## STUDENT HOUSING LEASE CONTRACT



This is a binding document. Read carefully before signing.

## **General Lease Provisions**

| 1. | <b>PARTIES.</b> This Lease Contract ("Lease") is between <i>you</i> , the resident: |  |  |  |  |  |  |
|----|---|--|--|--|--|--|--|
|    | AC 1 Model  |  |  |  |  |  |  |
|    | AC 1 MODEL  |  |  |  |  |  |  |
|    | and us, the owner: Core State College Beaver  |  |  |  |  |  |  |
|    | LLC   |  |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    | (name of apartment community or title holder).                                      |  |  |  |  |  |  |
| 2  | <b>APARTMENT.</b> You are renting:  |  |  |  |  |  |  |
| ٠. | Apartment No. AC-6-A1 ,   |  |  |  |  |  |  |
|    | X Bedroom No. A1 , or   |  |  |  |  |  |  |
|    | X Floor Plan AC 2x1 A Double Occupancy  |  |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    | at 309 East Beaver Avenue Unit # AC-6   |  |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    |   |  |  |  |  |  |  |
|    | (street address) inState College  |  |  |  |  |  |  |
|    | (city or municipality), Pennsylvania, <u>16801</u> (zip code)                       |  |  |  |  |  |  |
|    | for use as a private residence only.  |  |  |  |  |  |  |
|    | When this Apartment Lease is signed, all fees are paid and                          |  |  |  |  |  |  |
|    | any guarantor paperwork is received, we will set aside a                            |  |  |  |  |  |  |
|    | bedroom from our inventory for you. We will notify you                              |  |  |  |  |  |  |
|    | of your bedroom assignment prior to move-in if not noted                            |  |  |  |  |  |  |
|    | above.  |  |  |  |  |  |  |
|    | 2.1 Use and Occupancy Your access may include                                       |  |  |  |  |  |  |

2.1. Use and Occupancy. Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment's common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

**2.2. Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

| Front | aoor | кеу | and | maıı | кеу. |
|-------|------|-----|-----|------|------|
|       |      |     |     |      |      |
|       |      |     |     |      |      |
|       |      |     |     |      |      |
| -     |      |     |     |      |      |
|       |      |     |     |      |      |

|  | EMPLOYME<br>to provide<br>Information<br>Number): | us with | the | following | cur | rent E | mployment |
|--|---|---------|-----|-----------|-----|--------|-----------|
|  |   |         |     |           |     |        |           |

You must immediately inform us, in writing, of any change in employment throughout your residency. Failure to notify us of any change in employment will be considered a breach of the Lease, subjecting you to all remedies in accordance with the Lease Contract.

4. TERM. The term of the Lease Contract begins on the <u>26th</u> day of <u>July</u>, <u>2025</u> (year), and ends at noon the <u>25th</u> day of <u>July</u>, <u>2026</u> (year). You must give at least \_\_\_\_\_ days written notice of termination or intent to move-out if it is prior to the Lease Contract ending date.

This Lease does not automatically renew.

- 4.1. Philadelphia Only If the number of days isn't filled in, at least sixty (60) days notice is required on all leases for one (1) year or more and at least thirty (30) days notice is required for all leases of less than one (1) year.
- Holdover. You or any occupant or guest must not remain in the apartment beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (A) holdover rent is due in advance on a daily basis and may become delinquent without us having to give you advance notice or demand the payment; (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (C) you'll be responsible for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (D) at our option, we may extend the Lease Contract term—for up to one (1) month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.
- **5. RENT AND CHARGES.** Your rent for the term is \$\\_13788.00\\_. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in \\_12\\_ installments of \$\\_1149.00\\_ each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment by the date above, the total rent for the Lease term may be automatically accelerated without notice and become immediately due. We also may end your right to live in the property and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties apply herein. You must pay your installments on or before the first (1st) day of the month in which they are due. There is no grace period, and you agree that not paying by the first (1st) of the month is a material breach of this Lease. Cash is not acceptable without our

prior written permission. You cannot withhold or offset rent unless you do so under the rent withholding act. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us. If you don't pay rent on time, you'll be in breach of this Lease Contract and subject to all remedies under state law and this Lease.

- **5.1. Payments.** You will pay your rent:
  - **X** at the onsite manager's office
  - X through our online payment site

at https://thecanyon.residentportal.
com/auth

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one (1) monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system, which is a system for electronically processing checks for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent and late charges are due without demand, and all other sums are due upon our demand.

- **5.2. Application of Money Received.** When we receive money, other than utility payments subject to government regulation, we may apply it at our option, and without notice, first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.
- **5.3. Utilities and Services.** We'll pay for the following if checked:

| X | gas         | <b>X</b> water    | <b>X</b> sewer    |
|---|-------------|-------------------|-------------------|
| X | electricity | X trash/recycling | ☐ cable/satellite |
| X | Internet    | x stormwater/dra  | inage             |
|   | government  | fees              |                   |
|   | other       |                   |                   |
| _ |             |                   |                   |

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your lease term.

**5.4.** Late Charges. If you don't pay rent in full by 11:59 p.m. on the <u>2nd</u> day of the month, you must pay us the following late charge immediately and without demand in addition to the unpaid rent: \$ \_\_\_\_\_ 25.00 \_\_\_\_.

You'll also pay a charge of \$ \_\_\_\_\_ **35.00** for each returned check or rejected electronic payment plus a late charge.

- **5.5. Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.
- **6. SECURITY DEPOSIT.** Your deposit is \$ \_\_\_\_\_\_, due on or before the date this Lease Contract is signed. This amount does not include an animal deposit. Any animal deposit will be stated in an animal addendum.
  - 6.1. Refunds and Security Deposit Deductions.

    In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.

    We'll mail you, to the forwarding address you provide,

your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than thirty (30) days after surrender or abandonment, unless statutes provide otherwise. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke and carbon monoxide detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key.

You'll also be liable for the following charges, if applicable: unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed re-renting charges; packing, removing, or storing property removed or stored as described in this Lease Contract; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; and false security alarm charges unless due to our negligence.

You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

You should meet with our representative for a moveout inspection.

Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

You'll also be liable for the following charges, if applicable: animal-related charges as provided in this Lease Contract; government fees or fines against us for violation (by you, your occupant(s), or guest(s)) of local ordinances relating to smoke and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; *and* (B) a rerenting fee as provided for in this Lease Contract.

7. **GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than <u>10</u> people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than \_\_\_\_\_3 \_\_\_\_ consecutive days without our prior written consent. If the previous blank isn't filled in, two (2) consecutive days will be the limit.

**7.1. Exclusion of Persons.** We may exclude from the apartment community, to the extent permitted by Pennsylvania statutes, the following guests or others who, in our judgment, have been: (A) violating the law,

(B) violating this Lease Contract or any apartment rules, or (C) disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area to the extent permitted by Pennsylvania statutes, a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

8. CARE OF APARTMENT/COMMON AREAS AND DAMAGES.

You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to the following: a violation of the Lease Contract or rules; or improper use, negligence, or intentional conduct by you or your occupants, invitees, or guests.

Unless the damage or sewer stoppage is due to our fault, we're not responsible for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from sewer stoppages caused by improper objects in lines exclusively serving your apartment.

We may require payment at any time, including advance payment of repairs for which you're responsible. We have not waived our right to collect these payments from you if there is a delay in our demanding payment from you. These damages and charges are considered additional rent and payment is considered a condition of this Lease Contract.

Each resident is jointly and severally liable for all Lease Obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

9. INSURANCE. We do not maintain insurance to cover your personal property or personal injury.

## 9.1. Renter's Insurance Requirement

You are:

required to buy and maintain renter's insurance;
or

lacksquare not required to buy renter's insurance.

## 9.2. Personal Liability Insurance Requirement You are:

In required to purchase and maintain personal liability insurance; *or* 

not required to buy liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. We urge all residents to obtain flood insurance - particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

10. EARLY MOVE-OUT; RE-LETTING CHARGE. You'll be liable to us for a re-renting charge of \$ 500.00 (not to exceed 100% of your installment amount during the Lease Contract term) if you (A) fail to give written move-out notice as required; or (B) move out without paying rent in

full for the entire Lease Contract term or renewal period; or (C) move out at our demand because of your breach of the Lease Contract; **or** (D) are legally removed from the property after a court hearing.

The reletting charge is not a cancellation fee nor a buyout fee and does not release you from your obligations under this Lease. It is an agreed upon amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to determine particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

## 11. SECURITY AND SAFETY DEVICES.

## 11.1. Smoke and Carbon Monoxide Detectors.

We'll provide smoke detectors and carbon monoxide detectors only if required by law. We may install additional detectors not so required. We'll test them and provide working batteries when you first move in. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.

You must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for the cost of replacing or repairing the tampered device, actual damages, and attorney's fees.

- 11.2. Duty to Report. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable the smoke detectors or the carbon monoxide detectors. If you fail to report malfunctions to us, or disable the smoke detectors or carbon monoxide detectors, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.
- **12. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's or occupant's failing to leave the apartment at the end of their term, we're not responsible for the delay. The Lease Contract will remain in force subject to (1) reduction of rent on a daily basis during delay; *and* (2) your right to terminate as set forth below.

After termination, you are entitled only to a refund of the deposit(s) you paid and any rent you paid. Rent reduction or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth herein, you may terminate up to the date when the apartment is ready for occupancy, but not later.

If we give written notice to you when or after the initial term as set forth in this Lease Contract—and the notice states that occupancy has been delayed because of construction or a previous resident's failing to leave the apartment, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.

In the event the Lease Contract is terminated under this paragraph, and you were not at fault for the delay in

occupancy, you will receive a refund of all money paid, including application fees.

## **Resident Life**

- 13. COMMUNITY POLICIES OR RULES. You and all occupants and guests must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the apartment community and do not materially change the terms of the Lease Contract.
  - **13.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.
  - 13.2. Limitations on Conduct. Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least every week in appropriate containers in accordance with local laws. Walkways may be used only for entry or exit. You agree to keep all walkways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs.

Glass containers are prohibited in or near pools and all common areas. Within the apartment community you, your occupant(s), and your guest(s) must not use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited. However, any lawful business conducted "at home" by computer, mail, or telephone is allowed if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

We may regulate:

- (a) the use of patios, balconies, and porches;
- (b) the conduct of furniture movers and delivery persons; *and*
- (c) recreational activities in common areas.
- 13.3. Attendance and Enrollment. We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.
- **14. PROHIBITED CONDUCT.** You, your occupants or guests may not engage in the following activities:
  - (a) behaving in a loud or obnoxious manner;
  - (b) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community.

