

PENNSYLVANIA PLAIN LANGUAGE LEASE

Notice to Tenant: If you do not meet your Lease obligations, you may lose your security deposit(s). You may also be evicted and sued for monetary damages. Please read the lease slowly and carefully and ask about anything you do not understand.

The Landlord and Tenant agree to lease the house/apartment on the following terms:

LANDLORD: Del Val Realty & Property Management, as agent for Owner of Record

TENANT(S):

If more than one tenant signs this lease, each tenant is responsible individually and together for the full rent payment and all other utilities and fees. For example, if one tenant moves out, Landlord can make the remaining Tenants responsible to pay the full rent and utilities. It also means Landlord can sue either Tenant for breaking the Lease.

ADDRESS FOR NOTICES AND RENT PAYMENTS: Del Val Realty & Property Management
81 Lancaster Avenue, Suite 218
Malvern, PA 19355

1) ADDRESS OF THE LEASED UNIT:

2) TERM: The initial term (“Initial Term”) of this Lease is ___ months starting ___ through ___. If neither party elects to terminate this Lease at the end of the Initial Term this lease will automatically renew on a month-to-month basis.

3) MONTHLY RENT: The Tenant agrees to pay **\$000.00** for the period of ___ through ___ and **\$000** per month for each remaining month of the Initial Term. All rent is to be paid in advance of the first (*1st*) day of each month for the Initial Term of this Lease. If the Monthly Rent has not been received by 5:00 PM. on the fifth (*5th*) day of each month, then a 5-day Notice-to-Quit (NTQ) may be posted to pay all outstanding rent or vacate the Leased Unit. **Unless otherwise notified in writing, the Monthly Rent shall increase by ten percent (10%) upon completion of the Initial Term.**

Initial _____ **Initial** _____

4) PET RENT: The Tenant agrees to pay **\$25.00** per month for each month of the Initial Term as Pet Rent.

5) MOVE-IN COSTS:

<u>AMOUNT</u>	<u>CHARGE</u>	<u>DESCRIPTION</u>
First Month Rent	\$000.00	Monthly
Last Month Rent	\$000.00	Monthly
Pet Rent	\$ 25.00	Monthly
Security Deposit	\$000.00	Refundable deposit per agreement
Key Deposit	\$ 25.00	Refundable deposit per agreement
Additional Deposit _____	N/A	See attached Pet addendum
Total Due	\$000.00	

5) ADDITIONAL RENT: Additional Rent is charged for late payments, any payment returned for insufficient funds and other charges as outlined below.

- **LATE FEE:** If any or all of the Monthly Rent or Pet Rent is not received by the fifth (5th) day of a month, the Monthly Rent shall increase by \$75.00 for that particular month.
- **RETURNED CHECK FEE:** There is a \$25.00 returned check charge for any payment returned for insufficient funds. In the event that two of Tenant's checks are dishonored during any twelve (12) month period, the Tenant shall be required to make all future payments via money order or cashier's check.
- **NOTICE TO QUIT:** If the landlord sends a 5 day Notice-to-Quit an additional \$25 will be charged to Tenants(s)

6) ORDER IN WHICH RENT PAYMENTS ARE APPLIED: Landlord applies all monies received in the following order:

- 1) Late Rent and any Late Rent Fees, Returned Check Fees and Notice to Quit Fees
- 2) Legal and/or court fees
- 3) Tenant owed utility bills
- 4) Any other fees owed but not paid
- 5) Past rent then Current rent

7) SECURITY DEPOSIT: Tenant has delivered to Landlord a security deposit of **\$000.00** as security that Tenant will perform their obligations under this Lease. Landlord may use any portion of the security deposit to pay for loss or damages due to Tenant's breach of this Lease or for any damages to the Leased Unit. Any loss or damage not covered by the security deposit shall be payable by Tenant as additional rent. Tenant may not apply the security deposit towards the rent for the Leased Unit. Landlord may retain the security deposit if Tenant fails to make full rental payments as required by this Lease, or if Tenant vacates prior to the end of the Lease Term. Landlord shall deposit the security deposit at Citizen Bank. To be eligible for return of the security deposit after vacating the Leased Unit, Tenant must comply with all elements of the **Security Deposit Refund Addendum**.

8) UTILITIES: All utilities shall be at Tenant's expense. Tenant agrees that these utilities shall be placed in the name of Tenant on or before the move in date and all utilities shall be promptly paid when due.

9) PEST CONTROL: During the first 30 days of tenancy, the Landlord is responsible for pest control if reported by Tenant. Tenant is solely responsible for any pest removal needed following the first 30 days of tenancy.

