities/services (such as Phone, enhanced Cable TV, Wireless Internet, Cable TV, etc.), with landlord consent.

9. Damages.

- a. **Damages.** Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the Apartment or the Building can safely carry. Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs or changes, until the work is complete. If there is a dispute as to whether an appliance was subject to harmful Tenant act or neglect or was reasonably used, the decision shall be made by an impartial third party.
- b. **Damage To Premises.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Management and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Management refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Management shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Management exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Management as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
- c. **Damage To Tenant Property.** Management shall not be liable for damage to Tenant's property of any type for any reason or cause whatsoever, except where such is due to Management's gross negligence. Tenant acknowledges that he/she is aware that he/she is responsible for obtaining personal property and liability insurance for fire, theft, liability, etc. covering tenant as well as any family and guests visiting the property. Policy must include at least \$300,000 for bodily injury and property damage and must be in full force during the entire term of the Lease. The Tenant's property and liability insurance policy must also name Management as "Additional named insured" and tenant must provide Management a copy of the Insurance Certificate. This is generally a no /low cost option.

Alterations. Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built in" decorations, partitions, railings, or to make alterations or to paint or wallpaper the Apartment. Tenant must not change or impair the plumbing, ventilating, and air conditioning, electric or heating systems. If consent is given, the alterations and installations will become the property of Landlord when completed and paid for. They will remain as part of the Apartment at the end of the Term. However, Landlord may demand that Tenant remove the alterations and installations before the end of the Term.



If

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Landlord wants them removed, Landlord will give Tenant at least 15-days' notice before the end of the Term. Tenant will comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease. If a lien is filed on the Apartment or Building for any reason relating to Tenant, Tenant must immediately pay or bond the amount of the lien within 20 days. If not, Landlord may pay or bond the lien. Landlord's costs shall be added rent.

10. Maintenance and Repair. Except for the obligations of Tenant as set forth herein, the Landlord agree to maintain the Premises in such a manner as to comply with all state and local codes, statutes, ordinances, and regulations governing maintenance, operations and use of the Premises. The Landlord agrees to maintain the roof, doors, floors, steps, common area porches, exterior walls, ceilings, foundations, and all other structural components of the Premises and the building in which the Premises are located in good repair and good working order. Tenants shall maintain the Premises at all times during the Term in the same condition as on the Commencement Date, reasonable wear and tear excepted. Tenants agree to notify the Landlord immediately upon first discovering any signs of any building problems, such as a crack in the foundation, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, or a leaky water heater. Landlord must give Tenant(s) 24 hours notice of systems, such as water or electricity, which need maintenance or are to be suspended. If the Tenant informs the Landlord of the same such system suspension or needed maintenance, the notice given will serve as the 24 hours notice, and no future notice is necessary.

11. Fire, accident, defects, damage. Tenant must give Landlord immediate notice of fire, accident, damage, or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable (as long as not caused by Tenant). If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. If the Apartment or Building is damaged by fire or other casualty, Landlord may cancel the Lease. If Landlord decides to cancel, Landlord will notify Tenant within 30 days of the fire or casualty. If not, Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to 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 the fire or other casualty is caused by an act or neglect of Tenant (or Tenant's family, employee, guest or invitee), then all repairs will be made at Tenant's expense. However, Tenant must still pay the full rent with no adjustment the cost of the repairs will be added rent. If Landlord repairs, Landlord is never required to repair or replace any fixtures, furnishings, personal property or decorations, but only equipment that is originally installed by Landlord. If canceled, the Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice, and pay all rent due through the date of the fire or casualty. The cancellation does not release Tenant of liability in connection with the fire or casualty.

