



## LEASE SIGNATURE PAGE

THIS SIGNATURE PAGE IS A JOINT AND SEVERAL RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT LISTED BELOW WHO HAS SIGNED A COPY OF THE FIRST PAGE. EACH TENANT SHOULD READ THIS LEASE CAREFULLY

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

### 1. NAMES OF LANDLORD AND TENANT

A. Name of the landlord: PennAir Properties, Inc.

B. Name of the tenant (YOUR NAME): \_\_\_\_\_

C. Name(s) of the other tenants: \_\_\_\_\_

**Note: By signing this lease, you are entering into a joint and several lease with all tenants listed in paragraphs 1.B and 1.C. Please see paragraph 22.A for the definition of "joint and several".**

### 2. LEASED PREMISES

A. The leased premises is: 218 West Fairmount Avenue, State College, PA 16801

B. The maximum number of un-related occupants of the premises is 6.

C. 1 parking space is provided.

### 3. STARTING AND ENDING DATES OF LEASE AGREEMENT

A. This lease starts at noon on 08/18/2022 and ends at noon on 08/05/2023.

### 4. RENT

A. The amount of rent for the lease term is \$31,260.00 and is to be paid in 12 equal payments of \$2,605.00, with the first payment due on 8/1/2022.

B. Your share of rent is \_\_\_\_\_ per month. Your share, when added to the shares of the other tenants must equal \$2,605.00.

C. Rent includes water, sewer, trash removal and snow removal.

### 5. SECURITY DEPOSIT

A. All Tenants agree to pay a total security deposit of \$2,605.00.

B. Your share of the security deposit is \_\_\_\_\_. Your share, when added to the shares of the other tenants must equal \$2,605.00.

### CONSUMER NOTICE:

*It is hereby understood that in respect to the below mentioned property, that Paul Moomaw and Mark Johnson are acting as the owner/landlord of the property. Tenant's Initials: \_\_\_\_\_*

### LEAD BASED PAINT NOTICE:

*It is hereby understood that in respect to the below mentioned property, if this property was built prior to 1978 there may be lead-based paint present within the property. The owner/landlord has no knowledge of any lead-based paint being present within the property. Tenant's Initials: \_\_\_\_\_*

### RADON NOTICE:

*It is hereby understood that in respect to the below mentioned property, the owner/landlord has no knowledge that the property has been tested for Radon gas. Tenant's Initials: \_\_\_\_\_*

BY SIGNING THIS LEASE SIGNATURE PAGE, THE TENANT ACKNOWLEDGES HAVING READ, AND UNDERSTANDING ALL OF THE AGREEMENTS, RULES AND REGULATIONS THAT FOLLOWS THIS LEASE SIGNATURE PAGE.

\_\_\_\_\_  
Landlord's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

Tenant's Initials: \_\_\_\_\_

## LEASE AGREEMENTS, RULES & REGULATIONS

### 6. PARKING

- A. Parking in a space other than those provided at check-in may result in towing. If a tenant's vehicle is towed it is the responsibility of the tenant to pay for the towing.
- B. Additional parking spaces may be leased separately from this agreement if available.

### 7. SUMMER SESSION II-ENDING DATE OF LEASE

- A. If any tenant is taking classes during Summer Session II, landlord is willing to extend the lease, at no additional rent, to the last day of classes, under the following conditions; tenant provides written notice to landlord 60 days prior to end of lease term and the condition of the apartment as of 8/1/2022 is such that no damages have occurred to the apartment that still need to be repaired and the apartment is clean enough to turn over to a new tenant. The landlord shall be sole arbiter as to whether there are any damages needing repair and/or whether the apartment is clean enough.

