



POLK ON THIRD

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**RESIDENTIAL LEASE AGREEMENT
POLK ON THIRD**

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 UNDERSTANDS ALL OF THE AGREEMENTS OF THIS LEASE.

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease Agreement") is made on _____.

LANDLORD: College Town Communities, 702 E. 6th Street, Suite 100, Bethlehem, PA 18015

TENANT: _____

(Landlord and Tenant(s) collectively referred to as the "Parties.")

Each Tenant hereby agrees that if there shall be more than one Tenant executing this Lease they shall be bound jointly and severally by the terms, covenants and agreements herein, be the same one or more. In the event there may be more than one Tenant, notice to one Tenant of any act or agreement required by this Lease shall be deemed notice to all Tenants.

RECITALS

WHEREAS, the Landlord manages that certain real property, including a building with commercial and retail space on the lower level and residential units on the upper levels, owned by Polk Street Development, LLC, and located at 322 E. Third Street, Bethlehem, Northampton County, Pennsylvania (the "Polk Street Building");

WHEREAS, the Landlord desires to lease that certain apartment dwelling addressed as Apartment _____, 322 E. Third Street, Bethlehem, Pennsylvania 18018, in the Polk Street Building (altogether, the "Leased Premises") to the Tenant(s);

WHEREAS, the Tenant(s) is/are eighteen (18) years of age or older and have individually qualified as a "Tenant," pursuant to Landlord's standard rental application practices;

WHEREAS, the Tenant hereby desires to lease the Leased Premises in accordance with the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the payment of the Rent (as hereinafter defined) and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound, the Landlord and Tenant(s) agree as follows:

1. **Recitals.** All "Recital" paragraphs set forth above are incorporated herein by reference as if the same were set forth at length below.
2. **Term of Agreement.** The Term of Agreement is the period between _____ (the "Commencement Date") and _____ (the "Expiration Date"). The term of this Lease automatically expires at 12:00 Noon on the Expiration Date. This Lease does NOT automatically renew. 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. Tenant will

be given the opportunity to sign a Renewal Lease if both Landlord and Tenant so desire and all renewal requirements are met.

3. **Use.** The Leased Premises shall be used and occupied by the Tenant(s) named herein above only and for no other purpose than as a residential dwelling. Tenant(s) shall not under any circumstances permit more than _____ occupants in the Leased Premises. The Tenant(s) shall not, and will not allow others, to occupy or use the Leased Premises or any portion thereof for any other purposes, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.
4. **Rules and Regulations.** The Tenant(s) hereby agree(s) to comply with the Rules and Regulations attached hereto and made a part hereof as Exhibit A. The Landlord has the sole and exclusive discretion to amend said Rules and Regulations from time to time and shall provide Tenant(s) with a copy of any such amendment to enable the Tenant(s) to comply herewith. Upon receipt of an updated copy of the Rules and Regulations, Tenant(s) will provide Landlord with an initialed copy within five (5) business days.
5. **Rent.** The Total Annual Base Rent due for the Term of this Lease is _____ (\$_____). The Tenant(s) agree(s) to pay the amount of _____ (\$_____) per month as Base Rent, to Landlord on the 1st day of each month by five o'clock (5:00 PM) payable to "Stonebridge Campus Living." All utilities are included in the Base Rent, including but not limited to Internet, cable, electric, gas, water, sewage and trash and recycling removal. Landlord reserves the right, however, in case Tenant(s), in the judgment of Landlord, uses gas, water and electricity in an extravagant or unreasonable manner, of requiring Tenant to pay excessive charges incurred by Landlord. Landlord shall not be liable for any failure to supply or interruptions in service.
 - a) The first payment of rent is due by certified check at the time of execution of this Agreement, and if the Term commences on any day other than the 1st of the month, such payment shall include a prorated rental amount for the first month and the payment due for the entire second month.
 - b) Landlord will accept payments in the form of a Money Order or Check mailed to the Landlord at the address listed above OR paid electronically through the Resident Portal at www.offcampushousinghigh.com. Convenience fees apply for electronic payments.
6. **Rental Collection Charge.** The Tenant(s) hereby acknowledge(s) that late payment will cause the Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. In the event Rent is not received prior to 5:00PM on the fifth day of the month, a late charge of 5% after the fifth day of the month, and an additional 5% after the tenth day of each month, is payable by the Tenant(s) at the time the Rent is paid. The late charge applies to the entire outstanding balance. A \$45.00 charge for checks returned by the bank for any reason, shall be charged to Tenant(s) by Landlord in addition to any late fees or court costs. If Tenant(s) pay(s) Rent late more than two (2) times during the Term, it shall be considered a default of this Lease. Landlord may choose to accrue the aforementioned charges and assess them at any time during the Term or at the end of the Term.
 - a) Landlord will accept more than one check, money order, or electronic payment as payment of Rent. Each payment received shall be applied first to the payment of late fees, court costs or reasonable attorney's fees, if any; and second to the payment of Rent due hereunder, in order of the respective due dates, from oldest to newest. Any late fees will be applied to the account against all cotenants. A default of this Lease due to non-payment of rent by one cotenant will subject all cotenants to default and collection remedies available per this Lease.
7. **Acceleration.** In the event of a default by Tenant(s) under this lease, Landlord may declare the entire balance of all Rent and all other sums due and payable under this Lease, including any deposits herein agreed to be paid by Tenant(s) during the Term, to be immediately due and payable