12. Liability.

- a. Landlord shall not be liable to Tenants and Tenants hereby release said parties, for any death, personal injury, or damage to property on the Premises from any cause whatsoever unless such death, injury, or damage is the result of the gross or willful misconduct of Landlord. Notwithstanding the foregoing, Landlord shall not liable to Tenants for any loss or damage to property, whether or not the result of the gross negligence or willful misconduct of Landlord, to the extent that Tenants would be covered by insurance that Tenants are required to carry hereunder. Tenants shall and do hereby indemnify and hold Landlord harmless from and against any and all claims, liability, and expenses (including attorney's

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fees) in connection with any death, personal injury, or damage to property in or about the Premises or arising out of the use or occupancy of the Premises by Tenants or their invitees or contractors, unless such loss, injury, or damage was caused by the gross or willful misconduct of Landlord.

Notwithstanding anything to the contrary contained in this Rental Agreement, it is expressly understood and agreed by Tenants that none of the Landlord's covenants, undertakings, or agreements are made or intended as personal covenants,

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undertakings, or agreements by Landlord

or its partners, shareholders or trustees, or any of their respective partners, shareholders, or trustees, and any liability for damage or breach or nonperformance by Landlord, its agents or employees or for the negligence of Landlord, its agents or employees, shall be collectable only out of Landlord's interest in the building in which the Premises is located and no personal liability is assumed by, nor at any time may be asserted against, Landlord or its partners, shareholders, or trustees, or any of its or their partners, shareholders, or trustees, officers, agents, employees, legal representatives, successors or assigns, if any; all such liability, if any, being expressly waived and released by Tenants.

13. Indemnification. Management shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Management harmless from any and all claims or assertions of every kind and nature. Tenant agrees to release Management from liability for and agrees to indemnify Management against losses, incurred by Management as a result of (a) Tenant's failure to fulfill any condition of this agreement; (b) any damage or injury that occurs in or about the residence or premises to Tenant, Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against the premises as a result of Tenant's action.

14. Entry by Landlord, signs. The Landlord recognizes that Tenants have a right to privacy and wish to observe that right scrupulously. At certain times, however, the Landlord, its employees or agents may have the gain access to the Premises for purposes of showing it to prospective tenants, purchasers, lenders, or others for repairs, inspections, or maintenance. When seeking access under ordinary circumstances, the Landlord will schedule entry between the hours of 8am and 6pm, Monday through Saturday, excepting holidays, and the Landlord will provide Tenants with 24 hours notice or less than 24 hours notice with Tenants' concurrence. In emergencies, there will be no notice and no time restrictions.

Landlord may place "for sale" or "for rent" signs on the Apartment or Building.

15. Assignment and Sublease. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Management. Consent by Management to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Management or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Management's option, terminate this

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Agreement

- 16. Subordination and Atonement.** This rental agreement and Tenants' rights hereunder are subordinate to all existing and any future financing, loans or leases on the Premises and/or the building in which the Premises are located. Within FIFTEEN (15) days of a written request for same, Tenants shall execute any and all documents requested by Landlord to confirm the provisions of this Section. In the event Tenants fail to so execute said documents, Tenants hereby authorize and appoint Landlord as their attorney-in-fact to execute such documents on Tenants' behalf.
- 17. Condemnation.** "Condemnation" means that a legal authority can take the Apartment, Building or land by paying Landlord. If all of the Apartment, Building and land are taken, the Term and Tenant's rights shall end when the authority takes title. If any part of the Apartment, Building or land is taken, Landlord may cancel this Lease on notice to Tenant. The cancellation date will be at least 30 days after the notice. If the Lease is canceled, Tenant must deliver the Apartment to Landlord on the cancellation date, together with all rent due to that date. The entire payment for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the payment Tenant shall not make a claim for the value of the remaining Term, or for Tenant's interest in the Lease.



Construction or Demolition. Construction or demolition may be performed in or near the Building. This shall not affect Tenant's obligations in this Lease, even if it interferes with Tenant's ventilation, view or enjoyment of the Apartment. If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this Lease by giving six (6)-months' notice to Tenant.

