RESIDENTIAL LEASE AGREEMENT
FALL 2027 – SPRING 2028- **FURNISHED**

Section 1. Parties - Agreement made this _____ day of _____2026___, by and between JLT Associates LLC, hereinafter referred to as "Landlord ", and hereafter, jointly and severally, referred to as "Tenant".

Section 2. Leased Premises - Landlord hereby leases to Tenant "the premises" located at 451 W. Main Street, Kutztown Borough, Berks County, Pennsylvania.

> **Landlord's shed and a small utility room are excluded from Lease**- The landlord maintains an 8x14 shed on the premises to store the lawn equipment, snow removal equipment and general property maintenance equipment, tools and supplies necessary to service the property. The shed is protected by a security system which alerts the Landlord of any unauthorized entry. Additionally, a small 6x7" utility room is located on the first floor, adjacent to the large mudroom. This room is used to store temperature and moisture sensitive maintenance materials such as paint, caulk, grout, joint compound and other related materials necessary to maintain the property. Each tenant signing this lease understands that **NO ACCESS TO THE SHED OR USE OF THE SHED OR UTILITY room IS BEING OFFERED OR PROVIDED FOR IN THIS LEASE.** The landlord has exclusive access to the shed and utility room. Tenants are exclusively prohibited from entering into those spaces, removing equipment or property from them, or placing any personal property into them without prior express communication with and permission from the landlord.

Section 3. Tenant's Acceptance of Property - Neither the Landlord nor its Agents have made any representation with respect to the rental except as expressly set forth herein, and no rights are acquired by the Tenant by implication or otherwise except as expressly set forth in this lease. The taking of possession of the leased premises by the Tenant shall be conclusive evidence that the Tenant inspected the premises and the leased premises were in good, safe, clean, and tenantable condition at the time of possession.

Tenant agrees to make immediate notification to the Landlord if he or she discovers any safety hazards, inoperable systems or damaged fixtures or equipment during the move-in process. Each discrepancy shall be made in writing and include a brief description of the problem when forwarded to the Landlord. Any notification required by this section should be made as soon as practical, but should be made no later than the end of the same day on which the discrepancy is discovered. Upon receiving notification of any repairs necessary to remedy safety hazards or property function, Landlord shall make all necessary repairs or make arrangements to have those repairs made by a professional company as soon as practical following the commencement date of this lease agreement. Discrepancies associated with this section of the lease shall be attached to this lease agreement if and when they occur.

Section 4. Term - The term of this lease shall begin at 12:01 AM on August 16, 2027 and end at 12:00 Noon / 1200 hours on Saturday, May 8, 2028, or the last official day of the spring semester, whichever is later; unless sooner terminated as provided herein. As of 09/29/2026, Kutztown University has not published the 2027-2028 Academic Schedule. The date of May 08 is the projected May Commencement date for undergraduate students and provides tenants with an additional day of living on campus, compared to the residence halls on campus, which is projected to end on Friday, May 07th.

Section 5. Definition of "Furnished" - The term "furnished" as it appears in this lease agreement shall mean the following with respect to each tenant's bedroom: One "full" sized bed frame and mattress, one desk, one dresser and one desk chair will be provided by the landlord for the tenant's use throughout the duration of the rental term. Bedroom#3 will not include a dresser because it has a built in closet.

Each tenant signing this furnished lease agreement has requested to have their bedroom furnished with the above said items of furniture unless otherwise agreed to with the Landlord.

Section 6. Rent - The total basic rent for the lease term shall be Thirty Seven thousand dollars ($37,000) where each tenant is individually responsible for their portion of the rent. The annual rent for each tenant signing this furnished lease agreement shall be Seven Thousand, four Hundred dollars ($7,400.00). Rent shall be paid in two (2) installments of $3,700.00. The first payment is due on move in day prior to the start of the fall semester at Kutztown University and second payment shall be due two (2) weeks before the beginning of the Spring Semester, unless coordinated in writing with the Landlord in advance. All rent shall be payable without prior written notice or demand at the office of the Landlord located at 1883 Alamingo Drive – Front Office in Quakertown, PA 18951 or such other place as Landlord may from time to time designate by notice in writing. Please make checks payable to JLT ASSOCIATES LLC. If rent is not paid within 15 days of the due date, the Tenant will pay the Landlord a late fee of 1.5% of the outstanding balance per month.

Section 7. Tenant Utility Charges - The Tenant shall pay or cause to be paid all charges for air conditioning, electricity, trash / recycling removal, water, sewer, telephone, cable or any other communication or utility service used or rendered or supplied to the premises throughout the term of this lease the Landlord has not specifically agreed to pay in section 8 of this lease, and to indemnify the Landlord and save it harmless against any liability or damage on such account. Tenants may obtain all information needed for transferring utilities through Kutztown Borough Utilities office - (610)683-6131

Section 8. Landlord's Utility Expenses -

8.A. – Heating Oil: Throughout the term of this lease, the Landlord shall pay or cause to be paid the charges for the first one thousand five hundred dollars ($1,500) of fuel oil used for heating. The fuel oil tank at the property is equipped with a smart / digital, wireless monitoring gauge. This gauge allows the landlord to remotely check the level of fuel oil in the tank to plan for and forecast fuel/oil orders and to evaluate fuel oil consumption and daily usage / trends.

8.B. – Internet Service: The Landlord will pay for basic internet service for the property, including router rental. Basic Internet service speed is defined as a speed of 300MB per second. If tenants are interested in higher speed internet service at the property and higher speed service is available during the lease term, the tenant(s) will be responsible for any increases in service costs above the 300MB per second rate agreed to by the landlord.

Section 9. General Utility requirements / Service terms – The tenant agrees that the landlord has the right to temporarily turn off any utility or other service to the leased premises in order to make necessary repairs or to perform maintenance that requires those systems to be turned off / deactivated.

Installation of Window Mounted / Vented Air Conditioning Units: Tenants shall ensure that any air conditioning unit installed or vented through a window is installed correctly to prevent the water it produces from collecting against the house and causing damage to the structure around the window.

Removal of Window Mounted / Vented Air Conditioning Units: Between November 1st through April 1st, Window AC units that do not also have a heat mode must be either covered and insulated or removed during the winter while the heat is on. Heat will be lost through window ac units which causes cold spots in the room and / or house. This results in higher heating oil usage costs to the landlord over the winter to replace the continuous loss of heat.

A charge of $75.00 will be assessed to a tenant who fails to remove a window AC unit that does not have a heating function / mode for the entire winter period without covering or insulating around it.