### 8. RENT (CONTINUED)

- A. The Tenant agrees that the first rent payment shall be paid by 8/1/2022. This payment shall cover from 8/18/2022 to 8/31/2022 and 8/1/2023 to 8/5/2023. The 11 remaining rent payments shall be paid in advance, on or before the 1st day of each month, with the last rent payment due on July 1st. Landlord does not have to ask tenant to pay the rent.
- B. Tenant agrees to pay rent by check, money order, certified check, cashier's check or bank check by mail to:  
PennAir Properties  
PO Box 6343  
Virginia Beach, VA 23456  
or by any other method offered by the Landlord.
- C. Tenant agrees to pay a LATE CHARGE of \$5.00 per day if tenant does not pay the rent on time. If tenant mails the rent to landlord, the date of payment will be the date the letter is postmarked.
- D. A check returned by the bank, or a reversed electronic payment, will be charged to the tenant at a cost of \$10.00 plus the amount the bank or service provider charges the Landlord. **AFTER ONE RETURNED CHECK ALL FUTURE PAYMENTS MUST BE BY CASHIER'S CHECK OR MONEY ORDER.**

### 9. SECURITY DEPOSIT (CONTINUED)

- A. The tenant agrees to give the Landlord permission to deposit and hold the security deposit. Security deposits will be held in a separate bank account at First National Bank in State College, PA in accordance with Pennsylvania laws.
- B. Tenant agrees to pay the security deposit to landlord at the time of lease signing and before landlord gives possession of the leased premises to tenant.
- C. Landlord can take money from the security deposit to pay for any damages caused by tenant, tenant's family and/or tenant's guests. Landlord may take the security deposit to pay for any unpaid rent. Landlord may take the security deposit to rekey the premises if any keys are not turned in. If money taken to be taken from the security deposit exceeds the money held by the landlord for the security deposit, the landlord may sue the tenant for additional damages.
- D. After taking out for damages, rekeying of locks and unpaid rent, landlord agrees to send to tenant any security deposit money left over in accordance with Pennsylvania laws. Security deposit checks will be sent to each individual tenant based upon the amount they paid and the amount charged against their account.
- E. Damages and any unpaid utility charges remaining at the end of the lease term will be divided equally among all tenants on the lease unless the tenants provide a break down of who is responsible for the damages. If a tenant has an outstanding balance and does not have enough security deposit to cover the charges the entire remaining portion of that tenant's security deposit shall be kept and the remaining charges will be divided equally among the remaining tenants.
- F. Tenant agrees to give landlord a written forwarding address when tenant leaves and the lease ends. If no forwarding address is provided the Landlord will mail security deposits to the tenant's address of record. If tenant or tenant's family no longer resides at the address of record and the security deposit check is not forwarded to the tenant, the landlord will not be responsible for mailing a new check in accordance with 68 P.S. §§ 250.512.(e).
- G. Tenant may not use the security deposit as payment of the last month's rent. Tenant may not use the security deposit to pay for repair of damages that occur prior to the end of the lease.
- H. For purposes of this lease, normal wear and tear will not be considered damages. Normal wear and tear is defined in this lease as the deterioration of the premises that occurs during the course of the lease that is not caused by abuse or neglect of the tenant.
  - 1. The following are some examples of normal wear and tear:
    - A few scuffs on the wall that cannot be removed by cleaning
    - A few stains on the floor that cannot be removed by cleaning
    - Loose door handles
    - Finish on fixtures or appliances wearing away or fading
  - 2. The following are some examples of abuse or neglect and are considered damages:
    - Failure to clean the apartment, including floors

Tenant's Initials: \_\_\_\_\_

- Failure to replace burned out light bulbs
- Broken blinds, holes in walls, broken toilet seat, broken mirror, missing door knobs or appliances
- Walls painted a different color without prior written permission of the landlord
- Torn carpeting or severely scratched flooring

3. Note: failure of the tenant to clean the premises, including carpets, prior to returning premises to the landlord shall be considered neglect, and shall be treated as damage.

**10. LANDLORD'S DUTY AT THE START OF THE LEASE**

A. Landlord agrees to give tenant possession of the leased premises on the starting date of the lease. The lease will start even if landlord cannot give tenant possession of the leased premises because the prior tenant is still in the leased premises or the leased premise is damaged.

B. IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT SHALL HAVE ANY PREPARID RENT CREDITED TO FUTURE RENT PAYMENTS, OR SHALL HAVE ANY PREPAID RENT REPAID TO TENANT IF TENANT DOES NOT EVER GET POSSESSION OF THE LEASED PREMISES.

**11. DAMAGE TO LEASED PREMISES**

A. Tenant agrees to notify landlord immediately if the leased premises is damaged by fire or any other cause.

B. Tenant agrees to notify landlord if there is any condition in the leased premises that could damage the leased premises or harm tenant or others.

