



## RESIDENTIAL LEASE AGREEMENT

PROPERTY: \_\_\_\_\_, Bethlehem, PA 18015

LEASE YEAR: 2021-2022

**THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND THE TENANT. TENANT SHOULD READ THIS LEASE CAREFULLY. THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHT AS A TENANT. THE TENANT SHOULD NOT SIGN THIS LEASE UNTIL HE / SHE UNDERSTANDS ALL OF THE AGREEMENTS OF THIS LEASE.**

THIS LEASE is made on \_\_\_\_\_.

The Landlord hereby agrees to Lease to the Tenant, and the Tenant hereby agrees to Lease from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

**LANDLORD: College Town Communities, 702 East Sixth Street, Suite 100, Bethlehem, PA 18015**

**TENANT(S): \_\_\_\_\_ (Collectively hereinafter called the "Tenant")**

**1. LEASED PREMISES: The Leased Premises are those premises described as \_\_\_\_\_ Bethlehem, PA 18015. The Leased Premises are to be used as a residence for no more than \_\_\_\_\_ persons and for no other purposes.**

**2. LEASE START AND END DATES: \_\_\_\_\_ ("Commencement Date") to \_\_\_\_\_ ("Expiration Date")**

The term of this Lease automatically expires at Noon on the Expiration Date. Lease extensions may only be granted with Landlord approval, and all other sections of the Lease will remain unchanged and in full force and effect. Tenant may not reduce the length of a lease term. This Lease does not automatically renew.

**3. RENT: The total Base Rent for the term of this lease is \$ \_\_\_\_\_.**

**The Tenant agrees to pay the rent in twelve equal installments of \$ \_\_\_\_\_, to be paid ON OR BEFORE THE FIRST DAY OF EACH MONTH.**

Tenant acknowledges that the full amount of the total Base Rent stated above is due even though the Lease Term may not encompass a full 365 days. The total Base Rent is a fixed amount for the entire Lease Term and is payable in installments for convenience only. There is no proration or adjustment for any partial month during the Lease Term.

Rent is due on the first (1st) of the month. Landlord need not give notice to the Tenant regarding the Tenant's obligation to pay rent.

Rent can be paid electronically via credit / debit card or eCheck at [www.CollegeTownCommunities.com](http://www.CollegeTownCommunities.com). For all payments made electronically, transaction fees may apply as stipulated by the issuing bank and / or credit card issuer. Cash payments are not accepted.

Physical checks and money orders are also acceptable and shall be made payable to: **Stonebridge Campus Living**. Rent is to be mailed to or dropped off at: **702 East Sixth Street, Suite 100, Bethlehem, PA 18015**

**4. ADDITIONAL RENT: All amounts that Tenant is required to pay to Landlord under this Lease, other than Base Rent, shall be deemed Additional Rent and referred to as Additional Rent. Base Rent and Additional Rent shall be referred to collectively as Rent. All Additional Rent due under this Lease shall be payable concurrently with the monthly installments of Base Rent, unless Landlord expressly in writing sets forth another time period for the payment of such Additional Rent. All payments due to Landlord other than the Base Rent, including, but not limited to, late fees, interest,**

insufficient funds fees, utility charges, and any and all damages, costs, and expenses, including collection and legal costs, incurred by Landlord in connection with Tenant's breach of this Lease, are considered to be Additional Rent.

5. **LATE AND RETURNED CHECK FEES:** The Tenant hereby acknowledges that late payment will cause the Landlord to incur costs not contemplated by this Rental Agreement, the exact amount of which will be extremely difficult to ascertain. **Rent is an additional \$100.00 if not paid by the fifth (5<sup>th</sup>) of each month. Additional late fees of \$10.00 per day will accrue between the sixth (6<sup>th</sup>) day and the twentieth (20<sup>th</sup>) day of the month if payment is not received.** The late charge applies to the entire outstanding balance.

If the fifth (5<sup>th</sup>) day of the month falls on a weekend or holiday, rent shall be paid without penalty on or before the last business day preceding the fifth (5<sup>th</sup>). Eviction proceedings will begin on the twenty-first (21<sup>st</sup>) day of the month if payment is still outstanding.

**Tenant agrees to pay a fee of \$50.00 for any check that is not honored by the bank.** Landlord reserves the right to require future rent payments to be in the form of money order or certified check.

Rent is payable for the entire term of the Lease, regardless of whether Tenant vacates the premises before the ending date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents, poor health, or financial aid issues. At Landlord's option, Landlord can accept a partial payment of rent, but Landlord does not waive the right to collect and enforce the payment of the remainder.

All fines, utility charges and overages, and fees such as returned check charges, etc. are considered "Additional Rent" and must be paid within ten (10) days of notification. Failure to make full payment in a timely manner may result in additional late fees.

6. **ADMINISTRATIVE FEE AND SECURITY DEPOSIT:** Upon execution of this Lease, EACH Tenant (individually, not collectively) agrees to pay a \$100.00 nonrefundable Administrative Fee.