You and your occupants or guests may also not engage in the following activities:

(a) disrupting our business operations;

- (b) manufacturing, delivering, possessing with intent to deliver; or
- (c) otherwise possessing a controlled substance or drug paraphernalia;
- (d) engaging in or threatening violence;
- (e) possessing a weapon prohibited by state law;
- (f) discharging a firearm in the apartment community;
- (g) displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (h) storing anything in closets having gas appliances;
- (i) tampering with utilities or phone, internet, or other technology;
- (j) bringing hazardous materials into the apartment community;
- (k) using windows for entry or exit;
- (l) injuring our reputation by making bad faith allegations against us to others.

Compliance with this paragraph is a condition of this Lease Contract.

- **15. SMOKING POLICY DISCLOSURE.** Smoking of any illegal substance is prohibited anywhere on the property. For purposes of this paragraph "smoking" includes but is not limited to pipe smoking, cigarette smoking, and cigar smoking. Our smoking policy is checked below.
  - Smoking of tobacco or any other legal substance is not allowed anywhere in the common areas, in any building, or in apartment or balcony. See the No Smoking Addendum for further details.

| Smoking of tobacco or any other legal substance is allowed in the following checked areas only: |
|---|
| ☐ All apartments  |
| Apartments  |
|   |
|   |
|   |
|   |
|   |
| ■ Balconies. See No Smoking Addendum for further details.                                       |

Common areas. See No Smoking Addendum for

- **16. PARKING.** We may regulate the parking place of all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles, motorized bikes, or scooters may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed by following applicable state law procedures. A vehicle is unauthorized or illegally parked in the apartment community if it:
  - (a) has a flat tire or other condition rendering it inoperable;
  - (b) is on jacks, blocks or has wheel(s) missing;
  - (c) has no current license plate or no current registration and/or inspection sticker;
  - (d) takes up more than one parking space;

further details.

- (e) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (f) is parked in a marked handicap space without the legally required handicap sign;
- (g) is parked in space marked for manager, staff, or guest at the office;
- (h) blocks another vehicle from exiting;
- (i) is parked in a fire lane or designated "no parking" area;
- (j) is parked in a space marked for other resident(s) or apartment(s);
- $(\ensuremath{\mathtt{k}})$  is parked on the grass, sidewalk, or patio;
- (l) blocks garbage trucks from access to a dumpster; or

- (m) belongs to a resident and is parked in a visitor or retail parking space.
- **17. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, federal or state law, you cannot end your lease early for any reason.
- **18. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.
- 19. RESIDENT SAFETY AND LOSS. We are not liable to you, other residents in your apartment or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes. We're not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, and/or water. We are also not responsible for pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence, unless otherwise required by law. Unless required by law, we have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice.

During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

## 20. CONDITION OF THE PREMISES AND ALTERATIONS.

- **20.1. As-Is.** *We disclaim all implied warranties.* You accept the apartment, fixtures, and furniture, if any, as is. We disclaim all implied warranties except those required by Pennsylvania statutes. If you are given an Inventory and Condition form on or before movein, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.
- **20.2. Standards and Improvements.** You must use ordinary care in maintaining the apartment and not damaging or littering the common areas. Unless permitted by law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable

number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise.

No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease attachment which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices.

When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

## 21. REQUESTS, REPAIRS, AND MALFUNCTIONS.

- 21.1. Written Requests Required. IF YOU OR ANY OCCUPANT NEEDSTOSEND ANOTICE OR REQUEST— FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED AS FOLLOWS: THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE. This requirement is mandatory except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress. Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.
- 21.2. Notifications and Requirements. You must immediately notify us in writing of: water leaks or excessive moisture; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.
- 21.3. Utilities. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 21.4. Casualty Loss and Equipment Repair. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.
- 21.5. Our Right to Terminate for Casualty Loss/
  Property Closure. If we believe that fire or
  catastrophic damage is substantial, or that
  performance of needed repairs poses a danger to you,
  we may end your Lease Contract within a reasonable
  time by giving you written notice. We also have
  the right to terminate this Lease during the Lease
  term by giving you at least thirty (30) days' written
  notice of termination if we are demolishing your

apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so ended, we'll refund prorated rent and all deposits, less what you owe. We may also remove personal property if it causes a health or safety hazard.

## 22. ANIMALS.

- 22.1. No Animals Without Consent. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal as a pet, you must sign a separate animal addendum which may require additional deposits, rents, fees or other charges. The animal addendum includes information governing animals, including assistance or service animals. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to sign a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability. This includes an authorized emotional support or service animal. You represent that any requests you made are true, accurate and made in good faith.
- 22.2. Removal of Unauthorized Animal. We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures for entering the apartment. We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.
- 22.3. Violations of Animal Policies and Charges. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract, including an initial charge of \$\_\_\_\_\_\_\_ per animal (not to exceed \$100 per animal) and a daily charge of \$\_\_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing.

Initial and daily animal-violation charges and animal-removal charges are agreed upon compensation for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

- 23. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed below may peacefully enter the apartment at reasonable times for the purposes listed below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:
  - (1) written notice of the entry is left in an easily seen place in the apartment immediately after the entry; *and*
  - (2) entry is for:
    - (a) responding to your request;

- (b) making repairs or replacements;
- (c) estimating repair or refurbishing costs;
- (d) performing pest control;
- (e) doing preventive maintenance;
- (f) changing filters;
- (g) testing or replacing smoke or Carbon Monoxide detectors batteries;
- (h) retrieving unreturned tools, equipment, or appliances;
- (i) preventing waste of utilities;
- (j) leaving notices;
- (k) delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices:
- (I) removing or rekeying unauthorized access control devices;
- (m) removing unauthorized window coverings;
- (n) for stopping excessive noise;
- (o) removing health or safety hazards (including hazardous materials), or items prohibited under our rules:
- (p) removing perishable foodstuffs if your electricity is disconnected;
- (q) retrieving property owned or leased by former residents;
- (r) inspecting when immediate danger to person or property is reasonably suspected;
- (s) allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.);
- (t) allowing entry by a law officer with a search or arrest warrant, or in hot pursuit;
- (u) showing apartment to prospective residents (after move-out or vacate notice has been given);
- (v) showing apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.
- 24. NOTICES. Notices and requests from you or any other resident or occupant of the apartment, or granting a right or license to occupy constitute notice from all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.
- 25. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly agree in writing.
  - **25.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:
    - (a) be in compliance with all terms of this Lease;
    - (b) execute a new Lease or other agreement for the space to which you are transferring;
    - (c) complete all required forms;
    - (d) pay a new security deposit in advance if required; *and*
    - (e) pay transfer fee of \$ \_\_\_\_250.00 \_\_\_ in advance if you are moving from one apartment to another or \$ \_\_\_\_100.00 \_\_\_ in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

**25.2. Relocation.** We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for rekeying if we require you to relocate.

- **25.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy then:
  - (a) a reletting charge will not be due;
  - (b) a reasonable administrative (paperwork) and/ or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
  - (c) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.
- If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.
- **25.4. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

## **Owner's Rights and Remedies**

- **26. OUR RESPONSIBILITIES.** We'll act with ordinary care to:
  - (1) keep common areas reasonably clean,
  - (2) maintain fixtures, hot water, heating and airconditioning equipment;
  - (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; *and*
  - (4) make all reasonable repairs, subject to your obligation to pay for damages and items for which you are liable.
  - 26.1. Your Remedies. If we violate any of the above, you may end your tenancy and exercise other appropriate remedies under state law by following this procedure:
    - (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
    - (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor and utilities;
    - (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within seven (7) days; *and*
    - (d) if repair hasn't been made within seven (7) days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

## 27. DEFAULT BY RESIDENT.

27.1. Acts of Default. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your apartment; (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; or (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a

resident in the apartment will be limited to those that affect that resident only.

Compliance with the terms of this paragraph is a condition of this Lease Contract.

- 27.2. Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.
- 27.3. Eviction. Termination of your possession rights or subsequent re-renting doesn't release you from the obligation to pay for future rent or other Lease Contract obligations. After filing an eviction suit, we may still accept rent or other sums due. The filing or acceptance doesn't waive or eliminate our right of eviction, or any other contractual or legal right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. In an eviction, rent is owed for the full rental period and will not be prorated.

However, we will accept past-due rent and costs at any time prior to eviction being completed as required by Pennsylvania law.

- 27.4. WAIVER OF NOTICE: If the Landlord desires to start a Court action to recover possession for nonpayment of rent or for any other reason, the Resident specifically waives any notice period contained in Section 501 of the Landlord and Resident Act of 1951, as amended, 68 P.S. 250.101 et seq., or any other notice period established by law. THEREFORE, THE LANDLORD MAY FILE SUIT AGAINST THE RESIDENT WITHOUT NOTICE IF THE RESIDENT BREACHES THIS LEASE AGREEMENT, AND RESIDENT AGREES THAT NO NOTICE IS REQUIRED.
- **27.5. Other Remedies.** If your rent is delinquent, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts or concessions in this Lease Contract, in addition to other sums due.

Upon your default, we have all other legal remedies, including termination of your tenancy. In a lawsuit under this contract, we may recover from you attorney's fees and all other litigation costs. Late charges are agreed upon amounts for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs).

You must pay all collection-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

- 27.6. Mitigation of Damages. If you move out early, you'll be subject to any re-renting charge described in this Lease Contract and all other remedies. We'll try to re-rent and minimize the amount you owe to us. We'll credit all subsequent applicable rent that we actually receive from future residents against your liability for past-due, future rent, and other sums due.
- **27.7. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

## 28. NO AUTHORITY TO AMEND UNLESS IN WRITING.

28.1. Representatives' Authority; Waivers; Notice.
Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or failure of our representative to do something they are required to do will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights, isn't a waiver under any circumstances.

Except when notice or demand is non-waivable by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed you will comply under this Lease, a separate Lease Guaranty for each person that made this guarantee must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, email, or fax that was given (and any fax-transmittal verification). Fax or electronic (digital) signatures are binding. All notices must be signed.

- **28.2. Entire Agreement.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements.*
- **28.3. Waiver of Jury Trial.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on any violation of the law, and/or related to this Lease Contract shall be to a judge and not a jury.
- 28.4. Miscellaneous.
  - (a) If we exercise one legal right against you, we still have all other legal rights available in any legal proceeding against you.
  - (b) Insurance subrogation is waived by all parties.

- (c) No employee, agent, or management company is personally liable for any of our obligations merely because they are acting on our behalf.
- (d) This Lease Contract binds subsequent owners.
- (e) A mistake in a clause or missing initials on a page does not make this Lease Contract invalid.
- (f) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- (g) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- (h) All Lease Contract obligations must be performed in the county where the apartment is located.
- (i) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- (j) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- (k) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term begins.
- **28.5. Rooming House.** In no event shall the apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.
- 28.6. Force Majeure. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, emergency order, moratorium, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability or prevents the occupancy of the property by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- **28.7. Obligation to Vacate.** If we provide you with a notice to end the lease, you shall vacate the apartment and remove all your personal property therefrom at the expiration of the lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us
- Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. Section 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Residents with concerns on this issue are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

## **End of the Lease**

29. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in re-renting charges. You're prohibited from applying any

security deposit to rent. You won't stay beyond the date you are supposed to move out.