C. If tenant cannot live in the whole leased premises because it is damaged or destroyed, tenant may live in the undamaged part of the leased premises and pay less rent until the leased premise is repaired, or end the lease and leave the leased premises.

D. Tenant agrees that if the leased premises is damaged or destroyed and tenant ends the lease, landlord has no further responsibility to tenant.

E. Damages resulting from the Tenant's misuse of the property will result in charges due by the Tenant upon receipt of an invoice from the Landlord.

**12. INSURANCE**

A. Landlord agrees to have insurance on the building where the leased premise is located.

B. Tenant's own property is not insured by landlord's insurance. Tenant is responsible for tenant's own property that is located in or on the leased premises. The Landlord recommends that the Tenant obtain a renter's insurance policy.

**13. ASSIGNMENTS OR SUBLEASES BY TENANT**

A. Tenant agrees not to transfer (assign) this lease to anyone else without the written permission of landlord.

B. Tenant agrees not to lease (sublease) all or any part of the leased premises to anyone else without the written consent of landlord. Tenant agrees that if tenant transfers this lease (assigns) or leases all or a part of the leased premises to another (sublease), tenant has violated this lease.

C. The Landlord will charge a \$50.00 sublease fee if the Tenant wishes to sublease the premises.

D. All subleases must be requested prior to April 1<sup>st</sup>.

**14. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE**

A. Landlord is responsible for all damage to property or injury to people caused by Landlord's (or Landlord's representatives) intentional or grossly negligent acts at the leased premises.

B. Tenant is responsible for all damage to the leased premises and injury to people caused by Tenant, Tenant's family and/or Tenant's guests.

C. Tenant agrees that landlord is not responsible to Tenant, Tenant's family or guests for damage or injury caused by water, snow or ice that comes on the leased premises unless Landlord was negligent.

**15. USE OF LEASED PREMISES**

A. **TENANT MAY NOT CHANGE ANY LOCKS ON ANY DOOR WITHOUT PRIOR WRITTEN APPROVAL.**

B. Tenant agrees to use the leased premises only as a residence.

C. Tenant agrees to obey all federal, state and local laws and regulations when using the leased premises.

D. Tenant agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

E. Tenant agrees not to do any activities in or around the leased premises, which could harm anyone or damage any property.

F. Tenant agrees that tenant will not allow anyone to live in the premises who is not included as part of this lease.

**16. RULES AND REGULATIONS**

A. The Tenant shall only have use of the interior of the Leased Premises, parking space(s) and any common laundry facilities. Any use of the common areas by the Tenant is not permitted. This includes use of the common areas for grills, furniture, storage or hanging of laundry.

B. No alternate heating sources such as kerosene heaters or space heaters are permitted within the Leased Premises without the prior written consent of Landlord.

