
RESIDENTIAL LEASE AGREEMENT

Welcome to **SDK Green Acres Homes** apartment community. We are committed to doing our best to provide a quality living environment and have you take pride in your new home. We provide welcome packages to introduce you to area services, social activities to help you get acquainted with your neighbors and regular newsletters to keep you in touch with community activities and other community matters. You will be treated fairly, honestly and courteously by a team of caring and qualified people.

This Residential Lease Agreement (“Lease”) is a contract which sets forth your rights and obligations as a resident of the community and our rights and obligations as the owner of the community.

Landlord
Name: SDK Green Acres Homes LLC Address: 11 Holiday Drive Attn: Leasing Management City: Kingston ST: PA Zip: 18704 Telephone: (570)288-9019

Resident Names
Name: Name:

The words “we”, “us” and “our” in this Lease mean the Landlord.

The words “you” and “yours” in this Lease mean all of the Residents listed above, and also include any occupants listed in paragraph 3 below. The words “Tenants” or “Residents” have been used interchangeably in this Lease.

We agree to rent to you, and you agree to rent from us the apartment known as:

Community Name: SDK GREEN ACRES Apartment Address: Apartment: City: Kingston State: PA Zip: 18704
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The word “Community” in this Lease means the entire apartment complex. The word “Apartment” means your apartment identified above. The addresses set forth above for us and for you are the addresses where notices are to be sent under this Lease.

<p>Lease Date: Lease Term From : to unless earlier terminated pursuant to this Lease Monthly Rent</p> <p>Total Monthly Rent \$</p> <p>Complete Lease Amount</p>	<p style="text-align: center;"><u>Security Deposit Information</u></p> <p>Security Deposit</p> <p><u>Deposited at:</u> M& T Bank</p>
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A. Part A of this Lease sets forth your obligations as Resident:

Rent. You agree to pay us rent in the amount set forth above (on page 2). Rent must be paid in monthly installments on the first day of each month. Rent must be paid in full and no amount may be subtracted from it.

All rent and security deposit payments must be made by check or money order. Rent must be paid at our address set forth on the first page of this Lease, or at such other place as we may notify you in writing.

Any sum you are required to pay us under this Lease in addition to monthly rent shall be additional rent.

Late Fees. If you fail to pay the rent in full before the end of the 5th day of the month, you will pay us, as additional rent, a late fee of \$25.00. The late fee is due on the 6th day of the month. If rent remains unpaid by the 10th of the month, you will owe an additional \$25.00, for a total of \$50.00 for that month. We do not waive the right to require payment of rent in full on the date it is due.

Returned Checks. You will pay us, as additional rent, a fee of \$25.00 for all returned checks. If your rent check is returned, you will pay the rent and the applicable late fees and charges by money order or certified check. If your rent check is returned more than three (3) times in any twelve (12) month period, we may require that you pay all rent and other charges by money order or certified check.

Habitual Late Payment of Rent. You acknowledge that your habitual late payment of rent is a material default under this Lease, even if you eventually pay the rent. We are entitled to terminate this Lease for your failure to pay rent on time on more than two (2) occasions within any six (6) month period.

Transfers: If you wish to transfer to a different apartment within the complex, there is a 1/2 (half) month transfer fee due up front. You will also be required to sign a new one year lease.

B. Part B of this Lease sets forth our obligations as Owner:

1. **Utilities and Amenities.** We will provide and pay for the following in the Apartment:

Water Electricity Gas Heat Cable Furniture
 Sewer Trash Fitness Ctr. Pool

2. **Return of Security Deposit.** Your security deposit will be returned to you after your Lease has ended and if you have met the following conditions:

- a. You have vacated your Apartment;
- b. You have paid the rent and other charges due under the Lease;
- c. You have given us written notice of vacating at least 60 days prior to the expiration of the lease. The apartment has to be vacated by 12:00 PM on the last day of the month;
- d. You have removed your personal property and have left the Apartment in good and clear order, except for ordinary wear and tear;
- e. All keys (apartment keys-all sets, access cards, mail box keys) are returned to the office.
- f. Forwarding address has been provided in writing to the office.
- g. Security deposit will not be refunded if lease breakage has occurred.

