

**H & W APARTMENTS  
RESIDENTIAL LEASE**

1. DATE OF LEASE:
2. TENANT:

Tenant:	Email:	Cell:
Tenant:	Email:	Cell:

If more than one tenant, then each one and all Jointly and Severally

3. LANDLORD: H & W Apartments, 525 S. 4<sup>th</sup> Street, Suite 240, Philadelphia PA 19147  
Tel: 215-278-2640 FAX: 215-278-2693 email [contact@foremostlocations.com](mailto:contact@foremostlocations.com)

4. PROPERTY (Unit/Apartment):

For good and valuable consideration, Landlord agrees to rent tenant the following Property:

**22-- Green St. Philadelphia, Pa 19130-3154 UNIT # ---- , -- bedroom(s) and -- Bath(s).**

Which includes a refrigerator, dishwasher, garbage disposal, Tenant controlled central air conditioning and heating and are in good working order at the commencement of the lease.

5. STARTING AND ENDING DATES OF LEASE (Also called “term”)

A. Starting Date: This lease starts on: **at 12:00 AM**

B. Ending Date: This lease ends on: **at 12:00 AM**

C. Pro Rata Number of days to commencement of the Starting Date:

Pro Rata Begins on:

6. RENEWEL TERM AND RENEWAL NOTICE

This lease will automatically renew for a term of one (1) year at the ending date at a minimum rental increase of 3% from the then current rent unless:

A. Tenant gives Landlord 90 days written notice before the Ending Date of the lease or before the ending date of any Renewal term., or

B. Landlord gives Tenant 90 day’s written notice before the Ending Date of the lease or before the end of any Renewal term of a change in the Lease. The Renewal Notice and its new terms and conditions will be binding on Tenant within Seven (7) days of the date of the Renewal Notice if Tenant fails to timely respond to the notice.

7. RENT

A. The total amount of rent due over the term of this Lease is: \$

B. The total rent due each month is: \$

C. The rent is due on or before the 1<sup>st</sup> day of the month.

D. Tenant pays a late charge of 10% if rent is more than 3 days late.

E. A charge of \$25.00 is assessed for any returned check or online payment (NSF or otherwise) in addition to the 10% late charge.

F. H&W Apartments LP encourages Tenant to make online payments. The online payment system default is to pay the balance due.

G. When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction

H. If Tenant mails rental payment, mail checks to:

**H & W Apartments, 525 S. 4<sup>th</sup> Street, Suite 240, Philadelphia PA 19147**

8. BEFORE MOVING IN, TENANT PAYS: 

	Paid	Due
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A. Part of a month’s rent if Tenant takes possession before first regular due date.	\$	\$
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B. First month’s rent	\$	\$
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C. Rent paid in advance for final payment	\$	\$
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D. Other: Credit check @ \$45/applicant	\$	\$
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E. Security Deposit: On Deposit at National Cooperative Bank	\$	\$
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F. Pet Fee:	\$	\$
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Total Rent and Security Deposit received to date:	<b><u>\$ ----- – not including application fees</u></b>	
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Total amount due before Tenant moves in: **“MOVE IN FUNDS”**

**Cashiers check or certified check prior to receiving the keys:** **\$**

**\*\*\*Move in funds may be paid online 1 week prior to move in\*\*\***

Keys Given: Front: \_\_, Apt: \_\_, Mailbox: \_\_, Laundry: \_\_

9. **USE OF PROPERTY:**

A. Tenant will use Property as a residence only.

B. No more than                      people will live on property.

In the event that Tenant(s) bring into the apartment, additional persons to “share” or “live-in” as roommates, girlfriends, boyfriends etc., then there shall be a supplemental charge of \$450 per person per month for the entire period of the occupancy.

C. NO AREA OF THE FRONT LAWN, SIDE OR REAR YARD AND COURTYARDS, AS WELL AS ANY PORTION OF ANY METAL FIRE ESCAPE, SHALL BE USED BY ANY TENANT OR GUESTS FOR ANY GATHERING OF THE TENANT.

