

Lease Agreement

Utilities

It is understood and agreed that charges for the facilities that TENANT has selected can vary monthly and will be re-set at market rates, i.e., cable TV, internet.

In the case where LANDLORD provides natural gas to the apartment community, the rates will be as governed by the Pennsylvania Public Utility Commission or the Public Utility Commission of Ohio depending on where the property/apartment is located, and will vary monthly. TENANT will pay these rates and any other charges including service charges permitted by the PUC. The payment for this service shall be included with the rent and subject to a late charge of 10% monthly of the charges made but not less than a minimum \$10 additional fee for late payment.

Where TENANT pays for heat, i.e., electric or natural gas, it is agreed that the TENANT will maintain the apartment at not less than 60 degrees Fahrenheit throughout the term of the lease. If TENANT is away at any time, TENANT must run heat at TENANT'S expense. Where TENANT pays an outside utility company for any utilities, TENANT will immediately, upon the commencement of this lease, contact the utility providers and arrange for billing of the service in TENANT'S name. There will be a \$25 per month per bill administrative charge to TENANT from LANDLORD for TENANT'S failure to put utilities in TENANTS name, in addition to TENANT'S responsibility to reimburse LANDLORD for any TENANT utilities which LANDLORD pays.

Where TENANT pays to LANDLORD a Water/Sewage Reimbursement Fee; if LANDLORD'S cost of such water and sewage costs increase at any time during the term of the lease LANDLORD may increase TENANT'S Fee to compensate LANDLORD for TENANT'S pro-rata share of such increased costs. TENANT agrees to pay any such increased amount upon notification from LANDLORD.

Where TENANT pays to LANDLORD Community Maintenance Fee, if LANDLORD'S aggregate community maintenance cost increases at any time during the term of the lease, LANDLORD may increase TENANT'S Fee to compensate LANDLORD for TENANT'S pro-rata share of such increased costs. TENANT agrees to pay any such increased amount upon notification from LANDLORD.

LANDLORD shall at any time during the course of this lease be entitled to make a charge to TENANT for TENANT'S proportional share of the cost to LANDLORD for all water and sewer usage, notwithstanding any other amounts set forth in this lease. LANDLORD shall also be entitled to sub-meter the apartment and TENANT shall then pay the actual usage of water and sewer in lieu of other water and/or sewer charges stated in the lease.

TENANT must tell LANDLORD if TENANT does not live in unit for more than one week.

TENANT may not put insulation to windows, doors or other openings.

Broadband Services

TENANT must pay Cable Access and Internet Access fees as specified on page 2 whether subscribing to cable television or internet services, or not.

Future Broadband Services

If LANDLORD, in its sole discretion, determines the property can best be served by a entering into a bulk services agreement with a third party for providing cable TV, internet and/or any other broadband services, LANDLORD has or shall have the right to enter into such agreement. TENANT has the obligation to pay LANDLORD for these services if subscribed to, and LANDLORD may increase, from time to time, TENANT'S gross monthly rent and discounted monthly rent for these services that LANDLORD provides. Broadband services will be provided at regular non-promotional competitive rates. **If no Broadband subscription is subscribed to from LANDLORD, TENANT is still responsible to pay Cable Access, Internet Access and any other Broadband Access fees.**

Payments

All payments including the basic monthly rent, facilities and or options selected by tenant and any and all other charges are to be paid to A. R. Building Company by mail at:

**P.O. BOX 828
MARS, PA 16046**

All payments must be made by any of the following methods:

1. By check or money order (no cash payments allowed) mailed to the address above.
2. By online payment at resident portal through property's or arbuilding.com website. Debit from TENANT'S bank account or charge to credit card initiated by TENANT through the resident portal.

Early Discount

The Early Discounted Rent is equal to approximately 90% of the Basic (Gross) Monthly Rent. Rental payments. TENANT pays only the Early Discounted rent to if: 1) TENANT mails the rent to LANDLORD by U.S. Postal Service (private or other delivery is not acceptable) and the U.S. Postal Service postmarks the payment no later than the **2nd of the month**, or LANDLORD receives the rent by the **2nd of the month**. TENANT may not use personal postage meters to postmark rent payments; or 2) TENANT is set up on automatic withdrawal; or 3) TENANT pays online and initiates payment no later than the 2nd of the month.

Late Discount Rent

TENANT shall initial on page two if choosing the Late Discount Rent which shall prevail for the term of the lease and is the right on the part of the TENANT to defer the payment of the rent due under the lease until the **12th day of the month** for which the rent is due. In this circumstance the rent must be postmarked on or before the **12th day of any given month** and if so complied with the rent will be indicated as on page two of the lease under the heading Late Discount Rent. If, on the other hand, the TENANT fails to pay the rent by the **12th day of the month** as provided herein, the Basic (Gross) Monthly Rent will apply for that month. TENANT may not use personal postage meters to postmark rent payments. TENANT may not pay rent in cash. TENANT must pay by check, money order, or online.

