**PENNSYLVANIA PLAIN LANGUAGE LEASE**

*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 Resident agree to lease the house/apartment on the following terms:

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

**RESIDENT(S):**

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

1. **ADDRESS OF 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 (“Renewal Term”).

**3) MONTHLY RENT:** The Resident agrees to pay **$000** for the period of \_\_\_\_\_\_\_through **\_\_\_\_** and **$000** **per month** for each remaining month of the Initial Term, which includes $15.00 per month for your Resident Benefits Program (See Addendum #8). 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 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) MOVE IN COSTS:**

**CHARGE** **AMOUNT**

First Month Rent $0,000.00 Monthly

Pet Rent N/A Monthly (See Section 5)

Lease Administration Fee $ 25.00 Paid with first month rent

Resident Benefits Program $ 15.00 Monthly (See Addendum 8)

Security Deposit $0000.00 2 Months

Pet Security Deposit $ 000.00 See attached Pet addendum

Total Due $0000.00

**5) PET(S) AND PET RENT: No pets are permitted**. But if the Landlord permits pets, then Resident is r**equired to complete a** third-party screening and review process through PetScreening.com**.** This process ensures we have your pet and animal-related policy acknowledgments, pet/animal history and records, and legal attestation of truthfulness and accuracy on file. The pet rent is determined based upon the "Paw Score" that PetScreening.com assigns to your pet. This score is determined using a proprietary formula that takes into account things like pet age, per breed, pet size etc. The pet rent will be as follows

* 4 or 5 Paws - $40.00/month/pet
* 3 Paws - $50.00/month/pet
* 0 - 2 Paws - $60.00/month/pet

Certain breeds such as Bull Terrier, Coyotes and Wild Dogs, Doberman Pinscher, German Shepherd, Pit Bull, Rottweiler, or Husky Staffordshire Bull Terrier among others will not be approved. No reptiles, snakes or exotic animals of any sort will be permitted.

If Resident obtains a pet after move-in, Resident is required to 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 (Addendum #3). Resident(s) also agrees to pay a **$250.00** assessment, per occurrence for an unauthorized pet in the Leased Unit.

**6) 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, if any, is not received by the fifth (5th) day of a month, the Monthly Rent shall increase by $75.00 for that particular month.
* **NONSUFFICIENT FUNDS FEE:** There is a $25.00 returned check charge for any payment returned for insufficient funds. In the event that two of Resident’s checks are dishonored during any twelve (12) month period, the Resident 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 $25.00 will be charged.
* **HOLDOVER FEE:** Resident(s) shall have no right to holdover possession of the Leased Unit after the expiration or termination of this Lease without Landlords prior written consent, which consent may be withheld in Landlords sole and absolute discretion. If Resident(s) retain possession of any part of the Leased Unit after the Initial Term or future Renewal Terms, Resident(s) shall become a month-to-month resident for the entire Lease Unit upon all of the terms of this Lease as might be applicable to such month-to-month tenancy, except that Resident(s) shall pay Monthly Rent at 150% of the rate in effect immediately prior to such holdover plus pay a Holdover Fee of $50.00 per day.