If we retain some or all of your security deposit, we will notify you at the forwarding address you provide of the reasons we withheld part or all of your security deposit. We will send you notice and/or return your security deposit within the time set forth on Schedule A to this Lease.

3. **Entering the Apartment.** We may enter your Apartment in order to make repairs or inspect or to show the Apartment to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workmen or contractors. We do respect your privacy and will attempt to notify you before entering your Apartment, except in cases of emergency. We may enter the Apartment at any time without your consent, at our sole discretion, in case of emergency. You acknowledge that in some cases we will need to enter your Apartment to handle an emergency or make ordinary repairs to another apartment or part of the building in which the Apartment is located. If you contact us to request a repair, then we are not required to notify you of our responding service call.

The owner may show the apartment to rental applicants at reasonable hours on notice to you within 2 months before the end of lease term.

4. **Repairs.** We will promptly respond to your maintenance requests and will correct any routine maintenance items within twenty-four (24) hours or on the next business day. However, our responsibility to make repairs is limited as described in Part D, Section 9 below.

5. **Insurance.** We will insure the Community in accordance with reasonable commercial practices.

Please note that we do not insure your personal property and you must obtain renter's insurance in order to have coverage for your personal property. Note also that our insurance will not cover your time and inconvenience in the event of damage or destruction to the Apartment or the Community.

Agreed and Understood:

Residential Initial: _____ **Date:** _____ **Residential Initial:** _____ **Date:** _____

Residential Initial: _____ **Date:** _____ **Residential Initial:** _____ **Date:** _____

6. **Delivery of Possession.** We will deliver the Apartment to you as of the beginning date of the term. If the Apartment is not ready for you to move in as of that date, you may terminate this lease. Alternatively, if you wish to wait until the apartment is ready, you will not have to pay rent until we notify you that the Apartment is ready. When we notify you that the Apartment is ready, your obligation to pay rent shall begin.
7. **Condition of Apartment and Community.** The Apartment will be clean and habitable and prepared to your satisfaction when you move in and we will maintain the Apartment in habitable condition during the term of the Lease. We will maintain common areas and parking areas within the Community.

C. Part C of this Lease sets forth your obligations as Resident:

1. **Security Deposit.** You have deposited with us the amount set forth above (on page 2) as a security deposit. Your security deposit will be held in an account in M&T BANK.

Interest on your security deposit, if any, will be paid in accordance with our policy and applicable state law, as set forth on Schedule A to this Lease. Payment of interest on your security deposit may be modified in accordance with changes to state laws, and we will notify you of any such changes.

You may not elect to use the security deposit as payment for any rent that you owe under the Lease.

2. **Use.** You will use the Apartment only for dwelling purposes. You represent to us that the following persons (and no others) will occupy the Apartment:

Add names here:

You must advise us immediately in writing of any change in the occupants. Subletting the Apartment requires our consent as described in Part A, Paragraph 4 below.

3. **Assignment and Sublet.** You will not assign (i.e., transfer) this Lease or sublet the Apartment without our written consent. If you assign the Lease or sublet the Apartment, you will not be relieved from your obligations (including paying rent) under this Lease. Check with your property manager regarding conditions and fees which apply when you ask us to consent to an assignment or sublease.
4. **Utilities.** You will pay all utility bills and security deposits required by providers of utilities for the Apartment that are not provided by us. (See Part B, Section 1)
5. **(a)Maintenance, Repairs and Alterations.** You will keep the Apartment and equipment and appliances in clean, orderly and safe condition. You will not do or permit to be done any repairs, alterations, additions, improvements, painting, decorating or wallpapering in the Apartment or in the Community without our prior written consent. If you make any alterations or additions without our consent, we can require you, at your cost, to remove the alterations or additions and return the Apartment to its condition prior to the alterations or additions. If you make any alterations or

additions with our consent, those installations will become our property. If you or your family, guests, visitors or pets damage the Apartment or the Community, you will pay us upon demand the cost of such repairs as additional rent.

(b) Floor Coverings Tenant acknowledges and agrees that the apartment is being supplied with wood floors. In the event Landlord has provided floor covering, (i.e. linoleum or carpeting) Tenant shall maintain/replace any damaged coverings at Tenant's sole cost and expense with the approval of color/style by the Landlord.