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- C. The use of charcoal or flammable gas grills is not permitted in the Leased Premises or on any common area, balcony or patio.
- D. Tenant shall not place or permit to be placed or store items on any window sills, ledges, or balconies and shall not hang laundry or other items from the balconies, windows and common areas.
- E. No window treatments, awnings, draperies or umbrellas shall be installed in the Leased Premises without the prior written consent of the Landlord.
- E. Tenant shall observe "quiet hours" between the hours of 11:00 pm and 7:00 am daily.
- F. No waterbeds shall be permitted within the Leased Premises.
- G. Tenant shall not install shelving, picture hooks, or wallpaper, or paint or alter in any way the features of the leased premises without the prior written consent of the Landlord.
- H. Tenant shall be responsible for testing all fire and Carbon Monoxide (CO) warning devices, such as smoke detectors and fire/CO alarms, within the Leased Premises and shall notify Landlord if any fire/CO warning or fire abatement system is not functional. Tenant is responsible for changing batteries within fire/CO warning or fire abatement system as necessary. Tenant shall not disable, or permit to be disabled, any fire/CO warning device or discharge any fire extinguisher without need.
- I. Tenant shall not go upon the roof of the building within which the Leased Premises is located and shall not enter any area clearly designated as being closed to tenants and others. No radio or television reception devices such as antennas and satellite dishes shall be installed upon the Leased Premises or in the common areas around the Leased Premises.
- J. Tenant shall maintain the heat within the Leased Premises at a temperature no less than 50 degrees from November 1<sup>st</sup> through April 30<sup>th</sup>.
- K. No alcoholic beverages shall be consumed in the common areas of the building and grounds within which the Leased Premises is located.
- L. Tenant shall provide appropriate non-flammable containers for trash and rubbish, shall keep the Leased Premises and the common areas free from litter and rubbish and shall deposit all trash and rubbish into the designated common waste disposal containers. All trash and recycling must be placed in the designated containers provided on the property.
- M. Tenant shall become familiar with and observe all posted security regulations and all posted fire escape or evacuation routes and all fire exits. Questions concerning security and fire procedures should be directed to Landlord (or Landlord's designated representative) without delay.
- N. **TENANT SHALL NOT CHANGE LOCKS OR ADD SECURITY CHAINS OR OTHER TYPES OF LOCKS.** Replacement keys and locks will be charged as follows: Cost + Labor of Property Manager. A charge of \$25.00 will be made to furnish keys to enter the apartment during business hours. After business hours, on weekends and on holidays the charge will be \$50.00.
- O. Late fees will be collected on ANY unpaid balance on account.
- P. **Tenant will put electric service into his/her name prior to occupancy. Landlord will charge \$10.00 in additional rent and will invoice Tenant for any electric service bill paid by the Landlord during the Tenant's lease term. Tenant may not terminate electric service at any time prior to the expiration date of their lease.**
- Q. Tenant will not exhibit his or her name (except in mailbox) or place signs on any door, wall, or window.
- R. Tenant will use only assigned storage space, if none is provided only storage within the apartment will be permitted. Under no circumstance may bicycles or motorized vehicles be kept within the leased premises, or the building of which the leased premises is part, except where bicycle racks are provided.
- S. Tenant agrees not to park or allow others to park on the premises except in assigned or designated parking stalls available to or paid for by the Lessees.
- T. Tenant agrees not to install air conditioners or other window devices without the written approval of Lessor.
- U. Tenant agrees to change any and all heating and air conditioner filters (if applicable) at least every six months (**THIS WILL SAVE YOU MONEY!**). The tenant must also put in a new filter at move-out.
- V. Tenant agrees to ensure all light bulbs in every fixture within the premises are operable at the time leased premise is vacated.
- W. Tenant shall clean the refrigerator and leave it empty of perishable goods prior to vacating the premises for periods longer than 5 days (i.e. Thanksgiving break, Christmas break, Spring break & Summer break). If tenant chooses not to clean and empty the refrigerator prior to vacating the premises for periods longer than five days the Tenant shall be responsible for any damages that may occur or any cleaning that is required as a result.
- X. No kegs or beverage containers in excess of five gallons capacity are permitted in the leased premises or on any portion of the common area, including yards and laundry rooms. Violations will result in additional rent of \$200.00 per day per keg/container or the amount charged by any Condominium or Homeowner's Association.
- Y. Animals of any kind, except service animals exempted under the American's with Disabilities Act, shall be prohibited within the leased premises. **EMOTIONAL SUPPORT ANIMALS ARE NOT EXEMPTED UNDER THE ADA according to the interpretation of the ADA by the Department of Justice.** Violations will result in additional rent of \$100.00 per animal, per day plus costs for each day or part of day that each animal remains on the premises or the amount charged by any Condominium or Homeowner's Association, whichever is higher. Violations of this portion of the lease will subject Tenant to random inspections for violations of this portion of the lease for the duration of the lease.
- Z. Any fees or fines levied against landlord by any governmental agency or any charges made by any homeowners association that have resulted from the misuse of the property or the behavior of the tenants, their families or their guests will be paid by

Tenant's Initials: \_\_\_\_\_

PennAir and will be charged to the tenant. This includes, but is not limited to, fees and charges for things such as picking up trash and disabling smoke detectors.

**17. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES**

- A. Subordinate and subordination are legal terms that mean that this lease does not have any effect upon the rights of the landlord's mortgage company. In other words, tenant's rights under this lease are subordinate to landlord's mortgage company. If landlord does not make the mortgage payments, the mortgage company may have the right to end the landlord's ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease may end.
- B. Tenant agrees that landlord has the right to mortgage the leased premises. If landlord has a mortgage on the leased premises now, or if landlord gets a mortgage in the future, tenant agrees that this lease is subordinate to the landlord's mortgage.