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

1) Late Rent Fee, Returned Check Fees and Notice to Quit Fee

2) Legal and/or court fees

3) Resident owed utility bills

4) Any other fees owed but not paid

5) Past rent then Current rent

1. **SECURITY DEPOSIT:** Resident has delivered to Landlord a security deposit of $0.00 as security that Resident will perform their obligations under this Lease. Landlord may use any portion of the security deposit to pay for loss or damages due to Resident'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 Resident as additional rent. Resident may not apply the security deposit towards the rent for the Leased Unit. Landlord may retain the security deposit if Resident fails to make full rental payments as required by this Lease, or if Resident vacates prior to the end of the Lease Term. Landlord shall deposit the security deposit at **Firstrust Bank**. To be eligible for return of the security deposit after vacating the Leased Unit, Resident must comply with all elements of the Security Deposit Refund Addendum (Addendum #6).
2. **ZERODEPOSIT PROGRAM:** Landlord does offer all Residents a subscription-based billing authorization ZeroDeposit Program which, if approved, may be used in place of a cash security deposit. If Resident is approved for the ZeroDeposit Program through our partner Obligo.com, then Landlord agrees to accept Resident’s subscription in the ZeroDeposit Program in place of a cash security deposit. Resident’s participation in the ZeroDeposit Program, is subject to the following: (1) if Landlord makes any claims under this Lease prior to the end of the Initial Term, or any future Renewal Terms, then Resident agrees to promptly increase the billing authorization under the Obligo Service in an amount equal to any such claims, (2) if the Obligo Service terminates for any reason, Resident agrees to pay the security deposit amount stated in Section 8 of this Lease to Landlord within thirty (30) days of such termination, and (3) Resident agrees not to do, or omit to do, anything that will constitute a breach of the terms applicable to the Obligo Service or that amount to a termination of Resident’s subscription prior to the end of the Initial Term, or any future Renewal Terms without Landlord’s prior written consent.
3. **UTILITIES: All utilities shall be at Resident's expense.** Resident agrees that these utilities shall be placed in the name of Resident on or before the move in date and all utilities shall be promptly paid when due.
4. **PEST CONTROL:** During the first 30 days of tenancy, the Landlord is responsible for pest control if reported by Resident. Resident is solely responsible for any pest removal needed following the first 30 days of tenancy.
5. **BED BUGS:** Residents shall not knowingly bring any belongings, or furnishing, into the Lease Unit that may be infested with bed bugs. Additionally, Resident has reviewed and will comply with the Bed Bug Addendum #5.

**Initial \_\_\_\_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_\_\_\_\_\_**

* 1. **USE AND OCCUPANCY OF PREMISES:**

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

Additional Resident:

Additional Resident:

Additional Resident: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 resident who signs this Lease agrees and warrants that he or she has authority to sign for all additional resident(s).

1. Resident will not remove or attempt to remove Resident's personal property from the Leased Unit without first paying to Landlord all rent due for the balance of the term of this Lease.
2. Resident will notify Landlord if Resident intends to be away from the Unit for more than ten (10) days.
3. Resident will comply with all relevant statutes, laws, ordinances and regulations. Resident 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.
4. Resident will not act in any way which unreasonably disturbs the peace and quiet of other residents.

**14) POSSESSION:** Landlord will make a good faith effort to make the Leased Unit available to Resident 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 Resident. This Lease will be terminated at Resident'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 Resident is Resident'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 Resident. All Residents’ deposits held by Landlord will be refunded.

**15) SUB-LETTING:** Resident may **not** sublease or assign this Lease or sublease the Leased Unit. Resident may not permit the Leased Unit to be occupied by any person other than those in Paragraph 13(a).

**16) ALTERATIONS:** Resident may not under any conditions change locks without first obtaining Landlord’s written permission. Resident 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.

**17) CONDITION OF LEASED UNIT; REPAIR OF DAMAGE:** Resident has examined the Leased Unit and is satisfied with its present physical condition. Resident 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 Resident will promptly notify Landlord in writing. Landlord agrees to perform the repairs with reasonable promptness after written notice from Resident, and to pay for repairs required due to ordinary wear and tear. Resident agrees to pay as Additional Rent the cost of the repair of damage caused by Resident or other permitted occupants or visitors of Resident. 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.

Resident(s) is/are 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 Resident**. The checklist can be mailed to our office as listed on Addendum #9 or faxed to 610-500-5682.

**Initial \_\_\_\_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_\_\_\_\_\_**

**18) 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. Resident also agrees to permit Landlord to temporarily turn off utilities for required maintenance.

**19) 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 Resident or other permitted occupants of the Leased Unit or their visitors, this Lease will terminate when Resident pays all rent due to the date that Resident vacates the Leased Unit. Landlord is not responsible for any loss, damage or inconvenience sustained by Resident due to fire or other casualty.