10) USE AND OCCUPANCY OF PREMISES:

- a) Tenant will personally use and continuously occupy the Leased Unit as a private dwelling for Tenant and Tenant's immediate family or co-tenants consisting of the following person(s):

Additional Tenant: _____
Additional Tenant: _____
Additional Tenant: _____

- b) It is a breach of this Lease to have any person(s) residing in the Leased Unit who is not listed in this Paragraph. The tenant who signs this Lease agrees and warrants that he or she has authority to sign for all other tenants.
- c) Tenant will not remove or attempt to remove Tenant's personal property from the Leased Unit without first paying to Landlord all rent due for the balance of the term of this Lease.
- d) Tenant will notify Landlord if Tenant intends to be away from the Unit for more than ten (10) days.
- e) Tenant will comply with all relevant statutes, laws, ordinances and regulations. Tenant will not keep anything in the Leased Unit or conduct any activity, which is dangerous or might increase the danger to the Leased Unit or to other occupants in the building.
- f) Tenant will not act in any way which unreasonably disturbs the peace and quiet of other tenants.

11) POSSESSION: Landlord will make a good faith effort to make the Leased Unit available to Tenant on the day this Lease is scheduled to begin. If any delay does occur, no rent will be due until the Leased Unit is made available to Tenant. This Lease will be terminated at Tenant's written request and acceptance by Landlord if the Leased Unit is not available within ten (10) days after the date this Lease is scheduled to begin. Termination of the Lease by Tenant is Tenant's only remedy. Landlord will not be responsible for any inconvenience, loss or damage in the event of any delay in making the Leased Unit available to Tenant. All Tenants' deposits held by Landlord will be refunded.

12) SUB-LETTING: Tenant may not sublease, transfer or assign this Lease or sublease the Leased Unit. Tenant may not permit the Leased Unit to be occupied by any person other than those in Paragraph 10(a).

13) ALTERATIONS: Tenant may not under any conditions change locks without first obtaining Landlord's written permission. Tenant may not paint, remodel or make any structural changes to the interior or exterior of the Leased Unit, or attach or remove any carpeting or fixtures without first obtaining Landlord's written permission. When this Lease terminates, the Lease Unit must be returned to the original condition.

14) CONDITION OF LEASED UNIT; REPAIR OF DAMAGE: Tenant has examined the Leased Unit, and is satisfied with its present physical condition. Tenant agrees to maintain the Leased Unit during the term of this Lease, and to return possession of the Leased Unit at the end of the term of this Lease, in the same condition as it is on the date of this Lease, except for ordinary wear and tear. If the Leased Unit is damaged or repairs are required Tenant will promptly notify Landlord in writing. Landlord agrees to perform the repairs with reasonable promptness after written notice from Tenant, and to pay for repairs required due to ordinary wear and tear. Tenant agrees to pay as Additional Rent the cost of the repair of damage caused by Tenant or other permitted occupants or visitors of Tenant. No repairs to the Leased Unit may be made by anyone except Landlord's employees, agents or contractors. Landlord is not responsible for any inconvenience or loss due to necessary repairs to the Leased Unit, interruption of any utility services, or for any other reason beyond Landlord's control.

Tenant is required to fill in Move-in Checklist and send to Del Val office within seven (7) days of the move-in date. **If the Checklist is not received within that time, Del Val considers Leased Unit accepted as satisfactory by Tenant.** The checklist can be mailed our office as listed on Page 1 or faxed to 610-500-5682.

Initial _____

Initial _____

15) DISASTERS: Landlord is not responsible for any personal property damages due to the loss/failure of electricity, gas, heat, water, refrigeration, telephone, sewer or any other public or privately supplied utility or service because of conditions beyond the control of the Landlord. This includes both Acts of God and man-made failures and shortcomings. Tenant also agrees to permit Landlord to temporarily turn off utilities for required maintenance.

16) CASUALTY: There will be no abatement of Rent in the event of fire or other casualty. However, if in Landlord's judgment the Leased Unit becomes uninhabitable due to damage by fire or other casualty not caused by Tenant or other permitted occupants of the Leased Unit or their visitors, this Lease will terminate when Tenant pays all rent due to the date that Tenant vacates the Leased Unit. Landlord is not responsible for any loss, damage or inconvenience sustained by Tenant due to fire or other casualty.

17) TENANT'S PERSONAL PROPERTY AND INSURANCE: Landlord will not be responsible for any damage to Tenant's personal property. For that reason, Tenant must obtain insurance to protect his or her personal property. It will be considered a breach of this Lease to fail to obtain personal property insurance. Any personal property left in the Leased Unit after Tenant has vacated or has been evicted shall be considered abandoned, and Landlord may dispose of it in any manner without notice to Tenant. Landlord's cost of disposal shall be payable by Tenant as Additional Rent.

Initial _____

Initial _____

18) ACCESS: Landlord, Owner or anyone authorized by Landlord may enter the Leased Unit after first notifying Tenant 24-hours prior to entering. In the event of any emergency, Landlord may enter the Leased Unit without giving Tenant advance 24-hour notice. Landlord may enter Lease Unit at any time to inspect with 24-hour notice to repair and maintain Leased Unit, or to show the Leased Unit to any prospective buyer, financing agent or insurance agent, and in case either party has given notice of termination of the Leased Unit, to show the unit to any prospective tenant.

