

## **ADDENDUM TO RENTAL AGREEMENT**

This Addendum to Rental Agreement is made this day of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Rental Agreement made by the undersigned, \_\_\_\_\_ and

**Tenant(s) Name**

\_\_\_\_\_, their heirs, successors and assigns,  
**Landlord**

dated \_\_\_\_\_.

The Rental Agreement and this Addendum pertain to the premises described in said agreement and located

at \_\_\_\_\_.

This Addendum is required by the Rental Property Maintenance Ordinance of the Borough of Mount Penn.

### **ADDITIONAL COVENANTS AND OBLIGATIONS**

In addition to the covenants and obligations set forth in the aforementioned Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

#### **A. Landlord's Covenants and Obligations:**

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Ordinances of the Borough of Mount Penn and all applicable State laws and shall keep the leased premises in good and safe condition.
2. Unless specifically covered in the current lease, the Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises.
3. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.
4. The Landlord shall comply with all applicable provisions of the Landlord/Tenant Act of the Commonwealth of Pennsylvania.

#### **B. Tenant's Covenants and Obligations:**

1. Tenant shall comply with all applicable Ordinances of the Borough of Mount Penn and all applicable State laws.

2. Tenant agrees that it shall comply with the Occupancy Limitations set forth in the International Property Maintenance Code as adopted by the Borough of Mount Penn, and all other applicable Borough of Mount Penn Zoning Ordinances with respect to space requirements and overcrowding.

3. Tenant shall comply with the Rubbish and Garbage accumulation, storage and disposal provisions set forth in the International Property Maintenance Code as adopted by the Borough of Mount Penn, and all other applicable Borough of Mount Penn Zoning Ordinances with respect to the storage and disposal of garbage and refuse.

4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in, "disruptive conduct," which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by an occupant or guest of a rental unit that is so loud, untimely (as to hour of day) offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises including but not limited to activity which involves music or noise that is disruptive to persons occupying a different dwelling unit from the premises where the sound is originating or audible from a street or sidewalk, as well as any activity which is the subject of criminal citation for Disorderly Conduct or which is an offense under the Pennsylvania Crimes Code or Liquor Code. "Disruptive Conduct shall also include conduct which causes damage to said premises such that a report is made to a police officer and/or a code official, complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, or that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a code official or a police officer shall investigate and make a determination that such activity did occur, and shall have kept written records including a disruptive conduct report, of such occurrences."

7. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Ordinances of the Borough of Mount Penn including, but not limited to, the Property Maintenance Code and the Rental License Ordinance, and that the issuance by a Code Enforcement Officer or Police Officer of Central Berks Regional Police Department of three disruptive conduct reports in any 12-month period relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- a. Termination of the rental agreement without prior notice; and
- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs; and
- c. Bring an action to recover the whole balance of the rent and charges due for

the unexpired lease term, including reasonable attorney's fees and costs; and

d. Bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant