

# PENNSYLVANIA APARTMENT LEASE

Prepared for use in Pennsylvania by Frank n. Tobolsky, esq.  
Adapted from Blumberg forms drafted by Arnold Mandell, esq.

**Notice to Tenant: If you do not meet your Lease obligations the Landlord can go to court to evict you from your home, sue for rent and other expenses, and keep your security deposit. If the Landlord wins (gets a money judgement against you), the Landlord can use the court process to take your personal goods, furniture, motor vehicles and money in banks. By signing this Lease, you give up rights to trial by jury and other important rights.**

## Terms of this Lease:

Lease Date: \_\_\_\_\_

Union Real Estate Company, Agent for Beverly Court

**LANDLORD:** Apartments, LLC, a Pennsylvania limited liability company

**Term Length:** \_\_\_\_\_

**Yearly Rent:** \$ \_\_\_\_\_

**Address for Notices:** 301 Grant Street, Suite 1250

**Monthly Rent:** \$ \_\_\_\_\_

Pittsburgh, PA 15219

**begins** \_\_\_\_\_

**Security:** \$ \_\_\_\_\_

**TENANT:** \_\_\_\_\_

**ends** \_\_\_\_\_

**Late Fee: \$50.00**

### Landlord Pays for:

water  electric  lawn maintenance

sewer ~~++oil~~  snow removal

gas  extermination  Other: \_\_\_\_\_

**APARTMENT:** SAMPLE

SAMPLE ADDRESS

Pittsburgh, PA 15216

**Rider of 1 page(s) attached is part of this Lease.**

**Bank for security Deposit**

PNC

**Broker:** \_\_\_\_\_

**1. Use Only Tenant(s)** named above may use the Apartment, as a private residence.

**2. Possession** Rent starts when the Term begins. However, if Landlord cannot give possession, rent starts when possession is available. If Landlord cannot give possession within a reasonable time, Tenant may cancel and obtain a refund of money deposited. Landlord will tell Tenant when possession is available. Tenant must occupy when possession is available. The end date of the Term does not change. If Landlord cannot give possession, or gives possession late, Landlord has no liability.

**3. Rent** Tenant must pay monthly rent in full by the first day, at Landlord's address. Landlord need not notify Tenant to pay the rent. Tenant will pay the first month's rent (and any part of a month's rent) when signing this Lease.

**Added Rent** Other charges under this Lease are added Rent. Tenant will pay added rent with the next monthly rent.

**Late Charge** Tenant will also pay the late charge if more than 5 days late. Landlord still has all other legal rights and remedies.

**4. Term** The Term ends on the end date stated above. Notices are not needed. However, if Tenant stays or leaves property in the Apartment after the Lease ends, Tenant must also pay Landlord double the rent amount. Those damages are not considered rent and Tenant has no rights to the Apartment. Landlord still has all other rights and remedies.

**5. Notices** The parties must put all bills, statements, approvals, consents, permissions, agreements and notices in writing. Landlord must deliver or mail them to the Apartment. Tenant must deliver or mail them to Landlord's Address for Notices. The parties must give them by (a) certified mail, return receipt requested, (b) hand delivery with written receipt or (c) a nationally-recognized overnight courier. Electronic communication is also acceptable as per Section 39.4 below.

Each party must accept and claim them. Landlord will notify Tenant if Landlord's address changes.

**6. Security** Tenant gave security to Landlord in the above amount. The Bank holds the security. Landlord will tell Tenant where the security is.

If Tenant fails to timely perform any obligation (such as paying rent on time), Landlord may use the security. If Landlord uses the security, Tenant will replace it. That replacement amount is added rent. Landlord must always have at least the amount of security stated above.

If Tenant:

- performs all agreements made in this Lease,
- pays rent and added rent on time, and
- leaves the Apartment in good condition when the Term ends,

then Landlord will return the remaining security. Tenant may not use security to pay rent.

Landlord may deposit the security anywhere the law allows. If Landlord sells or leases the Building to someone else (a "successor"), Landlord may give the security to the successor. In that case, Landlord is not responsible for the security. Tenant gets back the security only from the successor.

**7. Utilities and services** Tenant will arrange for all utilities and services. Landlord pays only for the utilities or services stated above. Tenant pays for all others. Landlord has no obligation for any utilities or services, even if Landlord pays for them. Tenant must not use more electric than the Apartment or the Building can safely handle.

Landlord may supply equipment or appliances. If Tenant causes damage, Landlord may repair at Tenant's expense. The repair cost is added rent.

No appliances are allowed unless Landlord installed or approved them.

Tenant may not install: washing machines, dryers, freezers, ~~air conditioners~~, heaters, ventilators, bidets, or other appliances.

Landlord may stop any system (like venting, plumbing, heating, elevator, air conditioning, or electricity) due to accident, emergency, repairs or changes, until the work is complete.

**8. Changes** Tenant must get Landlord's prior written consent to install, change or paint: paneling, flooring, "built

The Office of the Attorney General has approved this lease as complying with the Pennsylvania Plain Language Consumer Contract Act. In the opinion of the Office of Attorney General, a preapproved consumer contract meets the test of readability under 73 P.S. Section 2205 of the Plain Language Consumer Contract Act. Preapproval 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.



in” decorations, partitions, railings, walls or wall- paper. Tenant must not change or damage the systems (like plumbing, ventilating, ~~air conditioning~~, elevator, electric or heating). If Landlord agrees, changes and installations become the Landlord’s property when complete and paid for. They must stay in the Apartment at the end of the Term.

Landlord can require Tenant to remove them before the end of the term. If Landlord wants them removed, Landlord will notify Tenant at least 15 days before the end of the Term. Tenant pays all costs to comply. Landlord is not required to do or pay for any work, unless stated in this Lease.

Tenant must not cause debts or charges (“liens”) against the Apartment or Building. Tenant must pay and remove any lien within 20 days.

**9. Repairs** Tenant must take good care of the Apartment and all systems, equipment and property. Landlord will repair the plumbing, heating and electrical systems, unless Tenant caused the damage or was negligent. If so, Tenant must make and pay for all repairs and replacements. If Tenant does not, Landlord may. Landlord’s costs are added rent. Tenant must get Landlord’s written consent to make the repairs and replacements.

**10. Fire, accident, defects, damage** Tenant must give Landlord immediate notice of fire, accident, damage, pests, or dangerous or defective condition. If fire or other mishap makes the Apartment unusable, no rent is due while unusable (as long as not caused by Tenant). If Tenant can use part of the Apartment, Tenant must pay rent for the usable part. Landlord may decide which part is usable.

If the Apartment or Building is damaged, Landlord may cancel the Lease. If Landlord decides to cancel, Landlord will notify Tenant within 30 days after the damage. If not, Landlord has a reasonable time to repair. This includes delays such as settling insurance claims, weather, public authorities, Tenant’s act or neglect, obtaining estimates, labor or supply problems, or any other cause not fully within Landlord’s reasonable control.

If Tenant (or Tenant’s family member, employee, guest or other person) caused the damage, then Tenant will make and pay for all repairs. Tenant must still pay full rent with no adjustment. Repair costs are added rent.

If canceled, the Lease ends 30 days after Landlord’s cancellation notice. Tenant must leave the Apartment by the cancellation date and pay all rent due through the damage date.

If not cancelled, Landlord only repairs equipment that Landlord originally installed.

**11. Landlord not responsible** Landlord is not liable for loss, expense or damage to any person or property. Landlord is not liable to Tenant for permitting or refusing anyone into the Building.

Tenant must pay for Landlord’s damages and expenses due to any act or neglect of Tenant. If a lawsuit is brought against Landlord, Tenant must pay for Landlord’s defense. Landlord may choose its attorney.

Tenant is also responsible for all acts or neglect of Tenant’s family, employees, guests or others in the Apartment.

**12. Entry by Landlord, signs** Landlord may enter the Apartment to: repair, inspect, exterminate, install, maintain, replace or perform work. Landlord may show the Apartment to potential renters, possible buyers, lenders or investors (of the entire Building or land, or for the Apartment). Landlord will try to give reasonable notice, except in emergency. Landlord may place “for sale” or “for rent” signs on the Apartment or Building.

**13. Transfer and sublease** Tenant must not transfer this Lease, or sublet (lease to another) the Apartment, or allow others to use the Apartment.

**14. Priority** This Lease and Tenant’s rights are lower than all present and future:

- (a) leases for the Building or the land,
- (b) loans on the leases, Building or land,
- (c) agreements securing money paid or to be paid to a lender (“security agreements”), and
- (d) terms, conditions, renewals, changes of any kind and extensions of the loans, leases or security agreements.

Tenant must sign any papers Landlord requests to show this. Tenant allows Landlord to sign those for Tenant.

**15. Recognizing new Landlord** A new owner may want Tenant to remain as a tenant under this Lease. If the new owner requests, Tenant will sign an agreement recognizing that.

**16. Taking Property** “Condemnation” means a legal authority can take the Apartment, Building or land by paying Landlord. If all of the Apartment, Building and land is taken, the Term and Tenant’s rights end when the authority takes title. If only part of the Apartment, Building or land is taken, Landlord may end this Lease by giving Tenant at least 30-days’ notice.

If canceled, Tenant must give the Apartment to Landlord on the cancellation date, along with all rent due to that date. The entire payment for any taking belongs to Landlord. Tenant gives Landlord any rights Tenant has to payment.

**17. Construction or demolition** Construction or demolition may occur in or near the Building. This does not affect Tenant’s agreements in this Lease, even if it interferes with Tenant’s ventilation, view or enjoyment.

**18. Tearing down the Building** If the Landlord wants to tear down the entire Building, Landlord may end this Lease by giving Tenant six (6)-months’ notice.

**19. Landlord not legally responsible for Tenant’s property** Landlord is not responsible for (a) loss, theft or damage to Tenant’s property or (b) injury caused by Tenant’s property or its use. Landlord does not carry insurance for Tenant’s personal property including packages and other deliveries or for Tenant’s legal responsibility. Tenant will obtain and pay for that insurance.

**20. Playgrounds, pool, parking and other recreation areas** Landlord may give Tenant permission to use a playground, pools and parking or other recreation area. Tenant will use the area at Tenant’s own risk and must pay all fees. Landlord may cancel permission at any time.

**21. Sidewalks, steps, terraces and balconies** This Lease applies to the Apartment’s sidewalks, steps, terrace or balcony. Landlord may make special rules for the sidewalks, steps, terrace and balcony. Landlord will tell Tenant of the rules.

Tenant must keep the sidewalks, steps, terrace and balcony clean and free from ~~snow, ice, leaves~~, garbage, debris and other objects. Tenant must keep all screens and drains in good repair. No cooking is allowed on sidewalks, steps, terrace or balcony.

Tenant may not keep plants, or install a fence or any addition, on the sidewalks, steps, terrace or balcony. If Tenant does, Landlord may remove and store them at Tenant’s expense. Lessee may not barbeque or operate cooking equipment on porches or balconies. Tenant must keep the side- walks, steps, terrace and balcony in good repair. Hallways must be free and clear of any objects.

**22. Tenant’s certificate** When Landlord requests, Tenant will sign a certificate that states:

- (a) this Lease is in full force and unchanged (or how it was changed);

- (b) Landlord fully performed all obligations and Tenant has no claim against Landlord;
- (c) Tenant is fully performing all Lease terms;
- (d) rent and added rent are paid to date; and
- (e) any other statement Landlord reasonably requires.

**23. Correcting Tenant's broken Lease terms** If Tenant does not timely correct a broken Lease term, Landlord may correct it at Tenant's expense. Landlord's costs are added rent.

**24. Tenant must obey laws and regulations** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant will promptly give Landlord notices from them. Tenant will not do anything to increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.

**25. Tenant's broken Lease terms (defaults) Below are some of Landlord's rights and remedies. Landlord also has other rights and remedies the law allows or provides.**

**A. Tenant Gives up Rights to Notices. Landlord need not give Tenant a notice of, or an opportunity to correct, any broken Lease term. Tenant also gives up the right to receive a "notice to quit" or "notice to vacate" from Landlord. This means Landlord is not required to notify Tenant to leave the Apartment.**

Landlord may give Tenant a notice to leave. If given, the termination notice will state when the Lease ends. Tenant must leave the Apartment and give Landlord the keys by that date. Tenant remains responsible.

**B.** If Tenant's rental application is incorrect or incomplete, that is a default.

**C.** If:

- (1) Landlord ends the Lease; or
- (2) Tenant does not pay rent or added rent on time;
- (3) Tenant leaves (vacates) the Apartment; or
- (4) the Term has ended; or
- (5) Tenant broke any obligation under this Lease,

Landlord may, in addition to other rights and remedies:

(a) evict Tenant; (b) sue for money damages; or (c) both.

**D.** If Landlord ends this Lease, or takes back the Apartment:

(1) Tenant must immediately pay rent and added rent for the unexpired Term.

(2) Landlord may again lease (relet) the Apartment, and anything in it, for any term. Landlord may charge any rent (or no rent) and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably needs to repair the Apartment and prepare it for renting. Tenant remains responsible and is not released, except as the law requires.

(3) All rent Landlord receives for re-renting applies first to pay Landlord's expenses and last to pay amounts Tenant owes. Landlord's expenses include the costs of getting possession and re-renting the Apartment, such as reasonable legal fees, broker fees, cleaning and repairing costs, decorating costs and advertising costs. Tenant is not entitled to any excess rent collected.

(4) Landlord may sue more than once. Landlord does not waive (give up) rights if Landlord delays or fails to sue.

(5) Only the balance of rent payments by the next tenant reduce Tenant's rent obligations. Other payments do not. Even if Landlord does not collect the next tenant's rent, Tenant remains liable. Landlord need not collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses, without offset.

**E.** Tenant will pay all of Landlord's reasonable costs and expenses (including attorney's fees and court costs).

**26. No jury trial Landlord and Tenant waive (give up) their right to a trial by jury for anything related to this Lease or the Apartment.**

**27. Landlord does not give up rights** Landlord does not give up any rights, even if it accepts rent or does not enforce this Lease. If a term is illegal or unenforceable, the rest of this Lease remains in effect.

**28. Unable to pay debts** If Tenant cannot pay debts when due, Landlord may end this Lease on 30-days' notice. Tenant must continue to pay rent, damages, losses and expenses.

**29. Rules** Tenant must comply with all written Rules at the end or attached to this Lease. Landlord will notify Tenant of new Rules. Landlord need not enforce Rules against other tenants. Landlord is not legally responsible to Tenant if another tenant violates the Rules. Tenant receives no rights under the Rules.

**30. Complete agreement** Tenant read this Lease. All Landlord's promises are in this Lease. There are no others. To change this Lease, all parties must sign an agreement.

**31. Landlord unable to perform** Landlord may delay or fail to:

- (a) provide any required service or utility
- (b) make any required repair or change to the Apartment or Building,
- (c) supply any required equipment or appliances or
- (d) perform any other obligation.

This includes delays from settling insurance claims, obtaining estimates, weather, labor or supply problems, public authorities, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control. Tenant remains legally responsible.

**32. End of term** At the end of the Term, Tenant must leave the Apartment clean and in good condition. Tenant will remove all Tenant's property, installations, alterations and decorations. Tenant will repair all damage. Tenant will restore the Apartment to the same or better condition as at the beginning date. Any property Tenant leaves behind is considered abandoned. Landlord may keep or discard that property in accordance with Act 129.

**33. Tenant inspected Apartment** Tenant inspected the Apartment and Building. Tenant agrees they are in good condition and takes the Apartment "as is".

**34. Vehicles** Tenant alone bears the risk of using or storing a vehicle. This applies to Tenant's or anyone else's vehicle, wherever located. Vehicles must be legal, have current registration stickers, and will not have flat tires or be severely wrecked. Neither Landlord nor its employee is responsible for loss or damage to vehicles, their contents, or other property. If Landlord considers a vehicle or property abandoned, Tenant must remove it within 24 hours after Landlord's notice. If Tenant does not, Landlord may remove/tow it at Tenant's cost. Landlord is not legally responsible for damage. This includes property damage and bodily injury. Tenant will reimburse and defend Landlord for all liabilities.

Other Parking Policies and Rules. The landlord may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles. Landlord may remove any illegally parked vehicles and have the same towed away in accordance with state or local laws for any single violation of the Parking Addendum and these Guidelines.

1) A violation of any single item below constitutes a material violation of the Parking Addendum and these Guidelines:

- a) Vehicles in use at or around the Premises may not exceed a speed of ten (10) miles per hour.
- b) If Tenant improperly parks Tenant's vehicle, it is subject to being towed in accordance with state laws.
- c) Tenants are not permitted to drive through or park on the grass or landscaping
- d) Tenants are expressly prohibited from conducting repairs or performing other mechanical or maintenance work on any vehicle in the Premises.

- 35. Landlord's consent** If Tenant needs Landlord's consent, but Landlord does not give consent, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant will not claim money damages or deduct rent for non-consent.
- 36. Limited recovery** If Tenant gets a judgment against Landlord, Tenant can only enforce that against Landlord's interest in the Building.
- 37. Parties bound by lease** This Lease obligates Landlord, Tenant and all parties who lawfully succeed to their rights or take their places
- 38. Furnishings** Any furniture or other items are accepted "as is." If an inventory is supplied, each party will sign a copy. When the Term ends, Tenant must return them clean and in good condition.
- 39. Changes or added terms** (The Attorney General has not pre-approved any changes or added terms after plain language pre-approval of this Lease.)

1. **Persons permitted to Occupy Apartment:** The Apartment shall be occupied by only the following persons:

\_\_\_\_\_  
Any changes in the persons occupying the Apartment must be approved in writing by Landlord. No more than \_\_\_\_\_ persons are permitted to occupy the Apartment.

