

MARKS & CO., INC.

Apartment Lease

Apartment Building: **MERMONT**

Apartment #

Building Address: **900 Montgomery Avenue Bryn Mawr, PA 19010**

Lease Date:

Parties

1. **This Lease**, made on 2009, between MARKS & CO., INC., Agent,
P.O. Box 589, 101 Mill Creek Road, Ardmore, Pennsylvania 19003 -0589, (610)-649-7700
(hereafter called "Landlord" and
(hereafter called "Tenant").

Apartment,
Rent, Terms,
& Conditions

2. Landlord agrees to rent to Tenant the apartment identified above upon the terms
and conditions set forth in this Lease.

(A) Term of lease: _____

(B) Beginning Date of Lease: **NOON** _____, 2009

(C) Ending Date of Lease: **NOON** _____, 2010

The first day of this lease term begins at Noon on that day and the last day of this lease term ends on
Noon of that day. There is no reduction in the monthly rent for the first month of for the last month
even though they each contain a half-day less than a full month.

(D) Length of renewal term if Lease is not ended by either party: One (1) Year

(E) Required written notice by Landlord or Tenant to end this Lease: 90 days before the ending
date of this Lease or any renewal term.

(F) Rent is due and shall be paid promptly (without demand) in advance on the first day of each
month, beginning on _____, in the amount of\$.00

Late Charges \$ 45.00 Return Check Fee \$ 50.00

(See paragraph (3))

If tenant vacates this apartment prior to two full years occupancy, there will be a repainting
& refurbishing charge of 1/2 of a months rent.

(G) Tenant will pay the following before taking possession:

	<u>Paid</u>	<u>Due</u>
1. Pro-rata rent for the period from		
to	\$ _____	\$ _____
2. Base rent for first regular due date,	\$ _____	\$ _____
3. Security deposit.....	\$ _____	\$ _____
4. Base rent paid in advance on account		
of final month of Lease.....	\$ _____	\$ _____
5. Monthly rent for parking space # ...	\$ _____	\$ _____
6. Credit Report.....	\$ _____	\$ _____
7. Lease Transaction Fee.....	\$ _____	\$ _____
8. Monthly Utility Surcharge For.....	\$ _____	\$ _____
Total paid to date	\$ _____	
Total amount due		\$

TOTAL BALANCE DUE WITH SIGNED LEASE BY:

Tenant's Initials: _____ Tenant's Initials _____ Tenant's Initials _____
Surety's Initials: _____ Surety's Initials _____ Surety's Initials _____

This is page 1 of a 12-page Lease

Type or Sign
Initials

- (H) Apartment will be used only as a residence.
- (I) Maximum number of occupants under this Lease:
- (J) Utilities and services to be supplied as follows: (# 1 through # 4 subject to supplemental utility charge)
- | | |
|--------------------------|-------------------------|
| 1. Cold water – Landlord | 4. Heat - Landlord |
| 2. Hot water - Landlord | 5. Electricity - Tenant |
| 3. Sewer Rent - Landlord | |
- (K) Rules and regulations are attached.
- (L) If insurance premiums on the apartment increase because of any action or conduct of Tenant, tenant's family or Tenant's guests (See paragraph (48), Tenant agrees to pay any increases with the rent.
- (M) Maximum number of automobiles that may be parked on parking lot:
- (N) Tenant understands that the apartment is being rented in its present condition or as follows:

Cleaned and Painted

- (O) Before the beginning of this Lease term, Landlord agrees to make the following repairs, replacements or installations:

Rent
Payments

3. Rent is due in full and without on or before the first day of each month. Rent checks must be mailed to Marks & Co., Inc., P.O. Box 589, Ardmore, PA 19003-0589, or pay online using our [website](#), or using your online banking. If rent is not received by the first day of the month, a \$45.00 Late Charge is assessed. On the fifteenth day of each month, an additional \$45.00 Late Charge is assessed. If a Tenant's rent check is returned by the bank for insufficient funds or any other reason, there will be a \$50.00 Check Processing Fee in addition to the Late Charge. (See paragraph (2)(F) for Late Charge and Check Processing Fee). Rent may be pad by check, money order, or electronically. **The name of the apartment building and apartment number must be written on the check.**

Utilities

4. Tenant shall promptly pay for the utilities, if any, which Tenant is responsible to supply. (See paragraph (2)(J) If Landlord fails to supply any of the utilities which Landlord is responsible to supply, Landlord shall not be liable to Tenant for any damage due to that failure unless it was caused by Landlord's gross negligence

Air-
Conditioners
Window Units
Only

5. No air conditioners may be installed in any windows other than by the Landlord. The number and size of air conditioners allowed in any apartment may be limited by the Landlord. Any Tenant who violates these provisions shall be deemed to be in violation of the Lease, and all costs for removal and replacement of window parts or any other costs involved with the removal of air conditioner unit(s) shall be paid for by the Tenant and shall be deemed to be added to the rental charges, and collected in the same manner as provided in the Lease.