Co-Signers

The co-signer of this lease is a person other than the TENANT who signs the lease to assure TENANT is in compliance with the lease. Each person who signs this LEASE, including all COSIGNERS, is responsible for all provisions contained in this lease. Each person who signs this lease, including all COSIGNERS, is responsible for the entire rent. This means that any single TENANT or COSIGNER can be sued for the entire rent and payment of any damages.

Security Deposit

TENANT gives to LANDLORD the amount of money shown on page two (2) as a security deposit. TENANT may not use the security deposit for rent or to pay any other amount due LANDLORD.

LANDLORD, at its option, may use the security deposit, utility deposits and/or any other deposits to pay for rent, utilities, damages or necessary cleaning costs. LANDLORD will return the unused portion of the security deposit within 30 days after the end of the LEASE.

If TENANT sublets, LANDLORD will hold all deposits as security until the end of the LEASE. LANDLORD will return the unused portion of TENANT and subtenants deposit within 30 days after the expiration of the lease.

Security deposits are deposited in an account with S & T Bank, Indiana, Pa. or another FDIC Bank. The security deposit earns no interest unless the TENANT'S LEASE extends to a third year.

LANDLORD will return the security deposit to TENANT not before 30 days following the end of the term on the condition that TENANT gives LANDLORD written notice of TENANT'S forwarding address. If TENANT sublets, LANDLORD will return both deposits on the same terms and conditions. No interest will be paid unless the TENANT requests same in writing after the third year within 30 days after the termination date of the lease. If TENANT continues to lease year after year, it is the responsibility of the tenant to request interest at the term of each lease period or interest will be forfeited for that period.

Occupants

Only TENANT(s), their children, and Occupants listed on this lease may live in the leased unit. If TENANT marries after signing the LEASE, the spouse may live with TENANT. The spouse must sign the LEASE, provide credit information and pay LANDLORD'S normal credit report fee.

TENANT may use the unit only as a residence.

A person who has not signed the lease may not live in the unit other than dependent children and Occupants listed on this lease. A person is "living" in the unit when that person:

- a. has a telephone number listed at leased unit;
- b. receives mail at the leased unit;
- c. stays for more than 4 nights; or,
- d. there is clothing or personal property indicating that the person is not a visitor.

Credit Information / Criminal Reports

LANDLORD may check credit and criminal background information at any time during or after the term of this LEASE or if LANDLORD is due rent or damages. LANDLORD may look into TENANT'S references given in the application. If TENANT does not pay rent when due, LANDLORD may report such information to credit reporting agencies.

By signing this LEASE, TENANT allows LANDLORD to check information given regarding TENANT'S credit history. TENANT allows its bank or other financial institutions to give LANDLORD, upon LANDLORD'S request, any credit information including, but not limited to, account balances.

LANDLORD may run a criminal background check on any TENANT, OCCUPANT or CO-SIGNER at any time during the term of this lease and may terminate this lease at its discretion based on the results of the report.

LANDLORD relies on all financial information given to LANDLORD about TENANT by:

- a. TENANT;
- b. Any person who signs this LEASE; or,
- c. Any credit reporting or criminal background agency.

Guests

TENANT is responsible for any violation of the rules by guests. Any damages done to the leased premises or the LANDLORD'S property will be chargeable to the TENANT. TENANT is responsible for the actions of TENANT'S guests, visitors, or other occupants of the unit.

Barbeque Grills

No barbeque grills or open flame devices are permitted. Only electric grills may be used.

Conduct of TENANT

The TENANT may not do or allow any behavior in the property which is a nuisance or which creates a risk of injury, loss or damage, or any criminal act.

No Animals or Pets

TENANT may not bring or allow animals or pets on the property for any length of time, even minutes, unless this apartment complex allows pets and TENANT has executed a pet agreement and pays the additional pet rent and any and all other fees as required by this LEASE and the pet agreement.

The "property" includes the grounds and all areas LANDLORD owns.

An "animal" is any living thing other than a human being or a plant. It includes fish, rodents, birds, turtles, cats, dogs and every other known life form.

In addition to all remedies available to LANDLORD to terminate the LEASE, LANDLORD may do any or all of the following:

- a. ENTER the unit with or without force and remove the animal;
- b. CHARGE TENANT double rent for the entire term; and
- c. REQUIRE TENANT to pay to replace all carpeting, repair the unit, clean entire unit, clean, deodorize, and seal all floors of the unit.

It does not matter whether TENANT owns the animal or pet.

Vehicles

TENANT may not park motorcycles, boats, trailers or unregistered or disabled automobiles on the premises. TENANT may not store automobiles not in use. TENANT may not park pick-up trucks or vans with work equipment exposed to view. TENANT may not perform or make any repairs to automobiles while parked on the premises. Parking is not permitted on the streets or in the common drive areas.

THE RIGHT TO USE THE PARKING FACILITIES IS A LICENSE. IF TENANT DOES NOT PAY RENT WHEN DUE, THE PARKING LICENSE IS TERMINATED. AFTER BEING TOLD THE PARKING LICENSE IS TERMINATED, TENANT MAY NOT USE PARKING FACILITIES.