2. **Bad-Check Charge:** Tenant must pay Landlord a \$55 administration fee for each rent check or other payment returned due to insufficient funds.
3. **Garbage:** Tenant shall dispose of garbage and waste in the place/manner Landlord directs. Large bulk items, such as but not limited to couches, mattresses, box springs, electronics, etc., may not be left outside the dumpsters. In the event that such items are left outside the dumpsters, Tenant will be subject to charges that will be added to the tenant's account. Charges will vary depending on the size and quantity of items.
4. **Consent to conduct business electronically, digital signatures.** Tenant and Landlord consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. Tenant and Landlord agree that electronic signatures appearing on this and related documents (for example, addendums, riders, disclosures, and renewals) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Tenant may withdraw consent to receive electronic notices, conduct business electronically, or sign documents electronically at any time by contacting Landlord by telephone, postal mail, or email.
5. **Payment Processing Fees:** If Tenant makes use of any electronic payment service to pay Rent or Added Rent, Tenant shall be responsible for all transaction, processing, reversal, charge-back and other fees imposed by such service provider or charged by Landlord.
6. **Miscellaneous:** Tenant may not loiter in the hallways, entrances, or other common areas. Tenant may not install a satellite dish. Tenant may not install adhesive drawer liners. Tenant agrees to use property for residential purposes only. Tenant agrees not to rent the Apartment or list the apartment on vacation rental sites on AirBnB, VRBO, and other vacation rental sites.
7. **Window Air Conditioning Units:** Tenant may install a window air conditioning unit as long as it is installed per the manufacturer's instructions. and removed from the window and property stored during the time-period when the apartment building is heated.
8. **Act 129:** After a tenant vacates the property and landlord accepts possession, or after a tenant is locked out in an eviction, tenant has ten (10) days to contact landlord regarding tenant's intent to remove tenant's remaining possessions. If tenant does not contact the landlord within ten (10) days, landlord may dispose of tenant's property after that time. If tenant contacts landlord within the ten (10) day period, but does not remove tenant's property within that time, landlord will retain the property at a location of landlord's choice for an additional twenty (20) days, but tenant will be responsible for any removal or storage costs. If tenant contacts the landlord within ten (10) days but does not remove tenant's property within thirty (30) days, landlord may dispose of property.
9. **Early Termination of Lease:** Tenant may end this Lease and move out of the Property before the End Date of the Lease or any Renewal Term only with written permission of Landlord, and only if:
- Tenant continues to pay all rent until the End Date of the Lease, or any Renewal Term, or until a new tenant is approved by Landlord and a new lease takes effect, whichever happens first, AND
  - Tenant gives Landlord written notice, AND
  - Tenant pays Landlord a Termination Fee of \$250.00, AND
  - Tenant has vacated Property and removed all persons and personal property by or before the termination date.
10. **Guest Policy.** A guest can stay no more than 7 consecutive days, and no more than 15 days in a 30-day period. All tenants must comply with the local housing codes as it applies to tenants / occupancy.
11. **Non-Harassment Policy:** It is the policy of the Landlord and its management agent that foul and/or vulgar language (e.g. swearing, name-calling, bigoted, racist, or sexist remarks) aggressive, abusive or malicious behavior, either verbal or physical, that would harm, ridicule, embarrass, defame, harass, or intimidate any staff, property manager, other tenant, or guest will not be tolerated and could be grounds for termination of tenancy. Any such behavior may be reported by the Landlord to local law enforcement authorities.
12. **Emergency Contact Acknowledgement:** By providing Emergency Contact information, it is understood and agreed by the Tenant that the Emergency Contact may be reached in the event of an emergency situation and may be given access to the rental unit if the contact or management believe the situation warrants. An Emergency Situation is defined as a situation in which the health or safety of the Tenant of guests of Tenant or others in the building are or may be put at risk.
13. **Pest Control:** In the event that the leased property requires pest control, Tenant will promptly notify Landlord and cooperate with the pest management professionals' recommendations and requests. These requests may include:

providing access to the unit for treatment; washing all bedding, drapes, clothing, and etc. on the highest water temperature and drying on the highest heat setting; moving furniture to ease access for treatment; disposing of heavily infested furniture, rugs or mattresses; and any other reasonable requests made by the pest management professional. Failure to follow a pest control professional's instruction will be considered a breach of this Lease and Tenant agrees to pay for any and all pest control costs resulting from their failure to follow the pest control agents' instructions. Tenant agrees to not self-treat unless by directed by Landlord. It is also acknowledged that the Landlord is not liable for any loss of personal property to the Tenant as a result of pest infestation and that the Tenant agrees to have personal property insurance to cover such losses.

14. **Lead-Based Paint Hazard Disclosures For Property Built Before 1978. Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. **Lessor's Disclosure:**

**(a) Presence of lead-based paint or lead-based paint hazards (check one below):**

(i) () Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(ii) ( ) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

**(b) Records and reports available to the lessor (check one below):**

(i) () Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(ii) ( ) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

**Lessee's Acknowledgment (initial)**

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, by signing this lease, that the information provided by the signatory is true and accurate.