at once and in full, as if such payments were due and payable in advance upon the commencement of the Term.

8. **Security Deposit.** The Tenant(s) agree(s) to deposit with the Landlord an amount equal to one and one-half (1 ½ times) the monthly rental rate totaling _____ (\$_____), in certified funds, upon signing of this Lease, as security for the payment of Rent hereunder and the full and faithful performance by the Tenant(s) of the covenants and conditions on the part of the Tenant(s) to be performed herein, including but not limited to security against damages caused by the Tenant(s) during the move-in and move-out processes. The Landlord is allowed to use all or part of the security deposit to make repairs to damages caused by Tenant(s) or to compensate it for any unpaid Rent, fees, costs and charges. **THIS DOES NOT RELIEVE THE TENANT(S) FROM ANY RESPONSIBILITY TO PAY RENT PROMPTLY.** The Tenant(s) is/are required to maintain the original balance of the security deposit through the Term of this Lease. Landlord has the full discretion in accordance with this Section 8 to apply the Security Deposit as needed and **Tenant(s) cannot rely on the security deposit as payment for any month's Rent including the last month's Rent.**

The Landlord shall retain the Security Deposit as required by law until the end of the Term and it shall be returnable to Tenant(s) only after all of the "Return of Security Deposit Conditions" listed below are fully satisfied.

9. **RETURN OF SECURITY DEPOSIT CONDITIONS:**

- a) The full Term of this Lease or the applicable Renewal Period has ended;
- b) Landlord has received a written forwarding address for Tenant(s) **before** vacating;
- c) The Leased Premises have been vacated, and all personal property has been removed;
- d) The Leased Premises is returned to the Landlord in the same condition as it was when received and no damage to the Leased Premises has occurred beyond normal wear and tear;
- e) The entire Leased Premises has been cleaned, including all appliances. Light fixtures have been cleaned and bulbs replaced where needed. All carpets have been professionally cleaned and with written proof to Landlord;
- f) Holes in walls, scratches in woodwork, holes or damage to flooring, whether carpeting, tile, or wood, have been repaired according to standard practices;
- g) Tenant has complied with all the terms, rules, and regulations of this Lease;
- h) All Outstanding Rent, Legal Fees, Court Costs and other Fees that are outstanding by Tenant are paid in full, and no unpaid late charges or Past Rent remains due;
- i) All utility bills are paid in full with written proof to Landlord;
- j) All keys, fobs and/or garage openers used for the Leased Premises, mailbox, storage units or Garage, and other related items provided by Landlord are returned;
- k) The Landlord inspects the Leased Premises after vacating and deducts repair or replacement costs, if any;
- l) The Landlord will provide an accounting of damages, unpaid Rents and late fees, if applicable, deducted from the Security Deposit. The balance, after such accounting, will be refunded to the Tenant(s), at the address provided, unless otherwise mutually agreed. If there is more than one Tenant and each Tenant has paid an equal share of the security deposit, the remaining balance (if any) will be divided equally between the Tenants, regardless of assertions about the cause of any damage or deductions made to the security deposit. Landlord shall not be required to ascertain which Tenant is owed the balance of the security deposit and Tenants agree that Landlord shall be released from any and all liability therefrom.