6. **Compliance with Laws.** You will comply with all laws and regulations concerning the Apartment and the Community. You will also require your family, guests or visitors to comply with any laws or regulations in the Apartment or the Community. You will pay us as additional rent the amount of any fines or penalties we are required to pay because you or your family, guests, visitors or pets violate any law or regulation affecting the Apartment or the Community.
7. **Compliance with Rules and Regulations.** You agree to comply with the Community Rules and Regulations, which are attached to this Lease as Schedule B. We may, upon thirty (30) days notice to residents of the Community, modify the rules, add new rules or delete rules. The Community Rules and Regulations are made a part of this Lease and a breach of any Community Rule or Regulation will be a default under this Lease.
8. **Peaceful Enjoyment.** You will conduct yourself and require your family, guests and anyone you invite into the Community to act in a manner that will not disturb your neighbors' peaceful enjoyment, the Community staff or the operation of the Community. You agree not to make loud noises, disturbances, odors, nuisance or do anything else which interferes with or disturbs the rights, comfort or convenience of other residents or which interferes with or disturbs the Community staff. We are entitled to determine in our sole judgment whether you have violated this section.
9. **Renter's Insurance.** You are urged to carry renter's insurance on your personal property as we cannot and do not insure your personal property against loss. We will insure the Community in accordance with reasonable commercial practices.

Please note that we do not insure your personal property and you must obtain renter's insurance in order to have coverage for your personal property. Note also that our insurance will not cover your time and inconvenience in the event of damage or destruction to the Apartment or the Community. Tenant is required to obtain "Renters" insurance. Tenant agrees to hold both the Landlord and Managing Agent and their employees harmless from suit due to personal injury by the Tenant, Tenant's family and Tenant's guest while in the building or on the grounds, and Landlord shall be named as an additional insured party on any insurance Policy(s) procured by the Tenant relative to the demised premises. Furthermore, Tenant must obtain its own insurance coverage for its personal property and belongings. Those items are not covered by Landlord's insurance policy.

In Compliance with P.L. 1974, Chapter 48(C 46:8-36 et seq.), please be advised that crime insurance through the Federal Crime Insurance Program of Title 6 of the Housing and Urban Development Act of 1970 is available to the tenants, through their own expense and through their own Insurance Company. It may provide protection against fire, theft, and water damage, etc., etc.

10. **No Pets** - Pets are not allowed in your Apartment without our written approval. An addendum to the lease "Pet Agreement" must be completed and attached with any approval to keep pets in apartment.

Having an unauthorized pet in the Apartment is a default under this Lease, except for guide dogs or other assistance animals for disabled residents.

D. Part D of this Lease sets forth other provisions and other obligations of yours and ours.

1. **Damage to Apartment or Community.** If the Apartment is so damaged by fire, storm or other casualty that it is uninhabitable, then this Lease shall end as of the date of the casualty and rent shall be paid up to the date you vacate the Apartment.

However, if the Apartment is damaged by casualty but remains habitable, then this Lease shall continue, but your rent shall be reduced in proportion to those rooms within the Apartment which are not habitable until the Apartment has been repaired.

Decks or balconies and other nonessential elements of the Apartment shall not be counted in determining the habitable parts of the Apartment.

If any part of the Community is damaged by casualty, even if the Apartment is not damaged, we have the right upon thirty (30) days' notice to you to end this Lease. The Lease will end as of the date specified in our notice to you and you will vacate the Apartment on or before that date.

If the Apartment or any part of the Community is damaged or destroyed by fire or other casualty resulting from any negligent act by you or any of your family, guests or visitors, you are liable to us for the costs of any such damage and you shall upon demand pay us such costs as additional rent.

2. **Condemnation.** If any part of the Community is condemned by a governmental authority, we have the right upon thirty (30) days' notice to you to terminate this Lease. The Lease will terminate as of the date specified in our notice to you and you will vacate the Apartment on or before that date. You will not be entitled to any payment from the government because of such condemnation except for moving expenses, if applicable.
3. **Notice to Vacate at End of Lease Term.** You must give us at least 2 months written notice of your intention to vacate the Apartment at the end of the term. If you fail to give this notice, you may be held liable for at least one additional month's rent. Notices you give us under this section are not effective until the first day of the following month. For example, if you give us notice on April 21, your notice is not effective until May 1. In this example, you would give notice before May 1 in order to advise us that you will leave by the end of June. However, please note that you are not permitted based on this section to give us notice that you will leave prior to the end date of this Lease (on page 2).
4. **End of Lease Term.** You shall vacate the Apartment at the end of the term of the Lease. You must remove all items of personal property and leave the Apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order, except for ordinary wear and tear, may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the Apartment shall become our property and we may dispose of that property at your cost, as permitted by law.