**18. CARE OF LEASED PREMISES**

- A. Tenant is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. Tenant agrees to pay for any damage caused by tenant, tenant's family and tenant's guests. Tenant agrees to turn over possession of the leased premises to landlord when the lease ends.
- B. Any damage to the interior of the leased premises is the financial responsibility of the tenant, except for normal wear and tear of appliances and HVAC system. Normal wear and tear does not include damage caused by Tenant(s). Any damage to the exterior of the premises is the financial responsibility of the tenant, unless a copy of a police report is provided to the landlord which states the damage was done by a person(s) not a tenant of the premises.
- C. Tenant is responsible for any personal items placed, stored or used outside the premises, and is responsible for any damages or monetary fines imposed by authorities that may result.
- D. Tenant shall be responsible for any and all fines assessed by State College Borough, State College Borough Police, or any charges assessed by Condominium or Homeowner's Associations that result from the Tenant's misuse of the property.
- E. Tenant shall be responsible for any and all charges assessed by the Landlord that result from the Tenant's misuse of the property, including, but not limited to, littering, failure to use the proper trash or recycling bins, storage of bicycles inside the premises, storage of junk or other items outside premises, use of alcohol in common areas, and any violations of paragraph 12 of this lease.

**19. LANDLORD'S RIGHT TO ENTER LEASED PREMISES**

- A. Tenant agrees that landlord and landlord's representatives have the right to enter the leased premises at reasonable times. Landlord and landlord's representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased premises to other prospective Tenants or owners.

**20. UTILITY SERVICES**

- A. Landlord and tenant agree to pay for the charges for utilities and services supplied to the leased premises as follows:

Charge or Service	Paid By	Charge or Service	Paid By
Television Service	Tenant	Electricity Service	Tenant
Internet/Data Service	Tenant	Water Service	Landlord or Tenant*
Sewer Service	Landlord	Natural Gas/Oil Service	Landlord
Refuse Collection	Landlord & Tenant**	Lawn Maintenance	Landlord
Snow & Leaf Removal***	Landlord	Pest Control	Landlord or Tenant ****

\* The tenant pays for water service for 257 East Nittany Avenue and 259 East Nittany Avenue.

\*\* The landlord pays for trash collection. The common trash can collection area is the responsibility of all tenants of the building. The landlord can charge additional rent to Tenants for any trash not placed in trash cans.

\*\*\*Snow will be removed from sidewalks and in the driving area of parking lots. Snow will not be removed from between vehicles or around vehicles to prevent damage to vehicles. Tenants will be need to remove snow from around their vehicle if they so desire.

\*\*\*\*If the tenant is responsible for causing the pest problem, the tenant shall pay the entire amount for pest control services. If the tenant is not responsible for causing the pest problem, the landlord shall pay the entire amount for pest control services.

- B. Landlord has the right to temporarily turn off any utility or other service to the leased premises in order to make repairs or do maintenance.

**21. GOVERNMENTAL POWER OF EMINENT DOMAIN.**

- A. If all or any part of the leased premises (or the building within which the leased premises is located) is taken by eminent domain, this lease will end automatically.
- B. Landlord and Tenant agree to release each other from any responsibility if leased premises is taken by eminent domain and the lease has ended.