10. **Early Lease Termination.** Tenant(s) may not terminate or vacate the Leased Premises after taking possession and before the Expiration Date of the Lease or any Renewal Term, except where Tenant(s) provide(s) not less than sixty (60) days prior written notice of early termination which shall include payment of all of the remaining rent due until the Expiration Date, or any applicable Renewal Term, and payment of a Termination Fee equal to two (2) months' rent; provided however that early termination hereunder shall not relieve Tenant(s) of his/her/their obligations set forth in the Rules and Regulations attached hereto as to the condition of the Leased Premises upon exit or to ensure the

return of the Security Deposit. Landlord may terminate this Lease for any reason with sixty (60) days' prior written notice to Tenant(s).

11. **Condition of Leased Premises.**

- a) A list of any damages to the Leased Premises found prior to Tenant(s)' occupancy must be provided to the Landlord in writing no more than five (5) days after the beginning of the Term. Such list shall not include damage caused by Tenant(s) for any reason, including, but not limited to damage caused during move-in. Any damage found after that date will be assumed to be the responsibility of the Tenant.
- b) The Tenant(s) understand(s) that the Landlord will make no repairs, additions, or changes to the Leased Premises except as otherwise agreed upon in writing.
- c) The Tenant(s) understand(s) that the Landlord may need to perform certain repairs and maintenance activities during the Term. The Landlord will notify Tenant(s) of any maintenance activities within a reasonable amount of time and will make a fair attempt to minimize disruption to Tenant(s).
- d) The Tenant(s) agree(s) to comply with the pest control rules found in the Rules and Regulations attached to this Lease.

12. **Alterations and Improvements.** No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, bidets, apparatus and fixtures, shall be installed in or attached to the Leased Premises, without the prior written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Leased Premises, shall belong to and become the property of the Landlord and shall be surrendered with the Leased Premises and as part thereof upon the termination of this Lease, without hindrance, molestation or injury.

13. **Signs.** The Tenant(s) shall not place nor allow to be placed any signs, upon, in or about the Leased Premises, except as may be consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Leased Premises or any part thereof, they may be so removed. Any signs permitted by the Landlord must first be found by Tenant(s) to conform with all municipal ordinances or other laws and regulations applicable thereto.

14. **Inability to Give Actual Possession.** Tenant(s) acknowledges that a portion of the Leased Premises is currently under construction and may not be ready for occupancy. Landlord shall not be liable if it is unable to give Tenant(s) actual possession of the Leased Premises at the Lease Commencement Date for any reason. Landlord agrees to notify Tenant, a minimum of seven (7) days prior to the Lease Commencement Date, if it appears that a Certificate of Occupancy for the Leased Premises cannot be obtained on or before the Lease Commencement Date. Upon such notification, Landlord will provide reasonable accommodations to the Tenant(s) until the Leased Premises have been issued the Certificate of Occupancy by the local municipality.