19) YARD MAINTENANCE AND SNOW REMOVAL: Tenant shall be responsible for all yard maintenance and snow removal at the Leased Unit. If the Landlord receives fines or violations from Code Enforcement or other authorities related to failure to perform lawn maintenance or remove snow, Tenant will be responsible for all fines and penalties.

20) PETS: _____ pets are permitted. Tenant must notify landlord of any pets inhabiting the property. This notification must be made in writing and is subject to the Landlords approval and may require an additional security deposit. See Pet Addendum.

21) STORAGE AND PARKING: Unless otherwise provided in this Lease, the designated storage and parking areas, if applicable, may be used by Tenant at no cost, but only as Landlord may from time to time direct for the common convenience of all tenants. Landlord shall not be liable for any damage to stored goods or parked vehicles resulting from the acts of person other than Landlord. Landlord shall be entitled to discontinue providing storage and parking areas at any time, in which event Tenant shall immediately remove all goods and vehicles as Landlord may direct. Tenant's failure to remove such goods and vehicles shall constitute Tenant's appointment of Landlord as Tenant's agent to a public warehouse at Tenant's own risk and cost, and Landlord shall not be liable for any resulting loss, damage or injury to persons or property. The parking areas may be used only to park operable automobiles and such other types of non-commercial vehicles as Landlord may approve. All other vehicles will be towed at the owner's expense.

22) LEASE TERMINATION OR RENEWAL:

- a) Either Landlord or Tenant may terminate this Lease at the end of the Initial Term or any renewal term by written notice, which must be received at least thirty (30) days prior to the end of the Term.
- b) If neither party elects to terminate at the end of the Initial Term this lease will automatically renew on a month-to-month basis.
- c) Landlord may increase the rent or change the Term of the Lease for any renewal period by sending written notice to Tenant at least thirty (30) days before the end of the Initial Term or of any renewal term. Tenant may reject the renewal terms by sending written notice to Landlord within thirty (30) days of the date of Landlord's renewal notice and shall vacate at the end of the current Initial Term.

If Tenant does not send notice terminating the Lease, it shall renew on the terms set forth in Section 2 of this Lease Agreement.

- d) If Landlord does not agree in writing to Tenant's request to terminate this Lease before the end of the Initial Term or of any renewal Term, Tenant will be responsible for all costs and losses incurred by Landlord due to such early termination, including but not limited to, any loss of rent for the balance of the Lease Term, any costs for preparing the Leased Unit for re-renting and any commissions to re-rent the property.

23) LANDLORD'S REMEDIES: If at any time Tenant fails to make any rent payment within five (5) days after it is due or fails to comply with any other provision of this Lease, Landlord may take any or all of the following actions. Landlord may exercise any or all of these remedies which shall not prevent Landlord from exercising that remedy or any other remedies at the same time or at any other time:

- Landlord may declare all rents for the balance of the Initial Term or any renewal term of this Lease to be immediately due and payable by Tenant and Landlord may sue to collect this rent.
- Landlord may terminate this Lease.
- Landlord may evict Tenant.
- Landlord may sue Tenant to collect any sums owed by Tenant under this Lease including but not limited to reasonable legal fees, an Eviction Processing Fee of \$200 and court costs to enforce lease terms. Tenant agrees to pay all reasonable legal fees and court costs.
- To the extent allowed by law, Landlord may discontinue any utility services to the Leased Unit.
- Landlord may exercise any one or more of the other remedies available to it under law or in equity.
- Landlord's costs of enforcing this Lease and collecting any amounts due including reasonable legal fees, an Eviction Processing Fee of \$200 and court costs to enforce lease terms.

24) NOTICE TO LEAVE THE LEASED UNIT (NOTICE TO QUIT): If Tenant breaks this Lease, Tenant agrees to give up his/her right of a "Notice to Quit". This means Tenant allows Landlord to go to Court without giving the required notice.

Initial _____

Initial _____

25) VACATING LEASED UNIT: At the time that Tenant vacates the Leased Unit, Tenant must notify Landlord and must return all keys.

26) LOCKS and KEYS: Landlord will provide keys to the front and back entrance doors and if applicable any mailboxes of the property. Under no circumstances should Tenants change the locks. If locked out of the Property, Tenant will pay Landlord a \$75 fee to unlock door. If the keys are lost and locks must be changed, Tenant will pay Landlord a \$125 fee to change the locks.

27) NO WAIVER BY LANDLORD: If at any time Landlord does not exercise any of its rights under this Lease, Landlord does not forfeit its right to exercise them at a later date. Acceptance of past due rent is not a waiver of Landlord's right to enforce this Lease.

28) RELEASE OF LANDLORD: Landlord shall not be responsible for any injury, property damage or loss sustained by Tenant or any other person on or in connection with the Leased Unit or Property. Tenant agrees to release Landlord of responsibility for any damage, loss or injury caused by any other person occupying the Leased Unit, or Landlord or Landlord's agents or employees which results from any of their acts or failure to act. All claims against Landlord for any damage, loss or injury are hereby expressly waived by Tenant.