D. Building quiet hours 10pm – 8am, including the grounds.

E. Property is non-smoking, including the grounds.

10. **UTILITIES AND SERVICES:**

A. Landlord will pay for:

Cold & Hot Water, Sewage, Common Area Electric, Lawn Care, Snow removal

B. Tenant will pay for: Cooking Gas, Heat (gas), Apartment Electric, Cable TV/Internet/Telephone.

Satellite dishes are Not permitted, if found on the premise, satellite dishes will be removed without notice at tenants’ cost, including repairs to premise.

11. **RULES AND REGULATIONS:**

A. Rules for use of the Property are attached \_\_\_\_ Yes  No.

B. Tenant promises to obey the Rules.

C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety or welfare of others.

12. **TENANTS CARE OF PROPERTY:**

Tenant, tenant’s family and guests agree to obey all laws and Rules that apply to Tenant.

A. Tenant will:

1. Keep the Property clean, sanitary and, safe.

2. Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.

3. Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property.

4. Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant’s willful, careless or unreasonable behavior. Landlord reserves the right to minimum charge \$65.00 per hour and cost of all materials for Tenant damage.

5. Keep clear sink/tub drains and any exterior drains (patio drains and step drains if tenant has outdoor space).

6. Keep common areas clear.

7. Tenant to keep the heat set to a minimum of 55 degrees.

8. Change their own light bulbs.

B. Tenant will not:

Keep any flammable materials on the Property.

2. Willfully destroy or deface any part of the Property.

3. Paint the Unit. There is a \$500.00 charge per room or hallway to repaint for labor cost, paint material cost will be added at cost.

4. Disturb the peace and quiet of other tenants. Quiet hours including the grounds: 10PM - 8AM.

5. Make changes to the property such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to the Landlord.

6. Store any item in the heater utility closet or place any item in front of the air intake grill.

7. Tenant will not turn the heat off in the winter, any frozen pipes or damage resulting to the premise or affected unit(s) will be sole responsibly of the Tenant.

C. Repairs by Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$100.00 that is not a building issue (ex. leak from an old corroded pipe or roof). Tenants are specifically responsible for change light bulbs, air filters/water filters, change batteries in smoke detectors & thermostat, etc..). Tenant also will pay to repair any damage to the Property or to any item in or on the property that Tenant or Tenant's guests cause through a lack of care.

### 13. LANDLORD WILL MAINTAIN PROPERTY

A. Landlord will keep the Property and common areas in reasonable condition as required by law.

B. Landlord will keep all the structural parts of the Property in good working order, including: Ceilings, Roof, Floors, Walls, Doors, Steps, Porches, and Windows.

C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including: electrical, drainage, roof, security heating, plumbing, water heating.

D. Landlord will keep Property reasonably free of pests, rodents, and insects. However, if Tenants housekeeping provides conditions conducive for pest, rodents and/or insects habitation, Tenant will be financially responsible. Landlord is not financially responsible for remediating pest which are carried in by Tenant ie: fleas, bedbugs, etc. Tenant is responsible for all cost and prevention treatments deemed necessary by a certified pest control company. Landlord reserved the right to pick the pest control company.

E. Landlord will supply utilities and services as listed in paragraph 10 (utilities and services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control. Landlord will deliver the unit to Tenant at the commencement of the lease in a broom clean condition. It is not Landlord's policy to repaint the entire unit at the time of commencement of the lease. If paint is touched-up it may not match. Light bulbs and window treatments (blinds, curtains, etc are the responsibility of the Tenant) are not supplied. Premises are rented "**AS-IS**". The unit's walls may be touched up of scrapes and scuffs from the move out of the previous tenant.

F. If the Landlord occurs expenses on behalf a Tenant due to maintenance request(s) and no issue(s) found during visit(s) and/or issue(s) is not related to Landlord's care of the property, landlord will back charge Tenant for expenses

G. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant, because Tenant:

1. Complains to a government agency or to a Landlord about a building or housing code violation.

2. Organizes or joins a Tenant's organization.

3. Uses tenants' legal rights in lawful manner.

### 14. LANDLORD'S RIGHT TO ENTER

A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, re-rent the unit or show the Property to prospective buyers or prospective tenants.