15. **Fire and Casualty Damage.** In case of fire or other casualty, the Tenant(s) shall give immediate notice to the Landlord. If the Leased Premises is so damaged by fire, the elements or other casualty that it is unusable, Landlord shall repair the same as speedily as practicable and the Tenant(s)' obligation to pay the rent hereunder shall be suspended; provided, however, that if, in the sole opinion of the Landlord, the Leased Premises can be made usable, Tenant(s) shall pay rent to the extent that his/her/their use and enjoyment is not unreasonably hindered. However, if in the opinion of the Landlord, the Leased Premises are so substantially damaged that the Landlord decides not to rebuild, the rent shall be paid up to the time of such destruction and thenceforth this Agreement shall terminate. However, the provisions of this clause shall not become effective or be applicable, if the fire or other

casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant(s) or the Tenant(s)' agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant(s)' liability for the payment of the rent and the performance of all of the covenants, conditions, and terms hereof on the Tenant(s)' part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

16. **Insurance.** Landlord is not responsible for any damage to the Tenant(s)' personal property (including but not limited to furniture, clothing, televisions, kitchen utensils/appliances, artwork or computers) or property in the care, custody or control of Tenant(s) (including cable/internet provider property). Tenant(s) shall separately and individually obtain renter's insurance to protect his/her/their personal property to the fullest extent practicable and provide Landlord with a certificate of insurance as evidence thereof. Landlord procures and maintains insurance for its benefit only, including the Building replacement value, its permanent improvements, and equipment and materials customary for maintaining real property. Tenant(s), at Tenant(s)' own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, personal public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by, or resulting from any accident or otherwise in or about the Leased Premises for injuries to any persons, for limits of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00) combined for bodily injury and property damage, in any one (1) accident or occurrence. The insurance policies shall be with companies authorized to do business in the Commonwealth of Pennsylvania (with an AM Best's Rating of A-, VIII) and shall name Landlord as an additional insured and be delivered to the Landlord, together with proof of payment, not less than fifteen (15) days prior to the beginning of the Term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen (15) days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. If Tenant(s) park(s) an automobile or motorcycle on the Landlord's property, Tenant(s) must also have automobile insurance in the minimum amount required by state law. Tenant(s)' failure to comply with these insurance requirements shall be considered a default of this Lease.
17. **Indemnity Requirement.** The Tenant(s) also agree(s) to and shall hold harmless and indemnify the Landlord, to the fullest extent permitted by law, from and for any and all payments, expenses, costs, attorney fees and from and for any and all judgments, claims and liability for losses or damage to property or injuries or death to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant(s) or the Tenant(s)' agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the Tenant(s)' occupancy or use of the Leased Premises, but only to the extent not caused by the Gross Negligence of Landlord. Tenant(s) shall advise Landlord promptly, and in writing of the service upon the Tenant(s) of any summons, notices, letters or other communications alleging any potential claim or liability against the Tenant(s), Landlord or the Leased Premises.
18. **Garbage Removal.** The Landlord has provided a dumpster for the Tenant(s)' use to dispose of garbage. The Tenant is responsible for bagging garbage and placing it in the dumpster. Tenant must contact Landlord and inform Landlord of excess garbage so that Landlord can authorize a special pickup. No loose garbage is permitted. Tenant(s) is/are responsible for any cost, fine or additional charge to the Landlord for excessive, loose, or improperly stored garbage. Any garbage that is on or near the Leased Premises, including the sidewalk and street, is the responsibility of the Tenant. Upon inspection of the Leased Premises, Landlord may give Tenant notice to comply with these garbage storage provisions within 24 hours and may be subject to fines of \$300.00 per incident by Landlord for non-compliance, including but not limited to, the disposal of large items such as furniture, appliances, computers, mattresses, televisions, etc., in the dumpster.