Windows not to be left open for extended periods of time during the heating season:
During the heating season, November 1st through April 1st, it is mandatory that the tenant keep all windows closed due to recent sharp rises in the cost of heating oil. If at any time during the period of November 1st through April 1st the tenant is found to have left any windows open for an extended period of time ***while the heater is running,*** the tenant shall be responsible for the observed costs of any increase in the quantity of heating oil used for that period, regardless of whether or not the total property usage of heating oil has or has not reached the $1,500 limit that the landlord has agreed to pay for.

An extended period of time shall be defined as more than 30 minutes.

Excessive Utility Usage: In the event that a monthly utility bill is significantly higher than the average amount for use of the utility and the increased utility bill is a result of the tenant's negligence in either failing to notify the landlord of a problem or failing to take reasonable steps to fix the problem, then the tenant shall be responsible for the difference of the increased monthly utility bill over the average amount of the monthly utility bill. As an example, and not in limitation to any other utilities, should the tenant fail to notify the landlord of a running toilet that causes a higher than normal water/sewer bill, the tenant will be responsible for the difference between the actual bill and the average monthly bill.

The landlord may, on a case-by-case basis, choose to waive the provisions of this paragraph, provided that the landlord is provided with any information requested.

Section 10. Security Deposit - The Tenants agree to deposit with the Landlord Two thousand dollars ($2,000) as security for Tenant's full and faithful performance of all terms of this lease. Each tenant is expected to post an equal share of the security deposit, with an amount of $400 per tenant if being rented by 5 tenants. The Landlord shall return such sum when this lease expires if the Tenant has fully and faithfully carried out all of its terms. Each Tenant shall be entitled to receive no more than that tenant contributed to the total security deposit.

The landlord may use security deposit funds to pay for any damages caused by the tenant, the tenant's family members and the tenant's guests who visit the property. In no event shall the Landlord be required to apply the deposit on rents or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by the tenant. Application of the security deposit sum to the arrears of rental payments or damages shall be at the option of the Landlord, and the right to possession of the premises by Landlord for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit.

The security deposit is to be returned to the Tenant when this lease is terminated according to the terms of this lease, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the

Landlord by reason of any breach of the terms and conditions of this lease by Tenant. In no event is the security to be returned until Tenant has vacated the premises and delivered possession to the Landlord by removing all of the tenant's personal belongings, furniture and/or other property from the premises. Upon the Tenant vacating the premises and delivering possession to the Landlord, the Landlord will return the balance of the security deposit to the Tenant within thirty (30) days and provide the Tenant with a written list of deductions for damages and unpaid rent. The Tenant agrees to give the landlord a written forwarding address when vacating the premises at the end of the lease. The return of any remaining security deposit to Tenant and / or accounting of amounts charged against/from the security deposit to cover damages is contingent upon the Tenant providing the Landlord with a valid forwarding address in writing as required in this section.

In the event that the Landlord repossesses the premises because of a default of the Tenant or because of a failure by Tenant to carry out the terms and conditions of this lease, Landlord may apply the security deposit on all damages suffered to the date of repossession and may retain the balance of the security deposit to apply on damages the may accrue or be suffered hereafter by reason of the default or breach of Tenant. If there is a bona fide sale of the property of which the leased premises are a part to a party other than the Tenant, the Landlord may transfer to the purchaser the security to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

The Tenant agrees that their portion of the security deposit is automatically forfeited if the Tenant fails to abide by the No Pets provision contained within this lease agreement.

PROCEDURE TO BE FOLLOWED BY THE LANDLORD REGARDING SECURITY DEPOSIT DEDUCTIONS:

- When damage to the premises is caused by a single tenant, or some; but not all of the tenants:
    - The tenant(s) who have not caused the damage are encouraged to notify the landlord of the damage that has occurred, how it occurred and which specific tenant(s) are/were responsible for causing it.
        - The above said notification should be made in writing to the landlord.
        - It should contain approximate dates, times and detailed circumstances known to each tenant in order to provide the landlord with a clear understanding of which tenants are responsible and just as importantly, why the remaining tenants are not responsible.
    - The landlord is required by this lease agreement to return any security deposits less charges for damages / maintenance & repairs within 30 days after the premises is vacated after the term of the lease.
    - Failure to notify the landlord of the information above within the 30 day period after the premises is vacated will result in the landlord deducting 1/5 of the amount of the costs to repair any damage to the premises to each individual tenant's security deposit

- For example; if $250.00 of damage is caused to the unit by one tenant only:
    - If tenant#1 causes the damage, but the remaining tenants (#2 - #5) ***DO NOT*** notify or are not willing to notify the landlord that the damage was caused exclusively by tenant#1, a $50.00 charge will be assessed to each tenant's security deposit prior to returning the remaining balance to each tenant and the remainder of the security deposit would be returned to each tenant.
    - If tenant#1 causes the damage and the remaining tenants (#2-#5) ***DO*** notify the landlord that the damage was caused by tenant#1, a $250.00 charge would be assessed to tenant#1's security deposit and tenants 2-5 would not have their security deposit affected by the damage caused by tenant#1.
    - If after the 30 day period passes in the example above, and after the landlord has already finished processing the return of each tenant's security deposit and mailed the return checks and statements explaining any deductions, the landlord receives notification that only a single tenant was responsible for causing specific damages that the other tenants were assessed for, no adjustments will be made. The tenants claiming not to be responsible for specific damages who are at this point attempting to cast blame on a single tenant after the 30 day period has passed must seek reimbursement personally from the tenant who they claim to be responsible for the events that led to a deduction of their security deposit.

Section 11. Use of Premises - The premises shall be used and occupied by Tenant exclusively as a private residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Tenant shall comply with all the sanitary laws; ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this lease.

Tenants are expressly forbidden to hold parties or gatherings in excess of a small, limited amount of people, or to in any way cause any breach of the peace, or to in any way disturb the surrounding neighbor(s)' quiet enjoyment of their property.

If at any time, the number of guests or people present or gathering at the property becomes so large that anybody goes to the bathroom or vomits outside of the house because they are unwilling or unable to wait to use the bathroom inside the house, then that shall be conclusive evidence that the gathering has become too large and that this section of the lease has been violated. Such behavior shall also be considered a disturbance of the surrounding neighbor(s)' quiet enjoyment of their property.

Tenants are expressly required to maintain the premises in a clean and sanitary fashion to forbid and remove any unsightly conditions on the premises, or to otherwise allow anything to detract from the premises current clean, orderly condition.