Other
Payments

6. All payments due from Tenant to Landlord under the provisions of this Lease shall be treated the same as rent. Landlord shall be entitled to all the same legal rights and remedies in collecting those payments as Landlord would be entitled to use to collect rent.

Receipt of
Lease

7. Tenant acknowledges receipt of a fully signed copy of this Lease.

Delayed
Possession

8. If Landlord is unable to give Tenant possession of the apartment at the beginning of the Lease term, for any reason not caused by Tenant, Tenant shall have the choice of (i) ending this Lease and recovering rent and/or security deposit (without charge or interest) and any other money already paid or (ii) delaying the beginning of the Lease term until Landlord is able to give possession to Tenant. No rent will be due until possession is available. If Tenant agrees to delay the Lease term, Tenant may end this Lease at any time before Landlord gives possession to Tenant. Landlord shall not be liable for damages where failure to deliver possession is due to conditions beyond Landlord's control.

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Tenant's Initials: _____	Tenant's Initials _____	Tenant's Initials _____
Surety's Initials: _____	Surety's Initials _____	Surety's Initials _____

Smoke
Detectors

9. (A) If smoke detectors are installed in the apartment, Tenant acknowledges:
- (1) That Tenant has been instructed by Landlord as to all procedures needed to test the smoke detectors in the apartment.
 - (2) That Tenant fully understands how to test the smoke detectors.
 - (3) That Tenant promises to test monthly or more frequently, as recommended by the manufacturer, all smoke detectors in the apartment.
- (B) Tenant agrees to notify Landlord immediately in writing if any smoke detector is found not to be working for any reason. Tenant agrees to pay for and keep fresh batteries in each smoke detector in the apartment.
- (C) Tenant agrees to pay any loss or damage incurred by Landlord which result from Tenant's failure to comply with any part of this paragraph (9).
- (D) Tenant is aware that it is unlawful for Tenants or Tenant's guests (See paragraph (48)) to destroy or remove the smoke detector unit.

Termination
And Change
In Lease
Terms

- 10.(A) Either Landlord or Tenant may terminate this Lease by giving written notice to the other party at least the number of days before the end of the Lease term (or before the end of the renewal term) specified in paragraph (2) (E).
- (B) In addition, if on or before the date specified in paragraph (2)(E), Landlord gives Tenant written notice of Landlord's intention to change the provisions of the Lease for the renewal term, Tenant must notify Landlord in writing by the deadline set forth below, of Tenant's intention not to renew the Lease. Otherwise, Tenant will be deemed to have accepted the Landlord's changed Lease provisions, Tenant shall be a Tenant under those changed Lease provisions for a renewal term as stated in the notice. If no renewal term is stated in the notice, Tenant shall be a Tenant under those changed Lease provisions for a renewal term as stated in paragraph (2)(D). Landlord's notice may include a change in the length of the renewal term, a change in the amount of the rent or a change in any other provision in the Lease. The deadline for Tenant's notice of intention not to renew shall be the later of (i) ten days after the date of Landlord's change notice or (ii) the date specified in paragraph 2)(E).
- (C) Month-To-Month Lease Only. If but only if the Lease is or becomes a month-to-month Lease, it may be ended by either Landlord or Tenant at the end of any calendar month except December and January by giving written notice, within the time period set forth below. Notice of termination must be given on or before the last day of the calendar month, which is at least three full calendar months prior to the date of termination. For example, notice of termination on August 31st must be given no later than the previous May 31st. Any notice or termination for the end of December and January (even if given three months before December 31st) shall be treated as notice of termination to be effective on the following January 31st. Any notice of termination other than at the end of a calendar month or later than the three-month deadline set forth above shall be treated as notice of termination as of the end of the earliest calendar month for which a termination notice could be properly given. For example, notice given on April 15th for an attempted termination on July 15th or notice given on April 15th for an attempted termination, shall in either event be treated as timely notice of termination effective July 31st. If notice of intended termination is given, the Lease shall end on the last day of the earliest calendar month for which the termination was or could have been properly given.

