

RESIDENTIAL LEASE AGREEMENT

THE DATE OF THIS LEASE IS _____ BETWEEN,

Landlord:
(Name)

AND

Tenant:
(Name)

Landlord agrees to rent to Tenant the "Leased Unit" on the following terms and conditions:

1. ADDRESS OF THE LEASED UNIT.

Arts Condominium, Apartment #.
1324 Locust Street
Philadelphia, PA 19107

2. TERM.

Length of Lease: _____
Lease Begins On: _____

Unless Renewed, this Lease Ends On:

3. RENT.

Total Rent for Lease Term: \$.....

Rent for Each Month: \$.....

Rent for Part of the Month from

Tenant must pay rent to Landlord or Agent for Landlord by the first (1st) day of every month at:

.....
.....
.....

If Tenant's check is returned by the bank, Tenant will pay a charge of \$.... as additional rent. If any of the rent is not paid by the fifth (5th) day of the month, Tenant must pay a late fee of \$.....

4. SECURITY DEPOSIT.

Tenant has paid to Landlord a security deposit of \$..... as security that Tenant will perform his/her obligations under this Lease. Landlord may use the security deposit to pay for losses or damages caused by Tenant's breach of this Lease. Landlord may also use the security deposit to pay for any damage to the Leased Unit. Tenant must pay losses or damages which are not covered by the security deposit as additional rent. Tenant may not use the security deposit to pay the rent for the Leased Unit. Landlord may keep the security deposit if Tenant fails to make rental payments or if Tenant leaves before the end of the Lease Term. Landlord will deposit the security deposit at Sovereign. Tenant must vacate the Leased Unit and give Tenant's new address to Landlord in writing before Tenant is eligible for return of the security deposit.

5. UTILITIES. Landlord will pay for the following utilities: Heat & Hot/Cold water, Sewer, Electric and Cable

Tenant will pay for all other utilities. Tenant agrees to place all other utilities in the name of Tenant and agrees to pay all bills when due. Tenant acknowledges that the heat in the apartment is supplied by steam heat. Landlord is not responsible for any inconvenience or loss caused by interruption of any utilities services.

6. USE AND OCCUPANCY.

(a) Tenant will personally use and continuously occupy the Leased Unit as a residence for Tenant(s) and persons. Only the following persons may reside in the Leased Unit (1) It is a breach of this Lease to have any person(s) living in the Leased Unit who is (are) not listed in this Paragraph.

(b) Tenant will not remove or attempt to remove Tenant's personal property without first paying to Landlord all rent due for the balance of this Lease.

(c) Tenant will notify Landlord in advance if Tenant intends to be away from the Leased Unit for more than 10 days.

(d) Tenant will comply with all statutes, laws, ordinances and regulations. Tenant will not keep anything which is dangerous in the Leased Unit. Tenant will not conduct any dangerous activity in the building. Tenant will not do anything which might increase the danger to the Leased Unit or to other occupants in the building.

(e) Tenant will not act in any way which unreasonably disturbs the peace and quiet of other residents or of Landlord or Agent.

7. POSSESSION.

Landlord will make a good faith effort to make the Leased Unit available to Tenant on the day this Lease is scheduled to begin. If any delay does occur, no rent is due until the Leased Unit is available to Tenant. Tenant can end this Lease by written notice to Landlord by certified mail, return receipt requested, if the Leased Unit is not available within 10 days after the Lease beginning date. Tenant's only remedy is to end the Lease. Landlord is not responsible for any inconvenience, loss or damage if there is any delay in making the Leased Unit available to Tenant.

8. SUB-LETTING.

Tenant may not sublease, transfer or assign this Lease. No person is allowed to occupy the Leased Unit unless specifically named in Paragraph 6(a).

9. ALTERATIONS.

Tenant may not remodel or make any structural changes to the interior or exterior of the Leased Unit. Tenant may not attach or remove any carpeting or fixtures without first obtaining Landlord's written permission. When this Lease ends, Tenant must return the Leased Unit to its original condition.

10. CONDITION OF LEASED UNIT; REPAIR OF DAMAGE.

Tenant has examined the Leased Unit, and is satisfied with its present physical condition. Tenant agrees to maintain the Leased Unit during the term of this Lease in the same condition as it was on the beginning date of the Lease. Tenant agrees to return the Leased Unit to Landlord at the end of this Lease in the same condition as it was on the beginning date of this Lease. Tenant will promptly notify Landlord in writing if the Leased Unit is damaged or repairs are required. Landlord agrees to perform necessary repairs with reasonable promptness after receiving written notice from Tenant. Tenant agrees to pay as additional rent the cost of the repair of damage caused by Tenant or other permitted occupants or visitors of Tenant. Only Landlord's employees, agents or contractors may make repairs to the Leased Unit. Landlord is not responsible for any inconvenience or loss caused by necessary repairs to the Leased Unit.

11. CONDEMNATION.

Condemnation is the power of the government to take private property for public use. If the Leased Unit or any part of it is condemned, or voluntarily transferred by condemnation proceedings, this Lease will automatically end as to the condemned portion. If the Lease ends due to condemnation of a part of the Leased Unit, Landlord will reduce the rent accordingly. If the Leased Unit becomes uninhabitable due to the condemnation, the Lease will end when Tenant pays all rent due until the condemnation date. Tenant will not have any right to any award paid to Landlord by the condemning authority.

12. DAMAGE TO LEASED UNIT.

Landlord will not reduce the rent if there is a fire or other damage. Landlord will decide whether the Leased Unit cannot be lived in due to damage. If the Leased Unit becomes uninhabitable for any reason, this Lease will end when Tenant pays all rent due to the date that the Leased Unit is vacated. Landlord is not responsible for any loss, damage or inconvenience to Tenant caused by fire or other cause.

13. TENANT'S PERSONAL PROPERTY AND INSURANCE.

Landlord is not responsible for any damage to Tenant's personal property. For that reason, Tenant must obtain insurance to protect his or her personal property. Tenant is in breach of this Lease if Tenant fails to obtain personal property insurance. Any personal property left in the Leased Unit after Tenant has vacated or has been evicted is considered abandoned. Landlord may dispose of this property in any manner without notice to Tenant. Tenant must pay Landlord's cost of disposal of Tenant's property. Tenant shall have comprehensive general liability insurance with an insurance company licensed to do business in Pennsylvania. The insurance must have minimum limits of liability for bodily injury and property damage of a combined single limit of \$300,000. This insurance is to protect Landlord and Tenant against any claim by Tenant's employees, servants, agents, visitors, licensees or family members. If any insurance coverage maintained by Landlord is found to apply to any loss or damage covered by Tenant's insurance, the following will happen:

(a) Landlord's insurance and any obligation of Landlord to pay are considered excess coverage.

(b) Tenant's insurance must be fully used up before any claim can be made against Landlord or against Landlord's insurance coverage.

Regardless of anything stated in this Lease, Tenant releases Landlord from any injury loss or damage to personal property or persons from any cause. This Release is effective even if Landlord or Landlord's employees or agents cause the injury, loss or damage. Tenant waives any right of subrogation by Tenant or by any insurance company which covers Tenant. Subrogation is the right to be repaid for any payments made by Tenant or Tenant's insurance for injury, loss or damage to personal property or persons. Landlord may require Tenant to produce proof of insurance that is required in this Lease. It is a violation of the Lease to fail to have the insurance or fail to produce proof when requested.

14. ACCESS.

Landlord and anyone allowed by Landlord may enter the Leased Unit after first notifying Tenant. If there is an emergency, Landlord may enter the Leased Unit without giving Tenant advance notice. Tenant must obtain written approval from Landlord to add or change any lock. Tenant must provide to Landlord keys for any additional or changed locks.

15. END OF LEASE OR RENEWAL.

(a) Either party may end this Lease at the end of the original Term by written notice. Landlord or Tenant must receive this notice at least 60 days before the end of the Term.

(b) This Lease will automatically renew for 1 year if neither party ends the Lease at the end of the original Term or of any renewal term. Automatic renewal will not change the terms of this Lease except that the rent for each renewal term is increased by 5%.

(c) Landlord may increase the rent or change any other term of the Lease for any renewal period by sending written notice to Tenant. Landlord must send this notice at least 60 days before the end of the Term or of any renewal term. Tenant may reject the renewal terms by sending written notice to Landlord by certified mail, return receipt requested, within 30 days of the date of Landlord's renewal notice. Tenant must then vacate at the end of the current Term. The Lease will renew on the terms set forth in Landlord's renewal notice if Tenant does not send notice ending the Lease.

(d) If Landlord agrees in writing to end this Lease before the end of the Term, Tenant is responsible for all costs and losses caused by the early ending of the Lease. As a condition to ending the Lease before the end of the term, Tenant must pay a liquidated damages buy out charge equal to three month's rent. This amount must be paid at the time that Tenant gives notice to Landlord. This amount is in addition to all rent due through the end of the month that Tenant ends the Lease and moves out. Tenant may not use the Security Deposit for this fee or for rent due under the Lease. In addition, Tenant must pay all rent and other charges due at the time that Tenant sends the notice. Tenant cannot end the Lease before the end of the term if Tenant is in Breach of Lease.

(e) If this Lease is ended and Tenant does not vacate on the ending date, Tenant must pay double the last monthly rental charge. This rental charge is due for each month that Tenant remains in possession of the Leased Unit.

16. RIGHT TO END LEASE DUE TO DEATH OR DISABILITY.

Tenant or the Estate shall have the right to end this Lease if Tenant dies or becomes disabled during the term of this Lease. Landlord may rent the Leased Unit without credit to Tenant or the Estate after Tenant or the Estate vacates.

Tenant or the Estate must do the following to end the Lease:

(a) Send written notice of Tenant's death or disability to Landlord by certified mail;

- (b) Provide adequate written medical proof that Tenant must leave the premises because he or she is no longer able to care for himself or herself due to a disability;
- (c) Send to Landlord a copy of the death certificate if Tenant is dead;
- (d) Pay the rent for a period of 2 calendar months from the last day of the month when notice is received by Landlord;
- (e) Vacate the premises and give possession to Landlord within 30 days from the date of the notice; and,
- (f) Give any security deposit to the Landlord in payment for the right to end this Lease before the end of the term.

17. LANDLORD'S REMEDIES.

Tenant is in breach of this Lease if Tenant fails to make rental payments when due or fails to comply with any other provision of this Lease. If Tenant breaches this Lease:

- (a) Tenant must immediately pay all rents for the balance of the term of this Lease and Landlord may sue to collect this rent.
- (b) Landlord may end this Lease.
- (c) Landlord may evict Tenant.
- (d) Landlord may sue Tenant to collect any monies due including but not limited to legal fees and costs to enforce lease terms. Tenant agrees to pay all legal fees and costs.
- (e) To the extent allowed by law, Landlord may discontinue any utility services to the Leased Unit.
- (f) Landlord may exercise any one or more of the other remedies available to it under law or in equity.
- (g) Tenant agrees to waive the 15 or 30 day notice period which is contained in Section 501 of the Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.501. LANDLORD MAY FILE SUIT AGAINST TENANT TO ENFORCE THE TERMS OF THE LEASE WITHOUT NOTICE TO TENANT.**
- (h) Tenant must pay Landlord's costs of enforcing this Lease including legal fees, whether or not suit is begun, as additional rent.

18. VACATING LEASED UNIT.

Tenant must notify Landlord and must return all keys at the time that Tenant vacates the Leased Unit.

19. NO WAIVER BY LANDLORD. If Landlord does not exercise any of its rights under this Lease, Landlord may still exercise these rights at a later date. Acceptance of past due rent is not a waiver of Landlord's rights to enforce other terms under this Lease.

20. SUBORDINATION. This Lease and Tenant's rights under this Lease are subordinate (inferior) to all existing and any future financing, loans or leases on the building or land. Among other things, this means that the new owner or mortgagee may end this lease if there is a foreclosure sale of the property. Tenant agrees to waive rights by permitting the buyer at a foreclosure sale to end this Lease. Tenant agrees to all financing and to sale of the Leased Unit or property subject to this Lease. Tenant authorizes Landlord to sign any papers on behalf of Tenant which are necessary to confirm the terms of this Paragraph. These are additional waivers of Tenant's rights.

21. RELEASE OF LANDLORD. Landlord is not responsible for any injury, property damage or loss sustained by Tenant or Tenant's guests. Tenant agrees to release Landlord from responsibility for any damage, loss or injury caused by any other person occupying the Property, or by Landlord or Landlord's agents or employees. Tenant agrees that this release includes losses or damages which result from any of Tenant's acts or failure to act. All claims against Landlord for any damage, loss or injury are expressly waived by Tenant.

22. NOTICE TO TENANT. THIS LEASE CONTAINS WAIVERS OF CONSUMER RIGHTS. TENANT WAIVES CERTAIN RIGHTS BY SIGNING THIS LEASE.

23. NO JURY TRIAL. Landlord and Tenant waive and give up any right to any jury trial for any claim or matter concerning this Lease or the Leased Unit.

24. **INCORRECT INFORMATION IN APPLICATION.** If Tenant provided incorrect information in the Application, it is a breach of this Lease. Landlord may end this Lease and/or sue Tenant for possession and/or any losses or money damages if the Application contained incorrect information.

25. **ADDITIONAL TERMS AND CONDITIONS.** The Rules and Regulations which are attached are part of this Lease. Violation of any of the "Rules and Regulations" is a breach of this Lease.

26. **SEPARABILITY.** If one or more of the paragraphs of this Lease are determined to be invalid, the remainder of this Lease will remain in effect.

27. **AGENT.** The Agent acts for the Landlord and not for itself. Tenant understands that the Agent is not responsible for any claims by Tenant.

28. **RIDERS.** The following Riders are attached to and made a part of this Lease:

- Rules and Regulations
- Lead Paint Addendum
- Housing Transaction Lead Risk Statement
- Key addendum

29. **LEASE CHANGES.** The terms and conditions of this Lease may only be changed if in writing and signed by both Landlord and Tenant. No oral changes or agreements are permitted.

LANDLORD:

TENANT(S):

.....

.....

Date:

Date:

By:

By:

Date:

Date:

.....

We understand that we are Co-Signers/Guarantors to this Lease between Landlord and(Tenant) and that co-signers/guarantors have the following obligations:

- Co-signers/guarantors are responsible for payment of all rent and other charges under the Lease.
- Co-signers/guarantors are responsible for Tenant's compliance with the terms and conditions of the Lease.
- Co-signers/guarantors are responsible for damages caused by Tenant's breach of any terms and conditions of the Lease.
- We understand that co-signers/guarantors are not residents of the Leased Unit.

LANDLORD WILL SEND ALL NOTICES TO THE CO-SIGNER(S)/GUARANTOR(S) AT THE LEASED UNIT.

CO-SIGNER(S)\GUARANTOR(S):

Date:

Date:

**AGREEMENT
RULES AND REGULATIONS**

These Rules and Regulations and any later changes and additions to these Rules and Regulations are a part of this Lease. Tenant agrees that these Rules and Regulations will be observed by Tenant, all tenants in the Leased Unit, the employees of Tenant and all guests of Tenant.