5. **Failure to Vacate at End of Lease Term.** In the event you do not vacate the Apartment at the end of the term, we may use legal process to remove you. Or, if we accept rent for any period after the end of the Lease term, then you shall be deemed a holdover Resident and your tenancy shall be month-to-month, with monthly rent at the current market rate plus an additional monthly fee of \$50.00. Either you or we can terminate the month-to-month lease as of the last day of any calendar month by giving one calendar month's written notice to the other party.
6. **Default.** You will be in default under this Lease if you do any of the following:
- a) You fail to pay rent or additional rent on time; or
 - b) You assign this Lease or sublet the Apartment without our written consent; or
 - c) You violate any term of this Lease or the Rules and Regulations or you fail to do the things you agree to do under this Lease; or
 - d) You or your family, guests or visitors engage in illegal, improper or objectionable conduct.

Consequences of Default. If you are in default for any of the above reasons- All parties waive any notice to vacate/ to quit, and the landlord can immediately file landlord/tenant action. On or before that date you must leave the Apartment and give us the keys along with your forwarding address. However, you remain responsible for all rent, additional rent and other charges.

If your Lease is terminated or you fail to pay rent or additional rent on time, we may turn you over to a collection agency and/or we may bring legal action against you to recover possession of the Apartment and any money you owe us.

Consequences of Early Termination of Lease. If the Lease is ended or you vacate the Apartment before the end of your Lease term, rent and additional rent for the remainder of the Lease term will become immediately due and payable. If we re-rent the Apartment to a new resident before your Lease term has ended, any rent we receive will be applied as a credit to the money you owe us. Please check Schedule A and with your Community office for any special provisions which may allow you to terminate your Lease early. You will be responsible for the costs of making the Apartment ready for a new resident at an earlier date than we planned, including but not limited to, repainting, repairing and advertising costs; your security deposit will be retained to help cover these costs. In addition, you will be required to pay us a re-rental fee of one half months rent.

Early Termination by Military Personnel

If tenant is a person who is on active duty with the United States Military and subsequently receives permanent change of station orders or temporary duty orders for a period in excess on 3 months, this lease may be terminated under the following conditions

- a) The tenant may provide to the landlord a full 30 day written notice to vacate because of his/her orders.
- b) The written notice must be accompanied by one (1) copy of the official orders which will be interpreted only in terms of reporting date and reporting location.
- c) At such time as the above described notice and orders are delivered to landlord, all rent payments through Tenant's intended lease termination date must be paid in full. This notice will not be valid unless accompanied by such payment.

In addition, Tenant is responsible for any physical damage to the apartment or the community caused by any act or omission of Tenant, ordinary wear and tear excepted.

7. **Legal Expenses.** If permitted by law, you will reimburse us for all of our court costs and reasonable attorneys' fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with any of your obligations under this Lease). Such costs and fees will be additional rent.

8. **Notice.** If you wish to give us notice, you must do so in writing and by personal delivery or certified or registered mail, return receipt requested, at the Community address listed on the first page of this Lease or at such other address as we may, from time to time, designate.

If we wish to give you notice, we may do so by delivering the notice to your Apartment or by mailing the notice to you at your Apartment. If more than one person is listed as Resident, one notice will be sufficient for all Residents.

9. **Limited Liability.** We are not liable for any loss, expense or damage to you, your family, friends or invitees for any personal injury or property damage, unless such damage or injury resulted from our negligence or the negligence of our employees, contractors or agents. Our failure to make repairs or to make repairs on time or to otherwise perform as required by this Lease is excused in all circumstances when caused by natural disaster, labor disturbance or other events beyond our control.