LANDLORD MAY TOW, AT TENANT'S EXPENSE, ANY VEHICLE DETERMINED BY LANDLORD TO HAVE BEEN ABANDONED, STORED OR PARKED IN VIOLATION OF THIS PROVISION. ANY VEHICLE THAT DOES NOT HAVE A CURRENT INSPECTION STICKER OR CURRENT LICENSE PLATE REGISTRATION SHALL BE CONSIDERED TO HAVE BEEN ABANDONED BY TENANT AND LANDLORD SHALL BE ENTITLED TO HAVE THE VEHICLE TOWED AT TENANT'S EXPENSE ALONG WITH A SERVICE CHARGE PAYABLE TO LANDLORD of \$75.

Condition of Unit

TENANT accepts the unit and property in its present condition. The unit is in good and livable condition.

LANDLORD rents furnished apartments "as is".

Within 48 hours of taking possession of the unit, TENANT must give LANDLORD a list of defects or damages to the unit. As part of this list, TENANT must test all smoke detectors and batteries and include any problems on the list. The purpose of the list is to show the condition of the unit at the time of the lease.

Unless TENANT gives LANDLORD written notice within five days of occupancy of the discovery of any insects, bed bugs, or similar nuisances, it shall be assumed that any such insects that later appear are the result of TENANT occupancy and TENANT hereby agrees to pay the reasonable cost to remove such insects and repair the unit plus a 50% administrative fee.

If TENANT does not give LANDLORD a list of defects within the time given, TENANT acknowledges that there are no defects or damages. TENANT must return the property to LANDLORD in the same basic condition as it was provided. TENANT is responsible for all damage to the property that occurs after acceptance.

Alterations and Improvements

TENANT shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of LANDLORD. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by TENANT shall, unless otherwise provided by written agreement between LANDLORD and TENANT, be and become the property of LANDLORD and remain on the Premises at the expiration or earlier termination of the Agreement.

Hazardous Materials

TENANT shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Abandonment

If at any time during the term of this Agreement TENANT abandons the Premises or any part thereof, LANDLORD may, at LANDLORD's option obtain possession of the Premises in the manner provided by law, and without becoming liable to TENANT for damages or for any payment of any kind whatever. LANDLORD may, at LANDLORD's discretion, as agent for TENANT, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or unexpired term, and may receive and collect all rent payable by virtue of such

reletting, and, at LANDLORD's option hold TENANT liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting. If LANDLORD's right of reentry is exercised following abandonment of the Premises by TENANT, the LANDLORD shall 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 LANDLORD is hereby relieved of all liability for doing so.

Maintenance

TENANT must clean and maintain the unit. Conditions caused by TENANT'S failure to clean and maintain the unit are TENANT'S responsibility.

The following apply:

- a. **WINDOWS:** TENANT must keep windows covered with blinds, curtains, or other appropriate covering. TENANT may not use sheets, blankets, or other makeshift coverings. LANDLORD may remove them. LANDLORD will provide screens only if available. TENANT is responsible for cleaning windows.
- b. **CLOTHES:** TENANT may not hang clothes from windows or balconies.
- c. **ITEMS NOT ALLOWED:** TENANT may not have waterbeds, space heaters and hotplates. TENANT may not have refrigerators, ranges, dishwashers or air conditioners that LANDLORD did not provide.
- d. **ROOF:** TENANT may not go onto the roof of the building.
- e. **CLEANING:** TENANT must keep the unit clean and in good repair at all times. All LANDLORD equipment such as the oven and stove, refrigerator, dishwasher, garbage disposal, HVAC equipment, toilets and sinks, tubs, and washers and dryers must be used properly. TENANT is responsible for any damage to this equipment, including from improper use.
- f. **STORAGE:** TENANT may only store items in specified storage locations. LANDLORD may remove anything stored in hallways, basements, or other common areas and charge TENANT. LANDLORD is not responsible for anything removed. LANDLORD considers property of TENANT stored in common areas abandoned. **NO FLAMMABLE OBJECTS MAY BE STORED.**
- g. **CHANGES TO UNIT:** TENANT may not mark any surface on the premises, use picture hooks or adhesives, or make any changes of any kind to the unit.
- h. **FILTERS:** TENANT must change furnace and air conditioning filters and do other normal and routine maintenance.
- i. **WINDOW TREATMENTS:** Where LANDLORD provides window treatments, TENANT may not repair or adjust them in any way. LANDLORD does not promise that window treatments will last through the term of the LEASE or for any period of time.
- j. **LIGHT BULBS:** TENANT must replace all light bulbs within the unit.