**Within five (5) days of Tenants' execution of this Lease, Tenant collectively agrees to deposit \$«security\_deposit» with the Landlord for damages caused by the Tenant during the tenancy. The security deposit shall be held by Landlord without liability for interest.**

Security Deposits are held on account at Chase Bank with an address of 795 E. Lancaster Avenue, Villanova, PA. The Security Deposit holds the Leased Premises for the Tenant until the Tenant takes occupancy. Once Lease is signed and the Security Deposit has been paid, the Security Deposit is nonrefundable until Tenant completes the terms of this Lease.

7. **ACCELERATION:** In the event of a default by Tenant under this Lease, Landlord may declare the entire balance of all Rent and all other sums, including any deposits herein agreed to be paid by Tenants during the Lease term to be due and payable at once, the same as if such payments were due in advance upon the commencement of the Lease term.

8. **LANDLORD'S REMEDIES**

a. If the Tenant defaults in the payment of the rent, the Landlord may give the Tenant five (5) days' notice of termination of this agreement. If the Tenant has not paid all the money due, including reasonable interest charges, by the end of the five (5) days, the Landlord may begin eviction proceedings. **Tenant is waiving Tenant's right to a longer notice to move out.**

b. If the Tenant violates any of the conditions of this lease other than those pertaining to the payment of the rent, the Landlord may give the Tenant five (5) days' notice that a violation has occurred. If the default has not been cured or the objectionable behavior has not stopped, the Landlord may give the Tenant five (5) days' notice of termination of the agreement. At the conclusion of the five (5) days, the Landlord may begin eviction proceedings. **Tenant is waiving Tenant's right to a longer notice to move out.**

c. If the Tenant defaults in making any payment required by this lease, and the Landlord has obtained the services of any attorney with respect to the collection thereof, the Tenant agrees to pay to the Landlord any costs or fees involved including reasonable attorney's fees, whether or not a suit has yet been instituted, and if a suit is instituted, the Tenant shall also pay the costs of the suit.

d. Each Tenant who signs this lease may be sued individually and held responsible for any Tenant liability, or all Tenants signing this lease may be held responsible collectively, at the option of the Landlord.

e. The Landlord may apply the security deposit towards any unmet obligation of the Tenant's.

f. In the application of remedies, the Landlord has a duty at all times to mitigate damages.

g. The lease is considered terminated if the Landlord wins an eviction judgment in court.

**9. UTILITIES / SERVICES:** In addition to promises made elsewhere, Tenant & Landlord agree to assume responsibility for the following charges as indicated below.

	<u>LANDLORD WILL PAY</u>	<u>TENANT WILL PAY</u>
a) Water / Sewer / Recycle		X
b) Cooking Gas		X
c) Hot Water		X
d) Heat		X
e) Electricity		X
f) Telephone Service		X
g) Cable Television		X
h) Security System		X
i) Trash Removal	X	
j) Snow Removal (public ROW only)	X	
k) Lawn and Shrubbery Care	X	

Landlord will remove snow and ice from the public rights of way at the end of each storm in compliance with City of Bethlehem Ordinance #721.02. Landlord will only clear sidewalks and other public rights of way (i.e., ROW). Tenants are responsible for clearing and maintaining walkways, parking areas, steps, and any other area located within the property lines. Tenants are also responsible for maintaining clearance and safety of public rights of way.

Landlord is not liable for any losses or damages Tenant incurs as a result of outages, interruptions, or fluctuations in utilities provided to the Leased Premises in unless such loss or damage was the direct result of gross negligence of Management or its employees. It is the Tenant's responsibility to contact Management immediately about any strange noises or smells associated with plumbing, heating, or electrical systems.

Tenant will be charged a \$35.00 processing fee if landlord is required to process any utility bills which are the responsibility of Tenant, because of Tenant's failure to properly convert all necessary utility bills into Tenant's name with the utility company on or before the Lease Commencement Date.

**10. RENTER'S INSURANCE:** In order to protect Tenant, Tenant's belongings and Tenant's liability for other Tenants' belongings, Renter's Insurance is **mandatory** for all Tenants of properties managed by College Town Communities. Renter's Insurance must be active for the entire term of the Lease. Tenant has two options for purchasing insurance. 1.) Tenant can purchase Renter's Insurance directly through the College Town Communities approved carrier as part of the application process within the Applicant or Resident Portal. Or, 2.) Tenant can secure his/her own Renter's Insurance through a qualified agent. Landlord or any employee of Landlord is not an insurance agent. Tenant should only consult a qualified insurance agent for information about any policy purchased.

<b>Policy requirements:</b>	Personal property:	\$20,000 minimum
	Personal liability:	\$100,000 minimum
	Medical payment to others:	\$1000 minimum
	Deductible:	\$500 minimum

**A copy of the policy's Declarations Page or a Certificate of Insurance must be provided to Landlord prior to Tenant taking possession of Leased Premises. This Declaration Page or Certificate of Insurance must list "Stonebridge Campus Living, 702 E. 6<sup>th</sup> Street, Bethlehem, PA 18015" as an additional interest.** Policy information must be updated online into the Tenant's Applicant or Resident Portal account prior to move-in.