All residents, occupants and guests must vacate or surrender the bedroom and apartment before the thirty (30)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

- 29.1. Cleaning. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
- **29.2. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

### 30. SURRENDER AND ABANDONMENT.

You have *surrendered* the bedroom and the apartment when (A) the move-out date has passed and no one is living in the bedroom in our opinion; *or* (B) all apartment keys and access devices have been turned in where rent is paid—whichever date occurs first.

You have *abandoned* the bedroom and the apartment when all of the following have occurred (A) everyone appears to have moved out in our opinion; (B) clothes, furniture, and personal belongings have been substantially removed from the bedroom in our opinion; (C) you've been in default for non-payment of rent for fifteen (15) consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated; *and* (D) you've not responded for two (2) days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

- **30.1.** The Ending of Your Rights. Surrender, abandonment, and judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-rent the bedroom or apartment. Your surrender or abandonment of the premises does not terminate your responsibility to pay rent or any other balances you may owe.
- 30.2. PropertyLeftIn Apartment. "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. In accordance with Section 505.1(b) of the Pennsylvania Landlord and Resident Act, upon your relinquishment of possession of real property, a resident shall remove all personal property from the leased or formerly leased premises.

## **General Provisions and Signatures**

- **31. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.
- **32. ASSOCIATION MEMBERSHIP.** We represent that either: (A) we or; (B) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.
- **33. CANCELLATION.** If written cancellation is received within seventy-two (72) hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.
- **34. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only. This will not invalidate or otherwise affect the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
- 35. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original or electronic (digital) signatures (for purposes of this section, an electronic signature shall be deemed an original signature). We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This Lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

| 6. | <b>SPECIAL PROVISIONS.</b> The following or attached special  |
|----|---|
|    | provisions and any attachments or written rules furnished     |
|    | to you at or before signing will become a part of this Lease  |
|    | and will supersede any conflicting provisions of this printed |
|    | Lease form.   |

| See | Additional | Special | Provisions |
|-----|------------|---------|------------|
|     |            |         |            |
|     |            |         |            |
|     |            |         |            |
|     |            |         |            |
|     |            |         |            |

Before submitting a rental application or signing this Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.

The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.

Additional terms or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.

You are entitled to receive a copy of this Lease after it is fully signed.

Keep it in a safe place.

NOTICE: YOU ARE GIVING UP CERTAIN IMPORTANT RIGHTS. YOU ARE WAIVING YOUR RIGHT TO HAVE A NOTICE SENT TO YOU BEFORE WE START A COURT ACTION TO RECOVER POSSESSION OF THE APARTMENT FOR NONPAYMENT OR FOR ANY OTHER REASON. YOU ARE ALSO WAIVING YOUR RIGHT TO A JURY TRIAL.

Resident (sign below)

| Date Signed   |  |  |
|---|--|--|
| <b>Owner or Owner's Representative</b> (signing on behalf of owner) |  |  |
| Data Signed   |  |  |

| N/A   |  |
|---|--|
| N/A   |  |
|   |  |
| Address and phone number of Owner's Representative for      |  |
| notice purposes   |  |
| 200 - 7   |  |
| 309 E Beaver Ave.   |  |
| State College, PA 16801                                     |  |
| (814) 237-0363  |  |
| (021/20/ 0000   |  |
| After-hours phone number (814) 237-0363                     |  |
| (Always call 911 for police, fire, or medical emergencies.) |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
| SPECIAL PROVISIONS (CONTINUED). Student Housing Le          |  |
|   | for the Fall 2024/25 Term or on or before July |
|   | yments must be made by the 1st of the month in |
| which they are due, with no grace period. RESI              |  |
|   | stream any audio or video content they choose  |
| to stream for their own personal benefit in th              |  |
| will not engage in any public broadcast or dis              |  |
| performance of any protected work, in any publ              |  |
| unless Resident has specifically secured writt              |  |
| form of a copyright license expressly authoriz              | <u> </u>                                       |
| such work. If Resident publicly broadcasts, di              |  |
| copyright owner's consent, Resident agrees to               |  |
| Agent harmless for any third-party claim broug              |  |
| the illegal broadcast, display or performance               | of such work.                                  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |

Name and address of locator service (if applicable)

N/A

## **ADDITIONAL SPECIAL PROVISIONS**

Becomes part of the Lease Contract



| DWELLING DESCRIPT                       |                        | Beaver Avenue Ur                             | 11t # F           | AC-6   |
|---|------------------------|--|-------------------|--|
| (street address),<br>Pennsylvania,      |                        | (unit no. if applic                          | <i>able)</i> in . | State College (city),  |
| -                                       |                        | (zip code).                                  | s+ 20             | 2024   |
| <b>LEASE CONTRACT DES</b> Owner's Name: |                        | Contract date: <u>Augu</u><br>College Beaver |                   | , 2024   |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
| Residents (list all reside              | nts): AC 1 Model       | •  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
| •                                       |                        |  |                   | OCCUPANCY section is deleted and replaced provided by applicable law, if your        |
|   | _                      |  |                   | ting date of the lease term, you are not   |
|   |                        | _  |                   | ined in your lease package, unless we fail   |
| to provide you wi                       | th alternate           | housing for tha                              | t peri            | iod of time from the start date of the   |
|   | _                      |  | _                 | r occupancy. Thereafter, if your bedroom   |
| <del>-</del>                            |                        |  |                   | y closure, we will proceed as described in tract. Under no circumstances will we be  |
|   |                        |  |                   | by or related to the failure of your   |
| <del>-</del>                            |                        |  |                   | e of the lease term or at any time   |
|   |                        |  |                   | subject to applicable laws that may not  |
| _                                       | _                      | _  |                   | t we, our representative(s), agent(s),   |
|   |                        | _  |                   | ontact you. You agree that any of the ation relating to you or your lease,           |
|   | _                      | _  |                   | (ii) from which you called us, or (iii)  |
| which we obtained                       | and through            | which we reason                              | ably b            | oelieve we can reach you. You agree that   |
| <del>-</del>                            |                        | <del>_</del>                                 |                   | ude calls made to your cellular telephone  |
| <del>-</del>                            | _                      |  |                   | icial or prerecorded voice messages, text Voice over Internet Protocol (VOIP)        |
|   |                        |  |                   | echnology. You agree to promptly notify us   |
| <del>-</del>                            |                        |  |                   | to us. You are responsible for any service   |
| _                                       |                        | <del>-</del>                                 | _                 | DURING YOUR INITIAL LEASE APPLICATION and  |
|   |                        |  |                   | you, we may obtain information on you,   |
|   |                        |  |                   | . By signing this lease, you agree that, by written consent, and notwithstanding     |
|   |                        | _  |                   | we may share any such information with   |
| third parties, in                       | cluding, with          | out limitation,                              | for 1             | law enforcement, governmental or business  |
| <del>-</del>                            |                        | _  | _                 | destroying, or otherwise using the fire &  |
|   |                        |  |                   | xtinguishers, pull stations, exit signage, detectors anywhere in the building) other |
|   |                        |  |                   | fire will result in fines of at least \$500  |
| <u> </u>                                |                        |  | _                 | ual damages, attorney's fees, and any  |
| other expenses as                       | sociated with          | the repair, in                               | specti            | ion, and testing of the system.  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
| Residen                                 | it(s) (All residents n | nust sign)                                   |                   | Date of Signing Addendum   |
|   |                        | - 7  |                   |  |
|   |                        |  | • —               |  |
|   |                        |  | - —               |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
|   |                        |  |                   |  |
| Orumore                                 | or Ownor's Dones       | contativo                                    |                   | Data of Cigning Addandum   |
| owner o                                 | or Owner's Repres      | entative                                     |                   | Date of Signing Addendum   |
|   |                        |  |                   |  |

## **UTILITY AND SERVICES ADDENDUM**



| This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated <b>August 29, 2024</b> between <b>Core State College Beaver LLC</b>  |  |  |  |  |
|--|--|--|--|--|
| ("We" and/or "we" and/or "us") and AC 1 Model  |  |  |  |  |
| ("You" and/or "you") of Unit No. AC-6-A1 located at 309 East Beaver Avenue Unit # AC-6   |  |  |  |  |
| (street address) in State College, PA 16801  |  |  |  |  |
| and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Leas Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where th terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. |  |  |  |  |
| 1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be a indicated below.  |  |  |  |  |
| a) Water service to your apartment will be paid by you either:  directly to the utility service provider; or  water bills will be billed by the service provider to us and then allocated to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable  |  |  |  |  |
| b) Sewer service to your apartment will be paid by you either:  directly to the utility service provider; or sewer bills will be billed by the service provider to us and then allocated to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable   |  |  |  |  |
| c) Gas service to your apartment will be paid by you either:  directly to the utility service provider; or  gas bills will be billed by the service provider to us and then allocated to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable  |  |  |  |  |
| d) Trash service to your apartment will be paid by you either:  directly to the utility service provider; or  trash bills will be billed by the service provider to us and then charged to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable  |  |  |  |  |
| e) <b>Electric</b> service to your apartment will be paid by you either:  directly to the utility service provider; or electric bills will be billed by the service provider to us and then allocated to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable  |  |  |  |  |
| f) Stormwater service to your apartment will be paid by you either:  directly to the utility service provider; or stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable   |  |  |  |  |
| g) Cable TV service to your apartment will be paid by you either:  directly to the utility service provider; or cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable   |  |  |  |  |
| h) Master Antenna service to your apartment will be paid by you either:  directly to the utility service provider; or master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable   |  |  |  |  |
| i) Internet service to your apartment will be paid by you either:  directly to the utility service provider; or internet bills will be billed by the service provider to us and then allocated to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable   |  |  |  |  |
| j) <b>Pest Control</b> service to your apartment will be paid by you either:  directly to the utility service provider; or  pest control bills will be billed by the service provider to us and then charged to you based on the following formula:  If flat rate is selected, the current flat rate is \$ per month.  3rd party billing company if applicable   |  |  |  |  |