10. **Miscellaneous.**

a) You represent that all statements you made on your application and in this Lease are true and correct. You will be in default under this Lease if any statement you made is or becomes untrue.

b) If more than one of you signs this Lease, then each of you agrees to be jointly and severally liable for your obligations under this Lease. This means that we can collect the full amount of rent owed from any one of you.

c) Our failure to enforce any provision of this Lease shall not prevent us from enforcing such provision at a later time.

d) This Lease may be changed only by a written agreement signed by both parties, except the Community Rules and Regulations (Schedule B to this Lease) which may be modified by us as described in Schedule B.

e) This Lease is binding on you and us and our respective successors, assigns, heirs, executors, administrators and personal representatives.

f) If any provision of this Lease is unenforceable, the rest of the Lease will be unaffected.

g) This Lease is and shall be subject and subordinate to all ground and underlying leases and to all mortgages, which may now or later affect such leases or the Community and to all renewals, modifications, consolidations, replacements and extensions of any leases or mortgages.

10. **Schedules.** The following schedules are attached hereto and are made part of this Lease:

- Schedule A State Law Provisions
- Schedule B Community Rules and Regulations
- Schedule C Lead Based Paint Disclosure Statement
- Schedule D Guaranty
- Schedule E Lease Termination Addendum
- Schedule F Mold and Mildew Addendum
- Schedule G Consent to Use Photo/Video for Advertising

You (Resident)

Resident Name Date

Resident Name Date

Resident Name Date

Resident Name Date

Us (SDK Green Acres Homes LLC)

Date

STATE LAW PROVISIONS**PENNSYLVANIA**1. Interest on Security Deposit.

If we require a security deposit in excess of \$100, then starting on the third year of your Lease we will pay you interest on your security deposit, less a 1% administrative fee, to be paid annually on the date of your Lease.

2. Timing of Return of Security Deposit.

Within thirty (30) days after the termination of your Lease or your surrender of possession of the Apartment, whichever first occurs, we will return your security deposit and any unpaid interest, less any allowed deductions. If any part of your security deposit is withheld, we will notify you in writing at the new address you provide of any damages to the Apartment for which we claim you are liable.

3. Plain Language Lease.

This Lease has been pre-approved by the Office of the Attorney General of the Commonwealth of Pennsylvania in accordance with the Pennsylvania Plain Language Consumer Contract Act. In the opinion of the Office of Attorney General, a pre-approved consumer contract meets the Test of Readability under 73 P.S. Section 2205 of the Plain Language Consumer Contract Act. Pre-approval of a consumer contract by the Office of Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contents or legality of the contract.

SCHEDULE B
COMMUNITY RULES AND REGULATIONS

Use of Apartments and Common Areas

For the protection and safety of all Residents and their families, guests and invitees, the following rules apply to apartments and common areas:

1. Common areas, sidewalks, entrances, lobbies, hallways, elevators or stairways of the Community will not be used for any purpose other than entry and exit. Furniture, equipment or personal articles will not be placed or stored in any common areas, permanently or temporarily. We may remove any such items at any time, at your expense, including any storage costs.
2. All equipment located in the Apartment or in the Community will be used in a reasonable and careful manner. Equipment includes such things as toilets, sinks, electrical, plumbing, heating, ventilating, air conditioning, building access system, elevators, appliances or other facilities. If you or your family, guests or visitors use any equipment in a manner which causes damage to the equipment, you shall be responsible for the costs of repairing or replacing it.
3. In accordance with federal regulations, satellite dishes one meter or less in size are permitted within the area leased exclusively by you; however, our permission is required for bolting or otherwise affixing any dish or mounting apparatus to any part of the building including any railing or balcony. In no event may any satellite dish of any kind be placed on the roof or exterior of any building, or any other part of the Community not within the exclusive possession of a resident, without our written consent.
4. Holes will not be drilled in the Apartment without our prior written consent, nor will any nails, hooks or screws be used on any floors, doors, windows, tub, shower, appliances or fixtures in the Apartment.
5. Nothing will be fastened to the floors, doors, windows, walls, appliances or fixtures in the Apartment or the exterior walls or porches of the buildings. The balcony or terrace of the Apartment will not be altered, nor will the balcony or terrace be used for storage of personal property.
6. No towels, rags, rugs, laundry or other items will be hung from any balcony or terrace, nor will anything be thrown or dropped from the windows, balcony or terrace.
7. Nothing will be brought into the Apartment or Community which increases the risk of fire or liability. Things which would cause an increased risk of fire include flammable oils, fluids, propane, benzene, gasoline, kerosene or other hazardous materials.