**20) RESIDENT’S PERSONAL PROPERTY AND INSURANCE: Landlord will not be responsible for any damage to Resident's personal property. For that reason, Resident 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 Resident has vacated or has been evicted shall be considered abandoned, and Landlord may dispose of it in any manner without notice to Resident. Landlord's cost of disposal shall be payable by Resident as Additional Rent.

**Initial \_\_\_\_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_\_\_\_\_\_**

**21) ACCESS:** Landlord, Owner or anyone authorized by Landlord may enter the Leased Unit after first notifying Resident 24-hours prior to entering. In the event of any emergency, Landlord may enter the Leased Unit without giving Resident 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 resident.

**22) YARD MAINTENANCE AND SNOW REMOVAL**: Resident 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, Resident will be responsible for all fines and penalties.

**23) STORAGE AND PARKING:** Unless otherwise provided in this Lease, the designated storage and parking areas, if applicable, may be used by Resident at no cost, but only as Landlord may from time to time direct for the common convenience of all residents. 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 Resident shall immediately remove all goods and vehicles as Landlord may direct. Resident's failure to remove such goods and vehicles shall constitute Resident's appointment of Landlord as Resident's agent to a public warehouse at Resident'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.

**24) LEASE TERMINATION OR RENEWAL:**

1. Either Landlord or Resident 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.
2. If neither party elects to terminate at the end of the Initial Term or any Renewal Terms this lease will automatically renew on a month-to-month basis.
3. Landlord may increase the rent or change the Term of the Lease for any renewal period by sending written notice to Resident at least thirty (30) days before the end of the Initial Term or of any Renewal Term. Resident 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 Initial Term. If Resident does not send notice terminating the Lease, it shall renew on the terms set forth in Section 2 of this Lease Agreement.
4. If Landlord does not agree in writing to Resident’s request to terminate this Lease before the end of the Initial Term or of any Renewal Term, Resident 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.

**25) LANDLORD’S REMEDIES:** If at any time Resident 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 Resident and Landlord may sue to collect this rent.
* Landlord may terminate this Lease.
* Landlord may evict Resident.
* Landlord may sue Resident to collect any sums owed by Resident under this Lease including but not limited to reasonable legal fees, an Eviction Processing Fee of $250 and court costs to enforce lease terms. Resident agrees to pay all reasonable legal fees and court costs.
* Landlord may exercise any one or more of the other remedies available 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 $250 and court costs to enforce lease terms.

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

**Initial \_\_\_\_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_\_\_\_\_\_**

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

**28) 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 Residents change the locks. If locked out of the Property, Resident will pay Landlord a $75 fee to unlock door. If the keys are lost and locks must be changed, Resident will pay Landlord a $125 fee to change each lock.

**29) 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.

**30) APPLICATION:** Landlord may terminate this Lease if any of the information provided by Resident in its Rental Application or Pet Application was inaccurate.

**31) RELEASE OF LANDLORD:** Landlord shall not be responsible for any injury, property damage or loss sustained by Resident or any other person on or in connection with the Leased Unit or Property. Resident 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 Resident.

**32) ADDITIONAL TERMS AND CONDITIONS:** Additional terms and conditions of this Lease are set forth in the "Rules and Regulations" (Addendum #1) 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.

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

**34) REPORT TO CREDIT/RESIDENT 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 resident reporting agency, and may create a negative credit record on your credit report.

**35) LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: See Addendum No. 4.

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

**37) Attached are riders, addenda, and amendments.**

a. Addendum No. 1: Rules and Regulations.

b. Addendum No. 2: Drug-Free Housing Addendum.

c. Addendum No. 3: Pet Addendum.

d. Addendum No. 4: Lead-Based Paint Notification.

e. Addendum No. 5: Bed Bug Addendum

f. Addendum No. 6: Security Deposit Refund Procedure.

g. Addendum No. 7: Remediation of Mold Addendum.