Premature
Termination

11. **If Tenant wishes to end this Lease prior to the end of the current Lease term, Tenant must give written notice stating the early termination date and enclose a check to the Landlord for \$1,000.00 to cover costs of re-renting. Tenant must vacate by the date noted in the Early Termination**

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This is page 3 of a 12-page Lease

Letter. In addition, Tenant will continue to be liable for making regular monthly rent payments per lease agreement until a new qualified tenant is accepted by Landlord and takes occupancy of the apartment. If Tenant fails to make either the full \$1,000.00 payment with the Early Termination Letter or fails to pay the monthly rental payments per lease agreement, Landlord may treat that failure as a default under the Lease and exercise any or all of the remedies given to Landlord under the terms of this Lease for a default by Tenant as set forth in paragraph (37). This includes the right to immediately seek payment for the rent, which would have been due to Landlord during the remaining portion of the Lease term.

Condition
of Apartment
/Repairs

12. Tenant acknowledges that Landlord has made no representations to Tenant about the condition of the apartment or about anything else that is not expressly stated in this Lease. Landlord shall have no obligation to make any repairs to the apartment or to the apartment building at or before the beginning of this Lease unless set forth in paragraph (2)(N). Except for anything set forth in that paragraph, Tenant accepts the apartment in "as is" condition. Landlord shall have the right whenever Landlord determines it is necessary to enter the apartment to make repairs to the apartment or to make repairs, alterations or additions to the apartment building or for emergencies. Landlord shall not be responsible to Tenant for interruption in Tenant's use of the apartment or for Tenant's inconvenience resulting from these actions by Landlord. Tenant understands that Landlord is not required to make repairs caused by Tenant's unreasonable, careless or willful conduct or similar conduct by Tenant's family or Tenant's guests (see paragraph (48)).

Tenant's
General
Obligations

13. Tenant, Tenant's family and Tenant's guests (See paragraph (48), shall at all times"
- (A) Keep the apartment clean and safe;
 - (B) Remove from the apartment all trash, garbage and other waste in the manner established by Landlord and/or laws or governmental regulations;
 - (C) Use in a responsible manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators if there are elevators in the apartment building;
 - (D) Not deliberately or carelessly destroy, deface damage, impair or remove any part of the apartment or the apartment building or knowingly permit Tenant's guests (See paragraph (48)) to do so;
 - (E) Behave in a manner that will not unreasonably disturb any neighbor's peaceful enjoyment of his or her apartment,
 - (F) Make no changes to the apartment including, but not limited to, painting, rebuilding, removing or repairing, without the written permission of Landlord. Any improvement made to the apartment shall belong to Landlord, unless otherwise agreed to in writing;
 - (G) Promptly notify Landlord of all necessary repairs; and
 - (H) Not bring or keep dangerous or flammable materials in the apartment or the apartment building.

Floor
Covering

14. Tenant shall cover a minimum of 90% of the hardwood floor area with rugs or carpeting and padding no later than thirty days after Tenant moves into the apartment and shall keep it covered during the term of the Lease.