11.A. – Parking Lot: A paved, off-street parking lot is located behind the home along Saucony Alley and is exclusively available for use by the Tenants and Landlord. The parking lot contains 8 parking spaces and a sign stating that the parking lot is for 451 W. Main Street only and that all others will be ticketed and or towed at the owner's expense. Each Tenant signing this lease is allocated a single parking space and will be issued an identifying placard/sticker for their vehicle, which must be displayed and visible at all times while parked in the parking lot. The Landlord retains the rights to use and / or allocate the other three (3) parking spaces without further notice. Occasionally, the landlord may need to use one or sometimes all three of the remaining parking spaces while performing property maintenance or repairs to the property to provide parking for the landlord and any professional repair service personnel and vehicles such as plumbers or electricians as necessary. If additional parking is desired by any tenant or another person seeking use of the parking lot, the Landlord shall be contacted to work out an agreement / lease for any additional, available parking spaces. Any such requests which will be evaluated on a case-by-case basis.

During the move-in and move-out periods, the entire parking lot may be used by tenants and or family members and friends assisting with move-in activities.

UNAUTHORIZED VEHICLES WILL BE TOWED AT THE OWNER'S EXPENSE AND TRESPASSING CHARGES MAY BE PURSUED IN ACCORDANCE WITH PENNSYLVANIA VEHICLE CODE SECTION 3717.

Use of the parking lot is limited to vehicles owned by the tenants listed on this lease and in an operable condition. Inoperable vehicles are prohibited. Inoperable vehicles include but are not limited to vehicles elevated on jacks or jack-stands, vehicles that are not capable of moving under their own power, or vehicles with moderate to heavy damage to the extent where it would not be safe or lawful to operate on public roads

Tenant(s) shall not allow any friends, family members, classmates or acquaintances to park their vehicles in the parking lot during any school breaks, for any other extended periods of time, to use the parking lot in lieu of obtaining a parking permit from Kutztown University, or for long term storage or parking.

Section 12. Number of Occupants – **The property is only legally approved for five (5) residents**. Only the individuals listed on the last page of this lease agreement may occupy the premises, and should any other persons occupy the premises, it shall be considered a material default of this lease:

While the occasional overnight guest is understood, **TENANTS ARE EXPRESSLY FORBIDDEN TO ALLOW ROUTINE OVERNIGHT VISITORS OUTSIDE OF THE UNDERSTOOD OCCASIONAL OVERNIGHT GUEST, WHICH SHALL BE DEFINED AS NO MORE THAN 3 DAYS PER WEEK; WHICH IS LESS THAN 50% OF THE TIME.** The Kutztown Borough may consider any individuals staying overnight for more than the 3-day maximum limit per week (more than 50% of the time) as an additional resident, which the property is not approved for. If the Landlord discovers that an individual guest has stayed overnight more often than the above said limitations, both the individual guest and the tenant will be reported to the Kutztown Borough Code Enforcement Officer and may result in eviction due to the commission of a material default of this lease.

Section 13. Pets & Animals - No animals or household pets shall be allowed on or about the leased premises without the written consent of the Landlord. The entire security deposit will be automatically forfeited if the Tenant fails to abide by this section of the lease.

Section 14. Rules and Regulations - Tenant shall fully and faithfully comply with and observe the rules and regulations for the building of which the premises are a part of. The rules and regulations are attached at the end of this lease and are part of the terms of this document. Furthermore, tenant shall fully and faithfully comply with all additions or amendments to such rules and regulations hereafter made by Landlord and communicated to tenant by written notice given to tenant by Landlord. Landlord shall not be liable in any way for failure of any other occupant of the building or the premises who fails to comply with and observe such rules and regulations.

Section 15. Prohibited Uses - Tenant shall not commit or permit the commission of any acts on the premises nor use or permit the use of the premises in any way that:

A. Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the premises or the contents;

B. Will make it impossible to obtain fire or other insurance,

C. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force to hereinafter enacted, governing the premises;

D. Obstructs or interferes with the rights, of other tenants or occupants in the building where the premises are located or injuries or annoys them;

E. Constitutes the commission of waste- on the premises or the commission or maintenance of a public or private nuisance; or

F. Which will in any way violate any certificate of occupancy affecting the leased property.

G. TENANT SHOULD NOT SIGN THIS RESIDENTIAL LEASE UNTIL THE TENANT HAS READ AND FULLY UNDERSTANDS THE INFORMATION INCLUDED IN THE RESIDENTIAL LEASE.

Section 16. <u>Tenant Responsibilities</u> - Tenant assumes responsibility of payment for replacement or professional cleaning cost associated with the following items on Leased Premise. Tenant's security deposit may be applied toward the costs associated with replacing or repairing any of the below responsibilities that the Tenant(s) fail to replace or maintain or becomes damaged during the lease:

1. Any and all light bulbs – not to exceed the required wattage
2. Any and all batteries for remotes and smart lock mechanisms
3. Accidental or negligent discharge of fire extinguisher.
4. Damage to smoke detectors from removal of battery or from location
5. Clogged- toilets, sinks, bathtubs, showers, garbage disposals, dishwashing machines.
6. Any and all appliances from misuse, negligence or neglect including but not limited to stoves, ovens, cook tops, refrigerators, washing machines, dryers, toasters, sinks etc.
7. Excessive wear, stains or residue on carpeting, hardwood floors, or vinyl floors.
8. Damage to walls, ceilings, woodwork, and doors beyond normal wear and tear
9. Damage to heating or air conditioning units, controllers, thermostats, and parts.
10. Smoke Damage resulting from the indoor smoking of any substance including but not limited to tobacco, cigarettes, cigars, marijuana or the usage of electronic smoking devices including but not limited to vaping devices and e-cigarettes
11. Thermal damage to the property such as burn holes, burn marks, discoloration or staining that results from any indoor smoking activities including, but not limited to those activities listed in section 9 (14.9) above.

<u>Section 17. Maintenance and Repairs</u> – Except for specific conditions specifically stated in Section#3 of this agreement, and reported to the Landlord, Tenant admits, by entering into possession under this lease that the premises are now in a good, clean, and safe condition and repair. Tenant will; at his/her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Tenant shall not allow trash to accumulate on the floor in any area of the property, keep the fixtures in the premises in good order and repair; and at his/her sole expense, shall make all-required repairs to the plumbing, range, heating apparatus, electric and gas fixtures whenever such damage is the result from Tenant's misuse, waste or neglect or that of his/her employee, family member, agent, or visitor.

Major maintenance and repair of the leased premises, not due to Tenant's misuse, waste, or neglect or that of his/her employee, family, agent, or visitor, shall be the responsibility of the Landlord and / or their assigns.