h. Addendum No. 8: Resident Benefits Program

i. Addendum No. 9: Rent Collection Policy & Procedure

j. Addendum No. 10: Move-In/Move-out Inspection Form

k. Addendum No. 11: Resident Fees

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGENT FOR LANDLORD DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_**

**MIKE LAUTENSACK, BROKER DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R**ESIDENT DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R**ESIDENT DATE**

**ACKNOWLEDGMENT OF RENT SUITABILITY CERTIFICATE AND PARTNERS FOR GOOD HOUSING**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**RESIDENT DATE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**RESIDENT DATE**

**Addendum #1**

**Rules and Regulations**

***Referred to in the Foregoing Lease and Made Part Thereof***

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 residents.
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 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 Resident, 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**

1. RESIDENT understands that if any or all of the rent is not received by the 5th of a month, Resident shall pay Late Fee of Seventy-Five Dollars ($75.00).
2. RESIDENT agrees not to place waterbeds in the Leased Unit.
3. RESIDENT agrees to abide by all borough or township codes or shall be held directly responsible for violation of same.
4. RESIDENT 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.
5. RESIDENT agrees not to use any kerosene heaters or to store any flammable liquids on Leased Unit.
6. LANDLORD warrants that all drain and sewer lines are clear and free at the time of occupancy and RESIDENT agrees that it is his/her responsibility to keep these drains clear.
7. RESIDENT agrees that it is his/her responsibility to obtain insurance covering his/her own personal goods and property against any loss and/or damage.
8. RESIDENT agrees that in the event of eviction proceedings, resident, will pay all reasonable legal fees, an Eviction Processing Fee of $250 and court costs to enforce lease terms.
9. RESIDENT agrees that this is a NON-SMOKING unit.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGENT FOR LANDLORD DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE Addendum #2**

# DRUG-FREE HOUSING ADDENDUM

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

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

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

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

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence 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.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGENT FOR LANDLORD DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

**Addendum #3**

**PET ADDENDUM**

**THIS ADDENDUM** to the Lease Agreement between Landlord and Resident entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, constitutes Addendum No. 3 to the Lease Agreement.

**WHEREAS**, Resident 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 Addendum No. 3 to and part of the Lease between Landlord and Resident.

**WHEREAS**, the Resident has gone to Landlord’s website to complete a Pet Application at <https://delvalproperty.petscreening.com/> and has verified all information provided is true and correct.

**IT IS AGREED** that the Landlord may revoke permission for Resident to keep said Pet on the premises by giving Resident proper written notice. Failure to comply on the part of the Resident will be deemed *"Material Non-Compliance"* of the Lease and will be grounds for eviction. In the event of default by Resident of any of the terms of this Addendum, Resident 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 Resident 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 Resident's liability for property damages, cleaning, deodorization, defleaing, replacements and/or personal injuries as herein further specified. The Resident'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. Resident shall be strictly liable for the entire amount of any damages to the premises or property if damages caused by said pet(s). The Resident shall indemnify Owner and Landlord from all costs of litigation and attorney fees resulting from same.

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

**IT IS FURTHER AGREED** that the Resident 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 Resident further represents that the Pet is quiet and housebroken and will not cause any damage or annoyance to other Residents. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance or in any way to inconvenience other Residents thereby resulting in complaints from any other Resident.

**IT IS FURTHER AGREED** that the pet will not be permitted outside the Resident's unit, if applicable, **unless the pet(s) is/are carried in Resident'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 Resident'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 Resident'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 Resident 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 Resident's pet.

**IT IS FURTHER AGREED** that Resident 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 Addendum No. 3 of the Lease Agreement as of the day and year first above written.

**SIGNATURES**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGENT FOR LANDLORD DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

**Addendum #4**

### 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:

      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**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

**Addendum #5**

**BED BUG ADDENDUM**

The goal of this Addendum is to protect the quality of the Lease Unit’s environment from the effects of bed bugs by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the Lease Agreement.