B. Landlord will attempt to give Tenant 24 hours notice of date, time and reason for the visit, except when service has been requested or required, or when Tenant has given notice that Tenant is not renewing the lease. In the case of non-renewal of the lease, Landlord shall be permitted to show the apartment, from 9 AM to 7 PM Monday through Friday, 10 AM to 5 PM Saturday and Sunday without any prior notice. Denial of access pursuant to his provision is a violation of the lease and will cause a reduction in the refund of any security to compensate Landlord for the delay in re-renting the property.

C. Landlord is given the right to improve and repair the apartment during Tenant's occupancy by installing and/or repairing, by example, new flooring, new appliances, kitchen and bath cabinets, counter tops, heating and air conditioning equipment, tile, painting, window replacement and general building maintenance. Landlord's engaging in such activities shall not be considered a breach of the Lease or a violation of Tenant's right to quiet enjoyment nor shall Tenant be entitled to a set-off in the rent or entitled to any monetary damages due to Landlord's repairs and improvements to the property. Landlord may enter property without notice.

D. Request for service to the apartment or the building may or may not be honored by Landlord. Cosmetic issues are not an emergency. Landlord reserves the right to withhold or deny repair or replacement services to non-essential components and features of the apartment and building which do not affect the use of the apartment, and such denial shall not relieve Tenant of its responsibility to make uninterrupted payment(s) of rent. No abatement or reduction in the rent shall be allowed under the provisions of this paragraph 14.

#### 15. SECURITY DEPOSIT

- A. Landlord cannot make Tenant pay a security deposit of more than two-month's rent the first year, and one-month's rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised
- B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- C. Landlord can use the security deposit to pay for unpaid rent, unpaid utilities and damages (beyond normal wear and tear) that are the Tenant's responsibility.
- D. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit and if more than one Tenant, provide written permission as to who shall receive the security deposit, but absent any written permission, security deposit shall be divided between the tenants in equal shares.
  - A) Landlord may charge \$30.00 per unreturned key(s)
  - B) If key(s) to the Building, mailbox and/or Apartment are not returned and Landlord feels it is necessary to change the locks, Tenant is responsible for all cost incurred.
- E. Landlord will prepare a list of charges, late fees accrued, damages and unpaid rents. Landlord may deduct these charges from the security deposit.
  - A) Charges can include \$65 an hour for General Maintenance Labor Repairs. \$125 an hour for Specialized Labor, ie Plumbing, Appliance Technicians Landlord has to call for a service call. Re-painting of the property will consist of Labor and Materials. **LANDLORD WILL REPAINT IF TENANT SMOKES OR BURNS CANDLES INSIDE THE APARTMENT AT TENANT'S COST. THIS IS A NON-SMOKING APARTMENT. SECURITY CAN BE RETAINED. COST TO REPAINT A ROOM IS \$500 FOR LABOR. COST OF MATERIAL WILL BE CHARGED SEPARATELY.** Landlord will charge for repainting if tenant marks or puts holes the walls. Tenant will be charged for cleaning and any trash removal fees.
  - B) Landlord must return security deposit and interest, if any, minus any charges to Tenant, within 30 days from the expiration date of the lease.
- F. A deduction from the security deposit will be made in the amount of \$600.00 pending confirmation by Philadelphia Gas Works (PGW) that all gas bills have been paid in full by the tenant. Tenant acknowledges that this notification may not be available to it or Landlord within the 30 day refund period. Landlord shall refund the \$600.00 less any deduction for outstanding gas bill within 30 days from proof of payment of all gas bills.
- G. A walk-thru at the end of the lease may be scheduled by tenant; however, no walk-thru shall be conducted on the weekend, any holiday or the day before any holiday. Only one (1) walk-thru will be conducted.
- H. If more than one tenant is listed, Landlord will issue security refund, if any, to any one listed tenant, absent written instructions by all listed tenants to the contrary. A charge of \$15.00 per tenant will be assessed for security deposits refunded to more than one tenant.
- I. There shall be a charge of \$350.00 to delete a tenant or to add a new tenant, plus \$45.00 credit application fee for the new tenant. Landlord is not obligated to accept any new tenant regardless of the reason.
- J. Any pet fee which is required shall be retained by Landlord regardless of the condition of the apartment at the expiration of the lease.