- 18. Common Areas, Sidewalks, Steps, Terraces and Balconies.** The Apartment may have common areas, such as a laundry room, side yard, or staircase, as well as sidewalks, steps, a terrace or balcony. The terms of this Lease apply to the common areas, sidewalks, steps, terrace and balcony, and they are considered part of the Apartment. The Landlord may make special rules for the common areas, sidewalks, steps, terrace, and balcony. Landlord will notify Tenant of such rules. Landlord must keep the common areas, sidewalks, steps, terrace and balcony clean and free from snow, ice, leaves and garbage. The Landlord 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, in common areas, or on sidewalks, steps, terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense. Tenant is responsible to keep the common areas, as well as sidewalks, steps, terrace and balcony in good repair, and in clean and livable condition.

- 19. Tenants' Default.** Tenants shall be in breach of this Rental Agreement if Tenants fail to make any payments of Rent within FIVE (5) days of when due or fails to comply with any other provision of this Rental Agreement. If Tenants breach this Rental Agreement:

- Tenants must immediately pay all Rents for the balance of the Term and Landlord may sue for this rent;
- Landlord may terminate this Rental Agreement;
- Landlord may evict Tenants;

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- d. Landlord may release information about Tenants payment history to other area Landlords;
- e. Landlord may sue Tenants to collect, and Tenants hereby agree to pay, any monies due including, but not limited to, any legal fees and costs to enforce the terms set forth herein;
- f. Landlord may exercise any one or more of its other remedies available at law or in equity; and/or
- g. Tenants must pay Landlord's cost of enforcing this Rental Agreement including any legal fees, whether or not suit has begun, as additional rent.

20. Tenant's Duty to Obey Laws and Regulations. Tenant must, at Tenants expense, promptly comply with all the laws, orders, rules, requests and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant will promptly deliver to Landlord notices from any authority or group. Tenant will not do anything to increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

- a. **Tenant's default the following are not the only rights and remedies. They are in addition to those provided or permitted by law.** If Tenant's application for the Apartment contains any material misstatement of fact that is a default.
- b. If (1) the Lease is terminated; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment; or (4) the Term has ended; or (5) Tenant has defaulted in any obligation under this Lease, Landlord may, in addition to other rights and remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Tenant and any person or property, (b) use eviction or other lawful method to take back the Apartment and (c) sue for money damages.
- c. If this Lease is terminated, or Landlord takes back the Apartment, the following takes place:
 - i. Rent and added rent for the unexpired Term becomes due and payable at once.
 - ii. Landlord may re-rent the Apartment and anything in it. The re-renting may be 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 feels needed to put the Apartment in good repair and to prepare it for renting. Tenant remains liable and is not released except as provided by law.
 - iii. Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and last to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

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- iv. From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease. Money received by Landlord from the next Tenant (other than the monthly rent) shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. If Landlord relets the Apartment,

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the fact that all or part of the next Tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next Tenant's rent. Tenant must continue to pay rent, damages, losses and expenses, without offset.

- d. Tenant will pay Landlord all reasonable costs and expenses Landlord incurs to enforce this Lease. This includes attorney's fees and court costs.

21. No Waiver, Illegality. In the event that any provision of this Rental Agreement is found to be contrary to any local, state, or federal law, said provision shall be considered null and void, just as if it had never happened in this Rental Agreement, and said provision shall not affect the validity of any other provision in this Rental Agreement. Should Landlord or Tenants waive their right to enforce any breach of this agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although the Landlord may know when accepting Rent that Tenants are violating one or more conditions set forth herein, the Landlord in accepting Rent is in no way waiving its right to enforce the breach. Neither Landlord nor the Tenants shall have waived their rights to enforce any breach unless they agree to a waiver in writing.