29) APPLICATION: Landlord may terminate this Lease if any of the information provided by Tenant in its Rental Application for this Lease was inaccurate.

30) ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions of this Lease are set forth in the "Rules and Regulations" which are attached to and are a part of this Lease. Violation of any of the "Rules and Regulations" is a breach of this Lease.

31) SEPRABILITY: If one or more of the provisions of this Lease is determined to be invalid, the remainder of this Lease shall remain in effect.

32) REPORT TO CREDIT/TENANT AGENCIES: You are hereby notified that a nonpayment, late payment or breach of any of the terms of this Lease may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

33) LEAD NOTIFICATION REQUIREMENT: For rental dwellings built before 1978, TENANT acknowledges receipt of the following: See Attachment No. 4.

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

35) Attached are riders, addenda, and amendments – Schedule A

- a. Attachment No. 1: Rules and Regulations.
- b. Attachment No. 2: Drug-Free Housing Addendum.
- c. Attachment No. 3: Pet Addendum.
- d. Attachment No. 4: Lead-Base Paint Notification.
- e. Attachment No. 5: Security Deposit Refund Addendum.
- f. Attachment No. 6: Remediation of Mold Addendum.
- g. Attachment No. 7: Rent Collection Policy & Procedure
- h. Attachment No. 8: Move-In/Move-out Inspection Form

AGENT FOR LANDLORD

DATE

TENANT

DATE

TENANT

DATE

Rules and Regulations

Referred to in the Foregoing Lease and Made Part Thereof

Tenant agrees:

1. Not to obstruct the sidewalks, corridors, walls, passages, stairways, common areas, or any other place in the building of which the Leased Unit is a part, with goods, carriages, bicycles, or anything else.
2. Not to exhibit his/her name anywhere except in the place provided for such purpose by Landlord.
3. Not to keep any animals in or about the Leased Unit or the building of which it is a part.
4. Not to do anything that will interfere with the comfort or convenience of other tenants.
5. Not to bring or keep in the Leased Unit, anything which would in any way increase the rate of fire insurance or do anything which conflicts with the rules and ordinances of the municipality, or to commit any illegal or unlawful act in, upon, or about said building and Leased Unit.
6. Not to injure, deface, or damage any wall, ceiling, floor, woodwork, wiring fixture, plumbing, appliance and/or part of any equipment in the Leased Unit and/or building of which it is a part.
7. Not to make any alterations, additions, or improvements without the written consent of Landlord. Any alterations, additions, or improvements so made shall become the property of Landlord.
8. Not to bring into or keep any explosive substances upon the Leased Unit and/or building of which it is a part.
9. To dispose of garbage and other refuse, and/or waste matter in such place and in such manner as the Landlord or his agent may direct.
10. Not to play televisions, radios, CD players, pianos, or other musical instruments loudly after 10 pm or before 7:30 am.
11. Not to shake out of any window or hang out there from any carpet, rug, or any other article; nor to sweep any dirt and other substance into any of the corridors leading from said Leased Unit, or fire tower.
12. Not to use any window shades or awnings that are not approved by Landlord.
13. To accept, as binding upon him/her, any notice which, in the judgment of Landlord, may be necessary for the safety, care and/or cleanliness of the Leased Unit or of the building and for the preservation of good order therein; such notice when communicated in writing to Tenant, shall form part of this lease.
14. Not to erect any outside aerials in connection with any radio or satellite installation without the written consent.
15. Not to add and/or change any locks without the written consent of Landlord.
16. Not to use the Leased Unit for disorderly and/or immoral purposes, and/or in violation of any Federal, State or Local Laws in force or which may be hereafter enacted relating to the manufacture, possession, storage, or sale of intoxicating substances.

SPECIAL CLAUSES - PART II

- a) TENANT understands that if any or all of the rent is not received by the 5th of a month, Tenant shall pay Late Fee of Seventy-five Dollars (\$75.00).
- b) TENANT agrees not to place waterbeds in the Leased Unit.
- c) TENANT agrees to abide by all borough or township codes or shall be held directly responsible for violation of same.
- d) TENANT agrees to report immediately by phone and in writing any leaks in plumbing, heating system, or roof, or shall be held responsible for any resulting damages or expenses.
- e) TENANT agrees not to use any kerosene heaters on the Leased Unit or to store any flammable liquids on Leased Unit.
- f) LANDLORD warrants that all drain and sewer lines are clear and free at the time of occupancy and TENANT agrees that it is his/her responsibility to keep these drains clear.
- g) TENANT agrees that it is his/her responsibility to obtain insurance covering his/her own personal goods and property against any loss and/or damage.
- h) TENANT agrees that in the event of eviction proceedings, tenant, will pay all reasonable legal fees, an Eviction Processing Fee of \$200 and court costs to enforce lease terms.