15. **Smoking/Tobacco Use:** Tenant, members of Tenant's household, and Tenant's guests shall not smoke anywhere in any of the common areas (laundry rooms, hallways etc) or outdoor areas within 25 feet of the building. Tenants are permitted to smoke inside their dwelling as long as it does not disturb other tenants. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

Smoking includes inhaling, exhaling, burning, lighting, or carrying any lighted or cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form, including the use of electronic smoking devices and marijuana.

Tenant acknowledges that Landlord's adoption of a designated smoking areas, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas.

16. **Insurance:** Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and or any other causes, nor shall Landlord be held liable for such losses. Tenant is hereby advised to obtain their own insurance policy to cover personal losses and liability. Tenant will add Landlord as additionally insured.
17. **Lost Keys & Lock Outs:** There is a \$35 per key fee for replacing lost keys. If tenant is locked out after business hours or on weekends and Landlord's personnel is called back to unlock the door, then Tenant shall pay a \$100 lockout fee, which Landlord will bill to Tenant's account. Landlord does not guarantee that its personnel will always be immediately available for lock out service on weekends and after business hours. In the event that a locksmith is called, the tenant assumes all responsibilities for cost, damages, and fees.
18. **Lessee to maintain property.** Lessee shall keep the Premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the Premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall pay for all necessary repairs to the Premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Upon Lessee vacating the Premises, if the Premises are not clean and in good repair, Lessor or his agent may replace the Premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.
19. **Disturbance:** Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the Premise. In the event that disturbances occur after the

landlord's office hours, tenant should call the police. Neither you nor your guests can use the common areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents. This includes not trespassing on other tenant(s) leased property. Landlord has the right to exclude anyone(s) that have been found in violation of this clause.

- a) Landlord reserves the right to take action against tenants' guests. Occupant of tenants who are found in violation of this policy.

20. **Fire Safety.** Lessee agrees to test, maintain, and repair any smoke or carbon monoxide detectors at the Premises, and to replace any batteries, at Lessee's sole expense. Lessor warrants that any such safety devices are in proper working condition at the time Lessee takes possession. Lessee releases Lessor from any and all liability, loss, cost, damage, or expense arising from or relating to any failure, defect, or deficiency of any safety device.

21. **Blinds** All blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance to the community. Foil or other unsightly materials to cover the windows are prohibited. In addition no signs of any kind are permitted in the windows. Standard mini blinds and vertical blinds if applicable will be provided for each window/door at the time of move in. Tenant(s) should keep all blinds cleaned and in working order. In the event that the blind needs to be replaced due to tenant(s) damage during occupancy, the landlord will replace the first blind free of charge. Any damaged blinds need replacing after the first occurrence, will be the financial responsibility of the tenant.

22. **Unauthorized Occupants** Occupancy at this property is subject to the maximum occupants permitted to reside in the unit as per state and local laws. Any additions to your household occupancy will affect your lease terms. Consequently, no one can be added to the household without prior approval of management.

23. **Anti Drug Policy** Use of cannabis and any other federally prohibited drug is not allowed on the premises. Further, tenant(s) and their guest(s) may not engage in any illegal drug-related activity, on, in or near the premises. Landlord may terminate this agreement if tenant(s) and/or guest(s) engage in such activities. If this provision is violated, tenant(s) will be subject to charges, damages, and eviction up to and including forfeiture of security deposit.

- a) Tenant(s) who use marijuana for medical purposes must provide legal documentation and will be subject to the following uses, such as using a vaporizer, ingesting THC-infused edibles, or using cannabis tonics and extracts. No smoking of flower will be permitted.

24. **Extended Absence: If the Premises will be unoccupied for more than twenty-one (21) days, Tenant will notify Landlord at least seven (7) days in advance.**

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**Signatures, effective date** Landlord and Tenant signed this Lease on the above date. It is effective when Landlord delivers a fully-signed copy to Tenant. Tenant(s) are legally responsible both individually and together ("joint and several"). This means each is fully responsible for performing all obligations, and for all payments.