Tenants shall, on expiration or sooner termination of this lease, remove all personal property, furniture and belongings from the property and surrender the premises to the Landlord in as good condition and repair as they are in on the date of this lease, reasonable wear and tear and damage by the elements excepted. The Tenant hereby waives any right to make repairs to the premises at the expense of the Landlord as provided by any law or statute now or hereafter enacted.

Section 18. <u>Occupant's Covenants and Obligations</u> - The following covenants and obligations shall apply to the leased premises as well as all common areas, entryways, hallways, porches, decks and exterior areas that are accessible to occupants.

1. **Occupant(s) has been informed that the maximum occupancy for this unit is five (5) person(s). It is the occupant's duty to inform the owner and the code enforcement officer of the borough of Kutztown if over-occupancy occurs.** Over-occupancy occurs when the unit is occupied by a greater number of occupants than the maximum number stated above. Should the occupant(s) fail to notify the borough or the owner of the over-occupancy and over- occupancy is discovered then the occupants shall be considered to be in breach of this lease.

2. Occupant(s) shall comply with all applicable Codes and ordinances of the Borough of Kutztown and all applicable state laws.

3. Occupant(s) shall, at the owner's request, cooperate with and assist the owners and the owner's agent in all material respects with (a.) the preparation and performance of the "plan" of remedial action described in section 135-6.E (4) of the code of the borough of Kutztown and (b.) the fulfillment of the owner's responsibilities under paragraph A.6 of this Addendum.

4. Occupant(s) shall dispose of all rubbish, garbage and other waste from the leased unit and common areas including the yard in a timely, clean and safe manner.

5. Occupant(s) shall not engage in any conduct in the unit and common areas which is declared illegal under Pennsylvania crimes code or liquor code, or the controlled substance, drug, Device and Cosmetic Act, nor shall occupant(s) permit guest or others in the unit and common areas to engage in such conduct.

6. Occupant(s) shall use and occupy the unit and common areas so as not to disturb the peaceful enjoyment of adjacent or nearby properties by others.

7. Occupant(s) shall not cause, nor permit nor tolerate to be caused, damage to the unit and common areas, except for ordinary wear and tear. Occupants shall immediately notify the Landlord of any damage caused to the premises.

8. Occupant(s) shall not engage in, nor tolerate nor permit Guests or others on the Unit and Common Areas to engage. "Disruptive Conduct" which is defined in Section C of this Addendum.

9. The Occupant(s) shall permit inspections of the Unit and common areas by the Code enforcement officer of the borough of Kutztown at reasonable times and upon reasonable notice to the Occupants **<u>and OWNER</u>**.

10. Occupants agree to diligently inspect all smoke and fire detectors to ensure that they are functioning.

    *** It is the occupant(s) responsibility to contact the owner if any smoke or fire detectors have become inoperable, have been taken down, removed or otherwise re-located from the location originally installed, if any smoke detector batteries have been removed or in the case of an electric wired system, if individual detectors are not functioning.***

11. DISRUPTIVE CONDUCT & DISRUPTIVE CONDUCT REPORTS (DCR's):

Notwithstanding the provisions of this section, any person affected by a notice Violation issued by the Code Enforcement Officer of the Borough of Kutztown may appeal said Notice to the Code Appeals Board of the Borough of Kutztown, the form and substance of which appeal shall be in compliance with the requirements of Chapter 12 of the Code of the Borough of Kutztown.

If any DCR associated with 451 West Main Street involves a police response to the property and criminal charges were filed against any of the tenants in conjunction with the DCR, each tenant is presumed innocent unless or until the final disposition of their case in court indicates otherwise.

The occupant(s) acknowledge(s) that the occupancy of the unit by the Occupant(s) is subject to the provisions of Chapter 135, entitled "Housing Standards" of the code of the borough of Kutztown, and that the issuance by the code enforcement officer of the borough of Kutztown of a notice of violation pursuant to section 135-7 of chapter 135, entitled: "Responsibilities of occupants: **Disruptive Conduct" shall constitute a breach of the lease of which this addendum is a part.**

LANDLORD'S DUTIES & OBLIGATIONS UPON RECEIPT OF A DCR:

When a Disruptive Conduct Report (DCR) event occurs, Section 135-6 (E) of the Kutztown Borough code imposes additional duties and mandatory obligations upon all landlords who rent out property within Kutztown Borough. Some of these duties & obligations are detailed in Section 135-5 & 135-6 and include at a minimum:

- Making mandatory notifications; **in writing** to each individual Tenant of the involved property within 10 business days after receiving notice from the Code Enforcement Officer

- Providing the Kutztown Borough Code Enforcement Officer with a copy of the above said written notifications that were provided to each Tenant.

- If a level 2 DCR has been issued, the landlord / property owner is responsible for drafting and filing a remedial plan to include the following plans of action:

    - Actions that will be taken to remedy the unacceptable conduct at the property.
    - Steps that will be taken to prevent future occurrences of similar disruptive conduct.
    - What steps will be taken in the future if similar disruptive conduct persists at the property.

- The Kutztown Borough Code also requires Landlords and / or property owners to take appropriate ***"contractual and enforcement action"*** to cause the conduct and activities of the tenants / occupants to comply with the Borough Code. To ensure that the requirements of the Kutztown Borough Code are satisfied as they pertain to the terms of this lease agreement, All tenants shall pay a fine to the Landlord for any Disruptive Conduct Report that the Landlord receives from Kutztown Borough relating to the tenant(s), tenant(s) guests or invitees as outlined below:

    1st Report: $100.00 per tenant.
    2nd & subsequent reports: $200.00 per tenant.

A portion of the monetary value of the above said tenant fines will reimburse the Landlord for any costs incurred as they pertain to the duties imposed on a Landlord as set forth above, including the time involved in reviewing the information associated with each DCR notice, fulfilling obligations associated with a DCR, use of office supplies and materials used and time spent preparing the above said written notifications required by the Kutztown Borough Code, Travel time and costs associated with travelling to Kutztown Borough to fulfil the above said obligations in person if necessary.

If a DCR notice has been successfully appealed, no fine will be imposed or collected.

Depending on the circumstances of each DCR, the landlord reserves the right to waive the above said fine for specific, individual tenants on a case-by-case basis depending on the facts and information available to the landlord as well as the status of any criminal charges that have not yet been resolved in court.

As stated above, Disruptive Conduct" shall constitute a breach of the lease of which this addendum is a part. Upon such breach, the Landlord / Owner shall also have the right and option to pursue any and all of the following remedies:

A. Termination of the lease without prior notice;

B. Termination of any subsequent lease agreements with the tenant to rent the property.

C. An action for recovery of possession of the unit without abatement of any compensation previously paid, and for recovery of attorney's fees and cost incurred as a result of said action;

D. An action to recover the whole balance of compensation due to the Owner from the Occupant(s) for the unexpired term of the lease, and for recovery of attorney's fees and cost incurred as a result of said action;

E. An action for damages caused by the occupants breach, and for recovery of attorney's fees and costs incurred as a result of said action.