19. **Condemnation and Eminent Domain.** If any portion of the real estate of which the Leased Premises are a part shall be taken under eminent domain or a condemnation proceeding, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and or shall sell and convey the Leased Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and the Premises or any portion thereof, then this Lease, at the option of the Landlord shall terminate and the Term hereof shall end as of such date as the Landlord shall fix by notice in writing. The Tenant(s) shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant(s) agree(s) to vacate the Premises, remove all of the Tenant(s)' personal property therefrom and deliver up peaceably possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant shall repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.
20. **Assignment.** The Tenant(s) shall not, without the prior written consent of the Landlord, assign, mortgage, or hypothecate this Lease, nor sublet or sublease the Leased Premises or any part thereof. Landlord specifically reserves the right to deny consent to the assignment and subletting of the Lease, without reason or justification.
21. **Sale of Building.** Landlord may sell the Property, the Leased Premises, the Building or any portion thereof at any time without the consent or approval of Tenant(s). Upon the sale of the Leased Premises, Landlord will give written notice to Tenant of such sale which will include contact information for the successor Landlord. Once the Landlord conveys the Leased Premises subject to this Lease, which includes a transfer of the Tenant(s)' Security Deposit, and an up-to-date accounting of Rent paid or owing, Landlord shall be relieved of any further obligation or liability to Tenant(s) under the Lease.
22. **Mortgage Priority.** This Agreement shall not be a lien against the Premises with respect to any mortgages that may hereafter be placed upon said Premises. The recording of such mortgages shall have preference and be superior and prior in lien to this Agreement, irrespective of the date of recording. The Tenant agrees to execute any instruments, without cost, which may be deemed necessary, to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a violation and shall entitle the Landlord to cancel this Agreement.
23. **Code and Key Charges.** In the event that a Tenant is locked out of the Leased Premises and requires the assistance of the Landlord to regain entry, or Tenant requires a change to the key/Access Code or a secondary key/Access Code, Tenant will be charged a minimum Access Fee of \$100.00. In the event that the Landlord is not immediately available to provide assistance, and the Tenant requires immediate access, the Tenant will be subject to an Emergency Access Fee of \$150.00 on weekdays between the hours of 9AM – 5PM or a minimum of \$250.00 on weekends or holidays or weekdays outside the hours of 9AM – 5PM. In the event that any mailbox keys or garage openers must be replaced for any reason, then Tenant shall also be charged for the cost of replacements in addition to the Access Fee. Tenant may not duplicate any keys provided by Landlord, or tamper with the access equipment.
24. **Tenant's Covenants.**
 - a) Tenant acknowledges and agrees to give the Landlord, his agents, and authorized representatives access to the Leased Premises for any reasonable purpose at reasonable times and upon reasonable notice from Landlord. Landlord may access the Leased Premises without notice if there is evidence of a violation of any of these Lease provisions. In cases of emergency, the Landlord may enter the Leased Premises without notice. If the Tenant is not there, the Landlord will tell the Tenant who was there and why, within 24 hours of the visit.

- b) The Tenant will allow the Landlord and his agents and authorized representatives to inspect or perform services such as, but not limited to, battery lock changes, HVAC filter changes or repairs, and smoke detector battery replacement and testing in the Leased Premises at reasonable times. The Landlord will make every effort to notify the Tenant twenty-four (24) hours in advance.
- c) Tenant will allow Landlord access, for the purpose of showing the Leased Premises to prospective tenants, purchasers, or mortgagees, with 24-hour prior notice to Tenant. If Tenant is in default of this Lease, Landlord can market the Leased Premises for rent and show it to prospective tenants with 24-hour prior notice to Tenant.