Further, Tenant hereby authorizes Landlord, at its sole discretion, to obtain \$100,000 in liability (includes \$20,000 personal property protection) coverage through a provider of the Landlord's choosing on Tenant's behalf, if for any reason and at any time, Tenant fails to maintain an active renter's insurance policy. Tenant will be provided with a copy of the Declarations Page or Certificate of Insurance from that forced policy. Tenant will be required to pay the monthly premiums for the coverage as additional monthly rent under the terms set forth in Section 3, "Rent," of this Lease. These forced, mandatory monthly premium charges will continue until the end of the Lease Term. A one-time administrative fee of \$50 will be charged to Tenant for processing of the forced Renter's Insurance policy.

If Tenant chooses to renew or extend this Lease, Renter's Insurance must be active for the entire period during which Tenant lives in the Leased Premises and/or Tenant's property is stored in the Leased Premises.

**11. UNIT INSPECTIONS:** It is the responsibility of the Tenant to conduct a thorough walkthrough of the Leased Premises at move-in and to note on the Move-in Review provided by Landlord any imperfection, damage, or maintenance issue. The

Move-In Review must be submitted in person to Landlord within 48 hours of receiving the key / gaining occupancy. Failure of Tenant to provide this inspection report will indicate that Tenant has accepted the Leased Premises in its current condition and that the Leased Premises is in good, habitable, and acceptable condition as of the date of occupancy.

Two periodic inspections throughout the year may be conducted to assess the condition of the Leased Premises to ensure that the current Security Deposit account is adequate to fully cover any damages. If necessary, Landlord may request that Tenant deposits additional funds to ensure that the Security Deposit is sufficient to cover damages. If Tenant is not proactive in contacting Management about known damage for any reason, Tenant can be associated with charges relating to that damage.

12. **RETURN OF SECURITY DEPOSIT:** If Tenant fully complies with all terms of the Lease, Landlord will return the Security Deposit within 30 days after the date Tenant delivers possession of the Leased Premises to Landlord. If Tenant does not fully comply with the terms of the Lease, Landlord may use Security Deposit to pay amounts owed by Tenants, including damages, and such charges shall be deemed Additional Rent. If a Security Deposit refund check needs to be reissued due to an incorrect forwarding address provided by Tenant, loss or misplacement of check, or some other act of negligence on the part of the Tenant, a \$50 administrative fee and a \$30 stop payment fee will apply.

Possession of the Leased premises is deemed to be delivered to Landlord when the move-out date has passed and no one is living in the Leased unit/bedroom. Upon move-out, Tenant must also:

- a. Ensure that the Leased Premises, including all fixtures, furnishings, appliances, bathrooms, closets, cabinets, floors, windows, porches, and yards, is cleaned to the satisfaction of Landlord;
- b. Ensure that all debris, rubbish, and garbage have been removed and placed in appropriate outdoor receptacles;
- c. Return all house and bedroom keys and parking decals;
- d. Provide Landlord, in writing, with a current and legible forwarding address;
- e. Ascertain that Tenant is not in default or breach of this Lease.

When all of these conditions have been met to the satisfaction of the Landlord and any costs for labor and materials for cleaning and repairs have been deducted along with outstanding late charges, fines, utility overages, and/or delinquent/additional rent, the remaining balance of the Security Deposit will be returned by check addressed to the Tenant. If Tenant's Security Deposit is not adequate to cover charges assessed and balances due, Landlord will mail to the Tenant at the forwarding address provided written notice of the Landlord's intention to impose a claim against the Security Deposit in accordance with Section 250.512 of The Landlord and Tenant Act of 1951. If Tenant has agreed in writing at move-in that all financial correspondence be conducted electronically, Landlord will email to the address on file notice of the Landlord's intention to impose said claim against the Security Deposit.

13. **GARBAGE REMOVAL:** The Landlord has provided a garbage removal service for the Tenant. The Tenant is allowed THREE 30 GALLON garbage cans per week or any equivalent container providing up to 90 GALLONS PER WEEK TOTAL. The Tenant is responsible for bagging garbage and placing it in cans at the curb for pick-up in accordance with City of Bethlehem Article #931, which states that cans must not be stored in front of the house, must be stored within five feet of the sides of the building, and cannot be kept within five feet of a public right of way.

Any additional garbage in excess of the allotted amount per week is the responsibility of the Tenant. *Tenant must contact Landlord of excess garbage so that Landlord can authorize a special pick-up.* All garbage must be contained within bags and cans, and no loose garbage is permitted. Any cost, fine, or additional charge to the Landlord from excessive, loose, or improperly stored garbage is the responsibility of the Tenant. Any garbage that is on or near the property, including the sidewalk and street, is the responsibility of the Tenant. Upon inspection of the property, Landlord may give Tenant notice to comply with garbage storage provisions within 24 hours and may be subject to fines by Landlord for non-compliance.