Persistent DCR incidents at a specific property within Kutztown Borough have the potential cause disastrous problems for both the Landlord and the Tenant(s). If the tenant(s) fail or refuse to take the necessary actions to remedy or rectify any unacceptable conduct or conditions at the property or otherwise cause any open DCR to be deemed satisfied and closed will result in notification to all parents or surety guarantors. Such circumstances could result in significant fines levied against the property owner or could constitute legal grounds for the Kutztown Borough to suspend, revoke or refuse to renew a housing license for the specific involved property as set forth in Kutztown Borough Code section 135-10. If the actions of the tenant(s) adversely impact the housing license for the property in any way to include becoming suspended or revoked, the Landlord will have no option but to terminate the current lease and pursue the above said legally available remedies as appropriate.

Section 19. Dangerous Materials - Tenant shall not keep or have or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Sections 20. Alterations - Tenant shall not make or permit any other person to make any alterations to the premises without the prior-written consent of the Landlord. Should Landlord consent to the making of any alterations to the premises by Tenant, the alterations shall be made at the sole cost and expense of Tenant by a contractor or other person selected by Tenant and approved in writing before work commences by Landlord. Any and all alterations, additions, or improvements made to the premises shall on expiration or sooner termination of this lease become the property of Landlord and remain on the premises; provided, however, that on expiration or sooner termination of this lease and written demand being given by Landlord, Tenant shall at Tenant's sole cost and expense remove all alterations, additions, and improvements made to the premises by Tenant and pay all costs of repairing any damages to the premises caused by their removal.

Section 21. Landlord's Right to Enter Leased Premises - Tenant agrees that Landlord and/or Landlord's agents, representatives or employees have the right to enter the leased premises at reasonable times.

At a minimum, the landlord shall be provided with access to the premises **at least** two times per semester or every 60 days for the purposes of maintaining the property, changing filters in the furnace / HVAC system, visually inspecting and maintaining property utilities and appliances to include the heating oil tank immediately after it is filled and the condition of the interior of the house.

If Tenant notifies Landlord of any damage, issue or unsafe condition associated with the property, the Landlord has the right to immediately enter upon the grounds of or into the property to evaluate the extent and severity of the damage and to make appropriate repairs or arrange to have the appropriate repairs made by qualified professionals. Landlords and/or Representatives have the right to inspect, to make repairs, to do maintenance and to show the leased premises to prospective tenants and purchasers at reasonable times.

Section 22. No Assignment or Subletting - Tenant shall not encumber, assign, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the premises without the prior express written consent of the Landlord. **Neither shall Tenant sublet the premises or any part thereof or allow any other persons to occupy or use the premises or any part thereof without the prior written consent of the Landlord**. A consent by the Landlord to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of the Landlord, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the Landlord, terminate this lease. The consent of the Landlord to any assignment of Tenant's interest in this lease or the subletting by Tenant of the premises shall not be unreasonably withheld.

Should the Landlord permit the Tenant to sublet the premises or a part thereof, the Tenant shall not permit the leased premises or any part thereof to be used or occupied for any unlawful business, use, or purpose, for any business, use, or purpose deemed disreputable or extra hazardous, or for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. The Tenant shall, promptly after the discovery or any such unlawful, disreputable, or extra-hazardous use, take all necessary legal and equitable steps, to compel the discontinuance of such use and to oust and remove any subtenants, occupants, or other persons guilty of such unlawful, disreputable, or extra- hazardous use. The Tenant shall indemnify the Landlord against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable counsel fees, arising out of any violation of or default in this section.

If Landlord allows Tenant to sublet the premises or any part thereof, the Landlord may, after default by the Tenant, collect rent from the subtenant and apply the net amount collected to the rent due from Tenant. No such subletting or collection shall be deemed a waiver of this covenant, or the acceptance of the subtenant as Tenant or a release of the Tenant from the further performance by the Tenant of the covenants in this lease.

Section 23. Subordination of Lease to Mortgages - Tenant will, upon request by Landlord, subject and subordinate all or any rights under this Lease Agreement to any and all mortgages and deeds of trust now existing or hereafter placed on the property of which the demised premises as a part; provided, however, that Tenant will not be disturbed in the use or enjoyment of the demised premises so long as it is not in default hereunder. Tenant agrees that this Lease Agreement shall remain in full force and effect. Notwithstanding any default or foreclosure under any such mortgage or deed of trust and that Tenant will adorn the mortgagee, trustee or beneficiary of such mortgage or deed of trust, and their successors or assigns, and to the purchaser or assignee under any such foreclosure. Tenant will, upon request by Landlord, execute and deliver to Landlord, or to any person designated by Landlord, any instrument or instruments required to give effect to the provisions of this paragraph.

Section 24. Indemnity - Tenant shall indemnify and hold Landlord and the property of Landlord, including the premises, free and harmless from any and all liability, claims, loss, damages or expenses, including counsel fees and costs, arising by reason of the death or injury of any person, including Tenant or any person who is an employee, agent, family or visitor of Tenant, or by reason of damage to or destruction of any property, including property owned by Tenant or any person who is an employee, agent, family or visitor of Tenant, caused or allegedly caused by:

A. Any cause whatsoever while such person or property is in or on the premises or in any way connected with the premises or with any personal property on the premises;

B. Some condition of the premises;

C. Some act or omission on the premises of Tenant or any person in, on, or bout the premises with the permission of Tenant; or

D. Any matter connected with the Tenant's occupation and use of the premises. In addition each Tenant should obtain an individual policy of renters insurance stating JLT associates LLC as an additional interest, or send an insurance certificate from the parent(s) homeowner's policy stating JLT associates LLC as additional interest.

Section 25. Surrender of Premises - The Tenant shall on the last day of the term, or upon the sooner termination of the term, peaceable and quietly vacate the premises and surrender the leased premises to the Landlord in a clean condition including all buildings, alterations, replacements, changes or additions placed by the tenant(s) thereon, is as good condition and repair (except for normal wear and tear) as at the commencement of the term of the lease, and by removing all of the tenant's personal belongings, furniture and/or other property from the premises.