1. Tenant may not have pets or animals anywhere on the Property or in the Leased Unit (except as provided for in the Pet Addendum).
2. Tenant may request services from Landlord which Landlord is not required to provide. Landlord may provide these services if it is able to do so. Landlord will charge Tenant for the labor and materials provided by Landlord. Tenant must make payment at the time that Landlord gives Tenant a bill for the services.
3. Tenant will make sure that their family members or guests do not disturb other tenants in any way. Tenant is responsible for any damages or destruction of property by their family members and/or by Tenant's guests.
4. Tenant may not dry or air clothes or other articles outside the buildings, from the windows, on the ground, on clothes lines, rack or any other device.
5. Tenant may not use grills or barbecues on the lawns or elsewhere on the Property.
6. Tenant may not play sports, outside games or outside activities or use equipment on the lawns or elsewhere on the Property.
7. Tenant may not INSTALL any grills, cooking equipment, barbecues, play or RECREATIONAL equipment without written permission of Landlord.
8. Tenant, Tenant's family members or Tenant's guests may not gather or play in the public areas, halls, basements, driveways or parking areas.
9. Tenant may not leave, place or store sleds, baby pens, lawn furniture, bicycles or other items at entrances, in public areas, halls, front walks, driveways, parking areas or on lawns.
10. Tenant may not move items in or out of the Property on Saturdays, Sundays or holidays. Tenant must remove all packing cases, barrels, boxes, crates and other containers. Tenant may not allow moving or delivery vans to cross the curbs or lawns and must load or unload from the streets, cart ways or parking areas.
11. Tenant may not place individual trash and garbage containers in public areas, halls or outside apartment buildings. Tenant may not discard trash, rubbish, cans, bottles or waste, except in containers provided by Landlord.
12. Tenant may not place laundry in public areas, halls or entrance doors for collection.
13. Tenant must give written instruction and authorization to Landlord if Tenant wants to have deliveries made when Tenant is not at the Leased Unit.
14. Tenant must make all orders for service of building or equipment to the Management Office.
15. Landlord's representative has the right to enter the Leased Unit for any proper purpose in case of emergency or necessity.
16. Tenant and other residents of the Leased Unit and guests of Tenant may not do any of the following:
 - a. Block the walls, passages, stairways, entrances or any other places in the building in any manner.
 - b. Display or cause to be displayed the name of Tenant in any place.
 - c. Place any sign, notice, legend or advertising on any part of the building including doors and/or windows.
 - d. Remove or rearrange any appliances, attachments or equipment installed by Landlord within the Leased Unit.
 - e. Make or permit to be made any disturbing noises by Tenant, members of his family, his guests or agents. Tenant may not do or permit anything to be done which will interfere with the rights, comforts or convenience of other tenants, or otherwise be deemed objectionable in the opinion of Landlord.
 - f. Violate any local regulation or ordinance or any law of the Commonwealth of Pennsylvania or the United States.
 - g. Destroy, injure, deface or damage, in any manner, the Leased Unit or any real or personal property of Landlord.
 - h. Make any alterations, additions or improvements whatsoever without the written consent of Landlord in advance. Any alterations, additions or improvements made shall become the property of Landlord.
 - i. Bring into or keep in the Leased Unit any explosive or odorous substances.
 - j. Play any musical instrument, record players, radio, hi-fi, stereo or television set in the Leased Unit or elsewhere in the building in such manner and during such hours as may disturb or annoy occupants of other apartments.
 - k. Receive deliveries of furniture, furnishings or freight before the first date for which rent has been paid and before the starting date of the Lease.
 - l. Shake from any window or door or hang outside any window any carpet, rug, bed clothing or other articles, or sweep any dirt, refuse or other matter from the Leased Unit.
 - m. Install any awnings.
 - n. Use the basement of the building for storage except as is specifically allowed by Landlord.

- o. Erect any outside aerials, wires or equipment in connection with any radio or television or make any other outside installation without written permission of Landlord in advance.
- p. Add, remove, alter or change any locks without the written permission of Landlord in advance.
- q. Erect or maintain any window boxes on the exterior or interior sills of any windows in the Leased Unit.
- r. Place or deposit any cleaning or other equipment outside the Leased Unit.
- s. Park or store any motorcycle, scooter, motor bike, truck or trailer in the parking areas.
- t. Fail to comply with the Rules and Regulations established by Landlord and with such additional regulations as Landlord may adopt in the future.
- u. Tenant may not store any material or item in the utility room.
- v. Tenant may not have a piano or organ in the Leased Unit.
- w. Tenant may not have a waterbed in the Leased Unit.
- x. Tenant must obey these Rules and Regulations as conditions of the Lease. Any violation is a breach of the Lease allowing Landlord to end the Lease and to evict Tenant.
- y. Tenant shall have the carpeting cleaned and shampooed by a professional carpet cleaning firm when Tenant vacates the Leased Unit.
- z. Tenant may not use or have kerosene heaters in the Leased Unit or at the Property. Tenant may not have gas, oil, fuel or other flammable material in the Leased Unit or at the Property.
- aa. Tenant may not allow children less than 16 years of age in the pool area, health club or community room without an adult.
- bb. Tenant agrees to follow the rules and regulations of the pool, health club and community room when using facilities.