- k. **SATELLITE DISHES:** TENANT may not use or install any satellite dishes inside or outside the unit unless it is understood that TENANT will install the Satellite Dish in an approved container by LANDLORD. Failure to do so will incur a FINE OF \$150.00, which will be due and payable immediately upon discovery of illegal installation. Furthermore, upon vacating if there is any damage to the building's exterior or interior of the unit, along with any removal of any items left behind with respect to the satellite dish, TENANT will be charged an additional charge of \$150.00 upon departure.
- l. **ANTENNA:** TENANT may not install any outside antenna.
- m. **MISCELLANEOUS:** TENANT may not bring onto the property:
 - 1. above ground swimming pools or play pools;
 - 2. sand boxes;
 - 3. portable or permanent basketball hoops;
 - 4. swing sets or gyms;
 - 5. playhouses.
 - 6. patio furniture for patios, decks or balconies that is not in good condition

In addition to the above, LANDLORD may disallow the use of any equipment or appliance that, in the opinion of LANDLORD:

- 1. is unsafe; or,
- 2. would make unreasonable use of utilities, supplied by LANDLORD

IF ANY PROHIBITED ITEMS ARE DISCOVERED ON THE PROPERTY, LANDLORD MAY REMOVE THEM AT TENANT'S EXPENSE.

Respect LANDLORD'S Employees

TENANT, Guest(s), Occupant(s), Co-signer(s), or Representative(s) of TENANT will at all times conduct themselves with proper and reasonable decorum. Any verbal abuse such as threatening or foul language, screaming or yelling is strictly prohibited. Any physical contact or abuse such as pushing or shoving of LANDLORD'S employees is strictly prohibited. If TENANT acts in this manner, LANDLORD may tell TENANT to immediately vacate the premises. If TENANT does not vacate the premises, TENANT agrees such actions are cause for eviction of TENANT.

Entering Unit

LANDLORD may enter the unit at reasonable times, after first knocking to:

- a. show the unit to prospective TENANTS;
- b. investigate a suspected violation of the LEASE;
- c. remove major appliances;
- d. make repairs to the unit; or,
- e. any other reasonable purpose.

If TENANT does not allow LANDLORD reasonable access, LANDLORD may forcibly enter. In addition, LANDLORD will charge TENANT for repairs.

Insurance

TENANT must carry insurance for protection and damage to any personal property. LANDLORD does not carry insurance on the contents of TENANT'S unit. LANDLORD is not responsible for any damage or loss to personal property of TENANT for any reason.

TENANT will not get rent back or abated for damage to unit unless unit is declared to be unlivable by LANDLORD by no fault of TENANT. If the unit is unlivable due to fire or other casualty, which is not the fault of TENANT, LANDLORD may do any of the following:

- a. give TENANT money back or abate TENANT'S future rent based on the monthly rent and the number of days the unit is unlivable; the unit must be unlivable for more than 30 days for LANDLORD to consider this; LANDLORD will not give back money for the first 30 days the unit is unlivable;
- b. let TENANT move to another unit at TENANT'S expense;
- c. end this LEASE.

LANDLORD is not responsible for any property lost by TENANT as a result of fire or other casualty. TENANT will not get rent back if TENANT lives in the unit. TENANT will not get rent back if the damage is found to have been caused by TENANT.

Packages

LANDLORD will not accept delivery of mail or packages for TENANT.

Intercoms

The intercoms, if any, are for convenience only and are not intended to be security systems.

LANDLORD does not promise that intercoms will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system.

Trash/Recycling

Trash must be placed outside in accordance with the directions of the LANDLORD. TENANT must place trash outside in accordance with municipal ordinances.

If TENANT violates local ordinances for removal of trash/recycling and LANDLORD is fined, TENANT must pay the fine and any costs of LANDLORD that result from TENANT'S actions.

TENANT must remove all garbage as it accumulates, stored outdoors in the appropriate containers and placed for pick-up when scheduled. Garbage may not be kept in closets, hallways, basements, etc. If TENANT abandons property on the premises, TENANT must pay the cost for removal.

Trash can not be set outside, on patios or decks or in common areas of buildings where trash and recycle dumpsters exist. Trash must be taken to the dumpsters on a regular basis.

Snow/Ice

TENANT must clear walkways and driveways. LANDLORD will not remove snow and ice.

Smoke Detectors

TENANT must test smoke detectors regularly and replace batteries as needed. TENANT must tell LANDLORD immediately if smoke detectors should break.

Fitness Center/Swimming Pool/Recreational Facilities

At apartment complexes wherein these facilities are provided, the LANDLORD retains the right, at any time, to close these facilities permanently and/or dismantle them, which shall not result in a lease termination or rent adjustment. The hours of operation and persons entitled to use the facilities are strictly at the discretion of the LANDLORD. Only named TENANTS, their children if age-appropriate and OCCUPANTS are entitled to the use of these facilities. No guests are permitted except under certain circumstances, which can be reviewed with management. In those few instances where guests are permitted, a guest fee must be paid and the TENANT is responsible for the conduct and behavior of the guest. Any abuse of these facilities by any TENANT or OCCUPANT or their immediate family or guests, which resides in the apartment will result in the immediate withdrawal of the right to use such facilities and subject the named TENANT to any and all damage costs together with a 15% overhead added. TENANTS recognize that many of these facilities will have cameras, which will both search the room and record during hours of operation. No smoking and no drinking is permitted in or on these facilities. Loud behavior and/or inappropriate attire will also be cause for removal of the right to the use of these facilities.