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Comply With Laws/Notify Landlord	15.	<p>Tenant, Tenant's family and Tenant's guests (See paragraph (48)) shall at all times comply with all laws, ordinances, rules, regulations and court decisions (federal, state and local as to each of these). Tenant shall reimburse Landlord for any fines, penalties or costs resulting to Landlord from (i)</p> <p>Tenant's failure to comply with this provision or (ii) the failure of any of those persons mentioned above to comply with this provision. Tenant shall give Landlord prompt notice of any fire, accident or damage occurring on or to the apartment.</p>
Comply With Rules	16.	Tenant, Tenant's family and Tenant's guests (See paragraph (48)) shall at all times comply with all rules and regulations issued in writing by Landlord. Rules and regulations issued by Landlord after this Lease has been signed shall apply to all tenants of the apartment building.
Prohibitions	17.	Tenant shall not keep any pet or pets in the apartment or the apartment building; however, cats are permitted with a signed Cat Addendum and payment of associated fees. No waterbeds are allowed in the apartment. Tenant shall not apply contact paper to any surface in the apartment. Tenant shall not keep, use or store electric or kerosene heaters in the apartment or the apartment building.
Tenant Not To Vacate	18.	Tenant shall not vacate the apartment or attempt to remove Tenant's property form the apartment except at the end or the term of the Lease unless Tenant first pays Landlord all the rent that this Lease provides will become due during the remaining portion of the Lease.
Parking	19.	<p>Tenant may not park in any space in any parking garage or in any reserved parking lot unless Tenant has reserved and rented that space and paid the monthly rent for that reserved space. Tenant shall have the right, jointly with the other tenants in the building, to park the number of automobiles, if any, specified in paragraph (2)(M) on the unreserved building parking lots if there are sufficient spaces available. Landlord does not guarantee to provide any particular number of spaces or the availability of a parking space. Tenant may only park an automobile with a currently renewed registration (license plate) and with a current inspection sticker (if an inspection sticker is required by the state of registration). Tenant may <u>not</u> park on the building's parking lots or in the garages; a motorcycle, van, motor home, mobile home, trailer, truck, commercial vehicle or any vehicle that (in Landlord's discretion) is unsafe or otherwise objectionable. Tenant may <u>not</u> store on the parking lots or in the garages; an unregistered vehicle, a vehicle that has been damaged so that it is not operable or any property other than an automobile. If Tenant violates any provision in this paragraph, in addition to all other remedies set forth in the Lease, Landlord may have the violating vehicle towed away at Tenant's expense for towing and storage.</p>
Storage Space	20.	If Landlord provides storage space for Tenant in the apartment building but outside Tenant's apartment, Landlord shall not be liable to Tenant for any loss or damage to any property stored in that space no matter what causes the loss or damage. Tenant must remove all items from the storage space at the end of the Lease or the remaining items will be treated like abandoned property under paragraph (35) of this Lease.
Landlord's General Obligations	21.	<p>Landlord agrees, unless beyond Landlord's control or unless caused by tenant, tenant's family or tenant's guests (See paragraph (48), to;</p> <p>(A) Keep the apartment and common areas in reasonable condition and as required by law or government regulation;</p> <p>(A) Keep the roof, windows, doors, floors, steps, porches, walls, ceilings and all other structural components of the apartment in good repair and working order;</p>
Type or Sign Initials		<p>Tenant's Initials: _____ Tenant's Initials _____ Tenant's Initials _____</p> <p>Surety's Initials: _____ Surety's Initials _____ Surety's Initials _____</p>

- (B) Keep all electrical, plumbing, sanitary, drainage, heating, water heating, air conditioning, ventilating, elevator and all other facilities, appliances and services supplied or required to be supplied by Landlord in good working order and safe condition;
- (C) Keep the apartment reasonably free from insects, rodents and pests; and
- (D) Supply heat (if stated in Lease), as required by regulation.

Landord's
Right To
Show
Apartment

22. The employees and duly authorized agents of Landlord shall have the right to enter the apartment in order to show the apartment to possible new tenants in the apartment building or possible purchasers of the apartment building or anyone else having an interest or possible interest in the apartment or the apartment building. This may be done at any time.

Signs/Halls

23. Landlord shall have the right to place sale, rent or informational signs in or near the apartment and Anywhere in or near the apartment building to inform the public that the apartment or apartments in the apartment building are available to rent or that the apartment building is available for sale. Tenant may not place any sign in the apartment or the apartment building or on any window, door or wall of the apartment or apartment building. Tenant may not place or store anything in the halls, lobby or common areas of the apartment building.

Fire Or
Casualty
Damage

24. (A) If fire or casualty (accident, mishap) destroys or damages the apartment so that the apartment is not livable, Tenant may;

- (1) Immediately move out and within twenty-four hours, or before the end of the next business day, notify Landlord that the Lease is ended, in which case this Lease shall end as of the date of moving out; or
- (2) If permitted by law or government regulation, continue to occupy the usable part of the apartment, in which case Tenant's responsibility for rent shall be reduced proportionally from the rent due until the damages are repaired. If continued occupancy by Tenant is not permitted by any law or government regulation, this Lease shall end immediately.

(B) If the Lease is ended, any rent paid in advance for the period after the fire or casualty shall be returned to Tenant, as required by law or regulation and the security deposit shall be applied or returned as provided in paragraph (36).

(C) Tenant shall be fully responsible for keeping all items of this Lease, including the payment of rent, if the apartment is damaged or destroyed by fire or other casualty caused by Tenant, Tenant's family or Tenant's guests (See paragraph (48)).

Sale of
Apartment
Building

25. (A) If Landlord sells the apartment building, Landlord shall provide Tenant with written notice specifying:

- (1) The name of the new Landlord;
- (2) The address of the new Landlord and/or agent, if any;
- (3) Telephone number of the new Landlord and/or agent, if any;
- (4) Where rent is to be paid; and
- (5) That the security deposit, if any, has been assigned and transferred to the new Landlord who shall be responsible for it.