**22. VIOLATIONS OF THIS LEASE**

Tenant's Initials: \_\_\_\_\_

- A. This is a joint and several lease. As a joint and several lease, all the tenants as a group and each of the tenants as an individual, are responsible to landlord for all of the agreements of this lease. For example, if the rent is not paid, landlord can sue all of the tenants (jointly) for any unpaid rent, or landlord can sue any one tenant separately (severally) for all of the unpaid rent.
- B. When either landlord or tenant does not do something that they have agreed to do, it is a violation of this lease. If tenant violates this lease, tenant may lose tenant's security deposit. If tenant violates this lease, landlord also can sue tenant for other expenses and may sue to evict tenant.
- C. Tenant violates this lease if tenant:
- 1) fails to pay rent or other charges to landlord on time or,
  - 2) leaves (abandons) the leased premises without the landlords permission before the end of the lease or,
  - 3) does not leave the leased premises at the end of the lease or,
  - 4) does not do all of the things that tenant agreed to do in this lease.
- D. If tenant violates the lease, each tenant agrees to waive notice to quit. This means that the landlord may file a complaint in court asking for an order evicting each tenant from the leased premises without giving each tenant notice to quit first. Landlord does not have the right to throw tenant out of the leased premises (self-help eviction). The landlord can only evict tenant by court action.
- E. The landlord does not have the right to sue in court for eviction unless tenant has violated the agreements in this lease. Even though each tenant is waiving notice to quit, each tenant will have a chance in court to challenge the landlord's claim for eviction.
- F. If tenant violates the lease agreement, the landlord may sue each tenant in court:
- 1) To collect overdue rent, late charges and money damages caused by tenant's violation of the agreements in the lease.
  - 2) to recover possession of the leased premises (eviction).
  - 3) to collect for unpaid rent until the end of the lease or until another Person takes possession of the leased premises as a new tenant.
- G. Tenant agrees that landlord may receive reasonable attorney's fees as part of a court judgement in a lawsuit against tenant for violation of the agreements of the lease.

### 23. STATE PATTY'S DAY WEEKEND

- A. Landlord will notify tenants by email of dates that are designated as "State Patty's Day Weekend".
- B. Parties and Guest parking will be prohibited during the weekend designated as "State Patty's Day Weekend".
- C. Landlord will perform unannounced inspections during this weekend. For this weekend only, you are permitted to only have two more people in the apartment than the number of tenants on the lease. This includes people spending the night as guests or people stopping in for a short visit. For example, if you have 4 people on your lease you may have up to 6 people in the apartment at any time. Any violation of this occupancy limit will result in an additional one-time rent of \$250.00. Additional rent of \$250.00 will result each time the occupancy in this paragraph is exceeded. Note, for purposes of this paragraph, "in the apartment" is to include any gatherings hosted inside and/or outside the apartment by the Tenants.
- D. If a police report for noise or disruptive behavior is filed against the property or Tenants during this weekend an additional on-time rent of \$250.00 will be due.
- E. Any charges made by Landlord are in addition to any other fines imposed by State College Borough, State College Borough Police, or any other charges made by Condominium or Homeowner's Association.

### 24. CHECK IN PROCEDURES

- A. Tenant will contact Landlord at least 2 weeks prior to move-in to schedule a walk through of the premises. Possession of the premises will not be given by landlord to tenant until a walk through has been performed. Prior to Landlord scheduling a move in date the Tenant must have paid the first rent payment due in paragraph 4.B and must have called West Penn Power and must have scheduled the electricity to be put in their name no later than the start of the lease as shown in paragraph 3.A.
- B. Each tenant will be given a key and must return that key upon vacating the premises.
- C. Tenant will provide landlord with contact phone numbers and email addresses that the Tenant monitors on a daily basis.
- D. Tenant will not be allowed access and will not be permitted to move furniture into the apartment until the Landlord or the Landlord's representative completes all move in paperwork and completes the move in briefing.
- E. Early move may be permitted but is not guaranteed. If an early move in is desired Tenant must request it in advance. If early move in is possible Tenant may move in at the date offered by Landlord and will pay an early move in fee of \$100.00.
- F. The premises shall be broom clean and free of debris. A Check In sheet will be provided for the tenant to indicate damages or items that need maintenance. If carpets have not been professionally cleaned prior to move-in they will be cleaned as soon after move-in as an appointment can be made.

### 25. CHECK OUT PROCEDURES

- A. Tenant will contact Landlord at least 2 weeks prior to move-out to schedule a move-out appointment, at which at least one tenant must be present and all keys will be turned in. **FAILURE TO TURN IN ALL KEYS WILL RESULT IN ALL LOCKS BEING REKEYED, WHICH WILL BE CHARGED TO THE TENANT'S SECURITY DEPOSIT.** It is recommended that all tenants be present for the walk through.
- B. Prior to the scheduled walk through with the Landlord the Tenant shall (in the following order):