The use of any of these facilities will be at the risk of the person using same. TENANT/Occupants and any and all users of this facility for himself/herself hereby assume all liability for any injuries or damages sustained by those using these facilities and hereby indemnify and hold the LANDLORD harmless from any and all such claims, causes of action or potential liability, including costs to defend any claims.

Swimming pools are open according to a schedule posted by LANDLORD. ALL TENANTS SWIM AT THEIR OWN RISK. NO LIFEGUARDS ARE PROVIDED.

If facilities are closed due to malfunction, LANDLORD will make reasonable efforts to fix and reopen as soon as possible. However, LANDLORD is not responsible for delays beyond LANDLORD'S control. LANDLORD also may close swimming pools permanently at any time without any adjustment to the rent.

TENANT/Neighbor Relations

TENANT may not make noise which disturbs other TENANTS or neighbors or property management or staff. TENANT may not have any large gatherings. TENANT may not engage or allow any unlawful activity on the premises or in the unit.

LANDLORD will make reasonable efforts to cause neighboring TENANTS to conduct themselves reasonably. However, LANDLORD is not responsible for parties, noise, stereos or

similar noise from other units or the actions of other TENANTS, including criminal activity. TENANT agrees to conduct themselves in a reasonable manner so as not to disturb other TENANTS.

Locks & Keys

TENANT may not change, add to or modify the locking of the unit without written permission of LANDLORD. If TENANT changes or adds locks or barriers, LANDLORD may break and enter to change the locks back. TENANT must pay for the cost of changing all locks back and for any damages TENANT'S locks cause.

TENANT must keep building and apartment door locked. TENANT is satisfied with the building security as is. TENANT may not give anyone else a key.

In the event the TENANT has lost the key to the apartment, it shall be the obligation of the TENANT to call a locksmith if after hours. TENANT must supply LANDLORD with a replacement key in the event the lock has been changed. TENANT is responsible for any and all charges incurred by locksmith. The LANDLORD will not provide key service during the weekend or after regular daily hours. During regular maintenance hours, if TENANT has lost or misplaced keys, and LANDLORD has to open the apartment or supply new keys, TENANT must pay for the cost of getting into the unit and/or replacement of locks and keys. LANDLORD will charge TENANT a \$25.00 fee in addition to any other cost, if LANDLORD helps TENANT gain access to the unit. The inability of TENANT to gain access to unit is not considered an emergency. LANDLORD has no obligation to assist TENANT in gaining access to the unit.

Subletting

TENANT may not lease the unit to someone else ("sublet") without prior written permission of LANDLORD. LANDLORD will not unreasonably refuse requests to sublet. It is the TENANT'S sole responsibility to find a sublet TENANT. All SUBTENANTS must satisfy LANDLORD'S credit requirements. Once LANDLORD accepts the SUBTENANT, the TENANT shall pay to the landlord a one month sublet fee; if the LANDLORD finds the SUBTENANT, then the original TENANT agrees to pay the LANDLORD a two month sublet rental commission. All fees must be paid before the subtenant moves in.

If TENANT sublets, TENANT shall remain liable for the paying rent and for all other LEASE responsibilities until the end of the original term. TENANT is responsible for any violations of the LEASE committed by SUBTENANT.

If the monthly discounted rent for the SUBTENANT is less than for TENANT, TENANT must pay the difference for the balance of the original term. Payment of this amount is a condition to subletting.

In the event of an approved sublet the LANDLORD shall be entitled to retain the original TENANT security deposit along with a sublet security deposit until such time as the LANDLORD has approved the SUBTENANT as an original TENANT at which point the original TENANT shall be refunded his security deposit but not before the expiration of the original term of this lease.

Ending Lease Early

TENANT may end the lease any time by giving LANDLORD written 60-day notice. The last day of the month after the 60-day period is the "end date". For example, if notice is given on January 10, the end date is March 31, TENANT must pay a Cancellation Fee. For leases with a TERM of 24 months or less, pay a fee equal to **3 months rent** (or **4 months** rent for Villages of Easton, Toll House, Starboard Villa, Brookside and Timber Ridge) plus any rent due prior to the end date. Any concessions that accompany this lease such as free rent, discounted rent, reward coupons, or reduced rent for a period of time must be repaid to LANDLORD in full along with the cancellation fee. For example, if the monthly rent was \$450 for the first six months of the lease and \$550 for the second six months, at cancellation the earlier rent of \$450 would be increased to \$550 so that the rent for the period to the cancellation date would be the higher of the two and would be need to be repaid to LANDLORD. In this certain case, say for example cancellation was to be effective after the first six months of the lease, the TENANT would owe a cancellation fee plus an additional \$100 a month for the six month together with any and all other charges.

TENANT must leave the unit by the end date. TENANT must pay rent, pay utilities, clean the dwelling and comply with all LEASE terms until the end date and in addition will be responsible for the balance of all the rent due without discount for the term of this lease in addition to utility charges and other service charges as provided for in this lease throughout the term of this lease.