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(B) Tenant agrees and directs Landlord to transfer all monies held, if any, for Tenant to a new owner/landlord or agent.

(C) Tenant understands that Landlord will not have any further responsibility in this Lease after the apartment building is sold to a new owner.

(D) Landlord shall require the buyer of the apartment building, as a condition of sale, to assume all obligations of Landlord under this Lease.

Parties Bound	26.	This Lease shall be binding upon and shall pass to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties, subject to paragraph (27).
No Subleasing Or Assignment	27.	<p>(A) Tenant shall not transfer this Lease or sublet the apartment, or any part of it, under any circumstance.</p> <p>(B) If Tenant sublets the apartment or assigns this Lease despite the prohibition in this Lease, Landlord may collect the rent directly form the subtenant or from the person to whom the Lease was assigned. These rents shall be applied against the rent owed by Tenant to Landlord. Landlord's action in collecting them shall not relieve Tenant of any obligation to Landlord under this Lease including the obligation to pay any unpaid balance of the rent to Landlord. Neither this provision nor the collection of any rent shall constitute permission by Landlord to any sublease or assignment nor shall the collection of rent constitute a waiver of Tenant's breach of the Lease.</p> <p>(C) If Tenant sublets or assigns this Lease despite the prohibition in this Lease and if Landlord chooses to waive this breach, Tenant may not collect more from the person to whom the Lease was assigned than Tenant must pay Landlord under the provisions of this Lease. If Tenant does receive a profit over and above what Tenant must pay Landlord, Tenant shall immediately pay that profit to Landlord. Neither this provision by Landlord nor the acceptance of any profit payment shall constitute permission by Landlord to any sublease or assignment.</p>
Government Takes Property	28.	If part or all of the apartment is taken (condemned) by governmental entity or any other authority, the rent shall be reduced proportionately or the Lease will end altogether if all the apartment is taken or is unusable. No money paid to Landlord for the apartment shall belong to Tenant. This shall also apply if all or part of the apartment is sold or transferred to the governmental entity or authority. Upon any taking, sale or transfer of this type, Tenant shall peaceably move out of all or part of the apartment as notified or Tenant shall be evicted.
Subordination	29.	The lien of any mortgage now existing against the apartment building or placed against the apartment building after the date of this Lease shall have priority over this Lease. If this is a sublease, the terms of any prior lease which covers the apartment or the apartment building shall also take priority over this Lease. If any legal documents are necessary to make the subordination (priority of the mortgage or lease) effective, Tenant agrees to sign and acknowledge those documents if and when given to Tenant.
Responsibility For Injury	30.	If any person or property is injured or damaged in the apartment by any cause, whether the property belongs to Tenant or to anyone else, Tenant shall be responsible for the injury or damage. Tenant shall indemnify (reimburse) Landlord against any loss resulting to Landlord from any claims against Landlord for that injury or damage. Tenant also agrees to reimburse Landlord for any loses to Landlord resulting from claims against Landlord for any injury or damage caused to Tenant or
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Tenant's family or Tenant's guests (See paragraph (48)). Tenant shall not be responsible to Landlord under this paragraph if the injury of damage resulted solely from the gross negligence of Landlord. Landlord shall never be liable to Tenant for any damage caused by fire, water, steam, heat or lack of any of those things.

Reimburse
(i) Landlord's
Losses

31. Tenant shall be responsible to indemnify (reimburse) Landlord for all losses sustained by Landlord resulting from any failure by Tenant to comply with the provisions of this Lease or (ii) resulting from the actions of Tenant, Tenant's family or Tenant's guests (See paragraph (48)). Tenant shall be responsible to reimburse Landlord for the cost of replacing any broken windows in the apartment and repairing any damage to the apartment other than normal wear and tear.

Disturbance
By Tenant

32. If Landlord receives complaints or becomes aware that Tenant, Tenant's family or Tenant's guests (See paragraph (48)) might be disturbing other tenants in the apartment building, then Landlord shall make a determination whether in Landlord's sole opinion, Tenant is disturbing other tenants. If Landlord makes a determination that Tenant is disturbing other tenants, Landlord shall give Tenant at least ten days notice that Tenant must vacate the apartment. Tenant agrees to vacate the apartment no later than the date indicated in the notice from Landlord and Tenant agrees to pay rent for the period up to the date specified in the notice and to pay as liquidated damages and not as a penalty, an amount equal to rent for one additional month.