AGENT FOR LANDLORD

DATE

TENANT

DATE

TENANT

DATE

LEASE ADDENDUM
DRUG-FREE HOUSING

IN CONSIDERATION of the execution or renewal of the Lease of the dwelling unit identified in the Lease, Landlord and Tenant agree as follows:

- 1. Tenant, any member of tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, see, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
2. Tenant, any member of tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity or possession of drug paraphernalia, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

BY SIGNATURE BELOW, the tenant agrees to the terms and conditions contained in this Lease Addendum.

SIGNED:

AGENT FOR LANDLORD

DATE

TENANT

DATE

TENANT

DATE

**LEASE ADDENDUM
PET ADDENDUM**

THIS ADDENDUM to the Lease Agreement between Landlord and Tenant entered into on _____, constitutes Attachment No. 3 to the Lease Agreement.

WITNESSETH:

WHEREAS, Tenant desires and has received permission from the Landlord to keep the pet(s) named _____ and described as _____; and

WHEREAS, this Pet Addendum with Pet Policy becomes Attachment No. 3 to and part of the Lease between Landlord and Tenant;

IT IS AGREED that the Landlord may revoke permission for Tenant to keep said Pet on the premises by giving Tenant proper written notice. Failure to comply on the part of the Tenant will be deemed "*Material Non-Compliance*" of the Lease and will be grounds for eviction. In the event of default by Tenant of any of the terms of this Addendum, Tenant agrees, upon proper written notice of default from Landlord, to cure the default, remove the Pet or to vacate the premises.

IT IS FURTHER AGREED that the Tenant will pay the Landlord a Pet Security Deposit in the amount of \$300.00 (refundable). The Pet Security Deposit is due and payable on or before the move-in date. The Pet Security Deposit under this Pet Addendum with Pet Policy does not limit the Tenant's liability for property damages, cleaning, deodorization, defleaing, replacements and/or personal injuries as herein further specified. The Tenant's liability applies to but is not limited to carpets, doors, walls, drapes, windows, screens, furniture, appliances and any other part of the dwelling unit, landscaping or other improvements to the Owner's property. Tenant shall be strictly liable for the entire amount of any damages to the premises or property if damages caused by said pet(s). The Tenant shall indemnify Owner and Landlord from all costs of litigation and attorney fees resulting from same.

IT IS FURTHER AGREED that the Tenant shall have all carpeting professionally cleaned prior to vacating the dwelling and that the Tenant shall provide the Landlord with the carpet cleaning company's invoice detailing that all carpeting has been cleaned.

IT IS FURTHER AGREED that the Tenant will comply with the State and local governments' Health and Safety Codes; and all other applicable governmental laws and regulations such as but not limited to licensing and keeping pet leashed while walking outside, if applicable, etc. The Tenant further represents that the Pet is quiet and housebroken and will not cause any damage or annoyance to other Tenants. Tenant shall not permit the pet to cause any damage, discomfort, annoyance, nuisance or in any way to inconvenience other Tenants thereby resulting in complaints from any other Tenant.

IT IS FURTHER AGREED that the pet will not be permitted outside the Tenant's unit, if applicable, **unless the pet(s) is/are carried in Tenant's arms until the building has been exited.** No pets are permitted to walk in any common corridors, elevators, community rooms, laundry rooms or offices. Use of the grounds or premises of Landlord for sanitary purposes is prohibited. Violation of this regulation will result in one (1) formal written warning of the violation. A small section of the grounds where available will be set aside for exercise and normal body functions but **it is the pet owner's responsibility to clean up completely behind his/her pet.**

IT IS FURTHER AGREED that any pet(s) left unattended for twelve (12) hours or more or whose health is jeopardized by the Tenant's neglect, mistreatment or inability to care for the pet shall be reported to the SPCA or other appropriate authority. Such circumstances shall be deemed an emergency for the purposes of the Landlord's right to enter the Tenant's unit in order to allow such authority to remove the pet from the premises. **The Owner and Landlord accept no responsibility for any pet so removed.**

IT IS FURTHER AGREED that Tenant will indemnify, defend and hold harmless Owner, Landlord, their employees and invitees from and against any and all claims, actions, suits, judgments and demands brought by any other party because of or in connection with any activity of or damage caused by the Tenant's pet.

IT IS FURTHER AGREED that Tenant acknowledges that three (3) violations of this Addendum will be considered "*Material Non-Compliance*" of this Pet Addendum and is considered grounds for termination of same.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Pet Addendum with Pet Policy and Rules as Attachment No. 3 of the Lease Agreement as of the day and year first above written.

SIGNATURES:

Tenant(s):

AGENT FOR LANDLORD

DATE

TENANT

DATE

TENANT

DATE

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS LEASE ADDENDUM

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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE (Initial)

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

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

_____ Lessor has no knowledge of lead-based paint or paint hazards in the housing.

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

_____ 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):

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

LESSEE'S ACKNOWLEDGMENT (Initial)

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

_____ (d) Lessee has received "*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. 4852d 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, that the information provided by the signatory is true and accurate.