22. Rules. The Tenant's and any of their guests, right to occupy the premises are conditioned on full compliance with the following conditions, rules and regulations. Any non-compliance shall be a breach of the terms and conditions of this lease. Without limiting the generality of the foregoing, Tenant shall:

- a. Not allow any smoking by any means (i.e., cigarette, cigar, pipe, etc.) either by tenant / co-tenant or their guests,
- b. Use carefully any electrical, plumbing, heating, ventilation or other facilities or appliances on the property; Do not produce any open flames, fires, or use gas or kerosene operated heating appliances, Not allow kegs nor illicit substances on the Premises at any time (violation of this rule will result in the forfeiture of the Lease and violators will be held liable for the remaining term of Lease payments due),
- c. Not obstruct or destroy the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only, a fine will be imposed on any tenant living in the building
- d. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- e. Not obstruct or cover the windows or doors (except for appropriate window treatments);
- f. Maintain the premises in a clean, safe, and orderly manner,
- g. Not leave windows or doors in an open position during any inclement weather; or while heating and/or air conditioning systems are in operation,
- h. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- i. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Management;
- j. Keep all air conditioning filters cleared, and clean and free from dirt; replacing the filters at minimum every two (2) months,
- k. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

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- l. And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents or neighbors;
- m. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents or neighbors;



- n. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore in a timely manner and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the interior or exterior of the premises, or within the common elements. All trash is to be disposed of in accordance with City of Philadelphia and/or Landlord trash disposal requirements, including recycling; Abide by and be bound by any and all rules and regulations affecting Temple students which may be adopted or promulgated by the Temple University Code of Conduct.
- o. Not harbor pets on premises without the written consent of management.
- p. Landlord should be notified immediately of any repairs needed,
- q. Tenant should not install a satellite or any service that requires wiring without written permission of Landlord
- r. Possess a waterbed or fish tank unless written consent is obtained by Landlord and Tenants Renter's insurance

23. Inspection Of Property. Management and Management's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof, having provided reasonable notice, to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Management for the preservation of the Premises or the building. Management and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within sixty (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, which do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. Management may enter the premises at any time to protect life and prevent damage to the property.

24. Representations, Changes In Lease. Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

25. Landlord Unable to Perform. Landlord may be delayed or unable to: (a) carry out Landlord's promises or agreements, (b) provide any service or utility required to be provided, (c) make any required repair or change to the Apartment or Building, or (d) supply any equipment or appliances required to be supplied. Tenant's obligations are not affected if that results 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.

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26. Animals. Animals, birds or pets of any kind shall not be permitted inside the residential unit or on the property at any time without the prior written approval of Management. Dangerous animals of any kind are not permitted inside the residential unit or on the premises under any circumstances.

27. End of Term. At the end of the Term, Tenant must leave the Apartment clean and in good condition, subject to ordinary wear and tear. Tenant will remove all of Tenant's property, installations, alterations and decorations. Tenant will repair all damages to the Apartment and Building caused by moving. Tenant will restore the Apartment to the same or better condition as at the beginning of the Term.

28. Failure to Enforce. If Management fails to enforce any instance of non-compliance or violation of the terms of this agreement it shall not be considered a waiver of the right to enforce that non-compliance or violation.

Abandonment. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Management may, at Management's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Management may, at Management's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Management's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such



period realized by

Management by means of such reletting. If Management's right of reentry is exercised following abandonment of the Premises by Tenant, then Management shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Management may dispose of all such personal property in any manner Management shall deem proper and Management is hereby relieved of all liability for doing so.

29. Attorney's Fees. Should it become necessary for Management to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

30. Recording Of Agreement. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Management's option, terminate immediately and Management shall be entitled to all rights and remedies that it has at law or in equity.

31. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Pennsylvania.

32. Binding Effect. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

33. Non-Waiver. No indulgence, waiver, election or non-election by Management under this Agreement shall affect Tenant's duties and liabilities hereunder.

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- 34. Modification.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. Addendum 1, pertaining to rent payment and Addendum 2 pertaining to Rental Rules, are attached herein and are considered an integral part of this agreement.
- 35. Furnishings.** If the Apartment is furnished, the furniture and other items are accepted as is. If an inventory is supplied, each party shall sign a copy. At the end of the Term, Tenant shall return them clean and in good order and repair. Tenant is not responsible for ordinary wear and tear.
- 36. Broker.** Tenant states that no broker assisted with leasing the Apartment, except the Broker named in the heading of this Lease. Tenant will pay Landlord any money Landlord may spend if this statement is incorrect.
- 37. Fair Housing.** In accordance with the law, this property is offered without respect to race, color, sexual orientation, religion, sex, marital status or national origin of tenant.