**Tenant will place his own trash on the curb for weekly collection. (Bethlehem City ordinance requires that trash not be placed on curb before 7 p.m. the night before regular collection day.)**

14. **SMOKING:** ALL College Town Communities buildings are NON-SMOKING environments, which includes smoking of ANY kind, e.g., cigarettes, hookah pipes, incense, e-cigarettes, vaporizers, etc. **If Management detects a smoke odor of any kind or witnesses smoking-related activities in the Leased Premises, there will be a \$100 fine per Tenant imposed. The fine may be repeated for future occurrences.** Regular inspections can continue and additional monthly fines can be levied if odors persist.
15. **GUESTS:** A guest is defined as any person allowed entry to the Leased Premises but who is not contractually assigned to the Leased Premises that he/she is visiting. Guests are permitted with the following restrictions: guests must be accompanied by the Tenant at all times inside the Leased Premises; the guest's presence may not interfere with the rights of a roommate(s); and overnight stays for one guest are limited to three (3) days at a time or no more than six (6) days in

any consecutive thirty (30) day period. An overnight stay is defined as any stay within the hours of 11:00 p.m. and 8:00 a.m. The Tenant is responsible for the actions of their guest(s) in the Leased Premises at all times.

NO parents, older family members, or individuals younger than eighteen (18) years of age can stay overnight in the Leased Premises at any time. It is the obligation of all residents within the Leased Premises to make Management aware of anyone in violation of this guest policy. Should Management determine that unauthorized guests have been living in the Leased Premises, a fine of \$50 per day not to exceed an amount equivalent to one month's rent may be assessed to all occupants of the unit, and the unauthorized guest will be given 24 hours to move out. If a situation involving a guest is brought to the attention of Management or complaints arise for any reason about an unaccompanied guest or a guest visiting too often, Management may move toward placing a No Trespass order against said guest and eviction proceedings may begin for the Tenant.

- 16. REPAIRS:** Tenant must take good care of the Leased Premises and all equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by or required as a result of any acts or neglect of Tenant, occupants, invitees, or guests. If such negligence occurs, Landlord will make all repairs and add the expenses as Additional Rent. Any requests for repairs must be made through submission of a Work Order through the Resident Portal.

The Tenant understands that the Landlord will make no repairs, additions, or changes to the property except as follows: routine maintenance as necessary to preserve the initial condition of the property at move-in.

The Tenant understands that the Landlord may need to perform certain repairs and maintenance activities during the initial period of the Tenant's lease term. Tenant should expect maintenance activities and personnel at the Leased Premises during this time, especially during the months of June and July. The Landlord will notify Tenant of any maintenance activities within a reasonable amount of time and will make a fair attempt to minimize disruption of Tenant.

- 17. PARTIAL OR TOTAL DESTRUCTION OF LEASED PREMISES:** If the Leased Premises are partially damaged or completely destroyed by a *force majeure*, or act of God, such as hurricane, flood, earthquake, etc. or other occurrence that is not caused by the Tenant's negligence or willful act (or the negligence of Tenant's family, agent or guest), Landlord may elect to: (1) repair or rebuild the Leased Premises during the period of untenability and abate the rent proportionally for this period; or (2) not repair or rebuild the Leased Premises, terminate the Lease and prorate the rent up to the time of the damage. Landlord is not responsible for providing housing during the period of untenability. Landlord is not liable to Tenant for any personal injury or damage or loss of personal property from any *force majeure*, e.g., fire, rain, flood, hail, ice, snow, lightning, wind, or other destructive and/or unforeseen circumstance, e.g., water leaks, minor fire, theft, vandalism, or surges or interruptions in utilities, except to the extent that such injury or damage was the direct result of gross negligence of Management or its employees. As per Section 10 of this Residential Lease, renter's insurance is required to protect Tenant against such expenses.

- 18. ALTERATIONS:** Tenant must not alter or install any paneling, flooring, partitions, or railings, or make any other alterations. Tenant may not paint. Tenant must not alter the plumbing, ventilation, air conditioning, heating, or electric systems, or any other part of the building whatsoever. Any alterations illegally made will be fully chargeable to the Tenant, and will be required to be brought back to original condition at Tenant's sole expense.

Tenant may not alter water supply lines for any purpose. Tenant may not install additional appliances or fixtures, including but not limited to, water faucets, showerheads, bidets, water filters or purification systems, whirlpool jets, or portable dishwashers. Tenant agrees that all water use within Leased Premises is contained within bathtubs, sinks, toilets, etc. and that further measures to protect against water damage are taken on a daily basis, including but not limited to, the shower curtain remaining inside the bathtub/shower while in use, proper use of bath mat or other absorbent materials outside the shower/bathtub, and consistent use of bathroom exhaust fans. The cost of any repairs that result due to a disregard of these terms will be the responsibility of Tenant.