Lease
Holdover

33. Tenant agrees to move out peaceably when the Lease is ended. If Tenant or any one or more of the Tenants fails to vacate the apartment at the end of this Lease or any renewal term or this Lease (if the Lease is renewed), the monthly rent for the period of time during which the Tenant remains after the end of the Lease shall be double the monthly rent for the last month of the Lease. This shall be in addition to all items in this Lease which are treated as rent and all other charges imposed by this Lease. Tenant shall also be responsible for any actual damages or losses incurred by Landlord or any potential new tenant due to Tenant remaining after the end of the Lease. This provision shall not constitute any permission by Landlord for Tenant to remain after the end of the Lease.

Keys/Cleaning
Before
Vacating

34. Tenant shall return to Landlord all keys to the apartment and to the apartment building promptly at the end of the Lease. Tenant agrees to remove all Tenant's property and all trash and to thoroughly clean the apartment, including all kitchen appliances and bath fixtures, before vacating the apartment at the end of the Lease or at any earlier date that Tenant vacates the apartment.

Abandoned
Property

35. Any personal property left in the apartment by Tenant after the end of the Lease shall be deemed to be abandoned unless Tenant has received Landlord's prior written permission to store specifically designated personal property in the apartment after the end of the Lease. Any abandoned property may be removed by Landlord immediately after the end of the Lease. At Landlord's option, it may be sold, given away, destroyed, used, consumed or placed with the trash for disposal or Landlord may store it for Tenant. If Landlord chooses to store it, Landlord shall notify Tenant in writing and charge Tenant a reasonable storage charge. In any event, Landlord may charge Tenant a reasonable charge for removal and disposition of all abandoned property.

Security
Deposit

36. Landlord agrees to hold the security deposit in accordance with the provisions of the Pennsylvania Landlord and Tenant Act. Landlord shall apply the security deposit against valid claims for damages to the apartment or the apartment building and to any unpaid rent that may be due at the end of the Lease. Any portion of the security deposit not applied in this way shall be returned to Tenant within thirty days after the end of the Lease in accordance with the provisions of the Pennsylvania Landlord and Tenant Act. Tenant must give Landlord a written notice of Tenant's new address when Tenant moves out of the apartment. No portion of the security deposit may be used by Tenant as the last rent payment.

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Landlord's
Remedies For
Breach

37. If Tenant fails to pay rent or fails to meet any of Tenant's other obligations under this Lease, Landlord may do any one or more of the following:
- (A) Landlord may give Tenant five days' written notice to move out of the apartment for failure to pay rent or charges when due. This Lease shall then end at the end of the fifth day and Landlord may file a complaint to evict Tenant and collect damages on the sixth day.
- (B) Landlord may give Tenant five days' written notice to correct any action that breaks the terms of this Lease (other than not paying rent or charges). If Tenant does not make the corrections, the Lease shall then end at the end of the fifth day. Landlord may file a complaint to evict Tenant and collect damages on the sixth day.
- (C) Landlord may give Tenant written notice that Tenant must immediately pay all rent which would have been due during the remaining portion of the Lease term as if the Lease provided that all rent for the entire Lease term had to be paid in advance.
- (D) Landlord may lease the apartment to another Tenant and Landlord may take this action on behalf of Tenant so that Tenant continues to be responsible for any shortfall between the rent Landlord actually collects from the new tenant and the rent Tenant was supposed to pay to Landlord under this Lease. Landlord's action to rent to another tenant shall not relieve Tenant of any responsibility under this Lease. Landlord shall have the exclusive right to determine whom to select as a new Tenant and what new rent to accept from that new tenant.
- (E) Landlord may take any remedies, including legal action for charges or rent that might be due in the future, whether or not the Lease has been ended and whether or not Tenant has moved out of the apartment.
- (E) Landlord may exercise any other right or remedy given to landlords under the laws of the Commonwealth of Pennsylvania subject to the rights given tenants under those laws. Landlord may also exercise all of the rights and remedies given to Landlord if Landlord selects one right or remedy it will not in this Lease prevent Landlord from exercising any other right or remedy at the same time or at any time in the future.

Tenant's
Waiver

38. If Landlord seeks to recover possession of the apartment from Tenant, either at the end of the Lease term or at any other earlier date due to Tenant's failure to pay rent or Tenant's failure to comply with Tenant's other obligations under the Lease, then Tenant specifically waives (gives up Tenant's right to) the three months' notice to quit and the fifteen or thirty days' notice to quit set forth in the Pennsylvania Landlord and Tenant Act. These waivers are permitted by that Act. Tenant agrees that five days' notice shall be sufficient in any situation instead of the notice period set forth in that Act.