25. **Landlord's Covenants.** The Landlord agrees that it will:

- a) Make repairs and do whatever is necessary to keep the Leased Premises in a habitable condition, provided that those repairs are not made necessary by the Tenant(s)' misuse, abuse, neglect or negligence.
- b) Comply with requirements of the applicable Bethlehem Township Building Codes.
- c) Maintain secure locks on all doors and windows; provided that Tenant(s) immediately report any issues with regard to locks and keys to Landlord.
- d) Provide the Tenant(s) with access to fuses and circuit breakers for the Leased Premises, with Landlord's consent, as well as the meters for any utilities for which the Tenant is responsible.
- e) Pay promptly any utility bills that the Landlord is responsible for, to ensure uninterrupted service to the Tenant. It is not the Landlord's responsibility if utilities are disrupted for reasons beyond his control and for any period of time through acts of God, strikes, lockouts, labor difficulties, explosions, sabotage, accidents, riots, civil commotions, actions of war, results of any warlike conditions in this or any foreign country, fire and casualty, legal requirements, or causes beyond the reasonable control of Landlord not enumerated herein (whether or not such cause shall be similar to any of the specifications of excuse hereinbefore stated). If Landlord is so delayed or prevented from performing any of its obligations during the term of this Lease, Rent shall not be abated during such period.

26. **Non-Waiver by Landlord.** Any failure of the Landlord to enforce strict performance by the Tenant(s) or the conditions and covenants of this Lease or to exercise any election or option, or to resort or to avail any remedy herein conferred or the acceptance by the Landlord of any installment of Rent after a breach by the Tenant, in any one (1) or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

27. **Non-Performance by Landlord.** This Lease and the obligation of the Tenant to pay the Rent and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

28. **Landlord's Remedies.**

- a) If Tenant(s) default(s) in the payment of the Rent, the Landlord may give the Tenant(s) five (5) days' notice of termination of this Lease. If the Tenant has not paid all the Rent due, including fees, costs and reasonable interest charges, by the end of the five (5) days, the Landlord may begin eviction proceedings and said notice shall serve as the Notice to Quit required by law.
TENANT HEREBY WAIVES AND GIVES UP TENANT'S RIGHTS TO ANY GREATER NOTICE

TO CURE DEFAULTS AND VACATE THE PREMISES, AS THE SAME MAY BE PROVIDED UNDER THE LANDLORD AND TENANT ACT OF 1951, AS AMENDED FROM TIME TO TIME.

- b) If the Tenant(s) fail(s) to perform any of the duties or obligations under 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 stopped, the Landlord may give the Tenant five (5) days' notice of termination of this Lease. At the conclusion of the five (5) days, the Landlord may begin eviction proceedings and said notice shall serve as the Notice to Quit required by law. **TENANT HEREBY WAIVES AND GIVES UP TENANT'S RIGHTS TO ANY GREATER NOTICE TO CURE DEFAULTS AND VACATE THE PREMISES, AS THE SAME MAY BE PROVIDED UNDER THE LANDLORD AND TENANT ACT OF 1951, AS AMENDED FROM TIME TO TIME.**
- c) If the Tenant(s) default(s) in making any payment required by this Lease, or failing to perform other obligations, and the Landlord has obtained the services of an attorney with respect to the collection thereof, the Tenant(s) agree(s) to pay to the Landlord any costs or fees incurred, 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, including all reasonable attorney's fees.
- d) Given that each Tenant individually and separately bears the full responsibility of the obligations imposed by this Lease, Landlord shall have the option to pursue each tenant individually or jointly in a suit. The Tenant(s) will each be found greater than 60% liable as required under the Fair Share Act. The Landlord may apply the security deposit towards any unmet obligation of the Tenant(s).
- e) This Lease is considered terminated if the Landlord wins an eviction judgment in court.
29. **Pets.** Pets are not permitted under any circumstances. Any Tenant(s) found housing an animal/pet in the Leased Premises will be **fined a rate of \$50 per day**. This includes animals that are said to be "visiting." Fines will continue until the animal/pet has been removed from the Leased Premises.
30. **Parking.** Tenant may, upon signing a Parking Lease Addendum, rent a parking space on the Leased Premises, should one become available and all conditions of the Parking Lease Addendum be met.
31. **Notices.** All notices required hereunder shall be given and shall be completed by e-mail with a read verification or other form of receipt and acknowledgment or by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. Notice to Quit, if required, may be posted on the Leased Premises.
32. **Title and Quiet Enjoyment.** The Landlord covenants and represents that the Landlord is the manager of the Leased Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant(s) on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforementioned.
33. **Captions and Pronouns.** The captions used in this Lease are for reference only and are not intended to modify the meaning of the clauses they introduce. The pronouns used in this Lease to refer to the Landlord and Tenant were chosen for convenience and ease of reading. They should be interpreted as feminine or plural pronouns whenever appropriate.
34. **Validity of Provisions.** This Lease is governed by the laws of the Commonwealth 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. **Entire Agreement**. This Lease is the entire agreement between the Tenant and the Landlord. It supersedes any previous agreements, understandings, or representation. It may only be modified by written agreement between the Landlord and Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have set their hands and seals as of the date first above written.