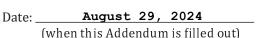
|    | k) (Other) Flat Utility Fee   | service to your apartment will be paid by you either:  |  |  |  |
|----|---|--|--|--|--|
|    | directly to the utility service provi   | service to your apartment will be paid by you either:  |  |  |  |
|    | <b>X</b> bills will be billed by the service pr   | ovider to us and then allocated to you based on the following formula: 4 ent flat rate is \$ 25.00 per month.  |  |  |  |
|    | 3rd party billing company if a  | plicable   |  |  |  |
|    | l) (Other)  | service to your apartment will be paid by you either:  |  |  |  |
|    | directly to the utility service provi   | ler; or  |  |  |  |
|    | If flat rate is selected, the curr  | ovider to us and then allocated to you based on the following formula:ent flat rate is \$ per month.   |  |  |  |
|    |   | plicablepor monen.   |  |  |  |
|    |   |  |  |  |  |
|    | METERING/ALLOCATION METHOD KEY  |  |  |  |  |
|    | "1" - Sub-metering of all of your water/gas,<br>"2" - Calculation of your total water use ba  |  |  |  |  |
|    | "3" - Calculation of your total water use ba  |  |  |  |  |
|    | "4" - Flat rate per month   |  |  |  |  |
|    | "5" - Allocation based on the number of per<br>"6" - Allocation based on the number of per  | sons residing in your apartment<br>sons residing in your apartment using a ratio occupancy formula   |  |  |  |
|    | "7" - Allocation based on square footage of   | your apartment your apartment  |  |  |  |
|    | "8" - Allocation based on a combination of so<br>"9" - Allocation based on the number of beo  | uare footage of your apartment and the number of persons residing in your apartment  |  |  |  |
|    | "10"- Allocation based on a lawful formula  |  |  |  |  |
|    | (Note: if method "10" is selected, a se   | parate sheet will be attached describing the formula used)   |  |  |  |
| 2. | Allocation formulas are used when the an  | artment has no sub-meter. The formula may be based on factors such as, the interior  |  |  |  |
|    | square footage of the apartment, number o   | bedrooms, number of occupants, number of bathrooms, presence of washing machine,   |  |  |  |
|    |   | n. The allocation is an estimate of usage by the resident. If an allocation method is  |  |  |  |
|    |   | te your allocated share of the utilities and services provided and all costs in accordance ocation method, Resident may be paying for part of the utility usage in common areas    |  |  |  |
|    | or in other residential units as well as adm  | inistrative fees. Both Resident and Owner agree that using a calculation or allocation   |  |  |  |
|    |   | ty consumption is fair and reasonable, while recognizing that the allocation method all utility consumption for Resident. Where lawful, we may change the above methods            |  |  |  |
|    |   | ilities and services and all other billing methods, in our sole discretion, and after  |  |  |  |
|    |   | cailed descriptions of billing methods, calculations and allocation formulas will be   |  |  |  |
|    | provided upon request.  |  |  |  |  |
|    |   | service is used, Resident and Owner agree that the charges indicated in this Agreement specified above) represent a fair and reasonable amount for the service(s) provided         |  |  |  |
|    | and that the amount billed is not based or  |  |  |  |  |
|    |   |  |  |  |  |
| 3. |   | billing company, you must pay utility bills within <u>30</u> days of the date when the<br>on your bill, or the payment will be late. If a payment is late, you will be responsible |  |  |  |
|    |   | ayment of a bill or failure to pay any utility bill is a material and substantial breach   |  |  |  |
|    |   | dies available under the Lease, up to and including eviction for nonpayment. To the  |  |  |  |
|    |   | administrative, late or final bill fees, you shall pay such fees as indicated below.   |  |  |  |
|    | New Account Fee:  | \$(not to exceed \$)   |  |  |  |
|    | Monthly Administrative Billing Fee:   | \$ (not to exceed \$)  |  |  |  |
|    | Late Fee:   | \$ (not to exceed \$)  |  |  |  |
|    | Final Bill Fee:   | \$(not to exceed \$)   |  |  |  |
|    | If allowed by state law, we at our sole disc  | retion may amend these fees, with written notice to you.   |  |  |  |
| 4. | You will be charged for the full period of  | ime that you were living in, occupying, or responsible for payment of rent or utility  |  |  |  |
|    | charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged   |  |  |  |  |
|    | o pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, ve may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for |  |  |  |  |
|    | billing for the utility service in the amoun  |  |  |  |  |
| _  |   |  |  |  |  |
| 5. | When you move out, you will receive a fina at the time you move out or it will be dedu  | bill which may be estimated based on your prior utility usage. This bill must be paid  |  |  |  |
|    | at the time you move out of it will be usua   | sea nom the security deposit.  |  |  |  |
| 6. |   | es you incur as a result of outages, interruptions, or fluctuations in utility services  |  |  |  |
|    |   | s or damage was the direct result of negligence by us or our employees. You release<br>any claims for offset or reduction of rent or diminished rental value of the apartment      |  |  |  |

- 5.
- 6. due to such outages, interruptions, or fluctuations.
- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
- 9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
- 10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

|     | without invalidating or otherwise affecting the remainder of this a all other terms and conditions of the Lease shall remain unchan Addendum and the terms of the Lease, the terms of this Addendum | ged. In the event of any conflict between the terms of this   |
|-----|---|---|
| 12. | The following special provisions and any addenda or written rules this Utility Addendum and will supersede any conflicting provisions   | s furnished to you at or before signing will become a part of s of this printed Utility Addendum and/or the Lease Contract. |
|     |   |   |
|     |   |   |
|     | -   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     | -   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
|     |   |   |
| Doc | ident Signature   | Data  |
|     | ident Signature   |   |
|     | nagement  |   |
|     |   |   |
|     |   |   |

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only

## **BED BUG ADDENDUM**





Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

|    | Unit No.                        | I          | AC-6-A          | .1      | , 30 | 9 East              |  |
|----|---------------------------------|------------|-----------------|---------|------|---------------------|--|
|    | Beaver                          | Avenue     | Unit            | # AC-6  |      |                     |  |
|    |                                 |            |                 |         |      | (street address) in |  |
|    |                                 |            | Stat            | e Coll  | ege  |                     |  |
|    | (city), Per                     | nnsylvania | a,              | 16801   |      | (zip code).         |  |
| 2. | LEASE CONTRACT DESCRIPTION.     |            |                 |         |      |                     |  |
|    | Lease Co                        | ntract Dat | e: <b>Aug</b> ı | ıst 29, | 2024 |                     |  |
|    | Owner's                         | name: Co:  | re Sta          | ate Col | lege | Beaver LLC          |  |
|    |                                 |            |                 |         | _    |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    | Residents (list all residents): |            |                 |         |      |                     |  |
|    |                                 |            | 0010101100      | .y.     |      |                     |  |
|    | AC 1 M                          | odeT       |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      | -                   |  |
|    |                                 |            |                 |         |      |                     |  |
|    |                                 |            |                 |         |      |                     |  |

1. APARTMENT DESCRIPTION.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- **3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs *(cimex lectularius)* which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.
- **4. INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:
  - YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

 YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

## 5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for a bed bug infestation on your own.

- **6. NOTIFICATION.** You must promptly notify us:
  - of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
  - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
  - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
- **7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the apartment. Any items you remove from the apartment must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
- 8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your apartment, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

| 9. | TRANSFERS. If we allow you to transfer to another apartment in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction. | 10. | SPECIAL PROVISIONS. The following special provision control over conflicting provisions of this printed form: |
|----|--|-----|---|
|    | You are legally bound by this do   | cum | ent. Please read it carefully.  |
|    | Resident or Residents<br>(All residents must sign)   |     | Owner or Owner's Representative<br>(Signs below)  |
|    |  |     | Date of Signing Addendum  |
|    |  |     |   |

 $You\ are\ entitled\ to\ receive\ an\ original\ of\ this\ Addendum\ after\ it\ is\ fully\ signed.\ Keep\ it\ in\ a\ safe\ place.$ 

## **BED BUGS - A Guide for Rental Housing Residents**

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. 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.

## Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

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.

## Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest 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 transmitting pests. Again, claims associating bed bugs with disease are false.

## **Identifying bed bugs**

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- 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 (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

## 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 to 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 belongings for bed bugs before departing for home.

## Bed bug do's and don'ts

- Do not bring used furniture from unknown sources into your apartment. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **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, chemicalbased 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 your owner and their designated pest management company.



## MOLD INFORMATION AND PREVENTION ADDENDUM

Becomes part of the Lease Contract



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us

| (street address),               | AC-6-A1            | (unit no. ij |  |  |  |
|---------------------------------|--------------------|--------------|--|--|--|
| applicable) in                  | State College      | _ (          |  |  |  |
| (city), Pennsylvania,           | 16801              | (zip code).  |  |  |  |
| LEASE CONTRACT D                | DESCRIPTION.       |              |  |  |  |
| Lease Contract Date:            | August 29, 2024    |              |  |  |  |
| Owner's name: Core              | State College Beav | er LLC       |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
| Residents (list all residents): |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
| AC 1 Model                      |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |
|                                 |                    |              |  |  |  |

3. ABOUT MOLD. Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Addendum vary or contradict any terms or conditions found

in the Lease Contract, this Addendum shall control.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

- **4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
  - Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
  - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines-especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.
- 5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
  - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
  - overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
  - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
  - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
  - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
  - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- **6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

**9. SPECIAL PROVISIONS.** The following special provisions used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets-control over conflicting provisions of this printed form: provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. 7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action. **8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract. If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them. **Resident or Residents** Owner or Owner's Representative (Signs here) (All residents must sign here) **Date of Lease Contract** August 29, 2024

## **ASBESTOS ADDENDUM**



| Date: | August 29, 2024                    |
|-------|------------------------------------|
|       | (when this Addendum is filled out) |

| 2. | APARTMENT DESCRIPTION.  Unit NoAC-6-A1, 309 East  Beaver Avenue Unit # AC-6   | 4. FEDERAL RECOMMENDATIONS. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or  |
|----|---|---|
|    | Residents (list all residents):  AC 1 Model  This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises   | disturbance of those materials.  5. COMMUNITY POLICIES AND RULES. You, your families, occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your apartment unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.  6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: |
|    | described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.  |   |
|    | <b>ASBESTOS.</b> In most apartments which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your apartment, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials. |   |
|    | <b>Resident(s)</b><br>(All residents must sign)   | Date of Signing Addendum  |
|    |   |   |
|    |   |   |
|    | Owner or Owner's Representative   | Date of Signing Addendum  |

## COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This Addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

|      |  | Core State College   | ,   | the terms of this Addendam shall be co.   | ner oning.  |  |
|------|--|--|---|---|---|--|
| Resi | dent(s):   | AC 1 Model   |   |   |   |  |
|      |  |  |   |   |   |  |
| Unit | No:/Address:   | #AC-6-A1, 309 Eas  | t Beaver Avenue Unit # 2  | AC-6, State College, PA 1680  | 01  |  |
| Leas | e Date:  | 08/29/2024   |   |   |   |  |
| I.   | Resident(s) located at too therwise please, this may be revealed and to chan without not   | GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.  Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Am located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the ter Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permandable by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amendment and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute downthout notice, obligation or recompense of any nature to Resident. Owner and management may make changes to for use of any Amenity at any time. |   | al right except as to the terms of the such permission er the Lease, this for all Amenities poolute discretion,   |   |  |
|      | personal in<br>Communit<br>damages, l  | njury or property dama<br>y. Resident(s) agrees to l<br>losses, or liabilities of e  | ge, of whatever nature or seve<br>nold Owner harmless and relea<br>very type, whether or not for  | of every type, including but not ling rity, related to Resident's use of the se and waive any and all claims, alle eseeable, that Resident(s) may have rovision shall be enforceable to the   | amenities at the<br>gations, actions,<br>e against Owner  |  |
|      | WITH THE<br>SOLELY RE<br>RULES AND<br>FROM ALL   | E HEIRS, ASSIGNS, ESTA'<br>SPONSIBLE FOR THE COM<br>D REGULATIONS, AND F<br>CLAIMS OF SUCH PERSO   | TES AND LEGAL REPRESENTA<br>MPLIANCE OF SUCH PERSONS W<br>RESIDENT(S) INTEND TO AND<br>NS AS DESCRIBED IN THE PREC  | '(S)' OCCUPANTS, AGENTS AND INVIT<br>TIVES OF THEM ALL, AND RESIDEN<br>ITH THE LEASE, THIS ADDENDUM, A<br>SHALL INDEMNIFY AND HOLD OW<br>EDING PARAGRAPH. The term "Own<br>Owners, subsidiaries and affiliates  | NT(S) SHALL BE<br>ND COMMUNITY<br>NER HARMLESS<br>Ier" shall include  |  |
| II.  | <ul> <li>Resident:</li> <li>All Swim</li> <li>For their</li> <li>Pool hour</li> <li>No glass,</li> <li>Proper swin</li> <li>No runni with a tow</li> <li>Resident</li> </ul> | s and guests will adhere to mers swim at their own resafety, Residents should provide a safety, Residents should be a safety, or alcoholic beverage wimming attire is required not not rough activities are well when using suntanoil (s) must accompany their   | to the rules and regulations post risk. Owner is not responsible for not swim alone.  The ges are permitted in the pool are at all times and a swimsuit "contained in the pool area. Respense, leaving pool furniture in pool states.   | ea. Use paper or plastic containers only over up" should be worn to and from to to thers by minimizing noise, covering the containing of trash, and keeping pareas, disposing | policies.<br>y.<br>he pool.<br>ng pool furniture  |  |
|      |  |  | IN CASE OF EMERGENCY D  | IAL 911   |   |  |
| III. | agrees to the Resident. The Fitne Resident( that may Resident( dangerous) Resident aerobics Resident Resident Resident   | the following: s and guests will adhere to the sess Center is not supervise (s) shall carefully inspect to be functioning improperties; as well any other persons, as well any other persons (s) shall consult a physical or exercise class, and will (s) will keep Fitness Center (s) must accompany guest in the Fitness Center.   | to the rules and regulations posted. Resident(s) are solely responsach piece of equipment prior to Rely or that may be damaged or dart to Management any equipment on's use that appears to be danged in before using any equipment refrain from such use or particer locked at all times during Responsaches and no glass, smoking, eatings. | t that is not functioning properly, is dan<br>erous or in violation of Management R<br>in the Fitness Center and before par<br>pation unless approved by Resident's<br>ident's visit to the Fitness Center.<br>Is not registered with the Managemen<br>ng, alcoholic beverages, pets, or blace  | ent policies. Fequipment. Ingany equipment maged or appears ules and Policies. rticipating in any physician. at Office. ck sole shoes are |  |
|      | Card # issu  | red: (1)<br>(2)  | (3)(4)  | (5)(6)  |   |  |
|      |  |  |   |   |   |  |

IV. PACKAGE RELEASE. This Community 🗓 DOES; 🔲 DOES NOT accept packages on behalf of Residents.

## For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

Revised 3/2019, Pennsylvania Page 1 of 3

- V. BUSINESS CENTER. This Community DOES; DOES NOT have a business center.

  Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- **VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
  - Only \_\_\_\_\_ vehicle per licensed Resident is allowed.
  - All vehicles must be registered at the Management office.
  - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in
  - the sole judgment of Management, will be towed at the vehicle owner's expense after a \_\_\_\_\_\_ hour notice is placed on the vehicle.
  - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
  - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
  - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
  - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- **VII. FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
  - Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
  - No person shall knowingly maintain a fire hazard.
  - Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of \_\_\_\_\_\_ 50 \_\_\_\_ feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
  - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
  - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
  - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
  - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
  - The Philadelphia Fire Code, Section 806.1.1 states that no naturally cut trees shall be allowed in multi-family buildings.
- VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartment several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:
  - Clean in all cabinets, drawers and closets in kitchen and pantry.
  - Remove pets or place them in bedrooms, and notify Owner of such placement.
  - If roaches have been seen in closets, remove contents from shelves and floor.
  - Remove infants and young children from the apartment.
  - Remove chain locks or other types of obstruction on day of service.
  - Cover fish tanks and turn off their air pumps.
  - Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

## RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

- **IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- **X. WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.
- XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

Revised 3/2019, Pennsylvania Page 2 of 3

- XII. SIGNS. Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.
- XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or
- XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this Addendum, the Lease Contract or any other addenda to the Lease Contract.
- **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Barbeques, grills, eggs, smokers, or similar products are not allowed to be used or stored at the community at any time. Vehicles illegally parked in fire zones, no parking zones, reserved spaces, or handicapped spaces (without proper placards or license plates) are subject to immediate towing. Resident shall not install or use a bidet in the apartment. RESIDENT is not permitted to engage in any public broadcast or display of any video or audio content in any public or common space within the

|                               |                                | e in public areas Withou  | ut such express, written |
|-------------------------------|--------------------------------|---------------------------|--------------------------|
| _                             |                                | work, all public broade   |                          |
| performance in an             |                                |                           |                          |
| periormance in an             | y common areas or the          | Apar chieff Community are | promibited.              |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
| I have read understand and a  | gree to comply with the proces | ling provisions           |                          |
| i nave reau, unuerstanu anu a | gree to comply with the preced | ing provisions.           |                          |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
| Resident                      | Date                           | Resident                  | Date                     |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
| Resident                      | Date                           | Resident                  | Date                     |
|                               |                                |                           | _                        |
|                               |                                |                           |                          |
| <del></del>                   |                                | <del>_</del>              |                          |
| Resident                      | Date                           | Resident                  | Date                     |
|                               |                                |                           |                          |
|                               |                                |                           |                          |
| Owner Representative          |                                | <br>Date                  |                          |
|                               |                                |                           |                          |

Page 3 of 3 Revised 3/2019, Pennsylvania

## **SURETY BOND ADDENDUM**

Becomes part of Lease Contract



Date: August 29, 2024
(when this Addendum is filled out)

| 1. APARTMENT DESCRIPTION.   | Unit No                      |  |                                      | st Beaver Avenue Unit # 2   | AC-6                           |
|---|------------------------------|--|--------------------------------------|---|--------------------------------|
| Pennsylvania, <b>16801</b>  | (zip code).                  | (street ad                                   | ldress) in                           | State College   | (city),                        |
| 2. LEASE CONTRACT DESCRIPT Owner's Name: Core State   | T <b>ION.</b> Lease Co       |  | ıst 29, 202                          | 4   |                                |
| Residents (list all residents): <u>A</u>  | C 1 Model                    |  |                                      |   |                                |
|   |                              |  |                                      |   |                                |
| The terms "you" and "your" refer any of owner's successors' in inte   |                              |  | terms "we," "u                       | s," and "our" refer to the owner li                                     | sted above (or                 |
| This Addendum constitutes an Ad<br>Contract. Where the terms or con<br>Contract, this Addendum shall con  | ditions found                |  |                                      |   |                                |
| We require that you provide us w<br>time you lease the apartment. You<br>company. If you purchase a surety<br>the surety bond, the agreement be | may choose to bond, the bond | reduce or eliminate<br>I will be available t | e the security d<br>o us for recover | eposit by purchasing a surety bon<br>y of any damage or other loss. Als | d from another                 |
| THE MONEY YOU PAY THE SURE<br>IF WE MAKE NO CLAIM AGAINS<br>PREMIUM AT THE END OF THE L   | ΓTHE SURETY                  |  |                                      |   |                                |
| If you purchase a surety bond, you to us under this Lease Contract. Y WE RECEIVE PAYMENTS FROM T the total amount of damage or oth amount.      | OU WILL NOT :<br>HE SURETY W | BE RELEASED FRO<br>HICH SATISFY YO           | OM YOUR OBLIC<br>UR OBLIGATIO        | GATIONS TO US, EXCEPT TO THE NS TO US. Specifically, if the suret       | EXTENT THAT<br>by does not pay |
| <b>Resident or F</b><br>(All residents mu   |                              |  | 0,                                   | wner or Owner's Representativ<br>(signs here)                           | 'e                             |
|   |                              |  |                                      | Date this Addendum is Signed  |                                |
|   |                              |  |                                      |   |                                |



## LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE

Becomes part of the Lease Contract



| 1. | DWELLING DESCRIPTION. 309 East Beaver Avenue Unit # AC-6  | <b>5. REPORT DAMAGEOR MALFUNCTIONS.</b> Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.  |
|----|---|---|
| 2. | (street address), AC-6-A1 (unit no. if applicable) in State College (city), Pennsylvania, 16801 (zip code).  LEASE CONTRACT DESCRIPTION.  Lease Contract Date: August 29, 2024  Owner's name: Core State College Beaver LLC   | <b>6. FOLLOW WRITTEN INSTRUCTIONS.</b> We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.  |
|    | Residents (list all residents):  AC 1 Model   | 7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community (if applicable). Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and |
| 3. | This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.  REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.  Remote control for gate access. Each person who is | invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community (if applicable).   |
|    | listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ non-refundable fee.   | <ul> <li>8. RULES IN USING VEHICLE GATES.</li> <li>• Always approach entry and exit gates with caution and at a very slow rate of speed.</li> </ul>   |
|    | Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ non-refundable fee.   | <ul> <li>Never stop your car where the gate can hit your vehicle as the gate opens or closes.</li> <li>Never follow another vehicle into an open gate. Always use your card to gain entry.</li> </ul>   |
|    | Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.   | <ul> <li>Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.</li> <li>Never force the gate open with your car.</li> <li>Never get out of your vehicle while the gates are opening or closing.</li> </ul>   |
| 4. | DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.  If a remote control is lost, stolen or damaged, a \$ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$   | <ul> <li>If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.</li> <li>Do not operate the gate if there are small children nearby</li> </ul>   |
|    | <ul> <li>deduction from the security deposit.</li> <li>If a card is lost, stolen or damaged, a \$ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.</li> <li>We may change the code(s) at any time and notify you accordingly.</li> </ul>   | <ul> <li>who might get caught in it as it opens or closes.</li> <li>If you lose your card, please contact the management office immediately.</li> <li>Do not give your card or code to anyone else.</li> <li>Do not tamper with gate or allow your occupants to tamper or play with gates.</li> </ul>   |
|    | accordingly.  |   |

| <b>SPECIAL PROVISIONS.</b> The following special provisions control over conflicting provisions of this printed form: |  |
|---|--|
| solicion over commetting provisions of this printed form.   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
| Resident or Residents [All residents must sign here]  | Owner or Owner's Representative [signs here] |
| [ini restuents must sign here]  | [signs here]                                 |
|   |  |
|   |  |
|   | Date of Lease Contract                       |
|   |  |
|   | August 29, 2024                              |

## NO-SMOKING ADDENDUM



Date: August 29, 2024
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

| Unit NoAC-6-A1, 3                   | 09 East              |
|-------------------------------------|----------------------|
| Beaver Avenue Unit # AC-6           |                      |
|                                     | _ (street address) i |
| State College                       |                      |
| (city), Pennsylvania, 16801         | _ (zip code).        |
| . LEASE CONTRACT DESCRIPTION.       |                      |
| Lease Contract Date: August 29, 202 | 4                    |
| Owner's name: Core State College    | Beaver LLC           |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
| Residents (list all residents):     |                      |
| Residents (list dil residents).     |                      |
| AC 1 Model                          |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |
|                                     |                      |

1. APARTMENT DESCRIPTION.

described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. **DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.
- **4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.** All forms and use of burning, lighted, vaporized, or ignited

tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the nosmoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are notlimited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any apartment or building is also prohibited by this Addendum and other provisions of the Lease Contract.