8. Cooking or barbecuing is not allowed on 2nd floor balcony or within 15 feet of any building, except as expressly permitted by your Community.
9. No sign, advertisement or notice visible to the outside will be placed on the outside or inside of any apartment or building in the Community.
10. Locks on the doors leading to the Apartment may not be added or changed without our consent. We will have a key to every lock at all times and every lock will be compatible with the master key system for the building. If you get locked out of your apartment after business hours there will be a \$20.00 charge due immediately.
11. Items which weigh more than we determine is reasonable for the floor loading of the Apartment are not permitted. You must check with us before bringing heavy items (i.e., waterbeds, safes, etc.) into the Apartment and other requirements may apply.
12. Use of the Laundry Rooms is during the hours of 8AM to 9PM.

Actions of Residents

So that all Residents of the Community may peacefully enjoy their Apartments and to improve the quality of life for everyone, the following rules apply:

1. Pets are not allowed in the apartment .
2. All residents will conduct themselves and require their family, guests and anyone they invite into the Community to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment or Community staff or constitute a nuisance. Noise or odors or any other action or condition which causes unreasonable disturbance to other residents or Community staff or interferes with the rights, comforts or convenience of other residents or Community staff are not permitted.
3. You are responsible for the conduct of your family, friends, guests and anyone whom you invite into the Community. Acts of family, friends, guests and invitees in violation of this Lease may be deemed a default by you under this Lease.
4. We will make reasonable efforts as the law permits us to stop neighbors from disturbing your peace, but we cannot be responsible for controlling the actions of other residents or their families or guests or of uninvited persons. If you are seriously disturbed by activities at your neighbor's apartment, please call the police.
5. Trash will be disposed of in designated places and not in halls, stairways, balconies or laundry rooms.
6. If the Community has a pool, you may use the pool but you must pay any required fees, you must use reasonable caution and for your safety you must obey all posted pool rules and regulations. Children under age 16 must be accompanied by an adult at the pool.

7. Games, sports and other recreational activities are permitted only in designated areas. All posted rules and regulations must be obeyed including the days and hours that recreational facilities may be used.
8. We may at any time discontinue any recreational services or close down facilities either temporarily or permanently. You understand that our providing recreational facilities is not a condition of your Lease.

Motor Vehicles

For the safety of all residents the following motor vehicle rules apply:

1. The parking and traffic regulations posted on any private streets, roads or drives must be obeyed.
2. Parking areas will be used only to park motor vehicles and for loading or unloading of motor vehicles.
3. All ordinances regarding fire lanes will be obeyed. Any vehicle parked in a fire lane, no parking area or blocking a fire hydrant, refuse container, another vehicle, sidewalk, lawn or otherwise illegally or improperly parked may be towed by us without notice at the vehicle owner's expense. Neither we nor our management agent, employees or contractors shall have any liability for any damage or theft of vehicles in connection with the removal of a vehicle.
4. Oversized vehicles, commercial vehicles, recreational vehicles, boats or trailers or other oversized vehicles may not be parked in the Community without our consent.
5. We may remove any vehicle at the owner's expense if it reasonably appears to us that the vehicle is abandoned, inoperable, does not display an inspection sticker and/or license plates, or the inspection and/or registration is expired.
6. Repairs to vehicles are prohibited on the Community, except emergency repairs.
7. Vehicles may be washed only in designated areas. If there is no designated area, then washing vehicles is not allowed.

We may rescind or change any of these rules or adopt new rules and after thirty (30) days notice of any new rules to residents, such new rules shall have the same force and effect as if originally made part of this Lease.

I UNDERSTAND AND AGREE TO COMPLY WITH THE ABOVE RULES AND REGULATIONS.

Resident

Date

Resident

Date

**SCHEDULE D
GUARANTY**

1. Reason for Guaranty. I know that the Owner would not rent the Premises to the Resident unless I guarantee Resident's performance. I have also requested the Owner to enter into the Lease with the Resident. I have a substantial interest in making sure that the Owner rents the Apartment to the Resident.
2. Guaranty. The following is my guaranty: I guaranty the full performance of the Lease by the Resident. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
3. Changes in Lease have no effect. This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.
4. Waiver of Notice. I do not have to be informed about any default by Resident. I waive notice of nonpayment or other default.
5. Performance. If the Resident defaults, the Owner may require me to perform without first demanding that the Resident perform.
6. Changes. This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.
7. Resident. The word "Resident" in this Guaranty shall include all persons who are Residents under the Lease.