AGENT FOR LANDLORD

DATE

TENANT

DATE

TENANT

DATE

SECURITY DEPOSIT REFUND PROCEDURE

This addendum to the Lease Agreement is effective as of the date executed between Landlord and Tenant and constitutes Attachment #5 to the Lease.

The following are the requirements that must be met if you are to receive a refund (full or partial) of your Security Deposit.

Deposit Paid: \$000.00 Date: _____

1. A written thirty (30) day Notice to Vacate must be provided to the Landlord. If your do not give the full thirty (30) day notice before lease termination date, the lease will automatically renew on a month-to-month basis and notice must be given 30 days prior to end of month of lease extension.
2. All rents and/or charges must be paid in full.
3. All keys must be returned to the Landlord. Rent will be charged until all keys are returned or unit returned to Landlord through the Courts.
4. Your apartment must be left in a clean condition. You must clean the stove, exhaust range hood, refrigerator, all other appliances, bathroom fixtures, cabinets and remove all trash and personal items.*
5. You will be charged for damage beyond normal wear and tear to the apartment. This includes missing items such as: light bulbs, drip pans, toilet paper holders, screens, doorknobs, etc. *
6. A forwarding address must be given at the time of move out. Failure to supply Landlord with a forwarding address at the time of move out may result in your Security Deposit not being sent in a timely manner.
7. In the case of eviction, you will automatically forfeit your entire Security Deposit and will be billed for all necessary painting and cleaning damages beyond normal wear and tear, keys not returned, etc.

**See pages 19 and 20 for specific instructions.*

If the above requirements are met, your Security Deposit will be refunded within thirty (30) days after the apartment has been vacated. You have the right to dispute any charges made against your Security Deposit within thirty (30) days of receipt of those charges. If charges exceed the amount of your Security Deposit, you will be billed for those charges; and Landlord will send your file to a collection agency and the Credit Bureau if account is not paid in full within the required timeframe stated in said notice of outstanding charges.

AGENT FOR LANDLORD

DATE

TENANT

DATE

TENANT

DATE

LEASE ADDENDUM

REMEDICATION OF MOLD

TENANT AGREES to use his/her best efforts to prevent any conditions including excessive moisture that could or would create an opportunity for the growth of mold. If tenant allows such conditions to develop, he/she agrees to correct such conditions.

LANDLORD will not be responsible for any conditions allowed or caused by Tenant's conduct that leads to or aggravates the growth of mold. Tenant will indemnify and hold Landlord harmless from any such conduct of the Tenant.

TENANT AGREES to promptly report to Management, in writing, any actual or potential mold problems regardless their cause. Failure to make such a written report will constitute a breach and unconditional waiver and release of any and all claims for any relief, including any alleged damages whether accrued, contingent, suspected or unsuspected, related to or occurring from or out of the unreported conditions.

IN THE EVENT Landlord notifies Tenant that the Landlord intends to remediate the mold in the Tenant's unit, the Tenant will give immediate access to the Landlord to the unit. Should Landlord determine that the Tenant must vacate the unit during the remediation, Tenant will relocate at Landlord's expense to another unit within the Community while the remediation takes place. If there is no unit in the Community available, Landlord shall provide Tenant at Landlord's discretion either:

1. Relocation at Landlord's expense to another nearby Community owned or managed by the Landlord or Management Company; or
2. Termination of the Lease Agreement without penalty or any financial obligation beyond the date of such termination.

Should the Tenant refuse to relocate in accordance with these provisions or interfere with the Landlord's remediation efforts, said action shall constitute a breach of the Lease Agreement and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, or otherwise, or occurring or arising from or out of exposure to the presence of mold.

LANDLORD may terminate the Lease Agreement and/or evict Tenant immediately upon the Tenant's breach of any provision of this Addendum. Landlord may exercise any one or more of any other remedy available to Landlord under the terms of the Lease Agreement for a breach or at law remedy available to Landlord under the terms of the Lease Agreement for a breach or at law or in equity.

IF the Tenant has presented the Landlord with a written report of an actual mold problem in the unit and IF the Landlord has not within five (5) days inspected said unit or begun remediating the mold in the Tenant's unit or has not provided the Tenant with a Plan of Action for the remediation of the mold in the Tenant's unit, the Tenant may terminate the Lease Agreement without penalty for such termination and without any financial obligation beyond the date of such termination.

NOTHING in this Addendum shall release the Tenant from any obligations or claims related to delinquent and/or past due rent and/or other fees or charges or other amounts due and owing including, without limitation, rent and utility or other similar fees prorated to the date of such termination.

EXCEPT AS SPECIFICALLY STATED HEREIN, all other terms and conditions of the Lease Agreement shall remain unchanged and the provisions of the Lease Agreement shall be applicable to the fullest extent not inconsistent with this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Remediation of Mold as Attachment No. 6 of the Lease Agreement as of the day and year first above written.