- K. There is a charge of \$65.00 per hour for labor to clean out and remove debris and furniture left behind in the apartment after move out which will be deducted from the security deposit. TENANT IS REPOSIBLE FOR TRASH REMOVE AT END OF LEASE. TRASH MUST BE PLACED AT THE CURB IF TRASH DAY. IF IT IS NOT TRASH DAY, TENANT IS RESPONSIBLE FOR TRASH REMOVE FROM THE PREMISE. THERE WILL BE A MINIMUM CHARGE OF \$150 FOR TRASH REMOVAL. THERE IS A \$150.00 MATRESS DISPOSAL FEE. THERE WILL BE A MINIMUM CLEANING FEE OF \$260 IF THE PREMISE NEED TO BE CLEANED.

16. POSSESSION

- A. Tenant may move in (take possession of the Property) only on the Starting Date of this Lease.  
B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can change the starting date of the Lease to the day when the Property is available. Tenant will not owe rent until Property is available.

17. RENT INCREASES

- A. If the lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real estate taxes and water and sewer charges.  
B. If Tenant's actions cause an increase in property insurance; tenant will pay the amount of the increase.

18. PETS:

**A. NO PETS UNLESS A PRIOR APPROVAL WITH PET DEPOSIT IS AGREED TO IN WRITING.**

**B. Permission for Tenant to have NO PETS ALLOWED ("Approved Pet"). Tenant must have apartment professional cleaned for pet hair, urine, cat litter, etc prior to move out.**

1. Tenant is responsible for the Approved Pet's wellbeing.
2. In general, Tenant is to pick up after the Approved Pet's goes to the bathroom. The Approved Pet does go to the bathroom or get sick in the premises by accident, Tenant is clean up promptly with cleaning solution.
3. Tenant agree to keep the Approved Pet's nails short as not to damage the hardwood floors.
4. Approved Pets are allowed on the plaza if they play well with others. However, the plaza is not a bathroom. Nor is the garage.
5. Approved Pet is not to disrupt the quite enjoyment of fellow tenants.
6. When the landlord or agents of the landlord enter the premise, Tenant may be asked to crate the Approved Pet for the safety of the landlord or their agents.
7. Upon non-renewal Tenant may be asked to remove the Approved Pet from the premise for showings.
8. Tenant is to remove Approved Pet upon move out.

**C. Tenant will not keep any pets on any part of the Property without Landlord's written permission. Keeping an unauthorized pet is a breach of the lease subject to cancellation, eviction and or forfeiture of all money paid on account including last month's rent and security deposit.**

19. SMOKE DETECTORS

- A. Tenant will maintain and test (monthly) any smoke detectors on the Property. Landlord shall provide working smoke detectors and carbon monoxide detectors as required by the Philadelphia Department of License & Inspection. A charge of \$75.00 shall be assessed at the expiration of this lease for any carbon monoxide or smoke detector which is damaged or removed from the premises.  
B. Tenant will notify Agent or Landlord of any broken smoke detector(s).  
C. Tenant will pay for any damage to Property if Tenant tampers or removes smoke detectors.

20. FIRE AND OTHER DAMAGE

- A. If the Property is damaged by fire, flood, etc.:
1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then the lease terminates and all Lease obligations of Tenant terminate; **OR**

2. If it is not possible for the Tenant to live on the Property, Tenant must notify the Landlord immediately that the Lease is ended and move out within 24 hours.

B. If the lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.

C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

#### 21. AFTER NOTICE TO END LEASE

A. Tenant agrees to move out peacefully when Lease is ended.

B. FAILURE TO VACATE

**Tenant agrees to vacate and return their keys by 12:00 AM on the Ending Date of the lease or any renewal and acknowledge and grants and affirms the right of Landlord to dispose of any and all personal possessions and property left behind after 12:00 AM on the Ending Date of the Lease.**

**Tenant waives 100% of the security deposit should the apartment not be vacated as agreed and further agrees to pay all additional charges for removal of goods and to hold the Landlord harmless from any and all loss suffered as a result of removal and disposal of the property not removed by Tenant. The waiver of the security deposit for breach of this covenant is in addition to the per diem hold over charge of \$200.00 per day or any portion thereof that Tenant has not vacated the apartment.**