Leaving Unit

TENANT may not leave the unit permanently during the term of the LEASE. This means TENANT may not remove most of the TENANT'S furniture or belongings.

If TENANT leaves the unit permanently during the term of the LEASE, LANDLORD may take possession of the unit and its contents. LANDLORD may throw out the contents and re-rent the unit without responsibility to TENANT.

If LANDLORD sells the contents, TENANT will get money back for the amount LANDLORD receives, less the cost of removal and sale. TENANT must still pay the rent for the entire term.

IF TENANT LEAVES THE UNIT PERMANENTLY, TENANT WILL LOSE THE SECURITY DEPOSIT AND WILL BE SUBJECT TO THE PAYMENT OF ALL THE REMAINING SUMS DUE FOR THE BALANCE OF THE ITEMS UNDER THIS LEASE INCLUDING ALL FACILITIES AND SERVICES SUBSCRIBED TOGETHER WITH COURT COSTS AND ATTORNEY'S FEES.

End of Term

TENANT must vacate the unit by noon on the expiration date of this lease.

During the last sixty (60) days of the lease term, LANDLORD may advertise and show the unit to prospective TENANTS during the day and evening hours. TENANT must keep the unit in

clean and neat condition during that time. LANDLORD will try to tell TENANT before showing the unit, but may show the unit without notice.

TENANT must return all apartment keys, mailbox keys, garage door openers and all access cards. Failure to return any of the mentioned items above will result in a \$35.00 charge per each item.

Any damages to walls or painting beyond normal wear and tear, is the responsibility of the TENANT.

TENANT must remove all items from unit, clean thoroughly and make all necessary repairs.

At time of departure tenant is responsible to leave the apartment as it was when first rented with only reasonable wear and tear excepted.

The LANDLORD shall be entitled to make charges against the tenant for any materials or labor to bring the apartment back to the condition required as aforesaid. LANDLORD shall be entitled to charge tenant for such materials at 1.5 times the cost to landlord with a minimum charge of \$50.00. Labor shall be charged at the rate of \$75.00 per hour. Major expenses such as repainting, carpet replacement, etc. will be charged at 1.5 times the cost to the LANDLORD.

The TENANT agrees to leave the apartment in the condition as aforesaid and if not, pay the LANDLORD in accordance with this provision.

TENANT **must pay prior to vacating** the apartment for the steam cleaning of the carpets by the professional carpet cleaning service designated by the LANDLORD. The LANDLORD will schedule the cleaning of the carpet following the departure of the TENANT. Carpet that has been stained where previously in good condition will be the responsibility of tenant to replace if the stain cannot be removed from the carpet or otherwise dealt with.

LANDLORD will have carpets professionally cleaned following TENANT leaving the unit. LANDLORD will charge TENANT the amount LANDLORD pays for this service along with a \$25.00 administrative fee. TENANT will pay for this service on the first day of the next to the last month of this lease. TENANT will be responsible for carpet replacement or repair of marks or stains that:

- a. remain after cleaning; and
- b. were not on TENANT'S list of damages given to LANDLORD at the time of move-in.

TENANT may not use carpet cleaning sprays or rental shampoo machines.

If TENANT leaves property behind on the premises, LANDLORD may throw out or sell the property. If LANDLORD sells the property, TENANT will get money back for the amount LANDLORD receives, less the cost of removal and sale.

If the TENANT moves out of his apartment owing the difference between the Basic (Gross) Monthly Rent and the Discounted Monthly Rent for any month(s) during the lease term, the TENANT will then owe double those amounts owed.

Automatic Renewal

Unless TENANT gives LANDLORD written notice at least 60 days before the termination date of this lease of its intent not to renew **or** LANDLORD gives TENANT written notice more than 60 days of the termination of this lease of its intent to not renew, the lease will automatically renew for another term of equivalent length to the present lease. The rent will increase 4% per annum for each renewal period. In addition, all of the extra services that TENANT had contracted for will remain in place. The lease will continue from one term to the next unless either party gives written notice to the other as provided above. TENANT may be asked to sign a new lease form.

RESPONSIBILITIES OF THE LANDLORD

Repairs and Maintenance

LANDLORD will do normal and routine maintenance to keep the unit in the same basic condition as it was when first rented.

LANDLORD will assess the condition of the paint in each unit and will at its sole discretion determine the need for periodic repainting. Units will not be repainted on less than a 48-month frequency.

LANDLORD is not responsible for conditions caused by TENANT such as carpet stains or items broken by accident or misuse. LANDLORD is not responsible for acts of vandalism.

LANDLORD is not responsible for food damaged by a malfunction of refrigerator or stove.

LANDLORD IS NOT RESPONSIBLE FOR INJURY OR DAMAGE FROM ICE, WATER, RAIN, SNOW OR ANY CONDITION CAUSED BY BUILDING'S ELECTRICAL AND MECHANICAL SYSTEMS.

Laundry Facilities

LANDLORD does not promise that LANDLORD will continue to provide coin-op laundry machines. LANDLORD may change laundry and dryer prices and/or times without notice.