Section 26. Acts Constituting Breaches by Tenant - Tenant shall be guilty of a material default and breach of this lease if the Tenant:

a. Does not pay in full within 15 days of being due any and all installments of rent and/or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Tenant, or

B. Violates or fails to perform or otherwise breaks any covenant or agreement herein contained other than one for the payment of rent and such default or breach is not cured within 15 days after written notice thereof is given by Landlord to Tenant; or

C. Vacates or abandons the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom without having first paid and satisfied the Landlord in full for, all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

D. Becomes embarrassed or insolvent, or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Tenant is filed, or if proceedings for the appointment of a receiver for Tenant is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal Law be instituted by or against Tenant, or if the real or personal property of Tenant shall be levied upon or be sold; or if for any other reason Landlord shall, in good faith, believe that Tenant's ability to comply with the covenants of this lease, including the prompt payment of rent hereunder, is or may become impaired.

E. Ceases to be a matriculated student at Kutztown University for any reason

F. Student Status- All tenants must be students enrolled at Kutztown University. Should any of the Tenants cease to be a student at Kutztown University actively enrolled for class, that Tenant's right to occupy the Premises shall cease and terminate. In such circumstances, the Tenant shall not be entitled to any refund, return or abatement of any rent or return of the tenant's security deposit until the end of the Lease Term.

Section 27. Landlord's Remedies for Tenant's Default - Should Tenant be guilty of a material default and breach of this lease as defined in this lease, thereupon, in addition to any other remedies given Landlord by law or equity;

1. The whole balance of rent and other charges, payments, costs, and expenses herein agreed to be paid by Tenant, or any part thereof, and also all costs and officers' commissions including watchmen's wages shall be taken to be due and payable and in arrears as if by the terms and provisions of this lease said balance of rent and other charges, payment, taxes, costs and expenses were on that date, payable in advance. Further, if this lease or any part thereof is assigned, or if the premises, or any part thereof is sub-let. Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent to collect the rents due from such assignee or sub-Tenant and apply the same to the rent due hereunder without in any way affecting Tenant's obligation to pay any unpaid balance of rent due hereunder; or

2. At the option of Landlord, this lease and terms hereby created shall terminate and become absolutely void without any right on the part of Tenant to reinstate this lease by payment of any sum due or by other performance of any condition, term, or covenant broken; whereupon, Landlord shall be entitled to recover damages for such breach in an amount of rent reserved for the balance of the term of this lease term.

3. Guarantor agrees to be responsible for all costs of collection on unpaid balances including, but not limited to, 1.5% interest per month (18% annually), collection fees (up to 50%), court costs and reasonable attorney fees.

Section 28. Further Remedies of Landlord - In the event of any default as above set forth in Section 22, Landlord, or acting on Landlord's behalf, at Landlord's option:

1. May let said premises or any part or parts thereof to such person or persons as may, in Landlord's discretion, be best; and Tenant shall be liable for any loss of rent for the balance of the then-current term. Any such reentry or re-letting by Landlord under the terms hereof shall be without prejudice to Landlord's claim for actual damages, and shall under no circumstances, release Tenant from liability for such damages arising out of the breach of any of the, covenants, terms and conditions of this lease.

B. May, if Tenants abandon the premises, consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so. Any disposal costs incurred by the landlord associated with abandoned property left inside or on the property will be deducted from the tenant(s) security deposit.

C. May have and exercise any and all other rights and/or remedies, granted or allowed landlords by any existing or future Statute Act of Assembly, or other law of this state in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement; subject, however, to all of the rights granted or created by any such Statute, Act of Assembly, or other law of this state existing for the protection and benefit of tenants; and

D. May have and exercise any and all other rights and remedies contained in this lease agreement.

Section 29. Cumulative Remedies - All of the remedies lie herein before given to the Landlord and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No termination of this lease or the taking or recovering possession of the premises shall deprive Landlord of any of its remedies or actions against the Tenant for rent due at the time or which, under the terms hereof would in the future become due as if there had been no termination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of the rent be construed as a waiver of the right to obtain possession of the premises.

Section 30. Waiver of Breach - The waiver by Landlord of any breach by Tenant of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or another provision of this lease.

Section 31. Attorney's Fees - Should any litigation or arbitration be commenced between the parties to this lease concerning the premises, this lease, or the rights and duties of either in relation thereto, the party, Landlord or Tenant, prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorneys' fees.

Section 32. Waiver by Tenant of Notice to Quit - If proceedings shall be commenced to recover possession of the demised premises either at the end of the term or sooner termination of this lease, or for non-payment of rent or for any other reason, Tenant specifically waives the right to the one (1) month notice to quit and/or the fifteen (15) or thirty(30) days' notice to quit required by the Landlord and Tenant Act of 1951, as amended, and agrees that five(5) days' notice shall be sufficient in either or any such case. Tenant understands that the tenant is waiving specific rights to notice required under the Landlord and Tenant Act of 1951.

Section 33. Notices - Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to (any member of) the party to whom they are directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to Landlord at the address listed in Section 1 or to Tenant at the address listed in Section 1. Either party, Tenant or Landlord, may change his/her address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

Section 34. Binding on Heirs or Successors - This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators; successors, and assigns of the parties hereto, Landlord and Tenant, but nothing in this section contained shall be construed as a consent by Landlord to any assignment of this lease or any interest therein by Tenant.

Section 35. Partial Invalidity - Should any provision of this lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

Section 36. Sole and Only Agreement - This instrument constitutes the sole and only agreement between Landlord and Tenant respecting the premises, the leasing of the premises to Tenant, or the lease terms herein specified, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are void. None of the terms of this Lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

Section 37. Governing Law - The provisions of this lease shall be governed by and interpreted under the laws of the State of Pennsylvania.

Section 38. Time of Essence - Time is expressly declared to be the essence of this lease.

Section 39. Additional Terms - As may be required from time to time and given to the Tenant by the Landlord pursuant to the Notice provisions contained herein.

Section 40. Additional Furniture and Appliances to be provided by landlord – In addition to the full-sized bed frame, mattress, desk, chair and dresser included in this furnished lease, the landlord agrees to furnish the common areas of the home with the following appliances and furniture:

1ST FLOOR LIVING ROOM

- FLATSCREEN TELEVISION – WALL MOUNTED
- TELEVISION REMOTE
- WINDOW AIR CONDITIONING UNIT
- LARGE COUCH AND SMALL COFFEE TABLE

KITCHEN

- MICROWAVE
- TOASTER OVEN
- SINGLE-CUP KEURIG COFFEE MAKER
- SILVERWARE, DISHES, CUPS, POTS & PANS
- TRASH CAN

BASEMENT

- COUCH
- TABLE
- TRASH CAN FOR LAUNDRY AREA

GENERAL

- VACUUM CLEANER
- MOP & BUCKET
- BROOM & DUSTPAN

This Residential Lease EXECUTED on _____, in the State of Pennsylvania. IN WITNESS THEREOF, the Parties have caused this lease to be executed on the day and year first above written.