Tenant must use only thumb tacks or push pins to hang posters and only picture frame hangers to hang pictures. TENANT MAY NOT USE ANY LARGE OR LONG NAILS OR SCREWS. There are many mechanical utilities in the walls that should not be damaged. Tenant may not use sticky adhesives including adhesive hooks to hang anything on walls or doors. **Wall decals of any kind are also prohibited.**

Under NO circumstances may any furniture, appliances, or fixtures provided by College Town Communities leave the Leased Premises even for a short period of time. **If Leased Premises are furnished, no personal furniture can be moved into the unit without express written approval by Landlord.**

- 19. MAINTENANCE OF THE LEASED PREMISES:** Tenant shall, at Tenant's expense, maintain the premises in a clean and sanitary condition at all times. If during the periodic inspections, or at any other time, the Landlord feels it necessary for the

Leased Premises to be cleaned because of continued neglect, the Landlord may, at the Tenant's expense, schedule a professional cleaning crew to clean the Leased Premises. Tenant is responsible for the condition of the premises and ensuring that how the premises is used does not affect the condition of the Leased Premises (i.e., smells or odors from cooking or loud noises from music, TVs, games, etc.).

Landlord agrees to make repairs and do whatever is necessary to keep the premises in a fit and habitable condition, provided that those repairs were not made necessary by the Tenant's misuse, abuse, or negligence. Landlord also agrees to comply with requirements of Bethlehem Housing Codes.

In the event that one or more current tenants in the Leased Premises choose to renew their lease and stay for an additional lease term(s), that Tenant(s) agrees to assist management in preparing the premises for new tenants. Tenant will be provided with requirements which will include, but may not be limited to, clearing all common areas (kitchens, bathrooms, living rooms, laundry rooms, etc.) of personal and/or excessive debris, cooking equipment, toiletries, posters, etc. to facilitate cleaning by the cleaning crew. Further, renewing tenants that live in the Leased Premises year-round will keep the premises in an unquestionably clean and sanitary condition so that incoming tenants coming into occupied premises experience the same quality product as an incoming tenant moving into empty premises. If renewing Tenant fails to perform these tasks in an acceptable manner, Management will employ a professional cleaning crew to clean the Leased Premises at Tenant's expense.

College Town Communities contracts annually to employ a professional third-party pest control company. Per that contract, all Leased Premises are serviced and monitored to preserve a pest-free environment. Landlord, however, will assume responsibility for pests within the first two weeks of the Lease Term. After such time, it is deemed that the Tenant's living conditions were the cause of any such infestation. Tenant agrees to prevent and control possible infestation by adhering to the following list of responsibilities. ALL personal furniture that is approved in writing by Management prior to move-in MUST be pest-free at move-in. If Tenant stays in a hotel, public facility or other residence prior to move-in OR at any time during Tenant's occupancy of Leased Premises, Tenant agrees to inspect clothing, luggage, shoes, etc. to ensure that Tenant's possessions have not been infested by "hitchhiking pests/bed bugs." Tenant shall report any pest infestation problems immediately to Management. Tenant shall cooperate with pest control efforts. If Leased Premises or a neighbor's apartment shows signs of pest activity, a pest management professional may be called to eradicate the problem. Tenant's Leased Premises must be properly prepared for treatment. Tenant must comply with all recommendations and requests from the pest management specialist prior to treatment. Tenant agrees to reimburse Landlord for expenses including but not limited to pest management fees and attorney fees that Landlord may incur as a result of pest infestation in the Leased Premises. Tenant agrees to hold Landlord harmless from any actions, claims, losses, damages and expenses that may occur as a result of such a pest infestation. It is acknowledged that Landlord shall not be responsible for any loss of personal property to Tenant as a result of an infestation of pests. Tenant agrees to have renter's insurance to cover such losses, should they occur.

- 20. HARDWOOD FLOOR CARE:** All furniture must have protective pads to protect floor surfaces. Any damages or stains to the flooring shall be the responsibility of the Tenant to repair or replace.
- 21. SMOKE ALARMS / FIRE PREVENTION SYSTEMS AND PERSONAL SAFETY:** Safety and security of Tenant is of the utmost importance to Landlord. **There will be a \$500 fine per incident for any tampering with a smoke detector (i.e., removing batteries, removing device, covering the device with plastic, etc.), unnecessarily discharging a fire extinguisher, pulling emergency fire alarms in non-emergency situations, pushing the emergency call button in an elevator in non-emergency situations, and/or tampering with any sprinkler head. The person found in violation of these acts or anyone found to be an accessory to said act, including the tenant(s) who provided access to the perpetrator if the perpetrator is not a tenant of College Town Communities, will be held fully responsible.**

Tenant must follow all fire safety guidelines outlined in this Residential Lease. If said guidelines are not followed where automatic fire alarms are installed and multiple false fire alarms are reported within our system for the Leased Premises, the following steps will be taken: For the first two false alarms, Tenant will receive a warning and information on how to prevent future false alarms. **For the third and all subsequent false alarms, Tenant will be fined \$200.00 per false alarm, whether it is triggered by smoking, unattended cooking, cooking in a dirty oven or cooktop, or any other prohibited and/or dangerous practice. If there are multiple false alarms, the cause of which is determined to be dirty burner pans and/or cooking surfaces, Management will employ a professional cleaning crew to clean the stove at the Tenant(s)'s expense.**

**Tenant may not remove, disconnect or intentionally damage a smoke detector or remove the battery. If Tenant experiences a "chirping" or malfunctioning smoke detector, Tenant must immediately submit a Work Order through the Resident Portal. If Tenant does not comply with these guidelines, Tenant may be subject to damages, civil penalties and attorney's fees under state law. After moving in, Tenant is responsible for keeping the smoke detector in working order by testing each detector MONTHLY.**

Landlord can require that Tenant pay in advance all costs relating to the replacement or repair of a security device, if due to Tenant misuse or damage. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors in accordance with Bethlehem City Code.