Strict
Enforcement

39. Landlord shall always have the right to strictly enforce the provisions of this Lease. If Landlord fails to strictly enforce any provision for any period of time, this will not prevent Landlord from strictly enforcing that provision or any other provision of the Lease in the future.

Limitation to
Building
Equity

40. If Landlord fails to meet any of Landlord's obligations under this Lease or otherwise, Tenant shall be limited to Landlord's equity in the apartment building where Tenant's apartment is located in order to obtain a satisfaction of Tenant's claims against Landlord. Landlord shall have no personal liability with respect to the provisions of this Lease beyond Landlord's equity in that apartment building. Landlord's liability shall never exceed the loss of Landlord's equity in Landlord's interest in the apartment building.

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Notices	41.	All notices from Tenant to Landlord must be given by certified mail, return receipt requested. Landlord may give notices to Tenant by email or hand delivery to the apartment or by certified mail, return receipt requested.
Pennsylvania Law/Invalid Provisions	42.	This Lease shall be interpreted and governed by the laws of Commonwealth of Pennsylvania. If any provision in this Lease is determined to be invalid or unenforceable, the remaining portions of the Lease shall remain in full force and effect unless and until they are determined to be invalid or unenforceable by a court.
Tenant's Insurance	43.	<p>TENANT UNDERSTANDS THAT:</p> <p>(A) LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S FAMILY, OR TENANT'S GUESTS (See paragraph (48) OR ANY PROPERTY (INCLUDING VEHICLES) OF TENANTS, TENANT'S FAMILY OR TENANT'S GUESTS LOCATED ANYWHERE (i) IN THE APARTMENT, (ii) IN THE APARTMENT BUILDING OR (iii) ON THE PREMISES.</p> <p>(B) TENANT SHOULD HAVE FIRE AND LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S FAMILY AND TENANT'S GUESTS (See paragraph (48)) WHO MAY BE INJURED WHILE IN THE APARTMENT AND TO PROTECT THE PROPERTY OF ALL OF THEM.</p> <p>Tenant acknowledges that Landlord is not responsible for any damages to Tenant's personal property for any reason whatsoever. Tenant acknowledges that it shall be the Tenant's responsibility to obtain and maintain insurance coverage to protect Tenant's personal property.</p> <p>Tenant hereby relieves and releases Landlord from all liability by reason of any injury and/or damage to any person and/or personal property located in, on or around the demised premises, whether belonging to the Tenant or any other person, which may be caused by any fire, breakage, leakage in any portion of the building of which the demised premises is a part of from any other place, and from any and all other causes.</p> <p>Tenant agrees the Tenant shall assume the responsibility for insuring such personal property and that Landlord shall have NO obligation or duty to provide such insurance coverage on the part of Tenant.</p>
Attorney's Fees	44.	<p>If Tenant or any of Tenants fails to pay rent or fails to meet any of Tenant's other obligations under this Lease, then Tenant shall pay the following to Landlord. Tenant shall pay all expenses which Landlord incurs in enforcing the terms of this Lease against Tenant. This shall include all reasonable attorney's fees and court costs and all other expenses incurred by Landlord. This provision shall apply whether or not Landlord files suit against Tenant. If Landlord does file suit against Tenant,</p> <p>Landlord may sue Tenant to recover all attorney's fees incurred by Landlord and those attorney's fees may be included as part of any judgment entered against Tenant in that lawsuit. This shall be in addition to all other damages and legal remedies which Landlord may seek from Tenant in any lawsuit. If a lawsuit is commenced, the minimum amount of attorney's fees shall be \$150.00 but Landlord shall be entitled to recover Landlord's actual attorney's fees if they are greater than \$150.00. These provisions relating to lawsuits apply to claims for money, claims for possession of the apartment and claims for any other legal or equitable relief which Landlord is entitled to bring against Tenant.</p>
Type or Sign Initials		<p>Tenant's Initials: _____ Tenant's Initials _____ Tenant's Initials _____</p> <p>Surety's Initials: _____ Surety's Initials _____ Surety's Initials _____</p>
This is page 10 of a 12-page Lease		