LANDLORD may change the laundry room systems at any time or change to cold-water wash.

LANDLORD may lease the laundry machines. LANDLORD is not responsible for damage caused by leased or owned machines. If machine is leased and TENANT wishes to make a claim, TENANT must bring claim for damage caused by the machine directly to or against the Leasing Company not to or against LANDLORD.

Damage to Unit

If unit is not left in the same basic condition as leased, LANDLORD will charge TENANT for cleaning and/or repair.

If the unit needs repair, LANDLORD may repair and charge TENANT. LANDLORD will tell TENANT when repairs are made. TENANT must pay for work or repairs within 10 days.

TENANT will be responsible for amounts that exceed the security deposit including unpaid rent.

LANDLORD shall be entitled to a service and administrative charge in carrying out any responsibilities that the TENANT has ignored. That charge shall be a reasonable fee based upon a minimum charge of \$25 and a charge not to exceed \$50 per hour.

Failure to Obey Laws

If TENANT violates any law while using the property and LANDLORD is fined, TENANT must pay the fine and any costs incurred by LANDLORD.

Failure to Maintain Heat

The TENANT is required to maintain a heat temperature of not less than 60 degrees in the lease premises. In the event that because of a malfunction it is impossible to maintain this temperature level, TENANT is required to notify LANDLORD at once so as to prevent damage to the apartment and in the event damage occurs because TENANT has not carried out its responsibilities, all damages shall be paid for by TENANT along with an administrative and service charge.

Failure to Follow Procedure at the end of Term

If TENANT does not leave at the end of the LEASE, TENANT must pay:

- a. rent at DOUBLE THE COMBINED BASIC (GROSS) MONTHLY RENTAL RATE. Such rent to be charged in not less than one month increments;
- b. a \$50.00 surcharge;
- c. all other damages; and
- d. all costs and legal fees of LANDLORD caused by TENANT not leaving as agreed.

LANDLORD may also treat a TENANT who stays past the end date as a TENANT for another term with the standard rate increase. Nothing in this paragraph shall prevent LANDLORD from pursuing legal action including eviction and breach of contract against TENANT for failure to vacate.

LANDLORD rights if TENANT breaks this lease

Breach of the Lease

TENANT breaches (violates) the LEASE when:

- a. TENANT does not pay rent when due;
- b. TENANT does not do something required of TENANT; or,
- c. TENANT does any act that TENANT is not allowed to do under this LEASE.

LANDLORD Remedies

IF TENANT BREACHES THIS LEASE, TENANT MUST PAY ALL RENT TO THE END OF THE TERM IMMEDIATELY AT THE MONTHLY RENT WITHOUT DISCOUNT, AND OTHER SERVICES AND FACILITIES SUBSCRIBED TO THROUGHOUT THE TERM OF THIS LEASE. IN THE EVENT THAT THIS LEASE IS TERMINATED EARLY BY TENANT WHETHER BY CANCELLATION OR OTHERWISE, TENANT AGREES TO PAY BACK TO LANDLORD ANY AND ALL DISCOUNTS OR INDUCEMENTS THAT LANDLORD HAS PROVIDED TO TENANT IN CONSIDERATION OF THE EXECUTION OF THIS LEASE. FOR EXAMPLE, IF FREE RENT WAS GIVEN TO TENANT, IT SHALL BE REPAID. IF THE FIRST GIVEN NUMBER OF MONTHS WERE AT A REDUCED RENT AND THE BALANCE AT A HIGHER RENT, TENANT WILL REIMBURSE LANDLORD FOR THE REDUCED MONTHLY PAYMENTS AS THOUGH THE SAME HAD BEEN AT THE HIGHER RENT DURING THE LAST PART OF THE LEASE. IF RENT REWARD COUPONS WERE GIVEN AND USED, TENANT WILL REIMBURSE LANDLORD FOR THE TOTAL USED.

IF TENANT BREACHES THIS LEASE, LANDLORD MAY DO ANY COMBINATION OF THE FOLLOWING, IN ADDITION TO ALL OTHER REMEDIES UNDER THIS LEASE:

- A. ACCELERATE ALL REMAINING RENT DUE FOR THE ENTIRE REMAINING TERM OF THE LEASE AND GO TO COURT TO EVICT TENANT;
- B. ENTER UNIT BY FORCE AND REMOVE PERSONS AND/OR PROPERTY WITHOUT LIABILITY;
- C. REMOVE LANDLORD'S APPLIANCES FROM UNIT, WHETHER OR NOT UTILITIES ARE FURNISHED BY LANDLORD AND TENANT MAY NOT INSTALL SUBSTITUTE APPLIANCES;
- D. USE THE COURT PROCESS TO RECOVER ANY MONEY OWED LANDLORD UNDER THIS LEASE.

IF LANDLORD WINS IN COURT (GETS A MONEY JUDGEMENT AGAINST THE TENANT), LANDLORD CAN USE COURT PROCESS TO TAKE TENANT'S PERSONAL GOODS, FURNITURE, MOTOR VEHICLES AND MONEY IN BANK ACCOUNTS.