Lead-Based Paint. "EVERY TENANT OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE DISCLOSE TO THE TENANT THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. A COMPREHENSIVE LEAD INSPECTION OR RISK ASSESSMENT FOR POSSIBLE PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE." The paragraph above means within ten (10) days from the final signing of



this lease, the

- a. tenant can pay for a complete lead inspection and risk assessment of the rental property by a certified lead inspector. If the inspector reveals that lead-based paint or lead-based hazards are present in the rental property, the tenant has: Two (2) business days after receiving the report to end this lease; and
 - b. Get back all rents and security deposits paid to the landlord.
 - c. If the tenant does not end this lease within (2) days after getting the report, the tenant gives up the right to get an inspection or end this lease.
- 38. Mold and Mildew.** You acknowledge that it is necessary for you to maintain appropriate climate control, keep your dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. You agree to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings, and other surfaces as soon as reasonably possible. You agree not to block or cover any heating, ventilation or air-conditioning ducts. You also agree to report immediately writing to us: (i) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common areas; (ii) any evidence of mold that cannot be removed with a common household cleaner, (iii) any

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failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. You further agree that you shall be responsible for damage to the dwelling unit and your personal property as well as injury to you and all occupants of the dwelling unit resulting from your failure to comply with the terms of this Mold Addendum. If you or any occupant any rule or provision of this Mold Addendum (Based upon our judgment) it shall be considered a material default under the terms of the Lease Contract. Upon written from us, you must immediately comply with all rules and provisions of this Mold Addendum. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorneys' fees to the extent allowed by law. You and all tenant under the Lease contract are fully responsible and liable for the entire amount of all cleaning expenses incurred by us to remove mold from the dwelling unit as well as all damages to the dwelling unit caused by mold. We—not you – will arrange for these services. If a part or parts of the dwelling unit cannot be satisfactorily cleaned or repaired; you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

43. **Drug Free Housing.** Resident, any member of residents' household, or guest or other person under the resident's control shall not engage in criminal activity, including drug related criminal activity, on or near project premises. "Drug Related Criminal Activity" means the illegal manufacturer, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- Resident, any member of the resident's household, or guest or other person under the resident's control ***shall not engage in any act intended to facilitate criminal activity***, including drug related criminal activity, on or near project premises.
 - Resident or members of the household ***will not permit the dwelling unit to be used for, or to facilitate, criminal activity***, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
 - Resident or member of the household will not engage in the manufacturer, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
 - Resident, any member of the resident's household, or a guest or other person under the resident's control ***shall not engage in acts of violence or threats of violence***, including, but not limited to, the unlawful discharge of firearms, on or near project premises.

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VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.

A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination to the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

If Landlord or Tenant gives notice of lease non-renewal, and Tenant fails to vacate the Premises at the end of the term, Rent will continue to be charged at twice the Rental Agreement rate until Tenant(s) turn in all keys.

Signatures, both the Landlord and Tenants, are in effect as of the date marked below, and the lease is considered in effect when Tenant receives a copy signed by all parties. If more than one Tenant signs this Lease, their liability will be joint and several, meaning that each is fully responsible for performing all obligations, and for all payments, charges, late fees, etc.