**5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.** Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least <u>500</u> feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

The following outside areas of the community may be used for smoking: This community is a tobacco- and smoke-free environment. The use of all forms of smoking, tobacco, and unregulated nicotine products is prohibited.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

- 6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.
  - You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.
- 7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the nosmoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.

| <ol> <li>EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.</li> <li>YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.</li> <li>THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no</li> </ol> | 12. SPECIAL PROVISIONS. The following special provision control over conflicting provisions of this printed form:  This community is a tobacco- and smoke-free environment. The use of all forms of smoking, tobacco, and unregulated nicotine products is prohibited.  Violation fines will start at \$250. |
|---|--|
| warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.  |  |
| This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.  |  |
| Resident or Residents<br>(All residents must sign here)   | Owner or Owner's Representative (Sign here)  |
|   |  |
|   |  |

# ADDENDUM REGARDING MEDICAL MARIJUANA USE AND LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME/DRUG FREE ADDENDUM



Becomes part of the Lease Contract

|    | DWELLING DESCRIPTION.  309 East Beaver Avenue Unit # AC-6  (street address), AC-6-A1 (unit no. if applicable) in State College (city), Pennsylvania, 16801 (zip code).  LEASE CONTRACT DESCRIPTION. Lease Contract Date: August 29, 2024  Owner's name: Core State College Beaver LLC  Residents (list all residents):  AC 1 Model   | law a dr of a mar tern poli  5. By s und and cone 6. SPE | Premises listed above follows and complies with federal regarding marijuana use and is, and will continue to be, ug free community. Possession, use, manufacture or sale ny illegal substance, including marijuana, or any use of ijuana by the tenant and/or guests will result in immediate nination. If you have any questions or concerns about this cy, please speak to management.  Signing below, the resident acknowledges his or her erstanding of the terms and conditions as stated above, his or her agreement to comply with those terms and ditions.  CCIAL PROVISIONS. The following special provisions trol over conflicting provisions of this printed form: |
|----|--|--|---|
| 3. | This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.  The Medical Marijuana Act permits the limited use of medical marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, management is not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises. |  |   |
|    | Resident or Residents (sign here)  |  | Date of Signing Addendum  |
|    | Owner or Owner's Representative (signs here)   |  | Date of Signing Addendum  |



## CRIME/DRUG FREE HOUSING ADDENDUM

Becomes part of the Lease Contract



|    | Street address , AC-6-A1 (unit no. if applicable) in State College (city), Pennsylvania, 16801 (zip code).    LEASE CONTRACT DESCRIPTION.   | Substance, Drug, Device and Cosmetic Act in your dwelling or on any portion of the community; the seizure by law enforcement officials of any illegal drugs in your dwelling or on any portion of the community.  4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)  5. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.  6. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal |
|----|---|---|
|    |   | <ul><li>conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.</li><li>7. Engaging in any activity that constitutes waste, nuisance, or unlawful use.</li></ul>  |
|    | This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.   | B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's   |
| 3. | ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the abovementioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling, all common areas, all other dwellings on the property or any common areas or other dwellings on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows: | tenancy for any lawful reason, and by any lawful method, with or without good cause.  5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.  6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:   |
| 4. | <b>CRIME/DRUG FREE HOUSING.</b> Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:   |   |
|    | A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:   |   |
|    | 1. Engaging in any act intended to facilitate any type of criminal activity.  |   |
|    | 2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, drug related criminal activity has occurred on or within your dwelling; your dwelling was used to promote or further drug-related criminal activity; or you or any of your guests has engaged in drug-related criminal activity or or in the immediate vicinity of your dwelling.  |   |
|    | 3. The first conviction for an illegal sale, manufacture or distribution of any drug in violation of the Controlled Substance, Drug, Device and Cosmetic Act in your dwelling or on any portion of the community; the second  |   |
|    | Resident or Residents (sign here)   | Date of Signing Addendum  |
|    |   |   |
|    | Owner or Owner's Representative (signs here)  | Date of Signing Addendum  |



## ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



| 1. | APARTMENT DESCRIPTION. Unit No. AC-6-A1 , 309 East  Beaver Avenue Unit # AC-6  State College (city), Pennsylvania, 16801 (zip code).   |    | time without our prior written consent. Permitting your apartment to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.   |
|----|--|----|---|
| 2. | LEASE CONTRACT DESCRIPTION.  Lease Contract Date: August 29, 2024  Owner's name: Core State College Beaver LLC   | 6. | <b>REMEDY FOR VIOLATION.</b> Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful   |
| 3. | Residents (list all residents):  AC 1 Model  This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.  SHORT TERM SUBLEASE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the apartment, whether for an overnight | 8. | RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your apartment in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.  SEVERABILITY. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.  SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: |
|    | use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.  |    |   |
| 4. | PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.  |    |   |
| 5. | <b>VIOLATION OF LEASE AGREEMENT.</b> Your Lease Contract allows for use of your apartment as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your apartment unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the apartment for any period of   |    |   |
|    | Resident or Residents  (All residents must sign)   |    | Owner or Owner's Representative (Signs below)   |
| _  |  |    | Date of Signing Addendum  |
|    |  |    |   |



## PACKAGE ACCEPTANCE ADDENDUM



| 2. | APARTMENT DESCRIPTION.  Unit No. AC-6-A1 , 309 East  Beaver Avenue Unit # AC-6  State College  (city), Pennsylvania, 16801 (zip code).  LEASE CONTRACT DESCRIPTION.  Lease Contract Date: August 29, 2024  Owner's name: Core State College Beaver LLC  | DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by as shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family invitees, and agents hereby waive any and all claims agains as or our agents of any nature regarding or relating to any   |
|----|---|--|
|    | Residents (list all residents):  AC 1 Model   | package or item received by us, including but not limited to claims for theft, misplacing or damaging any such package except in the event of our or our agent's gross negligence of willful misconduct. You also agree to defend and indemnificus and our agents and hold us both harmless from any an all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnificus and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled and waive any claim whatsoever resulting from such disposa |
|    | This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.   | 7. <b>SEVERABILITY.</b> If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under an applicable law, then it is the intention of the parties that (a such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating of otherwise affecting the remainder of this Addendum or the  |
| ŀ. | PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.  PACKAGE ACCEPTANCE.  Generally. You hereby authorize us and our agent to accept,  | Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to the Addendum that in lieu of each clause or provision that is illegated invalid or unenforceable, there be added as a part of the Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as made possible and be legal, valid and enforceable.  |
| 1. | on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives. | 8. SPECIAL PROVISIONS. The following special provision control over conflicting provisions of this printed form:  Must bring valid photo ID.   |
| 3. | <b>Limitations.</b> You understand and agree that we may refuse to accept any package for any reason or no reason at all.   |  |
| 5. | TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than30 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.  |  |
|    | Resident or Residents (All residents must sign)   | Owner or Owner's Representative (Signs below)  |
| _  |   | Date of Signing Addendum   |
|    |   |  |



## PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



| ι.         | APARTMENT DESCRIPTION. Unit No. AC-6-A1 ,309 East  | 4. | <b>PHOTO AND VIDEO RELEASE.</b> You hereby grant us and our agents and affiliates (collectively, the "Released Parties")   |
|------------|--|----|--|
|            | Beaver Avenue Unit # AC-6  (street address) in  State College  |    | permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our  |
| •          | (city), Pennsylvania, 16801 (zip code).  LEASE CONTRACT DESCRIPTION.   |    | publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You   |
|            | Lease Contract Date: August 29, 2024 Owner's name: Core State College Beaver LLC   |    | understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for  |
|            | Residents (list all residents):  |    | any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written   |
|            | AC 1 Model   |    | or electronic copy, wherein your likeness appears now or in<br>the future. In addition, you waive any right to payment,<br>royalties, or any other compensation arising or related to the<br>use of the media.   |
|            |  | 5. | CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties   |
|            | Occupants (list all occupants):  |    | permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.  |
|            |  | 6. | RELEASE OF LIABILITY. You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release |
|            | This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease  | 7  | shall be binding upon you and your heirs, legal representatives and assigns. <b>REVOCATION.</b> You have the right to revoke your consent to   |
| •          | Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.  | ,, | our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.   |
| <b>)</b> . | PURPOSE OF ADDENDUM. By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."   | 8. | SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:   |
|            | A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital |    |  |
|            | reproductions will hereinafter be collectively referred to as "media."   |    |  |

| (All residents must sign) | (signs below)            |
|---------------------------|--------------------------|
|                           | Date of Signing Addendum |
|                           |                          |

## **CLASS ACTION WAIVER ADDENDUM**



| Unit No. AC-6-A1 , 309 East  Beaver Avenue Unit # AC-6  State College (city), Pennsylvania, 16801 (zip code).  LEASE CONTRACT DESCRIPTION. Lease Contract Date: August 29, 2024 Owner's name: Core State College Beaver LLC  | Any claim that all or any part of this Class Action waive provision is unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competer jurisdiction.  YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YO MAY HAVE POSSESSED THE ABILITY TO BE A PARTY THE ACLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMEN' YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDE INDIVIDUALLY. THIS CLASS ACTION WAIVER SHAL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTRACT. |  |
|--|--|--|
| Residents (list all residents):  AC 1 Model  | <ul> <li>4. SEVERABILITY. If any clause or provision of this Addendum is illegal, invalid or unenforceable under any present or future laws, then it is the intention of the parties hereto that the remainder of this Addendum shall not be affected thereby.</li> <li>5. SPECIAL PROVISIONS. The following special provisions</li> </ul>   |  |
| This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.  3. CLASS ACTION WAIVER. You agree that you hereby waive your ability to participate either as a class representative or member of any class action claim(s) against us or our agents. While you are not waiving any right(s) to pursue claims against us related to your tenancy, you hereby agree to file any claim(s) against us in your individual capacity, and you may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). Accordingly, you expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us or our agents in any forum. | control over conflicting provisions of this printed form:  |  |
| Resident's Acknowledgment  | Date of Signing Addendum   |  |
|  |  |  |
| Landlord (or Landlord Agent) Acknowledgment  | Date of Signing Addendum   |  |