- 22. SUBLEASING AND ASSIGNMENT:** The provisions of this lease are binding upon assigns or successors of either party, provided only that the Tenant may NOT assign or sublet this lease without the Landlord's written permission. In the event that Landlord would grant Tenant written permission allowing a Subtenant, Tenant will be charged a \$250.00 Sublease Processing Fee. If the Landlord finds a Subtenant occupying the property without prior written approval, Tenant will be charged a \$500.00 Sublease Fee and the Subtenant must vacate the premises immediately. No sublease term may extend beyond the term of this lease. The Tenant under this Lease and Subtenant will be jointly responsible for any damage or waste caused by any Subtenant. A Tenant may choose to assign their interest in the Lease to a new Tenant. In such case, all remaining Tenants must approve of the new Tenant in writing, and the departing Tenant will be charged a \$250.00 Lease Processing Fee. The new Tenant will replace the departing Tenant on the Lease and will be responsible for all provisions within the Lease as if they had been a part of the original group of Tenants. As of the Lease assignment date, the departing Tenant is no longer responsible for the provisions of the Lease.
- 23. LANDLORD'S RIGHT TO ENTER:** Landlord may, at reasonable times, and without notice, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders, or Tenants. This includes Landlord's respective agents, employees, service technicians, and representatives. It is this Landlord's practice to provide Tenants with a minimum of 24 hours' notice of entry to the extent possible.
- 24. ANIMALS / PETS:** Tenant may not bring or keep animals/pets in the Leased Premises. Any Tenant found in violation of this section of the Lease will be **fined a rate of \$50 per day** until the animals/pets have been removed from the premises. This includes animals that are said to be "visiting." If the pet is not removed immediately from the premises, a daily fine of \$50.00 will continue and Tenant will be subject to all other rights and remedies available to the Landlord at Law or in equity.
- 25. LAWS AND REGULATIONS:** Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities that are effective during the term of the Lease agreement, pertaining to the use of the premises. Tenant must not do anything that increases the Landlord's insurance premium.
- 26. LEGAL FEES:** If Landlord is successful in a legal action or proceeding between Landlord and Tenant relating to the non-payment of rent or recovery of possession of the Leased Premises, Landlord may, to the extent legally available, recover reasonable legal fees and costs from the Tenant, and such fees and costs recovered shall be deemed Additional Rent.
- 27. QUIET ENJOYMENT:** If Tenant promptly pays rent and obeys all of the terms of this Lease, the Tenant may remain in and use the Leased Premises without interference by Landlord. Enjoyment of the premises is predicated on the fact that there will be no noise pollution caused by such activities that would affect Tenant's neighbors. University officials and guarantors of Tenants will be notified, in writing, if multiple reports of noise pollution are filed against the Leased Premises to Management. Should noise violations continue, Tenant will be fined a rate of \$50 per violation, in addition to any other local authority fines/violation costs.
- 28. BINDING OBLIGATIONS AND ENTIRE AGREEMENT:** This Lease agreement is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord have both read this Lease and affirm that this Lease contains the entire and only agreement between the parties.
- 29. JOINT AND SEVERAL OBLIGATION:** If more than one person executes this Lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for the obligations under this Agreement. This means that if any one person fails to pay rent, or uphold the responsibilities listed in this contract, the Landlord can make one or all Tenants pay the full amount of rent owed.
- 30. KEYS AND PARKING PASSES:** Tenant will be provided with a brass key or a magnetic key fob for entrance into all doors within the building to which Tenant has been authorized access. Certain doors will have restricted access during certain hours of the day (e.g., the leasing office). **If an electronic key fob is lost or not returned at the end of the lease, even if Tenant is returning the next year, a fee of \$100 will be charged, and Landlord cannot guarantee how quickly a replacement can be furnished. If a brass key is lost or not returned at the end of the lease, even if Tenant is returning the following lease year, a fee of \$25 will be charged and Landlord cannot guarantee how quickly a replacement can be furnished. If a mailbox key is lost, a fee of \$25 will be charged for the first replacement key. For any additional occurrences, there will be a \$50 mailbox key replacement fee per occurrence.** The doors and locks are not to be broken, altered, or replaced by Tenant. Tenant is forbidden from making copies of any keys.

In the event that a Tenant has been locked out of the property or a bedroom and requires the assistance of the Landlord to

regain entry, the Tenant shall be charged a minimum Lock-out Fee of \$50.00. In the event that the Landlord or his Representative is not immediately available to provide Lockout assistance, and the Tenant requires immediate access, the Tenant will be subject to an Emergency Lock-out Fee. The Emergency Lock-out Fee shall be \$100.00 on weekdays between the hours 9 a.m. - 5 p.m.; or \$150.00 on weekends or holidays or weekdays outside the hours of 9 a.m. - 5 p.m. In the event that any locks and / or keys must be replaced for any reason, then Tenant shall also be charged for the cost of replacements in addition to the Lock-out Fee.