Exhibit "A"
Stonebridge Campus Living
Rules and Regulations

The Tenant(s) acknowledge(s) and agree(s), separately and individually, as the case may be, to abide by the following rules and regulations and acknowledge(s) that the same are subject to change at Landlord's sole and exclusive discretion from time-to-time and at any time with notice to Tenant(s):

A. Tenant Conduct:

- a. Tenant shall comply with, and become familiar with, all applicable laws, statutes, codes, ordinances, and regulations of the City of Bethlehem and Commonwealth of Pennsylvania.
- b. Tenant will not negligently or deliberately destroy, deface, damage, impair, remove, or affix anything to any part of the Leased Premises and the common areas of the Building.
- c. Tenant will not conduct himself/herself in a manner that will disturb other people or impair the use and enjoyment of the Building or the property by other Tenant(s).
- d. If Tenant creates excess noise which results in more than three (3) police complaints, Landlord shall have the right to terminate this Lease. No noise from electronic devices or similar devices shall disrupt any other Tenant at any time.
- e. Tenant will not conduct any unlawful activities on, or from, the Leased Premises.
- f. Tenant will be responsible for the behavior of his/her friends, guests, or anyone with his/her permission to be on the Leased Premises.
- g. Guests/visitors may not stay in the Leased Premises for longer than three (3) days without the prior written consent of Landlord.
- h. Tenant is not permitted to have any Unauthorized Occupant staying in the Leased Premises. Unauthorized Occupant is defined as anyone not listed on the Lease that has stayed in the Leased Premises for more than three (3) days in a row without Landlord's prior written consent. Occupancy by an Unauthorized Occupants can result in termination of this Lease with 30-day(s) written notice, and an increase in Rent by \$500.00 per month for each Unauthorized Occupant.
- i. The Leased Premises is part of a smoke-free building and no smoking is allowed in the Leased Premises or the Building or any Common Areas. Landlord shall have the right to terminate this Lease if Tenant violates this rule. Tenants shall be provided designated smoking areas and are to keep them clean from burns or debris associated with smoking. Use of illegal drugs and substances is prohibited in the entire Polk Street Building including but not limited to all apartments, balconies, patios, and common areas and will result in a report filed with local authorities and termination of this Lease. This lease automatically ends if anyone finds Tenant or Tenant's guest storing, using, selling, manufacturing, or distributing illegal drugs, or conducting any other illegal activity under State or Federal law.
- j. Once this Lease has terminated, the Tenant will remove all belongings and leave the Leased Premises in a clean condition. Any personal belongings or property left in the Leased Premises after the Tenant has vacated or been evicted will be considered abandoned. At its sole and exclusive discretion, the Landlord may store or dispose of this property in any manner without notice to Tenant. Tenant must pay for Landlord's cost of storage or disposal of Tenant's property. Tenant shall at all times

remain liable for removing such property from the Leased Premises before vacating the Leased Premises.

k. Tenant is not allowed on any part of the roof of the Building. If Landlord finds any evidence of Tenant or Tenant's guest being on the roof, the Tenant will be charged a \$500.00 fine.

l. Tenant shall not tamper with or hang anything from sprinkler system piping or heads within their apartment or commons areas.

m. Tenant is not permitted to install satellite dishes.

n. Tenant acknowledges that it is Tenants responsibility to update and keep information current with Landlord, including the information provided on Tenant's initial registration form.