No Notice Before Eviction or Termination:

PENNSYLVANIA LAW PROVIDES UNDER THE LANDLORD AND TENANT ACT OF 1951, 68 Pa.C.S.A. §250.501 THAT A LANDLORD MUST GIVE NOTICE TO A TENANT BEFORE EVICTING TENANT. TENANT GIVES UP THE RIGHT TO NOTICE BEFORE EVICTION AS PERMITTED BY PENNSYLVANIA LAW.

TENANT ALSO GIVES UP ANY OTHER RIGHTS UNDER THE LAW FOR NOTICE UPON END OF THE LEASE OR A TERM AS PERMITTED BY PENNSYLVANIA LAW.

IF THE PREMISES IS LOCATED IN THE STATE OF OHIO, THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

Security

TENANT gives to LANDLORD a security interest in all furniture, equipment and goods brought upon the property.

IF TENANT BREACHES THE LEASE, LANDLORD MAY:

- a. take and HOLD these goods;
- b. place a lien upon these goods; and,
- c. SELL the goods at public or private sale.

LANDLORD may then use the proceeds as payment for any money due LANDLORD by TENANT.

The LIEN will follow the goods until the end of the LEASE, wherever the goods may be removed to. TENANT ALLOWS LANDLORD to sign any document on TENANT'S behalf required to perfect this security interest as the law requires.

Legal Fees and Expenses

If LANDLORD brings a legal action against TENANT for breach of this LEASE, TENANT must pay LANDLORD'S legal fees and expenses. TENANT must also pay \$50.00 per hour and .50 cents per mile for the time of LANDLORD or its personnel.

Furthermore, if TENANT sues LANDLORD and such suit is not authorized under this LEASE, TENANT must pay all legal and other defense costs of LANDLORD.

DISPUTES

Small Claims

LANDLORD or TENANT may only bring disputes or claims among the parties before a District Justice. If any total claim is greater than the limits of jurisdiction of the District Justice, then the dispute must be submitted to the American Arbitration Association (AAA).

Arbitration

A decision of the AAA will be final and binding on LANDLORD and TENANT.

Before either LANDLORD or TENANT submit any dispute to arbitration, LANDLORD or TENANT must notify the other party in writing.

The notice must:

- a. describe the problem;
- b. give the date the problem arose; and
- c. state any actual "out of pocket" loss resulting from the problem.

The party notified has ten (10) days to respond to the problem. In that time, the party notified may pay the amount requested. If paid, neither LANDLORD nor TENANT may bring a legal action, except for possession of the property.

Except where otherwise specified in this LEASE, neither party shall have any claim against the other for:

- a. more than the out of pocket monetary loss for any claim or matter;
- b. punitive (punishment) damages;
- c. consequential or incidental damages (damages not directly caused by a breach of the LEASE); or
- d. damages for emotional (nonphysical) harm.

Dispute Over Charges

LANDLORD may do work which is the responsibility of TENANT and charge TENANT. If TENANT denies responsibility for the work, TENANT should first pay the charge and may then make a claim for a refund.

No Suits for Damages to Others

If TENANT is sued for damages suffered by:

- a. any other person living on the property;
- b. guests;
- c. visitors; or
- d. others invited on the property by TENANT.

TENANT may not sue LANDLORD to collect all or any part of those damages. TENANT also may not bring LANDLORD into any legal action in which someone else sues TENANT.

Punitive Damages / Class Action

TENANT agrees in the event of a controversy that its rights to sue LANDLORD are limited to actual damages and TENANT hereby waives any right to punitive damages and/or any class-action lawsuits.

Miscellaneous

Unenforceable Terms

If any clause or portion of this LEASE is found to be unenforceable or illegal, that clause or portion will have no effect. However, the rest of the LEASE will continue to be enforceable.

Prior TENANT

LANDLORD assumes the prior TENANT leasing the unit will have left on the end date of that TENANT'S lease. If the TENANT did not leave, LANDLORD will not be responsible to TENANT. TENANT'S only remedy will be to cancel the lease if the prior TENANT does not leave within 12 hours of the time to leave.

Month-to-Month Tenancy

At the end of the LEASE, TENANT may ask LANDLORD to extend the LEASE on a month-to-month basis. The LANDLORD will have no obligation to do so. If the LANDLORD extends the term, LANDLORD or TENANT may cancel upon:

- a. not less than thirty (30) days prior written notice to the last day of any given month.
- b. The lease must be cancelled as of the last day of a month.
- c. The rent plus an additional short term fee will be as agreed on by the parties and a separate addendum will be attached.

This is a Plain Language Lease

LANDLORD has made its best attempt to make this LEASE comply with the Pennsylvania Plain Language Consumer Contract Act, 73 Pa.C.S.A. §2205. If TENANT does not understand any part of this LEASE, TENANT should not sign this LEASE until either:

- a. an attorney explains it to TENANT; or,
- b. TENANT gets a satisfactory written response from LANDLORD.