Where applicable, a parking sticker is issued to Tenant at move-in or when a vehicle is registered in the Resident Portal. Only one sticker will be issued per tenant.

**31. SALE OF PREMISES:**

- a. Upon sale of premises, Landlord will give written notice to Tenant specifying name, address, and telephone number of the new owner, as well as the new procedure for paying the rent, if any. Once the Landlord conveys the property in good faith to a purchaser and satisfies the obligations below **(b. and c.)**, he is relieved of liability under this lease for events after this notice is sent and the conveyance is made.
- b. The Tenant agrees that the Landlord may transfer the Tenant's money and advanced rent to the new landlord.
- c. Landlord agrees to protect the Tenant's interests in any sale of the premises and to require any new purchaser to assume all the obligations of this lease.
- d. The Tenant understands that the Landlord will have no duties regarding this lease after the Property has been sold.

**32. LANDLORD DOES NOT GIVE UP RIGHTS:** If Landlord fails to enforce any clauses in this Lease, Landlord may enforce these clauses at a later time without penalty.

**33. ADDITIONAL SIGNERS TO THE LEASE AND GUARANTY:** All signers of this Lease and the corresponding Guaranty Agreement Addendum, if applicable, are responsible for all financial obligations. This includes, but is not limited to: rent, late fees, damages, excess utility charges, and other costs over the Security Deposit.

**34. VALIDITY OF PROVISIONS:** This lease is governed by the laws of Pennsylvania. If any provision of this lease shall be declared invalid by judicial determination, or by Act of Pennsylvania Assembly, or by act of any other legislative body with authority to affect this lease, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

**35. INDEMNIFICATION:** Notwithstanding any term of this agreement, Tenant shall indemnify, defend and hold harmless Landlord and its corporate affiliates, current or future management, partners, officers, faculty, staff, employees, agents, and their respective successors, heirs and assigns (the "Indemnities") against any claim, liability, loss, cost, damage, deficiency, exposure or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnities or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of this Agreement (including, but not limited to, actions on the form of tort, warranty or strict liability).

**36. ADDITIONAL TERMS AND CONDITIONS AGREED TO BY BOTH PARTIES:**

- a. College Town Communities has a ZERO tolerance policy on any type of firearm on our properties. This includes in the Leased Premises, in any portion of any building, in Tenant's car on the College Town Communities parking lot, etc., regardless of Tenant's licensing to possess or carry. If discovered on College Town Communities property, Tenant will be brought to the attention of the local police and eviction proceedings will begin immediately.
- b. No partying, beer kegs, large groups of people, drugs, hookah pipes, e-cigarettes/vaping, grills, smoke or fog machines, candles, incense, Kegeators, space heaters, or aquariums.
- c. The following are forbidden within and outside the Leased Premises: waterbeds, radio/television reception devices such as antennas and satellite dishes, portable dishwashers, awnings, window guards, installed shelves, screen doors, hot tubs, swimming pools, weight lifting equipment in excess of 25 pounds, and flammable, hazardous, or toxic substances or chemicals.
- d. Open fires of any kind are prohibited. No fire pits, bonfires, chimeneas, tiki torches, fireworks, etc.
- e. Tenant will not conduct any activity or store any item on the property that may permanently damage the grass or other landscaping.
- f. Tenant agrees not to engage in any activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or any criminal activity on or near such Premises.
- g. Tenant will be responsible for the behavior of Tenant's friends, guests, or anyone on the premises with Tenant's permission.
- h. Tenants and their guests/invitees may not engage in loud noises or sounds that affect other Tenants.