LANDLORD:

TENANT(S):

.....

.....

Date:

Date:

By:

Date:

Date:

**AGREEMENT
LEAD-BASED PAINT ADDENDUM**

Tenant's Name:

Address: Arts Condominium, Apartment #.....
1324 Locust Street
Philadelphia, PA 19107

A Lead Paint Notice is required by City Ordinance.

"EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESSEE THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. A COMPREHENSIVE LEAD INSPECTION OR RISK ASSESSMENT FOR POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE."

Within 10 days from the final signing of this Lease, Tenant can pay for a comprehensive lead inspection and risk assessment of the rental property by a certified lead paint inspector and to obtain a report. If the inspection report states that lead-based paint or lead-based paint hazards exist in the rental property, Tenant has two (2) business days after receiving the report to end this Lease by delivering written notice to Landlord together with a copy of the report. If Tenant ends the Lease, Tenant will get back all rent and security deposit paid to Landlord. If Tenant does not get an inspection within the permitted 10 days or does not end this Lease within two (2) days after getting the report, Tenant gives up the right to get an inspection or end this Lease.

LANDLORD:
.....

TENANT(S):
.....

Date:

Date:

By:

Date:

Date:

CERTIFICATE OF DISCLOSURE FORM

In accordance with &6-806 of the Health Code, I certify that I have:

- a) Received either the results of a comprehensive lead inspection and risk assessment of this property by a certified lead inspector or received a statement by the Philadelphia Department of Health concerning the risk of lead-based paint and/or lead-based paint hazards in housing built before 1978;
- b) Received and read the lead warning statement in my lease or agreement of sale;
- c) Received the attached lead hazard information pamphlet;
- d) Been provided a 10 day opportunity to obtain an inspection for the presence of lead-based paint and/or lead paint hazards.

.....
Signed

.....
Date

.....
Signed

.....
Date

HOUSING TRANSACTION LEAD RISK STATEMENT - LEASE RIDER

"The Philadelphia Department of Public Health has determined that most housing built in Philadelphia before 1978 contains dangerous lead paint. This property was built before 1978. Therefore, without a comprehensive lead inspection, conducted by a certified lead inspector, showing there is no lead paint or there are no lead paint hazards, you can assume this property likely contains lead based paint."

PET RIDER

Address: Arts Condominium, Apartment # Type of Pet:

Tenant may keep a pet in the Leased Unit if the following Rules are followed:

1. A maximum of one (1) pet may reside in the Leased Unit at any time during the length of the Lease.
2. The pet must remain quiet and under Tenant's control at all times.
3. Tenant must register and immunize the pet as required by local authorities.
4. Tenant may not allow the pet out of the Leased Unit unless the pet is on a leash not over six (6) feet in length.
5. The pet may not urinate or defecate on the property. If the pet does relieve itself on the property, Tenant must immediately clean the affected area.
6. Tenant may not have a dog which barks frequently and disturbs other tenants.
7. Tenant will immediately remove the pet from the property if it has a temporary condition which causes it to whine or bark constantly, or attract other animals. Tenant may return the pet to the property when the condition ceases.
8. Landlord will report any animal running loose on the property to the local SPCA or similar authority to be taken into custody.
9. Tenant agrees to pay \$..... per month as additional rent for the length of this Lease, or as long as the pet resides in the Leased Unit.
10. Tenant must deposit with Landlord \$..... as security deposit for the pet. The security deposit will be applied by Landlord to damages done by the pet.