LANDLORD

Signature _____

Name (print) **JLT ASSOCIATES**

TENANT(S)

1. **SIGNATURE**_____ **NAME (PRINT)** _____

PHONE (_____) _____-_____ **ADDRESS**_____

_____

2. **SIGNATURE**_____ **NAME (PRINT)** _____

PHONE (_____) _____-_____ **ADDRESS**_____

_____

3. **SIGNATURE**_____ **NAME (PRINT)** _____

PHONE (_____) _____-_____ **ADDRESS**_____

_____

4. **SIGNATURE**_____ **NAME (PRINT)** _____

PHONE (_____) _____-_____ **ADDRESS**_____

_____

5. **SIGNATURE**_____ **NAME (PRINT)** _____

PHONE (_____) _____-_____ **ADDRESS**_____

_____

ADDITIONAL RULES AND REGULATIONS (Initial)

1. **EXTERIOR LOCKS** – Each exterior door to the house should be locked/secured when the house is not attended. As a convenience feature, the landlord has installed electronic / smart deadbolts that can be unlocked by entering a pin code on an electronic keypad for each exterior door of the house.

   _____ (Initial)

   Tenants should not share any digital pin codes to open exterior door locks with any friends, acquaintances or family members **unless that tenant has received explicit permission from all of the other tenants leasing the property in writing and provided the landlord with said written permission from each and every other tenant prior to providing an access code to any person not listed on the current lease**. The other tenants agreed to rent a house that YOU have access to. They did not agree to rent a house that YOU and YOUR FRIENDS and BOYFRIENDS/GIRLFRIENDS and team-mates have unrestricted access to in accordance with Section 15(D) of this lease where guests shall not disturb the other tenant's enjoyment of the property. Other tenants may not be willing to be held liable for any damages caused by any unauthorized person's activity at the property.

   Prior violations of this section have resulted in the house being left unlocked overnight, sometimes for several days on end, leaving both the property and the tenants vulnerable to potential danger. All of the exterior electronic / deadbolt locks can also be opened with a traditional key that each tenant will be provided with upon moving into the property.

   Any tenant caught violating this section ***TO THE EXTENT THAT THE VIOLATION INTERFERES WITH THE REMAINING TENANT'S ENJOYMENT OF THE PROPERTY*** by sharing their digital pin code with any person not listed on the lease will have their digital access code(s) immediately deactivated from the exterior electronic locks to prevent unauthorized access to the property by anybody the code was shared with and those tenant(s) would then need to use the traditional key provided to them at move-in to lock or unlock the exterior deadbolts for the remainder of the lease.

   If any tenant is caught making or providing a duplicate copy of any key to an *exterior lock to any unauthorized person not listed on this lease agreement* ***TO THE EXTENT THAT SAID UNAUTHORIZED PERSON'S ACCESS TO THE PROPERTY INTERFERES WITH THE REAMINING TENANT'S ENJOYMENT OF THE PROPERTY,*** the landlord will perform the following tasks at the offending tenant's expense:

   1. **A COMPLETE REPLACEMENT OF THE AFFECTED EXTERIOR LOCK(S) TO PREVENT FURTHER UNAUTHORIZED ACCESS TO THE PROPERTY BY ANYBODY A KEY MAY HAVE BEEN GIVEN TO**

   2. **HAVE ADDITIONAL KEYS MADE FOR EACH TENANT AND LANDLORD / SPARE KEY SETS**

   3. **THE LANDLORD SHALL CHARGE AN ADDITIONAL $150.00 TO PERFORM THE ABOVE SAID WORK TO THE PROPERTY.**

2. **<u>INTERIOR LOCKS</u>** –

   _____ (Initial)

   Tenants shall not change, or shall not permit anyone else to change, any locks in said premises or duplicate keys to any locks to share with anybody who is not a tenant of the property without written permission from Landlord. Tenant shall not place any padlocks or deadbolts on any interior door of the house. Tenant shall also pay to Landlord the sum of $35.00 for any key not returned to Landlord personally at the end of the Residential Lease.

3. Any windows broken during the term of the Residential Lease on the premises are the responsibility of the Tenant and are to be repaired at Tenant's expense.

4. **<u>PETS:</u>**

   _____ (Initial)
   Tenant shall bring no pets in residence. NO EXCEPTIONS! DO NOT ASK! Violation of this pet provision is an automatic forfeiture of security deposit.

5. Tenant agrees that the walls, ceilings and woodwork shall not be marred by driving nails, tacks or screws, or by otherwise defacing the same.

6. Tenant agrees that nothing shall be placed on the outside of the building, or on the windows, window sills, or projections, and no signs or advertising notices of any kind shall be placed on any part of the building or on the doors of any apartment without written consent of Landlord.

7. If this Residential Lease shall be terminated by Tenant's default or by summary proceedings, Landlord shall be entitled to recover from Tenant and the Tenant shall pay to the Landlord the following:
   a. All reasonable costs and for the care of Leased Premises while vacated;
   b. An amount equal to all expenses incurred by Landlord including advertising expenses,
   c. The cost of repairing, renovating or remodeling the leased premises,
   d. The cost of removing rubbish or other refuse, and the cost of cleaning Leased Premises by a professional.

8. Tenant assumes responsibility of payment for replacement or repair or professional cleaning costs associated with the following items on Leased Premises:
   a. Any and all light bulbs as a result of tenant usage.
   b. Accidental or negligent discharge of fire extinguisher.
   c. Clogged-toilets, sinks, bathtubs, showers, garbage disposal, dishwashing machines, clothes washing machines, clothing dryers, etc.
   d. Any and all appliances from misuse or negligence or neglect, including but not limited to—stoves, ovens, cook tops, refrigerators, etc.
   e. Damage to smoke detectors from removal of battery or from location.
   f. Excessive wear or stains on carpeting or vinyl flooring.
   g. Excessive damage to walls, ceilings, woodwork, doors.
   h. Damage to heating or air conditioning units, controllers, thermostats, parts.

9. Tenant shall be jointly with other Tenants or severally liable to Landlord for any damages to the Landlord's property.

10. All tenants shall pay a fine to Landlord for any Disruptive Conduct Report Landlord receives from Kutztown Borough relating to the tenant(s), or tenant's guests or invitees as follows:

a**. First report: $100.00 per tenant**

b. **Each subsequent report: $200.00 per tenant**

PLEASE READ THE FOLLOWING:

❖ **Leaks:** Call landlord in case of any leaks (bathroom, sinks, ceiling, etc.). Also, please call landlord if there is a running toilet.