LANDLORD:

X  
\_\_\_\_\_  
Union Real Estate Company, Agent for the owners of Aberdeen  
Apartments

TENANT:

X  
\_\_\_\_\_  
  
X  
\_\_\_\_\_

## RULES

1. **Respect other tenants** Do not interfere with other tenants' comfort or rights. No annoying sounds, smells or lights are allowed.
2. **Safety** Do not go on the roof. Do not use, keep in, place or attach anything to fire escapes, sills, windows or exterior walls, in hallways or public areas.
3. **Elevators** Do not operate manual elevators. No smoking in elevators. Messengers and trade people must only use service elevators and service entrances. No bicycles are allowed on passenger elevators.
4. **Keys** Give Landlord keys to all locks. Lock doors at all times. Lock windows when Tenant is out. Return all keys to Landlord at the end of the Term.
5. **Floors/Carpets** Cover apartment hardwood floors with carpets or rugs. Do not cover carpet with rugs. Waterbeds are not allowed.
6. **Pets** Only cats and fish are allowed with Pet Lease No feeding them from the sidewalks, steps, terrace, balcony or public areas. Lessee will notify Lessor of acquiring a pet and additional charges will occur. If Lessee does not inform the Lessor and a pet is found to live in the apartment, the Lessor will back-date pet charges from the beginning of the last signed lease.
7. **Equipment** Follow garbage disposal rules. Use plumbing fixtures and all other property and equipment only for their intended purpose.
8. **Laundry** Laundry machines, if any, are at Tenant's risk and cost. Instructions must be followed. Tenant/s will not overload washing machines or dryers. If a tenant has caused any type of damage to the machines or areas around machines due to negligence, tenant/s will be responsible for any and all repairs, damage and/or replacements.
9. **Moving; Landlord's Employees** Schedule moving furniture, fixtures or equipment with Landlord. Do not use Landlord's employees for personal errands.
10. **Parking** Landlord may remove improperly parked cars without notice, at Tenant's cost.
11. **Cleaning windows** No window cleaning from the outside.
12. **Conserve energy** Tenant will conserve energy.
13. **Hazards** Keep the Apartment safe and clean. Do not store or bring hazardous or flammable materials into the Building or Apartment, including kerosene heaters and propane gas. No open burning on the property.
14. **Throwing objects** Do not throw anything from the Apartment. Do not hang or shake anything from sidewalks, steps, windows, terraces or balconies. Do not hang, tape or display any type of sign or banner. This includes but is not limited to personal beliefs, religion, political views, sport teams etc.

beliefs, religion, political views, sport teams etc.

## PAYMENT AND PERFORMANCE GUARANTY

*Complete this section if using a Guarantor*

**Guaranteed by (name)** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**(address)** \_\_\_\_\_

- 1. Reason I** know the Landlord would not rent the Apartment to Tenant unless I guaranty Tenant's performance. I also requested the Landlord enter into the Lease with the Tenant. I have a substantial interest in making sure the Landlord rents the Apartment to Tenant. I understand that I can only guarantee one lease at a time.
- 2. Guaranty** I guaranty Tenant's full performance of the Lease. This Guaranty is absolute and without any condition. It includes, but is not limited to, paying rent and other money charges.
- 3. Changes in Lease have no effect** Changes to the Lease do not affect this Guaranty. This includes, but is not limited to, any extension of time or renewals. The Guaranty obligates me even if I am not a party to those changes.
- 4. No Notice** I waive (give up) notice of non-payment and non-performance.
- 5. Performance** If Tenant breaks this Lease, Landlord may require me to perform, without first demanding the Tenant perform.
- 6. No jury trial** *I give up my right to trial by jury for anything related to the Lease or this Guaranty.*
- 7. Changes** Landlord and Guarantor must sign a written agreement to change this Guaranty.

**Signatures** GUARANTEED BY: X \_\_\_\_\_

SAMPLE