Tenant's Initials: \_\_\_\_\_

1. Notify the electric company of the date of which the Tenant will be moving out and have the electric company send a final bill to the Tenant.
  2. Remove all personal belongings from the Leased Premises. Nothing may be left behind for future tenants.
  3. Leave no items hanging on the walls, and no holes in the walls.
  4. Ensure any and all broken items are satisfactorily repaired.
  5. Ensure all smoke detector batteries and light bulbs are fully operable and the fire extinguisher is replaced if it has been discharged.
  6. Ensure all closet doors are properly attached and that all screens are installed in their proper windows.
  7. Thoroughly clean the Leased Premises including, but not limited to: refrigerator, stove, dishwasher, microwave, toilet, tub/shower, furniture, floors, windows, walls, mirrors, countertops, cabinets, window treatments, patios, entranceways, etc... **\*\*\*DO NOT** turn refrigerator off or unplug it. Simply set the refrigerator to the lowest setting and leave the door closed after cleaning and defrosting.
  8. Arrange for a professional carpet cleaner to clean the carpets.
- C. Tenant understands that if Landlord is required to hire a contractor to perform any of steps 2 through 8 above, or to rekey the locks, the Landlord may charge the Tenant a 10% general contractor fee.

**26. STATE COLLEGE BOROUGH NUISANCE PROPERTY ORDINANCE**

A. The State College Borough has enacted an ordinance that assigns points to properties for legal or code violations. The points are assigned as follows (<http://www.statecollegepa.us/1885/Assessment-of-Points>):

Violations Assigned One (1) Point	Violations Assigned Two (2) Points	Violations Assigned Three (3) Points
Refuse	Disorderly conduct including noise	Furnishing alcohol to a minor
Grass/weed	Noise Ordinance	Aggravated assault
Failure to remove snow/ice from walks	Alcohol (other than furnishing to a minor)	Statutory sexual assault
Property Maintenance Code	Drugs	Involuntary deviate sexual intercourse
Dog	Simple assault	Sexual assault
	Harassment	Rape
	Fire Prevention Code	Aggravated indecent assault
	Open lewdness	Possession with intent to deliver controlled substances or look-a-like substances
	Indecent exposure	

- B. Any apartment that is assessed **any points** as a result of this ordinance, due to the actions of a tenant(s) or their guest(s) will be charged a one-time additional rent of \$100.00 per point. The charge is due at the time it is invoiced by the Landlord and can be enforced upon one tenant or all the tenants in keeping with the joint and several clause contained in paragraph 18 of this lease. The charge is subject to late fees as contained within paragraph 4.D of this lease.
- C. Any apartment that is assessed points for two or more violations or **receives** a total of 2 or more points is also subject to eviction without the Landlord being required to give a Notice To Quit to tenant or tenant(s), as per paragraph 18 of this lease.
- D. Any loss of rent to the Landlord, caused by the tenant being evicted or forced to move out due to the Nuisance Property Ordinance, will be the responsibility of the tenant.

**27. BED BUG NOTICE**

Our goal is to maintain a high-quality living environment for our residents. It is important that we work together to prevent an infestation of bed bugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This notice contains important information for you and sets forth responsibilities for both Landlord and Tenant.

Prior Infestation – Landlord states that we are not aware of any current infestation or presence of bedbugs in the leased property. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.

Infestation during tenancy - Tenant must report any pest infestation and/or problems with the leased property as soon as it is noticed. This includes but is not limited to bedbugs, roaches, ants, carpenter ants, termites, mice or rats.

Tenant agrees that they are not aware of any bedbug infestation or presence in any of Tenant’s furniture, clothing or personal property and possessions and have fully disclosed to Landlord any previous bedbug infestation which Tenant may have experienced.

Tenant’s Initials: \_\_\_\_\_

Duty to report- Tenant must report any signs of bedbugs immediately and in writing. Do not wait. Even a few bedbugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive.

Tenant Cooperation - Tenant and guests of Tenant agree to cooperate with the Landlord in all efforts and course of actions required to erase and control any pest/bedbug infestation. Tenant's full cooperation shall include but is not limited to; immediately reporting any pest infestation including that of bedbugs to the Landlord, and permitting any entry to complete any inspections, pre-treatment and treatment to eliminate any pests and or bedbugs.