B. Tenant Repairs and Upkeep:

a. Tenant will pay to repair any damage to the Leased Premises or to any item in or on the Leased Premises that the Tenant or Tenant's guest cause.

b. The following are prohibited: kerosene heaters, waterbeds, electric space heaters, halogen lamps, deep fryers, window fans or window air conditioner units, or any other item that may cause fire, explosion, or harm to person or property. A fine of \$150.00 will be charged for each item found in the Leased Premises prohibited hereunder.

c. Tenant will place his/her own garbage and recycling in the dumpsters/recycling receptacles in accordance with Section 16. No garbage bags or recycling may be left in the common areas, or outside of the appropriate receptacle provided, at any time.

d. Tenant will use carefully and reasonably all electrical, plumbing, sanitary, heating, or other facilities. Any repairs required as a result of Tenant's misuse shall be the responsibility of the Tenant as well as administrative fees and costs.

e. Tenant will keep the Leased Premises, patios/balconies, and Commons Areas clean and safe as conditions permit.

f. Tenant shall not prop open any doors, for any reason.

g. No personal items may be left in any Common Areas.

h. Tenant will notify Landlord immediately of any damage caused to Leased Premises or Commons Areas. Landlord will inspect and evaluate repairs that are required, and assess the damages associated within a timely manner.

i. Tenant shall immediately tend to all pest control needs within the Leased Premises. Failure to comply could result in additional costs to Tenant or termination of Lease Agreement.

j. Tenant will not paint, make alterations, or attempt repairs to the property without the Landlord's written permission. Any repairs necessitated by Tenant's actions will be the responsibility of Tenant.

k. 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 Leased 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.

l. Tenant shall be responsible to replace light bulbs with their apartment and if applicable, on their patio/balcony with the appropriate bulbs and wattage necessary for the fixture. Tenant must notify Landlord of any further malfunctions of light fixtures as soon as they are aware of an issue.

m. Tenant is responsible to clean out the lint traps in their dryer and are to report any potential issues or blockages to Landlord as soon as they are aware of an issue.

n. If one or more current Tenants in the Leased Premises choose to renew their lease and stay for an additional lease term(s), said Tenant(s) agrees to assist Management in preparing the Leased Premises for the 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, etc.) of personal and/or excessive debris, cooking equipment, toiletries, posters, etc. Further, renewing Tenants that live in a unit year-round will keep the unit in an unquestionably clean and sanitary condition so that incoming tenants coming into an occupied apartment experience the same quality product as an incoming tenant moving into an empty apartment. 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.

C. Landlord Repairs and Amendment of Rules:

a. Landlord will maintain and test (annually) any smoke detectors, door keypad batteries and HVAC filters in the Leased Premises. Landlord is responsible for replacing any dead batteries in smoke detectors. Tenant will notify Landlord of any damaged, broken, or low battery signals with smoke detector(s).

b. The Landlord reserves the right to rescind or amend any of these Rules, and to make such other reasonable rules and regulations as may from time to time be needed for the use and care of the Leased premises, the buildings of which the premises are a part, the common areas and facilities. When Rules and regulations are made, and notice thereof given to the Tenant, these Rules shall have the same force and effect as if originally made a part of this Lease. It is agreed, however, that any amendment or addition to the rules and regulations shall not result in additional charges or payments to Landlord or Tenant pursuant to this Lease, nor interfere unreasonably with the usual and customary operation of Tenant's professional service operation. If Landlord amends or changes Building Rules they will do so consistently for all Tenants within the building.