SIGNATURES:

Tenant(s):

AGENT FOR LANDLORD

DATE

TENANT

DATE

TENANT

DATE

RENT COLLECTION POLICY AND PROCEDURE

ALL RENT PAYMENTS ARE TO BE MADE PAYABLE TO:

Del Val Realty & Property Management

DELIVERED BY MAIL TO:

**Del Val Realty & Property Management
81 Lancaster Ave., Suite 218
Malvern, PA 19355**

PAID ELECTRONICALLY:

Tenant shall provide Landlord with e-mail address and will receive instructions on how to access our property management software and pay your Monthly Rent through a online electronic transfer

RENT IS DUE ON OR BEFORE THE FIRST DAY OF EACH MONTH. **ALL RENT PAYMENTS MUST BE PAID IN FULL.** RENT IS CONSIDERED LATE ON THE FIFTH DAY OF EACH MONTH. ANY TENANT PAYING RENT AFTER THE FIFTH DAY OF THE MONTH WILL PAY A LATE CHARGE OF \$75.00. ON THE 10th DAY OF EACH MONTH, A **NOTICE TO PAY OR QUIT** WILL BE SERVED. IF RENT IS NOT PAID WITHIN THE TIME STATED ON SAID NOTICE, EVICTION PROCEEDINGS MAY BEGIN.

IF THE TENANT IS UNABLE TO PAY THE RENT BY THE FIRST OF THE MONTH PLEASE E-MAIL OR CALL TO EXPLAIN WHY YOUR RENT IS LATE AND WHEN MANAGEMENT CAN EXPECT TO RECEIVE PAYMENT.

Phone: 484-328-3282

Contact: Maryann Brennan, Collections Manager

ALL RENT MUST BE PAID BY PERSONAL CHECK, ONLINE, CASHIERS CHECK OR MONEY ORDER. NO CASH IS ACCEPTED AT ANY TIME. CASHIERS CHECK OR MONEY ORDER IS REQUIRED TO CURE ANY PAY OR QUIT NOTICE.

TENANT AGREES TO BE LIABLE FOR ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES, A EVICTION PROCESSING FEE AND COURT COST.

Move-In/Move-Out Inspection Form

Property Address:	Tenant Name (s):
City State Zip:	Tenant Name (s):

	Move-In	6 Month	12 Month	Move-Out	Condition (Good, Fair, Bad)
DATE:					
ENTRANCE/HALLS					
Steps and landings					
Handrails					
Doors					
Hardware/Locks					
Floors/Coverings					
Walls/Coverings					
Ceilings					
Windows/Coverings					
Lighting ¹					
Electrical Outlets					
Closets ²					
Fire alarms/equipment					
LIVING ROOM					
Floor/Coverings					
Walls/Coverings					
Ceiling					
Windows/Covering					
Lighting ¹					
Electrical outlets					
DINING ROOM					
Floor/Coverings					
Walls/Coverings					
Ceiling					
Windows/Coverings					
Lighting ¹					
Electrical outlets					

	Move-In	6 Month	12 Month	Move-Out	Condition (Good, Fair Bad)
DATE:					
KITCHEN					
Range					
Refrigerator					
Sink/Faucets ³					
Floor/Coverings					
Walls/Coverings					
Ceiling					
Windows/Coverings					
Lighting ¹					
Electrical outlets					
Cabinets					
Closets/Pantry ²					
Exhaust fan					
Fire alarms/equipment					
BEDROOM(S)					
Doors and locks					
Floor/Coverings					
Walls/Coverings					
Ceiling					
Windows/Covering					
Closets ²					
Lighting ¹					
Electrical outlets					
BATHROOM(S)					
Sink/Faucets ³					
Shower/Tub ³					
Curtain rack/Door					
Towel rack					
Toilet					
Doors/Locks					
Floor/Coverings					
Walls/Coverings					
Ceiling					
Windows/Coverings					
Closets ²					
Cabinets					
Exhaust fan					
Lighting ¹					
Electrical outlets					

	Move-In	6 Month	12 Month	Move-Out	Condition (Good, Fair Bad)
DATE:					
OTHER EQUIPMENT					
Heating Equipment					
Air-conditioning unit(s)					
Hot-water heater					
Smoke/Fire alarms					
Thermostat					
Door bell					
1. Fixtures, Bulbs, Switches, and Timers 2. Floor/Walls/Ceiling, Shelves/Rods, Lighting 3. Water pressure and Hot water					

COMMENTS:	
<p style="text-align: center;">Move-In</p> <p>This unit is in decent, safe and sanitary condition.</p> <p>_____</p> <p style="text-align: center;">Manager's Signature</p> <p>I have inspected the apartment and found this unit to be in decent, safe and sanitary condition. Any deficiencies are noted above. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear and tear. In the event of damage, I agree to pay the cost to restore the house/apartment to its original condition, less normal wear and tear.</p> <p>_____</p> <p style="text-align: center;">Resident's Signature</p> <p>_____</p> <p style="text-align: center;">Resident's Signature</p>	<p style="text-align: center;">Move-Out</p> <p>I have inspected the unit and completed the move-out inspection form including photos and cost estimates, if any, to bring the unit back to its original condition.</p> <p>_____</p> <p style="text-align: center;">Manager's Signature</p> <p>___Agree with move-out inspection</p> <p>___Disagree with move-out inspection</p> <p>If disagree, list specific items of disagreement.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Resident's Signature</p> <p>_____</p> <p style="text-align: center;">Resident's Signature</p>