- i. The manufacturing, intent to deliver, or possession of a controlled substance or drug paraphernalia is strictly prohibited. If a Tenant or Tenant's guests are in violation of this rule, Tenant will be subject to lease violation and/or eviction.
- j. Tenants and their guests are not allowed to go upon the roof of any building located within which the Leased Premises is located and shall not enter any area clearly designated as being closed to Tenants and others. If Landlord finds any evidence of Tenant or Tenant's guests being on the roof, the Tenant will be charged a \$500.00 fine per occurrence. Tenant will be responsible for any damage caused by being on the roof.
- k. No cooking is permitted in the living rooms, bedrooms, or bathrooms of any unit including, but not limited to, use of the following appliances: rice cookers, toaster ovens, skillets, griddles, coffee makers, hot pots, crock pots, pressure cookers, etc. All cooking must be done in the kitchen.
- l. Tenant will notify the Landlord immediately of any repairs needed. If repair is warranted due to negligence of Tenant or Tenant's guest(s), Landlord will repair the damage only after Tenant pays the damage charges in full. Such charges will be deemed "Additional Rent."
- m. Because of limited parking, no commercial vehicles or trucks in excess of ¾ ton GVW, trailers, campers, or boats are permitted in or about the apartment community.
- n. Washing and/or repair of vehicles is strictly prohibited on the grounds of the Leased Premises. Car parts, tires, detachable roofs, bike/ski racks, etc. may not be stored on or in the Leased Premises.
- o. Tenant must obey all handicapped and/or reserved parking restrictions. Failure to comply will result in a \$50 fine per day and/or towing without notice at the owner's expense.
- p. Due to local government regulations and for safety reasons, no motor vehicles may be parked on the grass or sidewalks at any time. No motorbikes or motorcycles may be kept on balconies, patios, or inside the building at any time.
- q. Tenants and their guests are prohibited from riding recreational vehicles such as skateboards, roller skates, scooters, bicycles, and similar vehicles inside the Leased Premises. All such vehicles must be walked or carried into the building so as not to pose a hazard to other tenants or damage the hallways, walls, etc.
- r. The Tenant agrees to maintain sufficient heat in the Leased Premises at all times to prevent the occurrence of any damage caused by lack of sufficient heat, such as frozen heating pipes, frozen water pipes, and consequent water damage. The Tenant expressly agrees to pay for the cost of repairing any damage to the premises and / or the personal property of the Landlord or any other Tenants, when the Tenant has not maintained sufficient heat so as to prevent such damage. During extended periods of vacation, thermostat must be set to a minimum of 60 degrees Fahrenheit and all windows must be closed and latched in order to maintain sufficient heat in the Leased Premises.
- s. Tenant will comply with City of Bethlehem Ordinance #721.02 which states, "No snow or ice or rubbish will remain on the pavement or walkway in front of or adjoining such property for a period longer than 24 hours after rain, snow, sleet, or hail which is the cause ceases to fall." It is therefore the Tenant's responsibility to clear such areas and any injury to person or property resulting from negligence to do so is NOT the responsibility of the Landlord. If Tenant does not comply with the City of Bethlehem ordinance, Landlord may provide snow removal service at the expense of the Tenant.
- t. MOLD: Mold growth depends largely on how Tenant manages and maintains the Leased Premises and on Tenant's prompt notice to Management in writing via email of such mold conditions. Landlord will not be responsible for any damages or injuries to Tenant or any other person relating to mold caused, in whole or in part, by Tenant's failure to clean or maintain the Leased Premises as herein required, or to promptly notify Management of such occurrence. Tenant agrees to do the following: Keep the entire Leased Premises clean and dry, remove all moisture accumulation on windows, walls, ceilings, floors and other surfaces immediately, use fans and windows to ensure proper ventilation of kitchen, bathrooms and entire Leased Premises, and immediately notify Management via a Work Order of any water leaks or excess water in the Leased Premises or its vicinity, such as plumbing or roof leaks, drips, sweating pipes, flooding or puddling of water.
- u. Upon termination of Lease, all items must be removed. For any item left in the Leased Premises or at/near the building's dumpster, a fee will be deducted from the Security Deposit. Any property left behind will be deemed abandoned by Tenant, and Landlord can take such action as desired and charge Tenant with costs incurred to keep, sell or dispose of such property without liability to Landlord. This does not remove responsibility from the Tenant for removing his property from the residence before vacating the premises.
- v. **NO SMOKING within ANY part of the Leased Premises.**
- w. **The Landlord reserves the right to rescind any of these rules and to make such other reasonable rules and regulations as may from time to time be needed. When rules and regulations are so made, and notice thereof given to the Tenant, they shall have the same force and effect as if originally made a part of this Lease.**

#### LEAD PAINT DISCLOSURE Lead Warning Statement

Houses built before 1978 may contain lead-based paint. Lead from paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning and prevention.

**LANDLORD'S DISCLOSURE**

(A) PRESENCE OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS (as indicated below)  
       Known lead-based paint and or lead-based paint hazards are present in the housing. (Explain.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord has no knowledge that lead-based paint and / or lead-based paint hazards are present in the housing.

(B) RECORDS AND REPORTS AVAILABLE TO THE TENANT (Check one below.)

       Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the housing. (List the documents below.)

\_\_\_\_\_  
\_\_\_\_\_

Landlord has no reports or records pertaining to lead-based paint and lead-based paint hazards in the Leased Premises.

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**CERTIFICATION OF ACCURACY**

Both the Tenant and the Landlord have reviewed the information above and certify, to the best of their knowledge, that the information provided by them is true and accurate.

**SIGNATURES**

We, the undersigned, agree to be legally bound by all the terms of this lease. (Sign and date and print name OR sign electronically via the Resident Portal at [www.CollegeTownCommunities.com](http://www.CollegeTownCommunities.com).)

_____ Tenant Signature	_____ Tenant Name (Printed)	_____ Date
_____ Tenant Signature	_____ Tenant Name (Printed)	_____ Date
_____ Tenant Signature	_____ Tenant Name (Printed)	_____ Date
_____ Tenant Signature	_____ Tenant Name (Printed)	_____ Date
_____ Tenant Signature	_____ Tenant Name (Printed)	_____ Date
_____ Landlord or Landlord's Agent Signature	_____ Landlord or Landlord's Agent Name (Printed)	_____ Date