Date: _____

Guarantor

Address of Guarantor

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____, to be the person mentioned and described in, and who executed, the foregoing guaranty, and (he)(she) acknowledged to me that (he)(she) executed the same.

Notary Public

SCHEDULE E Lease Termination Addendum

This Addendum to the lease date between , tenant, and SDK Green Acres Homes LLC, known as Landlord, is incorporated in and made a part of aforesaid Lease. It is agreed between parties hereto that

1. In consideration of Landlord agreeing to release Tenant from the aforesaid Lease prior to its expiration date (as the same may have been renewed or extended), Tenant agrees to the following:

- a) Tenant agrees to pay any and all outstanding rent which may be due and owing, at the time of the intent to vacate notice; and
- b) Tenant agrees to give to Landlord sixty (60) days notice of intent to vacate, by Certified mail...
- c) Tenant agrees to pay Landlord and additional Lease Termination Fee of
 - (i) **Amount equal to 2 months of rent if the Lease Termination occurs in the 1st year of this Lease.**
 - (ii) **Amount equal to 1 month of rent if the Lease Termination occurs after the 1st year of this Lease, unless otherwise agreed to in writing.**
- d) Tenant agrees to reimburse Landlord for \$ 0.00 which is the total value of the rental concession granted upon signing the above mentioned Lease Initial)

- 2. All monies will be due and payable prior to Tenant moving out.
- 3. The Security Deposit and disposition of the same shall be handled separate and apart from the Lease Termination Fee and shall not be construed to be part of Lease Termination Fess.
- 4. In the event Tenant shall abandon or vacate the premises before the end of the term or fail to pay rent promptly when due, the Premises or any part thereof maybe repossessed by Landlord and relet upon terms satisfactory to it, and Tenant shall be liable for deficiency resulting there from. Tenant’s liability for deficiency includes but is not limited to painting, cleaning and repair costs. Landlord may apply Tenant’s Security Deposit to rectify any damages caused by Tenant’s vacating or abandonment. Application of the Security Deposit shall not waive or limit Landlord’s right to further hold Tenant liable for costs and damages, losses or injury therein due.
- 5. This Addendum shall supersede the Abandonment Clause now contained with the aforesaid Lease.

	Date		Date
Landlord		Resident	
			Date
		Resident	

SCHEDULE F

Mold and Mildew Addendum

This Mold and Mildew Addendum (“the Addendum”) dated _____ is attached to and made a part of the lease dated (“the Lease”) by and between SDK Green Acres Homes LLC (“Landlord”) and _____ (“Tenant”) for apartment number (“the Apartment”) _____, Apt _____, Kingston, PA 18704.

Tenant acknowledges that it is necessary for them to provide appropriate moisture control, keep the apartment clean and dust the Apartment on a regular basis, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant agrees to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating ventilation or air conditioning ducts in the Apartment. Tenant also agrees to immediately report to the management office:

1. Any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common areas.
2. Any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
3. Any failure or malfunction in the heating, ventilation or air conditioning unit in the Apartment.
4. Any inoperable doors or windows.

Tenant further agrees that they shall be responsible for any damage to the Apartment or Tenants property or any injury to Tenant, other occupants of the Apartment, and other any other Tenant or other occupants of the community resulting from Tenants failure to comply with the rules and regulations of this Addendum.

Any failure to comply with any provision of this Addendum shall be deemed a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purpose of the Lease.

Landlord	Date	Resident	Date
		Resident	Date

Schedule I

Consent to use Photo/Video For Advertising

I hereby consent to the use by SDK Green Acres Homes, LLC, its affiliates, subsidiaries, officers, agents and employees (collectively, "SDK Green Acres Homes, LLC") of any photographs and/or video in which I appear, my name, and my words, whether reproduced in written, video or other form, for SDK Green Acres Homes, LLC advertising purposes and I thereby release SDK Green Acres Homes, LLC from all liability in connection with such use.

Date

Date

Date

Date

Date

Date