Tenant

Landlord

## U.S. Department of Housing and Urban Development Office of Housing

OMB Approval No. 2502-0204 Exp. 06/30/2017

## LEASE ADDENDUM VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

| II  | ENANT<br>1 Model   | LANDLORD Core State College Beaver LLC   | UNIT NO. & ADDRESS<br>309 East Beaver Avenue Unit # AC-<br>6 #AC-6-A1, State College, PA<br>16801   |
|-----|--|--|---|
|     |  |  |   |
| Thi | s Lease Addendum adds the followi  | ng paragraphs to the Lease between t   | he above referenced Tenant and Landlord.  |
| Pur | pose of the Addendum   |  |   |
|     | Lease for the above referenced unicice Department Reauthorization Ac                                   |  | risions of the Violence Against Women and   |
| Con | flicts with Other Provisions of th   | ie Lease   |   |
|     | ase of any conflict between the pro<br>lendum shall prevail.   | visions of this Addendum and other s   | ections of the Lease, the provisions of this  |
| Ter | m of the Lease Addendum  |  |   |
|     | effective date of this Lease Addend<br>n effect until the Lease is terminate                           |  | . This Lease Addendum shall continue to   |
| VAV | VA Protections   |  |   |
|     | violations of the Lease or other "goo<br>of abuse.   | od cause" for termination of assistance  | iolence or stalking as serious or repeated<br>, tenancy or occupancy rights of the victim<br>use, engaged in by a member of a tenant's  |
|     | household or any guest or other pe   | rson under the tenant's control, cause   | e for termination of assistance, tenancy, or amily is the victim or threatened victim of  |
|     | individual is a victim of abuse and HUD-5382, or other documentation days, or an agreed upon extension | that the Certification of Domestic Vias noted on the certification form, be co | per on the victim's behalf, certify that the olence, Dating Violence or Stalking, Form ompleted and submitted within 14 business VAWA. Failure to provide the certification result in eviction. |
| Ten | ant  | Date   |   |
| Ten | ant  |  |   |

Date

Date

## SUSTAINABLE LIVING ADDENDUM



|   | Unit No. AC-6-A1 , 309 East                                 |  |  |  |  |
|---|---|--|--|--|--|
|   | Beaver Avenue Unit # AC-6                                   |  |  |  |  |
|   | (street addres.   |  |  |  |  |
|   | State College   |  |  |  |  |
|   | (city), Pennsylvania, <u>16801</u> (zip code).              |  |  |  |  |
|   | LEASE CONTRACT DESCRIPTION.                                 |  |  |  |  |
|   | Lease Contract Date: August 29, 2024                        |  |  |  |  |
| Owner's name: Core State College Beaver LLC |   |  |  |  |  |
|   |   |  |  |  |  |
|   | Residents (list all residents - leaseholders and occupants) |  |  |  |  |
|   | AC 1 Model  |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   | Occupants:  |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |
|   |   |  |  |  |  |

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. **PURPOSE OF ADDENDUM.** This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.
- **4. ENERGY EFFICIENCY.** The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

**Thermostat Settings.** During the winter months, Energy.gov (https://www.energy.gov/)recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

**Lighting and Light Bulbs.** Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

**Appliances.** We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

**Conserve Electricity.** Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

**5. WATER EFFICIENCY - REQUIREMENTS AND SUGGESTIONS.** The following requirements and suggestions will help reduce overall water consumption at the Community.

## Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

## Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads.
   When washing small loads, be sure to use the appropriate water level setting.
- **6. WASTE AND RECYCLING REQUIREMENTS AND SUGGESTIONS.** The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

## Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

## Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <a href="https://www.plasticfilmrecycling.org">https://www.plasticfilmrecycling.org</a> for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

| 7. | <b>INDOOR ENVIRONMENT AND WELLNESS.</b> The following are guidelines which promote the quality of the indoor environment and wellness:  | 9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: This community is a tobacco- and smoke- |
|----|---|---|
|    | • This Community <b>X</b> is <b>I</b> is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information. | free environment. The use of all forms of smoking, tobacco, and unregulated nicotine products is prohibited.  |
|    | • Owner recommends that Residents also use products that have the Green Cleaning® seal or a similar green certification in the cleaning of their units.   |   |
| 8. | SEVERABILITY. If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.   |   |
|    | Resident or Residents<br>(All residents must sign)  | Owner or Owner's Representative (signs below)   |
|    |   | Date of Signing Addendum  |
|    |   |   |
|    |   |   |

### **Lawn Parking**

The parking of motor vehicles on lawn, lands caped areas or outside authorized parking areas is expressly prohibited in all areas (including private property) of the Borough. Questions regarding lawn parking violations should be directed to the Parking Department at 814-278-4769 and questions regarding number of spaces and authorized areas should be directed to the Zoning Officer at 814-234-7109.

#### **Snow Removal**

All snow and ice must be removed from the full length and width of the sidewalks and must be cleared at the intersections to allow for safe crossing of pedestrians and wheelchairs within 24 hours after the snow stops falling. If the sidewalks are not cleared, fines may be levied against the property owner and in addition, the Borough can make arrangements for the sidewalks to be cleared at the property owner's expense. Self reported violations shall not be used as an opportunity to avoid nuisance property points from being assigned to a property. Questions regarding snow removal should be directed to the Neighborhood and Community Services Department at 814-234-7191.

#### **Excessive Noise**

The State College Police Department enforces laws regulating excessive noise. Generally, if unreasonable noise can be heard off of the property of the noise source, it is too loud and must be turned down. Fines can be levied for violations. Questions regarding these laws should be directed to the Police Department at 814-234-7150.

### Fair Housing

The State College Fair Housing Ordinance offers protection from discrimination in housing and public accommodations. Protection is provided based on the following categories: race, color, religion, age, ancestry, national origin, place of birth, sex, sexual orientation, gender identity or expression, source of income, disability or handicap, presence of a service animal (public accommodations) or support animal (housing and real estate-related transactions), pregnancy, birth of a child or marital or familial status. For more information, contact the Department of Planning and Community Development at 814-234-7109.

### Interior Furniture on the Exterior of Property

Overstuffed furniture is prohibited on porches and any part of the exterior of the property. This means couches, recliners, mattresses and other furniture generally found inside the home and not outside. For more information, contact the Code Administration at 814-234-3812 or the Neighborhood and Community Services Department at 814-234-7191.

#### **Bulk Items / Electronics Collection**

Bulk items for refuse collection are collected on Monday of each week unless there is a holiday. Bulk items such as furniture, wood, electronics and other large items should be placed at curbside or next to and not blocking a dumpster. Call 814-234-7135 or 814-234-7140 to schedule a collection.

#### Roof Occupancy

Sunbathing, sitting, partying or other activities on rooftops are strictly prohibited and may result in a fine.

## Neighborhood and Community Services Department

healthdept@statecollegepa.us (814) 234-7191



## A READY REFERENCE FOR RENTERS ON SELECTED BOROUGH ORDINANCES

www.statecollegepa.us/1276/Borough-Codes

#### Dear Renters:

This pamphlet has been prepared to highlight selected ordinances that affect occupants of rented property. It is designed to provide a concise reminder; it is not a complete documentation of the ordinances.

Complete ordinances are available for inspection or for sale in the Neighborhood and Community Services Department, 243 South Allen Street, State College, PA.

#### **Tenant Notification**

State College Borough ordinance requires that the property owner/person-incharge provide all tenants, at least annually, of Borough ordinance requirements and provide information on who to contact should there be an unresolved maintenance/safety/health problem in the unit. A signed copy of this form or proof of delivery shall be maintained by the person-in-charge. Questions regarding tenant notification should be directed to the Neighborhood and Community Services Department at 814-234-7191.

#### **Occupancy of Rental Units**

In one- and two-familyrental units, occupancy regulations limit the number of unrelated persons to 3 per unit (there are some exceptions but these must be specifically designated as such by the Zoning Officer). Questions regarding occupancy in one- and two-family rental units should be directed to the Zoning Officer at 814-234-7109.

Occupancy in all other rental units is based on the square footage of the unit. Questions regarding these units should be directed to the Centre Region Code Administration at 814-234-3812.

#### Rental Housing and Property Maintenance

All rental housing in the Borough is required to have a rental permit and is regulated by the Centre Region Building Safety & Property Maintenance Code. This code requires the property owner to maintain the structure in a safe and sanitary condition. Occupants are required to maintain those areas they occupy in a clean and sanitary condition. Failure to maintain the property may result in fines. Questions on this code should be directed to the Centre Region Code Administration at 814-234-3812 or visit: <a href="https://www.croog.net/codes">www.croog.net/codes</a>

### **Rental Housing Permit Suspension**

Permits are required to rent units in State College. These permits maybe suspended when tenants or their guests cause a neighborhood nuisance by continually violating ordinances/laws. When the permit is suspended, the rental unit must be vacated and may not be occupied by anyone else during the suspension period. Questions regarding permit suspension should be directed to the Neighborhood and Community Services Department by calling 814-234-7191.

#### Fire Extinguishers

Every rental unit shall have a hand operated 2.5 pound type ABC portable fire extinguisher placed in the kitchen area of each dwelling unit. The extinguisher is to be inspected annually and shall be mounted in the kitchen area no higher than 5 feet from the floor to the top of the extinguisher and located away from the stove. In non-sprinklered apartment buildings, as defined by the Building Code, a 5-pound type ABC fire extinguisher shall also be provided in corridors. Questions on fire extinguishers should be directed to the Centre Region Code Administration at 814-234-3812.

#### **Carbon Monoxide Detectors**

Carbon monoxide detectors are required where fossil or solid fuel is used as a source of heat. Questions regarding carbon monoxide detectors should be directed to the Centre Region Code Administration at 814-234-3812.

### **Smoke Alarms**

Smoke alarms are required to be installed and maintained in all sleeping rooms and adjacent to sleeping areas and on all floors in all rental units. All alarms are to be interconnected so that an activation of one alarm will cause all alarms within the dwelling unit to activate. These are required to be inspected by the owner at the time of move-in. Questions regarding smoke detectors should be directed to the Centre Region Code Administration at 814-234-3812.

#### **Fire Safety Certification**

Tenants sign a fire safety certification at the beginning of each lease period certifying the smoke, carbon monoxide and fire extinguishers are in working order. Thereafter, the tenant is responsible for equipment maintenance. Tenants may be fined for violation of the ordinance.

#### **Resolving Maintenance Problems**

If you have a maintenance/safety/health problem in your rental unit that is not being resolved, call the rental housing "hotline" at 814-238-2633.