Agreed as to Tenant:

1. TENANT ("Tenant"):

Sign: _____ Date: _____

2. TENANT ("Tenant"):

Sign: _____ Date: _____

3. TENANT ("Tenant"):

Sign: _____ Date: _____

Agreed as to Management:

MANAGEMENT ("Landlord"):

Sign: _____ Date: _____

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INFESTATION ADDENDUM

Apartment Community:

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

- a. Time Notice & Cooperation are critically important to eliminating a pest infestation, and you agree to immediately report to Management orally and in writing any pest infestation you discover, identifying the location of such infestation within the Apartment or Apartment Community.
- b. Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and you agree to keep the Apartment, including without limitation the closets, in a clean and orderly state at all times.
- c. Used Articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you agree not to use or store second-hand items in the Apartment without first having a licensed exterminator certify that such items are pest free.
- d. Vinyl Mattress Covers may in certain situations be helpful to combating or preventing pest infestations, and you agree to continuously use a vinyl mattress cover on all mattresses in the Apartment, if we ask you to do so.
- e. Immediate and Continuous Access may be required to address a pest infestation, and you agree to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.
- f. Remediation methods will be determined by us, in our sole discretion, and you authorize us to dispose of infested furniture and clothing articles, unless you immediately remove such items from the Apartment Community, without reimbursement to you, and you waive any right you might have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation.
- g. Relocation may be required during a period of pest infestation and remediation of the Apartment or of another apartment within the apartment community. We may choose to relocate you to another apartment, to another comparable facility, or to temporary reasonable housing.
- h. Payment of Rent is not discretionary, and during the period of pest infestation and the abatement of same, whether or not you continually occupy the Apartment, you cannot stop payment of or reduce Rent.

We will not be responsible for any injuries or damages to you or any other person that result from a pest infestation, and you agree for yourself and all other parties to release and indemnify us in accordance with Section 15 of this Lease. You understand and acknowledge that you are responsible for reimbursing us for all remediation cost and expense resulting from your failure to comply with this Infestation Addendum.

Management, as Agent for Landlord

Date

Resident

Date

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Resident

Date

Resident

Date

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UTILITIES ADDENDUM

To: Resident's Name(s):

Date:

Apartment Full Address:

I/We hereby understand and agree that, it is my/our responsibility to have the Electric & Gas (if applicable) in Apartment turned on in my/our Name(s), on or before ____/____/____. Service for Electric and Gas.

In addition, if any money is owed to **Agent for Landlord** for any utility cost, by me/us, appertaining to the said apartment, on any basis, then, I/We understand and agree that the said amount will be billed as additional rent and thereby become due and payable and this agreement is subject to all the terms, conditions, and covenants of the Lease Agreement.

Tenant's Signature: _____

Date: _____

Tenant's Signature: _____

Date: _____

Tenant's Signature: _____

Date: _____

_____: _____

Date: _____

Agent of Landlord

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GUARANTY OF LEASE

In this guaranty, only the words, “I”, “me”, and “my” mean the person who signs below as Guarantor and is either a parent, legal guardian or indemnifier of the Tenant. The words “you” and “your” mean Landlord. The word “Lease” means the “Lease” for _____ entered into by _____ as “Tenant”.

Guaranty – I absolutely and unconditionally guarantee to you the full prompt payment of all rent, additional rent, and any and all other sums, charges and obligations payable by Tenant under the Lease. I understand and agree that if default shall at any time be made by the Tenant in the payment of any such rent or of the covenants, terms or conditions or agreements in the Lease, I will pay within 10 days of notification from you such rent and other sums and charges to you, and/or perform and fulfill all of such terms, covenants, obligations, conditions and agreements, and will pay you all damages and expenses, including your attorney’s fee, that may arise in consequence of any default by the Tenant under the Lease or by the enforcement of the Guaranty.

I fully understand that this Guaranty is an absolute and unconditional guaranty of payment and performance. If you sue to collect this Guaranty, I will pay all court costs, attorney’s fees, and collections costs allowed by law.

This Guaranty will bind my heirs, executors, administrators, and successors. I hereby agree that you may perform a credit check on me. I, the undersigned Guarantor have executed this Guaranty of payment, this _____ day of _____, 2012.

_____ Guarantor Signature of	_____ Guarantor Signature of	_____ Guarantor Signature of
_____ Print Name	_____ Print Name	_____ Print Name
_____ Address	_____ Address	_____ Address
_____ Telephone Number	_____ Telephone Number	_____ Telephone Number

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