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| Captions | 45. The captions or titles used in this Lease are for the purpose of convenient reference only. They are not intended to express the full meaning of the paragraphs they introduce. |
| Entire Agreement | 46. THIS LEASE IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT. NEITHER LANDLORD NOR TENANT WILL RELY ON ANY SPOKEN OR WRITTEN PROMISE, MADE BY ANY PARTY, THAT IS NOT WRITTEN IN THIS LEASE. |
| Joint & Several Liability | 47. Each Tenant is liable, both individually and together with all other Tenants, for the legal obligations of every Tenant under this Lease. The law refers to this as “joint and several” liability. |
| Definition of “Tenant’s Guests” | 48. When used in this Lease, the term “Tenant’s Guests” shall mean Tenant’s employees and all persons in the apartment or in the apartment building at Tenant’s invitation or with Tenant’s permission. |
| Mold/Mildew | <p>49. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit. Tenant also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (iv) any inoperable doors or windows. Tenant further agrees the Tenant shall be responsible for damage to the Unit and Tenant’s property as well as personal injury to Tenant and Occupants resulting from Tenant’s failure to comply. A default shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity.</p> |

Tenant acknowledges that Tenant has read and had the opportunity to question the contents of the Mold/Mildew Tip Sheet attached to the Lease.

Date

Type or Sign
Initials

Tenant’s Initials: _____	Tenant’s Initials _____	Tenant’s Initials _____
Surety’s Initials: _____	Surety’s Initials _____	Surety’s Initials _____

NOTICE TO PARTIES: WHEN SIGNED, THIS LEASE IS A BINDING CONTRACT. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice

Email Address to Which All Tenant Notices Should Be Sent: _____

Electronic Signature – By using the computer to type your name and the date on this document (Lease or Addendum), you express your intent to sign the document where required and adopt the typing as your act of signing and your acceptance of the terms of the document and your intention to be legally bound by the terms of the document. You also confirm that typing your name and the date constitutes an acknowledgment that you received and accessed the document (Lease or Addendum) in electronic form (by using your computer).

TENANT (S): MARKS & CO., INC., AGENT

ACCEPTED: _____ By: _____

ACCEPTED: _____ Lease Date: _____

ACCEPTED: _____ Building: Mermont

Apartment #: _____

RULES & REGULATIONS

1. No Tenant shall do or permit anything to be done in the apartment or the apartment building that will interfere with the rights, comforts, or convenience of other tenants.
2. No Tenant shall make any disturbing noises in Tenant's apartment or in the apartment building nor shall any Tenant permit any disturbing noises to be made by Tenant's family or Tenant's guests. No Tenant shall play any stereo or similar device, musical instrument, television or radio, in the apartment or the apartment building, between the hours of 10:30 p.m. and the following 8:30 a.m. if those actions would disturb or annoy other tenants in the apartment building. No Tenant shall permit Tenant's family or Tenant's guests to do these things.
3. No one shall move furniture into or out of any apartment between the hours of 6:00 p.m. and the following 8:00 a.m.
4. No one shall bring anything onto any elevator in the apartment building that is beyond the elevator's carrying capacity or that would pose a danger to anyone else on the elevator.
5. Children shall not play in the public halls, stairways, entrances or elevators of the apartment building and these areas shall not be obstructed or used for any purpose other than for access to and from the apartments. The fire escapes shall not be obstructed in any way.
6. No Tenant shall sweep or throw or permit anything to be swept or thrown out of the windows or doors of the apartment or into any of the halls, elevators, or stairways.
7. Nothing of any nature shall be hung from or placed on the windows, windowsills, balconies, or patios. No tablecloths, linens, rugs, or other articles shall be shaken or hung from any windows or doors.
8. The toilets, sinks and other plumbing apparatus shall not be used for any purpose other than those purposes for which they were constructed. No rubbish, rags or other improper articles may be thrown into them. Any damage resulting from their misuse shall be Tenant's responsibility.
9. No window shades or Venetian blinds shall be placed on any window except those placed there by Landlord.
10. No animals may be brought into the apartment building.
11. All lock changes or additional lock installations must be approved and arranged through Marks & Co., Inc., Agents and will be master-keyed by owner's locksmith at Tenant's expense.
12. No outdoor television, radio or hi-fi antenna or satellite dish installation or connection shall be made without prior written consent of Marks & Co., Inc., Agents, subject to insurance requirements, location, installation, etc.
13. Smoking is not permitted in any of the common areas. Smoking is only permitted in Tenant's apartment, on Tenant's balcony or on the grounds outside the building.
14. No PODS or other storage containers are permitted on the parking lot or anywhere else on the property.

Type or Sign
Initials

Tenant's Initials: _____
Surety's Initials: _____

Tenant's Initials _____ Tenant's Initials _____
Surety's Initials _____ Surety's Initials _____