#### Recycling

State law mandates that residents recycle selected materials. Failure to follow the required recycling procedures as well as leaving your container at curbside may result in fines. Questions regarding recycling should be directed to the Neighborhood and Community Services Department at 814-234-7191 or the Centre County Recycling and Refuse Authority at 814-238-7005.

#### Refuse

Borough ordinance requires all household refuse to be bagged and stored in appropriate containers. The ordinance requires properties to be maintained free of accumulated refuse and provides for fines for those in violation. Party materials such as cans, cups, bottles, etc. should be cleaned up immediately after a party or other event. The person(s) who accumulate refuse will be held responsible for its cleanup. When the person(s) are not known, then the property owner will be held responsible. Self reported violations shall not be used as an opportunity to avoid nuisance property points from being assigned to a property. Questions regarding the ordinance should be directed to the Neighborhood and Community Services Department at 814-234-7191. Questions about refuse collection should be directed to the Public Works Department at 814-234-7135 or 814-234-7140.

#### Open Burning

Burning outdoors is permitted for recreational purposes but ONLY when using an approved container. Cord wood, 3-hour logs and charcoal are the only acceptable materials which maybe used for burning. Fires must be contained within the diameter of the container. Camp fires and bonfires are prohibited. Gas and charcoal grills can be used for outdoor cooking. Question regarding open burning should be directed to the Neighborhood and Community Services Department at 814-234-7191.

#### **Dogs**

All dogs are required to be licensed annually and be given a rabies vaccine every 3 years. Dogs off the owner's property must be on a leash and are not permitted to run free. Owners of dogs are responsible for removing their dog's feces on all public and private property as well as complying with the Borough's barking ordinance. Fines can be issued for non-compliance.

Dog licenses may be obtained from the Centre County Treasurer's Office any time of the year and at the State College Municipal Building from January through October of each year.

Dog bites must be reported to the State College Neighborhood and Community Services Department at 814-234-7191 or the State College Police Department at 814-234-7150 as soon as possible so that the animal can be quarantined for observation.

#### Weeds and Grass

Weeds and grass are not to exceed 6 inches in height or produce pollen. The Ordinance includes all non-woody vegetation except garden vegetables and cultivated flowers. Property owners, as well as occupants are responsible for compliance with this ordinance. Only one warning of violation is issued per growing season. Each subsequent violation carries a \$50 fine. In addition, upon the issuance of the third violation, the Borough maymake arrangements to have the grass/weeds cut and the property owner billed for the costs. Self reported violations shall not be used as an opportunity to avoid nuisance property points from being assigned to a property. Questions regarding weeds and grass should be directed to the Neighborhood and Community Services Department at 814-234-7191.



## **Centre Region Code Administration**

2643 Gateway Dr, Ste 2, State College, PA 16801
Phone: 814-234-3812
Email: kjw@crcog.net
Website: www.centreregioncode.org

## TENANT NOTIFICATION ACKNOWLEDGEMENT

In accordance with Section 803.3 of the Centre Region Building Safety & Property Maintenance Code, 2017 Edition, at the beginning of each lease period and at least annually thereafter, the person in charge shall provide all tenant(s) on the lease, information regarding the following requirements, including reference to any ordinances.

- Maximum occupancy for the residential property
- Maximum number of persons who can reside in the rental property
- If the property is a student home
- Regulations regarding dogs (if present)
- Regulations regarding property maintenance
- Regulations regarding refuse, parking, weeds and removal of snow and ice from sidewalks
- Information on the handling of recyclable materials
- Specific information regarding the State College Division of the Health and Neighborhood Services and the Centre Region Code Administration
- · Fire safety certification
- · Regulations regarding tampering with fire protection equipment
- Notification in writing of all scheduled inspections a minimum 7 calendar days prior to the scheduled inspection date
- Notice of regulations regarding roof occupancy and possible penalties
- Notice of regulations regarding unsanitary conditions in rental properties and regulations and possible penalties

A signed copy of the acknowledgement shall be maintained by the person in charge and made available to the tenant(s), code official or municipality upon request.

It is the responsibility of the tenant(s) to review the documents referenced and be familiar with the requirements for the rental property. All tenants on the lease shall sign the acknowledgement and return it to the person in charge.

Any tenant or owner failing to execute the acknowledgement shall be in violation of this section and subject to the penalties set forth in *Section 106.3 of the Centre Region Building Safety and Property Maintenance Code, 2017 Edition*. Neither the owner nor the tenant(s) shall be responsible for any other party's failure to execute the acknowledgement.

A Tenant Notification Acknowledgement is provided on the <u>reverse side</u> of this document. The enabling Municipal Ordinance numbers are listed below for your reference.

| MUNICIPAL ORDIN          | NANCE NUMBERS |
|--------------------------|---------------|
| MUNICIPALITY             | ORDINANCE #   |
| Borough of Bellefonte    | 06052017-01   |
| Borough of State College | 2093          |
| College Township         | O-17-05       |
| Ferguson Township        | 1032          |
| Harris Township          | 328           |
| Patton Township          | 2017-585      |

## Tenant Notification Acknowledgment

| THE PERSON IN CHARGE of the rental uni   | t at 309 East Beaver Avenue Unit # AC-6 #AC-6-A1,   |
|--|---|
| State College, PA 16801  | , hereby certifies that tenant(s) effective   |
|  | have been provided with all required rental property information in egion Building Safety & Property Maintenance Code, 2017 Edition.  |
| -  | the # Section 803.3 of the Centre Region Building Safety & Property in charge hereby provided the tenant(s) the following information, could be found:  |
| <ul> <li>✓ Information on the handling of recycle</li> <li>✓ Specific information regarding the Stathe Centre Region Code Administration</li> <li>✓ Fire safety certification</li> <li>✓ Regulations regarding tampering with</li> <li>✓ Notification in writing of all schedule inspection date</li> <li>✓ Notice of regulations regarding roof or</li> </ul> | reside in the rental property  t)  enance  weeds and removal of snow and ice from sidewalks  able materials  te College Division of the Health and Neighborhood Services and  on  fire protection equipment  ed inspections a minimum 7 calendar days prior to the scheduled  |
| All tenants on a lease shall sign the acknowled  | dgment and return it to the person in charge.   |
| Edition, any tenant or owner failing to execut<br>Centre Region Building Safety & Property Main Section 106.3 of the Centre Region Building  | Centre Region Building Safety & Property Maintenance Code, 2017 to the acknowledgment shall be in violation of <i>Section 803.3 of the aintenance Code</i> , 2017 Edition, and subject to the penalties set forth a Safety and Property Maintenance Code, 2017 Edition. Neither the or any other party's failure to execute the acknowledgment. |
| iiv williabs wilelabot, the parties have ex  | Accuted this recknowledgment.   |
| Tenant Signature   | Date Signed   |

Date Signed

Date Signed

Tenant Signature

Tenant Signature

## **TENANT'S INSURANCE:**

TENANT shall acquire and maintain for the TERM of the LEASE a standard tenant liability insurance policy with liability coverage of at a minimum of \$100,000 per occurrence for TENANT'S legal liability for damage to LANDLORD'S property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage and such other coverages described in any addendum attached hereto (the Liability Policy"). TENANT'S Liability Policy shall name LANDLORD as an additional interest. In the event that TENANT fails to obtain, maintain and deliver to LANDLORD such written proof of the Liability Policy, LANDLORD shall have the right, but not the obligation, and TENANT automatically elects for LANDLORD to procure such policy coverage on TENANT'S behalf through the Landlord Required Insurance Policy ("LRIP"). In this event the TENANT will be charged a Landlord Required Insurance Policy Fee of \$13.95 per month and this shall be deemed to be additional RENT under the Lease and immediately due and payable by TENANT to LANDLORD.

## DAMAGE TO TENANT'S PROPERTY AND INSURANCE:

LANDLORD does not provide any insurance coverage for TENANT'S property. Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD'S agent's or employee's, neither LANDLORD nor LANDLORD'S agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT'S occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY. National Student Services, Inc. (https://www.nssi.com/portal/sternrisk) offers coverage through its Personal Property Protection Program which is being referred to in this LEASE merely for the convenience of TENANT as an example of such a program. LANDLORD makes no representations or warranties whatsoever regarding National Student Services, Inc. or its Personal Property Protection Program and TENANT is encouraged to speak with a qualified insurance professional about available coverages. TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD'S insurer for injury to any person and damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT or TENANT'S occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

## LEASE ADDENDUM FOR ROOM TYPE

This Lease Addendum for Room Type (the "Addendum") is incorporated into and made part of the Student Housing Lease Contract (the "Lease Agreement") dated 08/29/2024, by and between Core State College Beaver LLC ("Owner") and AC 1 Model ("Resident") for a unit in the premises located at 309 E. Beaver Avenue State College, PA 16801

Owner and Resident hereby agree that the room type (within the unit) assigned to the Resident shall be Other.

All other terms and conditions of the Lease Agreement remain unchanged and in full force and effect. In the event of any conflict between the terms of this Addendum and the Lease Agreement, the terms of this Addendum shall prevail.

Resident acknowledges that they have read, understood, and agree to the terms and conditions of this Addendum.

## No Hassle Move Out Agreement (Lease Addendum)

| Responsibility of Resident                                      | Standard<br>Move-Out | No Hassle |
|---|----------------------|-----------|
| Remove all personal property                                    | ✓                    | ✓         |
| Remove all trash  | ✓                    | ✓         |
| Clean all areas of the apartment                                | ✓                    |           |
| Place furniture back in original locations                      | ✓                    |           |
| Clean blinds & interior windows                                 | ✓                    |           |
| Touch-up paint  | ✓                    |           |
| Return all keys, parking decals, and fobs to the Leasing Office | ✓                    | ✓         |
| Change address with US Postal Service                           | ✓                    | ✓         |
| Provide a forwarding address via Resio App or Resident Portal   | ✓                    | ✓         |

This addendum to the Lease dated 08/29/2024 between AC 1 Model, known as RESIDENT, and Core State College Beaver LLC, known as OWNER, shall be incorporated and made a part of the aforesaid Lease. This No Hassle Move Out Agreement addendum provides RESIDENT an opportunity to move out of your unit without the typical move-out hassles. RESIDENT agrees to provide the OWNER a payment of 150.00 in lieu of performing the touch-up painting required by the Lease. Any damages or excessive painting, patches, filling of holes, or repairs beyond that of a typical year of wear-and-tear in an apartment (i.e broken door, furniture damage, wall damage, flooring replacement) will still be charged as part of the final billing. RESIDENT will be notified in writing of any additional charges that are incurred following the Lease termination.

This addendum to the Lease does not release RESIDENT from obligations under the Lease except as specifically set forth herein.

In order for this addendum to be effective, it must be signed by RESIDENT no later than July 1, 2025 and the fee must be paid to Owner in full within 10 days.