#### 22. IF TENANT BREAKS LEASE

A. Tenant breaks this Lease if:

1. Tenant does not pay rent or other charges.

2. Tenant leaves Property permanently before the end of this lease.

3. Tenant does not move out when her/she is supposed to.

4. Tenant fails to do anything Tenant agreed to in this lease.

5. Tenant(s), guests, or occupants violate this lease, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;

6. Tenant(s), or any occupant is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia under state statute.

7. Any illegal drugs or paraphernalia are found in the Premises or on the person of Tenants(s), guests, or occupants while on the Premises and/or; as otherwise allowed by Law

8. Tenant paints or decorates or alters the apartment without prior written approval of Landlord

A. If tenant paints the apartment, there will be a charge for repainting.

B. If tenant paints the cabinets, Tenant will be charged for new cabinetry

9. If Tenant's actions cause an increase in property insurance

10. Tenants subleases or brings in an additional roommate(s) including overnight guests(s) without prior written approval of Landlord. The penalty for such action is forfeiture of security deposit in full plus any damages which may be assessed by a court.

B. Non-Payment of Rent: If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE days is sufficient. This means that if a Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.

C. Other Lease Violations: If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant FIVE days to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant FIVE days written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict tenant on the sixth day.  
**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND MOVE OUT.**

D. If Tenant breaks Lease for any reason, Landlord may:

1. Get back possession of the Property by going to court to evict Tenant. If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and the Landlord's reasonable costs.
2. File a lawsuit against Tenant for rents and charges not paid and for rents and charges for the rest of the lease term. If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles and money in the banks.
3. Keep Tenant's security deposit.

### 23. SALE OF PROPERTY

- A. If Property is sold, on the date of settlement; Landlord will give Tenant in writing:
  1. Name, address and telephone number of new Landlord.
  2. Where rent is to be paid
  3. Notice that the security deposit has been given to the new Landlord, who will be responsible for it.
- B. Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new Landlord.
- C. Tenant understands that Landlord will have no duties regarding this lease after the property has been sold.
- D. Landlord agrees to require any new Landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

### 24. IF GOVERNMENT TAKES PROPERTY

- A. The government or other public authority can take private property for public use. The taking is called condemnation.
- B. If any of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advance rent.
- C. No money paid to Landlord for the condemnation of the Property will belong to Tenant

### 25. LEASING AND TRANSFER

- A. Landlord may transfer this lease to another Landlord. Tenant agrees that this Lease remains the same with the new Landlord.
- B. Tenant may not transfer this Lease (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.

### 26. Re-Let

If Tenant moves out early, Landlord has the right to charge a re-let fee equivalent to one month's fee to find a new tenant during the term of the tenants' lease. Tenant will continue to be responsible for the rent for the full term of the lease till a new tenant is found.

### 27. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER

Landlord may have a mortgage on the property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this lease.)

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.

### 28. MEDIATION

- A. Mediation is a way of resolving problems. A mediator helps the disputing parties reach an agreeable solution without having to involve the courts.
- B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS or to another mediator. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

### 29. INSURANCE AND RELEASE

- A. Tenant understands that:

1. **LANDLORD'S INSURANCE, if any, DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.**
2. **TENANT SHOULD HAVE THEIR OWN FIRE AND LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.**

**B. LANDLORD IS NOT RESPONSIBLE** for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that results from the damage or injury.

**C.** Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

**D.** Tenant must provide a copy of their rental insurance to Landlord

**I/WE HAVE READ AND UNDERSTOOD THE FORGOING PARAGRAPH.**

**TENANT'S INITIALS**

**30. CAPTIONS**

The headings in this Lease are meant only to make it easier to find paragraphs.

**31. ENTIRE AGREEMENT**

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this lease.

**32. NON-SMOKING POLICY.** The grounds and premises are hereby declared and are a non-smoking area. The designated non-smoking areas are all of the public areas and common grounds and encompass the area from the front sidewalk on Green Street, the stairs to the front entrance doors of each building, the Courtyard at 2211 and its walkways, the metal fire escapes and walkways, the fire tower, all interior hallways and the laundry room.