❖ **Toilet**: Do not flush anything down the toilet except for ***TOILET PAPER***. Absolutely no tampons, wipes, rags, underwear or other solid objects are to be flushed down the toilet. If your toilet begins to overflow, immediately turn off the water supply (on the wall at the back of the toilet) to prevent water overflowing from the toilet.

❖ **Candles and Fans**: Please do not keep fans running or candles lit while you are gone.

❖ **Trash:** Do not leave any trash around the house, porch, balcony, or backyard. Take the trash out to the designated area as soon as it is filled to reduce odor in the apartment and avoid attracting pests. Please keep the trash and recycle drop off area clean. Also, if you recycle, place it in the appropriate containers and do not put it in trash bags. Ask landlord where the trash and recycle areas are. Tenants shall keep apartment in neat and sanitary conditions at all times.

❖ **Furniture:** Be careful moving furniture when you move in or out. Please try your best to not damage the walls / house when moving furniture. If you want to move furniture in August you may do so, as long as you call the landlord beforehand to make sure the apartment is ready.

❖ **Special Refuse**: When moving in or out, if you need to get rid of furniture or large appliances you must call the Borough to pick them up (610) 683-3202. Small fees are associated with this depending on the item. If you leave items there without permission that requires the landlord to make the above said arrangements with the borough for removal, there will be a $25.00 administrative fee on top of any disposal fees. These fees will be charged by the landlord and you could potentially receive a citation from the Borough.

❖ **Maintenance Repairs:** The tenant will assume responsibility to any maintenance repair d**ue to the negligence of the tenant**. This includes clogged toilets, clogged sinks, drains, etc.

❖ **Heat:** The tenants have full control over the heat / temperature settings within the home. It is crucial to keep windows closed and locked while the heat is on. If you think the thermostat is not working properly, notify the landlord. If tenant(s) choose to use supplemental electrically powered space heaters to add more heat to specific areas of the home, the landlord will not be liable for any increase in the electric utility bills for the period that those heaters are in use. You must turn on and turn off your own heat. To avoid unusually high heating expenses, keep the windows closed. If the windows are found to have been left open for any extended periods of time while the heater is in use, the tenant(s) shall pay the difference in the observed amount of increased heating oil usage at the property for that period regardless of whether or not the $1,500 threshold for heating oil usage has been met. The temperature must be kept at a minimum of 60 degrees over the winter break to prevent any pipes from freezing, even if the tenant(s) do not occupy or remain at the property over any class breaks.

❖ **Cleaning:** Tenants need to keep the premises clean at all times including the backyard, hallway, and sidewalk. All appliances including the oven, microwave, range, clothes washers and dryers, sinks, showers and light fixtures / fans.

❖ **Smoke Detectors:** Tenants shall not tamper with the smoke detectors. It is unlawful to remove the smoke detector. If the landlord finds the smoke detector missing or the batteries removed, the tenants will be charged $75.00 for replacement. The tenants shall notify the landlord immediately if the batteries need to be replaced.

❖ **Citations / Disruptive Conduct:** Each tenant is reminded that the Landlord will find out if you get a citation from the police that is connected to the premises. This is also known as a Disruptive Conduct Report. Kutztown borough publishes a monthly list online of all the Disruptive Conduct reports that have occurred in the borough as well as the address where the incident occurred for each incident. If this happens, you will pay the landlord a $100 fine for the first report and $200 for the following reports. If this is an ongoing problem, eviction will follow.

❖ **Internet:** The landlord agrees to pay for basic internet service at the property. If the tenants choose to pay for other entertainment services at the property such as Television & Phone, the landlord may agree to pay the value of any internet service that could be included at a discounted price on the tenants plan. Please contact the Kutztown Borough at (610)683-5722 if any problems occur. Please do not call the landlord. The internet will be activated prior to move in day so that it is ready for use when you arrive.

❖ **Light bulbs:** You are responsible for changing your own light bulbs. If you need a step-ladder, feel free to contact the landlord and arrangements will be made to bring one by the property.

❖ **Smoking:** Use an ashtray. Do not throw cigarettes or butts anywhere else, including the carpets, floors, backyard or on anyone else's property. Please keep the property clean.

- **Digital Locks & Battery Replacement:** – The front and rear entry doors of the house are both equipped with digital deadbolt locks. Each digital deadbolt lock can be unlocked and locked by entering a pin code using the digital keypad or by using a traditional key to open the lock. Each tenant will be provided with a key and a unique pin code for the lock. Each lock contains 4 AA internal batteries, which are used to power the mechanism that extends and retracts the bolt as the unit is locked and un-locked using the digital / keypad features. Each lock will display an alert when the batteries are low. If this alert is ignored, eventually the lock will go dead and will not work at all. Frequent use of the keyless / digital features of the locks will eventually drain the battery / batteries. Tenants are responsible for maintaining / replacing batteries as they are depleted through use – Similar to the batteries of any TV remotes that go dead during the lease term due to tenant usage / consumption. If the tenants fail to change out the batteries in the lock and continue to ignore the low battery level alert, the Landlord will change the batteries in the affected lock and a charge of $17.00 will be assessed. Each tenant's security deposit will be equally assessed 1/5th of this amount ($3.40 each). The current price of a 4 pack of AA batteries is approximately $7.00. The additional $10.00 will be charged for changing out the old batteries with new batteries.

❖ **Painting:** Painting the walls, ceiling or woodwork of the property is not allowed. If you feel that specific areas of the property need to be touched up with paint, contact the landlord.

❖ **Fire Extinguisher:** Use the fire extinguisher only when necessary. Its use or misuse must be reported to the landlord immediately. If it is used, it must be checked or replaced to ensure that it will be available for the reasons that it is needed. Please be respectful and careful. They are there for your own safety.

❖ **Additional:** Absolutely no antennas, signs, or other equipment should be displayed on the exterior of the apartment.

❖ Remember that you have neighbors. Please keep stereos, radios, or any excessive noise to a minimum especially after 10:00 PM. Also, read the lease to see more rules and regulations. Please call the Landlords (Jordan or Linda) at (267) 994-5596 or 267-280-3725 if you have any questions or if you need maintenance and repairs. Thank you.

TENANT SHOULD NOT SIGN THIS RESIDENTIAL LEASE UNTIL THE TENANT HAS READ AND UNDERSTANDS THE INFORMATION INCLUDED IN THE RESIDENTIAL LEASE AND THE CONDITIONS OF #1 - 40, THE ADDITIONAL RULES AND REGULATIONS, AND ANY ATTACHED RIDERS AND AGREEMENTS.