Tenant states and agrees that:

1. The pet does not weigh more than 40lbs. (see condominium documents) for as long as the pet lives in the Leased Unit.
2. The pet will not be more than fifteen (15) inches in height (measured from paw to shoulder) for as long as the pet lives in the Leased Unit.
3. The pet, if a dog, is not a: Pit bull (also known as Staffordshire or Bull Terrier), German Shepherd, Husky, Malamute, Doberman Pinscher, Rottweiler, Chow Chow.
4. The pet is spayed or neutered.
5. The pet is not vicious and has not bitten, attacked, harmed or threatened anyone in the past.

Tenant agrees that Landlord may take away its consent for Tenant to keep the pet. Landlord may take away permission if Landlord receives complaints from neighbors or other tenants about Tenant's pet, or if Tenant's pet has disturbed the rights, comfort, convenience, or safety of neighbors or other residents. Tenant will immediately and permanently remove the pet from Landlord's property upon Landlord's written notice that consent is revoked. Tenant is responsible for the wrongful death or injury to the person or property of others, caused by Tenant's pet. Tenant must indemnify Landlord for all costs resulting from any injuries or deaths caused by Tenant's pet, including but not limited to litigation costs and attorneys' fees. This Pet Rider is part of the Lease between the Landlord and Tenant. If any rule or provision of this Pet Rider is violated, Landlord may demand removal of Tenant's pet from the Leased Unit and the property. If tenant refuses to immediately remove the pet, it is a material breach of the Lease.

LANDLORD:
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TENANT(S):
.....

Date:

Date:

By:

Date:

Date:

**AGREEMENT
"RETURN CHECK" RIDER**

This Rider is part of the Lease by and between, Landlord, and, Tenant(s). It is a breach of this Lease to make a rental payment by a personal check this is not covered by available Funds. If Tenant gives Landlord two (2) or more bad Checks (checks which are returned for insufficient funds) within a consecutive three (3) Month period, it is a breach of the Lease. At that time, Landlord may file an action Seeking a money judgment and/or possession for this breach of the Lease. If the Tenant makes a rental payment by personal check which is not covered by available funds or by a bad check, Tenant agrees that Landlord may require any future rental Payments to be made by certified check or money order.

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Landlord: _____

Date: _____

**AGREEMENT
KEY ADDENDUM**

TENANT(S): _____

APARTMENT #: _____

KEY FOB#: _____

KEY FOB# _____

Key Fobs will be distributed to residents named on the lease agreement *ONLY*. Loss of an access fob will result in a \$50.00 replacement charge, there ***will be no exceptions***.

If access fob(s) are not returned upon termination of your lease there will be a charge equal to one months rent.

Tenant

Date

Tenant

Date

Tenant

Date

**AGREEMENT
FITNESS CENTER RULES**

TO HELP INSURE YOUR SAFETY AND CONTINUED GOOD HEALTH, PLEASE ADHERE TO THE FOLLOWING RULES AND GUIDELINES:

1. Present proper identification upon requests at the reception desk. It is mandatory that you sign-in at the reception desk prior to exercise.
2. Be considerate to others. Use the equipment and then move on to the next machine. There is a maximum time limit of Thirty (30) minutes per machine. You must also bring a towel with you each time you use the fitness center to dry Off the equipment after each use.
3. Proper attire required, including shirts and shoes.
4. If you do not know how to use the equipment, ask for assistance or read the directions posted on the equipment. Also: Pace yourself - do not try to do too much too soon.
5. No food or beverages allowed in the fitness center. Smoking is prohibited.
6. Children age 16 and under must be accompanied and supervised by an adult at all times.
7. Each resident is limited one guest.
8. Exercise at your own risk! Before beginning any exercise program, you should consult a physician.
9. The fitness center will be open from 6:00 a.m. until 11:30 p.m. daily.
10. Proper use and care of the equipment is required at all times.
11. Management reserves the right to dismiss anyone from the fitness center for any reason deemed appropriate.

I HAVE READ AND UNDERSTAND THE ABOVE RULES AND GUIDELINES AND AGREE TO ABIDE BY THEM.