MOVE-OUT CLEANING INSTRUCTIONS

**ALL ITEMS MUST BE COMPLETED FOR RETURN OF SECURITY DEPOSIT
THIS FORM MUST BE FAXED TO OUR OFFICE AT 610-500-5682 AND KEYS LEFT ON
KITCHEN COUNTER**

We are aware that moving sometimes creates a chaotic situation and you may forget to do some of the things required under your Lease when moving out. For this reason, we submit this procedure form to assist you. We hope this list will help you prepare to vacate the unit. Please refer to the "Charges upon Termination" form that you signed. Check off the following items when completed.

- 1) Stove will be thoroughly cleaned by removal of all grease from the burners, including the area under the burners which can be accessed by lifting up the stove top; oven including the broiling pan area under the oven, as well as the two sides and the floor under the stove.
- 2) Stove vent hood and fan compartment will be thoroughly cleaned, if applicable. Occupants will remove and clean vent cover and walls of vent, but will not wash fan motor.
- 3) The refrigerator will be defrosted, cleaned and wiped dry. Do not use sharp objects to clear ice! Ice and vegetable trays should be returned to their place and refrigerator door left in open position. If it has wheels, pull out and clean floor.
- 4) Toilets, bath tubs, showers, cabinets and all fixtures will be thoroughly cleaned.
- 5) Picture hooks and hangers will be removed from the walls. All holes must be spackled and sanded.
- 6) Carpets will be steam-cleaned. Please leave receipt on the kitchen counter along with keys. Cigarette burns or other abuse of carpets will be subject to some loss of security deposit.
- 7) Kitchen cabinets will be cleaned and free from all grease, dirt and shelf-covering. Doors closed; drawers shut. (Thumb tacks removed).
- 8) Hardwood and tile floors will be cleaned and waxed, if applicable.
- 9) Walls and ceilings that are soiled by grease, dirt, smears, etc., must be washed down. Clean inside of windows; outside of windows, if accessible.
- 10) Remove all cobwebs with a broom from the corners of all rooms, including closets.
- 11) Clean all ceiling fans and mini-blinds, if applicable.
- 12) Use a damp cloth to wash off horizontal surfaces (window & door frames; baseboards along the floor).
- 13) Closets will be free of trash. Shelves and hanger rods will be cleaned.
- 14) Replace dead smoke alarm batteries. Clean light cover and replace old bulbs.
- 15) Storage rooms will be cleaned and all trash removed, if applicable.
- 16) Remove all wallpaper and/or borders including the adhesive, if applicable.
- 17) Garage, basement swept and refuse removed from premises, if applicable,
- 18) Air conditioner filters must be cleaned, if applicable.
- 19) **If you have gas, electric or water taken out of your name, please notify Del Val Property! You can take out of your name, but do NOT have service turned off.**
- 20) Arrangements with trash hauler must be made in advance for removal of large discarded items. An extra charge will be issued by the trash hauler.
- 21) Leave all keys on kitchen counter.

CHARGES UPON TERMINATION

If residence is not returned in the same condition as when rented, the following minimum charges will be deducted from the Security Deposit. The cost of labor and materials for cleaning, repairs, removals and replacements, where applicable, of rent loss due to necessary repair time, and numerous other charges based on actual damages will be deducted from the security deposit.

<u>CLEANING not done by you:</u>	<u>MINIMUM CHARGES</u>
Stove or oven	\$60.00
Refrigerator	\$45.00
Kitchen Sink	\$15.00
Cabinets	\$12.50 each
Countertops	\$5.00
Floor (Kitchen)	\$40.00
Toilet	\$25.00
Shower/Tub	\$65.00
Medicine Cabinet	\$5.00
Vanity	\$5.00
Floor (Bathroom)	\$25.00
Trash Removal (per room)	\$25.00
Windows	\$15.00 per window
Bedroom Floors (vacuum)	\$15.00 each room
Tile Cleaning	\$25.00
Carpet Cleaning	\$75.00 /room, \$45 hallway/stairs
Closets	\$10.00 each
Extensive Cleaning (any room)	\$100.00

DAMAGE:

Negligent Soiling or damage to walls	\$250.00 /room to paint
Removal or wall covering	\$35.00 per hour
Nail holes or other small holes	\$2.50 each
Larger holes (1/2" – 2")	\$5.00 each
Cigarette burns in carpeting	\$95.00 each
Rugs/pads requiring replacement	\$25.00 per square yd./ft.
Light bulb replacements	\$5.00 each
Missing keys	\$25.00
Lock replacement	\$75.00 each, plus cost of locks
Lawn: trim shrubs, mow, and weed	\$125.00 minimum
Missing screens	\$50.00 each
Broken windows	\$75.00 minimum each