**33. NOTICE BEFORE SIGNING:**

Any actions to enforce any provision of this lease must be initiated in Philadelphia Municipal Court. **THIS LEASE MAY BE SIGNED IN COUNTERPARTS BY ANY OF THE TENANTS.**

**THIS LEASE IS A LEGAL CONTRACT. IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO TALK TO A LAWYER BEFORE SIGNING THIS LEASE.**

TENANT  DATE:

TENANT  DATE:

LANDLORD: H & W Apartments

By: \_\_\_\_\_ DATE: \_\_\_\_\_

**ADDENDUM TO LEASE FOR 2211-13-15 GREEN STREET**

**1. FIRE SAFETY PROCEDURES:**

A. Tenant agrees to the following safety procedures:

1. In case of Fire, evacuate the building, pull the ring at the RED FIRE STATION, call 911, notify landlord.
2. In case of FALSE ALARM, push "reset" button on the sensor and call landlord.
3. **FAILURE TO NOTIFY LANDLORD MAY MAKE ALARM INOPERATIVE AND WILL ENDANGER EVERYONE'S SAFETY.**
4. **NEVER DISCONNECT A FIRE OR SMOKE DETECTOR IN THE UNIT.**
5. **ALWAYS NOTIFY THE LANDLORD IN THE EVENT OF ANY ALARM SOUNDING**

**2. CITY CODES AND ORDINANCES:** Tenants agree to maintain the property in compliance with all current and future City of Philadelphia codes and ordinances. These include but are not limited to trash and recycling laws and schedules and fire safety regulations.

The following are absolutely prohibited within the Property:



Live Christmas trees, flammable liquids such as charcoal fluid, gasoline, propane tanks, bar-b-que units, propane, kerosene and space heaters, exposed electric element heaters. Tenant agrees to pay all fines levied due to Tenant's failure to comply with the codes and ordinances.

**TENANT WILL KEEP FIRE EXITS ON THE WALKWAYS CLEAR.**

**3. ACCIDENTAL LOCK OUT & RETURN OF KEY CHARGES:** There is a \$25.00 non-return of key charge for each key not returned by Tenant. A lock-out charge of \$175.00 in the event Landlord is called to let tenant in between 4pm and 9am and weekends. The charge of a lock is reduced between on Monday - Friday 9 AM to 4PM to \$75.00. Higher fees up to \$250.00 will be charged for Holidays. A key charge of \$35.00 shall be charged for replacing a lost key.

**4. CHANGE OF EXISTING LOCKS:** Tenants may not change or add locks. Landlord will remove any such lock without notice at the Tenant's expense of a minimum of \$375.00.

**5. EMERGENCY REPAIRS:** Emergencies are:

1. Gas leaks
2. Flooding or active water coming in the unit from the roof or unit above
3. Loss of Heat or electric
  - a. If heat or electric are shut off because of Tenant's failure to pay their utility bill, Tenant shall be responsible for any damage from freezing pipes.
4. Fire or physical damage to the Property

**EMERGENCY CONTACT NUMBERS:**

1. POLICE: 911
2. GAS- Philadelphia Gas Works 215-235-1212
3. ELECTRIC- PECO 215-841-4141
4. FIRE ALARM SOUNDING – LEAVE THE BUILDING AND DO NOT RETURN UNLESS YOU ARE CERTAIN THAT THERE IS NO FIRE.  
Call the Landlord @ 215-278-2640

**6. THE PARTNERS FOR GOOD HOUSING HANDBOOK**

The City of Philadelphia has compiled a handbook, The Partners for Good Housing, an outline standard for houses and apartments which is to provide to tenants upon signing of the lease.

Tenant received *The Partners for Good Housing*.

Tenant read the information Landlord gave in paragraph 6.

**7. IF PROPERTY WAS BUILT BEFORE 1978:**

Lead Hazards Disclosure Requirements: The Residential Lead-Based Paint Hazard Reduction Act says that any landlord of property built before 1978 must give the tenant an EPA pamphlet titled *Protect Your Family From Lead in your Home*. The landlord also must tell the tenant and the Agent for the landlord what the landlord knows about lead-based paint hazards that are in or on the property being rented. Landlord must tell the tenant how the landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and the lead-based paint hazards are and the condition of the painted surfaces. Any landlord of a pre-1978 structure must also give the tenant any records and reports that the landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented the common areas or other dwellings in multi-family housing. This Act does not apply to housing built during 1978 or later.

**LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the pre-1978 housing, landlords must disclose the presence of known lead based paint and lead-based paint

hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

A. Landlord initial one: X Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the property.

**OR**

\_\_\_\_\_ Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.

B. Landlord initial one:

X Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property; **OR**

\_\_\_\_\_ Landlord has given Tenant all available records and reports about lead-based paint or lead based paint hazards at the property. List records and reports \_\_\_\_\_.

C. Tenant initial all that are true:

                      Tenant received the pamphlet *Protect Your Family from Lead in Your Home*.

                      Tenant read the information Landlord gave in paragraph 6 (A) and (B) above.

D. Landlord and tenant certify, by signing this lease that the information given is true to the best of their knowledge.

E. Agents involved in the transaction certify, by signing here that:

1. The information given is true to the best of their knowledge.
2. They have told Landlord of landlord's responsibility under the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C.4852d), described in the Lead Hazard Disclosure Requirements above. Agent must make sure that LANDLORD GIVES tenant the information required by this Act.

Agent signs here: \_\_\_\_\_ Date: \_\_\_\_\_

### 8. MOLD ADDENDUM

#### MOLD AND MILDEW:

Tenant acknowledges that it is necessary for tenant to maintain appropriate climate control, keep dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. Tenant agrees 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. Tenant agrees not to block or cover any heating, ventilation or air-conditioning ducts. Tenant also agrees to report immediately in writing to Landlord:

1. Any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common area;
2. Any evidence of mold that cannot be removed with a common household cleaner;
3. Any failure or malfunction in heating, ventilation, or air conditioning; and
4. Any inoperable doors or windows.

Tenant further agrees that Tenant shall be responsible for damage to the dwelling unit and Tenant's personal property as well as any injury to Tenant, the Tenant's family and all persons on the Property with Tenant's permission resulting from Tenant's failure to comply with the terms of the Mold Addendum.

#### VIOLATION OF RULES:

If Tenant, the Tenant's family or any persons on the Property with Tenant's permission violates 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. Upon written notice from Landlord, Tenant must immediately comply with all rules and provisions of this Mold Addendum. Landlord also has all other rights and remedies set forth in the Lease, including damages, eviction, and attorneys' fees to the extent allowed by law.

#### LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.:

Tenant is 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. Landlord – not the Tenant – will arrange for these services. If a part or parts of the dwelling unit cannot be satisfactorily cleaned or repaired, Tenant must pay for us to replace them completely. Payment for cleaning, replacements, etc. are due immediately upon demand.

**9. TRASH:** Each tenant is responsible for his/her own trash. Use only sturdy plastic bags with draw strings. Paper or Super Fresh type plastic bags are not acceptable. Putting out trash too early can result in fines from the City. Fines will be passed on to the offending Tenants. Details on trash pickup in the City can be found at [www.phila.gov](http://www.phila.gov) under Department of Streets.

**TENANTS ARE TO PLACE TRASH IN A SEALED CONTAINER TO PREVENT RODENTS AND INSECTS**

**A) TRASH SCHEDULE:**

Put out Trash: After 7:00 PM Tuesday evening

Trash Pickup: **WEDNESDAY MORNING**

If a City Holiday falls on MON, TUE or WED, trash will be collected on Thursday and trash should be put out on Wednesday evening.

RECYCLE: Every other Wednesday: YOU MAY RECYCLE GLASS, PAPER, CANS & PLASTIC

**10. MAINTENANCE SERVICES:** Call H&W Apartments (215) 278-2640

**11. LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

As part of payment received by Owners (Landlord) \_\_\_\_\_  
(Name of Current Landlord)

Now transfers to \_\_\_\_\_, his heirs and estate, this Lease and the  
(Name of New Landlord)

right to receive the rents and other benefits.

WITNESS \_\_\_\_\_ LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_  
WITNESS \_\_\_\_\_ LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_