Resident

DATE: _____

Resident

DATE: _____

**AGREEMENT
MOLD ADDENDUM**

In this document, the terms “you” and “your” refer to all tenants listed below and all occupants or guests and the terms “we”, “us”, and “our” refer to the landlord or agent named in this lease contract. This does not refer to any individual representative of the landlord. In this document, all references to the term mold shall be deemed to include all forms of mold and mildew as well as similar growths.

1. Lease Contract description:

- a. Lease date effective: _____
- b. Landlord or Agent: _____
- c. Tenant (s) and other occupants: _____
- d. Mold and Mildew: You acknowledge that it is necessary for you to maintain appropriate climate control, keep your apartment dwelling clean and take necessary measure to retard and prevent mold from accumulating in the apartment dwelling. You agree to clean and dust the apartment dwelling on a regular basis and to remove visible moisture accumulation on windows, window sills, walls floors, ceilings, and other surfaces as soon as reasonable possible. You agree not to block or cover any heating, ventilation or air condition units or ducts. You also agree to report IMMEDIATELY IN WRITING to us:
- e. Any evidence of a water leak or excessive moisture in the apartment dwelling, common hallways, storage rooms, garage or other common area.
- f. Any evidence of mold that cannot be removed with a common household cleaner
- g. Any failure or malfunction in heating, ventilation or air conditioning units and/or inoperable doors or windows.

You further agree that you shall be responsible for damage to the apartment dwelling and your personal property as well as any injury to you and all occupants of the apartment dwelling resulting from your failure to comply with the terms of the Mold Addendum.

- 2. Violation of rules; if you or any occupant violates any rule or provision of this Mold addendum (based upon our judgment) it shall be considered a material default under the terms of the Lease contract. Upon written notice from us, you must immediately comply with all rules and provisions of this Mold addendum. We also have all other rights and remedies set forth in the Lease contract, including damages, eviction and attorney’s fees to the extent of the law.
- 3. Liability for Damages, Injuries, Cleaning, Etc. You and all tenant under the Lease contract are fully responsible and liable for the entire amount of all cleaning expenses incurred by us to remove mold from the apartment dwelling as well as all damages to the apartment dwelling caused by mold. We, the landlord, will arrange these services. If a part or parts of the apartment dwelling cannot be satisfactorily cleaned or repaired, you must pay for us to replace the items completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.
- 4. General: This Mold Addendum is considered part of the Lease Contract described above. In the event of any conflict between the terms of those Mold Addendum and the terms of the Lease contract, the terms of this Mold Addendum shall control. Each tenant who signed the Lease Contract must sign this Mold addendum. Each tenant is jointly and severally liable for damages and all other obligations set forth in this Mold Addendum.

THIS MOLD ADDENDUM IS A LEGALLY BINDING CONTRACT

Intending to be legally bound:

Tenant: _____

Date: _____

Cosigner: _____

Date: _____

Landlord: _____

Date: _____

DRUG FREE HOUSING ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit unidentified in the Lease. Owner and Resident agree as follows:

1. Resident, any member of residents' household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related Criminal Activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near project premises.

3. Resident or members of the resident's household, will not permit the dwelling to be used for, or to facilitate, criminal activity, including drug-related activity, regardless or whether the individual engaging in such activity is a member of the household or guest.

4. Resident or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence, including, but not limited to, the unlawful discharge of firearms, on or near the project premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE 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 non-compliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination to the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.

8. This Lease Addendum is incorporated into the Residential Lease Agreement or renewed this day between Owner and Resident.

LANDLORD: _____

RESIDENT: _____

BY: _____

RESIDENT: _____

DATE: _____

DATE: _____

AGREEMENT
LEASE ADDENDUM

PACKAGE RELEASE OF LIABILITY

Arts Condominium is not responsible for any loss, theft or damages to any personal property which is delivered or left at the Customer Service Desk.

Person(s) using the Customer Service Desk waive and release all claims against Arts Condominium, any owner, and any agent, servant and/or any employee of Arts Condominium for any property damage or loss, regardless of fault or negligence.

This waiver and release also supplies to any claims for problems with theft, vandalism or unavailability of packages.

Tenant: _____

Tenant: _____

Date: _____

By: _____
Owner

Date: _____