Tenant understands that evacuating the leased property during and after treatment for a specified time frame may be necessary. Tenant will follow all directions and perform any critical actions to comply with all the post treatment requirements to keep the leased premises pest free and minimize any re-infestations.

If during the term of your tenancy bed bugs appear in the leased premises and a pest control professional determines that the bedbugs originated in your unit, Tenant acknowledges and agrees that all necessary treatments for Tenant's leased property and other units that may be affected as a result, as well as any additional costs, expenses and losses will be at the Tenant's expense.

Indemnification – Under no circumstances shall the Landlord and or Landlord's assets be held responsible for any of the Tenant's losses, damages or expenses including special, consequential or punitive damages arising out of a bed bug infestation, inspection or treatment. Additionally, Tenant agrees to indemnify and hold harmless the Landlord, its agents and employees from any actions, claims, losses damages, and expenses, including, but not limited to attorney's fees that the Landlord may incur as a result of a bedbug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.

Failure to promptly report bedbugs, comply with treatment instructions, or any other violations of any other provisions of this Notice shall be a violation of the Residential lease agreement. Said violations and breach constitutes grounds for eviction, and/or termination of occupancy, and/or subjects Tenant to all other damages, costs, legal fees and expenses as stated in your lease and/or this Notice.

### **Residents Information Guide**

**What they look like:** Bed bugs are wingless, flat, somewhat oval shaped insects with a typical lifespan of 6 to 12 months. An adult bed bug is about one eighth to one quarter inch long and very flat. They are capable of reaching the size of an apple seed at full growth. Bed Bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals- their sole food source- the bugs assume a distinctly blood-red hue until digestion is complete. You may also see bed bugs that have recently hatched and are similar in shape to adults but are whitish and almost translucent. Eggs are very small, white, and sticky. The excrement of adult bugs is black, dark red, brown, or rust colored spotting or staining and may be seen around the seams of mattresses or bedding. The scientific name for bed bugs is cimex lectularius.

**How to spot them:** Bed bugs can be hard to spot but they can be found in, around and between bedding, bed frames, mattress seams, upholstered furniture, around, behind and under wood furniture, curtains, and draperies along window and door frames, ceiling and wall junctions, crown moldings, behind and around wall hangings and loose wallpaper between carpeting and walls, cracks and crevices in walls and floors, and in electronic devices, such as smoke and carbon monoxide detectors. Bed bugs are nocturnal, meaning that they come out at night.

**About their lifespan:** Female bed bugs can lay eggs on a daily basis. They take between six and seventeen days to hatch from eggs. They go through a repetitive molting process and they grow and mature.

**Their eating habits:** Bed bugs reach the peak of nighttime activity just before dawn. They are drawn to warm blooded animals and people by carbon dioxide and warmth. A bed bug bite may not be noticeable at the time of the bite and usually begins to feel irritated several hours later. The bite may produce a welt or bump that is like a flea or mosquito bite. Sometimes there appears to be three bites in a row, but there is not always a pattern. Bites usually are found on the face, neck, or arms.

**Controlling bed bugs:** false claims that associate the presence of bed bugs with poor hygiene and uncleanliness have caused apartment residents out of shame, to avoid notifying landlords of their presence. This serves only to enable the spread of bed

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bugs. The earlier bed bugs are detected, the earlier treatments can begin and the easier it will be to control them. But it is important that you use good housekeeping practices, as this will help all efforts to control them by controlling their hiding places. Clean and vacuum on a regular weekly basis. While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false. Everyone's cooperation is needed to detect and control the spread of bed bugs as soon as possible.

**Bed bugs don't transmit disease.** There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

**Preventing bed bug encounters when traveling.** Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving at their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and their belongings for bed bugs before departing for home.

#### **Bedbug Do's and Don'ts:**

**\*Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have come directly from second-hand and abandoned furniture. Unless you can be absolutely certain that a piece of second-hand furniture is bed bug free, don't bring it in to your apartment. It's more than likely the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill. It may very well be due to the fact that it's teeming with bed bugs.

**\*Do address bed bug sightings immediately.** Apartment residents who suspect the presence of bed bugs in their unit must immediately notify the Owner and cooperate in providing access for inspection and treatment.

**\*Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.

**\*Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both PennAir and their designated pest control professional.

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