1. The history of bed bugs during the previous 120 days is as follows: (check one)

A. \_\_\_ Landlord is not aware of any bed bug infestations during the previous 120 day.

B. \_\_\_ There was a report of bed bugs during this period. Appropriate remediation was performed, and the Leased Unit is now deemed clear of any bed bug infestation. Documentation of the remediation is available for review by contacting the Landlord.

C. Resident acknowledges having received the informational notice regarding bed bugs prepared by the City of Philadelphia titled “*Philadelphia Bed Bug Brochure 2021*”, a copy of which is attached hereto.

**Initial \_\_\_\_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_\_\_\_\_\_**

1. Landlord has developed, maintained and is following a bed bug control plan as required by City of Philadelphia ordinance Section 9-4500 et seq.
2. Landlord and Resident acknowledge their responsibilities as set for the in City of Philadelphia Ordinance Section 9-4502, including the following:
3. **Landlord obligations:** Upon notification by a person who finds, or reasonably suspects, an infestation of bed bugs in a rental unit, the Landlord shall:

1)  acknowledge the complaint within five (5) business days of notification of the suspected infestation;

2) obtain investigatory and remedial services from a pest management professional within ten business days of notification;

3) upon a determination of an infestation, provide remedial services until such time as a pest management professional determines that no evidence of bed bugs can be found in the unit;

4) in buildings of four or more units, obtain investigatory services of such a professional in connection with any unit directly adjacent to, above or below the unit from which the original report came;

5) provide Residents with no less than 24-hours’ notice in advance of entering a unit for purposes of inspection, remediation or monitoring in connection with a bed bug complaint;

6) provide all Residents of units affected by a bed bug complaint with written notice of the pest management professional’s determination in connection with such unit within five business days of receipt of information from the professional. Similar notification shall be provided to all Residents in connection with determinations made regarding a common area of a building;

7) obtain reasonable monitoring services for a period of 12 months after no evidence of bed bugs can be found in connection with any unit determined to be infested. If the unit is leased to a new Resident during the monitoring period, the landlord must fully explain the monitoring activities to the new Resident and continue monitoring during such period; and

8) maintain a written record of all complaints and control measures provided, including reports of chemicals applied and other remedies provided by the pest management professional or other person and any other reports or receipts prepared by the pest management professional. Such records shall be maintained for two years.

**B. Resident Obligations:**

1) A Resident shall not knowingly bring into the building personal furnishings or belongings that are infested with bed bugs.

2) A Resident that finds, or reasonably suspects, a bed bug infestation in the Resident's Leased Unit or a common area of the building shall notify the Landlord within five (5) business days of finding or suspecting the infestation.

3) A Resident that notifies a Landlord of a suspected infestation, or that is advised by a Landlord in writing of a suspected infestation in the building, shall cooperate with reasonable recommendations provided by a pest management professional hired by the Landlord to investigate and remediate the infestation, including by:

(a) granting access at reasonable times to the Leased Unit for purposes of inspection and remediation, upon reasonable notice by the Landlord;

(b) not interfering with inspections or remediation efforts;

(c) carrying out reasonable preparations, such as cleaning or moving furniture, before treatment, in accordance with the recommendations of the pest management professional; and

(d) carrying out other reasonable recommendations of the pest management professional.

**C. Responsible Party:**

* + 1. If the Lease Unit is in Philadelphia County then
       1. If Resident notifies landlord in writing within 365 days after the lease commencement date that Resident found, or reasonably suspects, a bed bug infestation, or within 180 days of discovery of a bed bug infestation in an adjoining unit in the building, Landlord shall be responsible for the costs of investigating and remediating the infestation.
       2. If Resident notifies the Landlord in writing more than 365 days after the lease commencement date that Resident found or reasonably suspects a bed bug infestation, Landlord shall be responsible for investigating and remediating the infestation, provided that Resident shall share in the responsibility for the reasonable costs thereof. Resident shall not be responsible to share in costs in connection with properties managed by the Philadelphia Housing Authority or properties for which rent is paid through a government housing subsidy or voucher program.
    2. If the Lease Unit is outside Philadelphia County, then Landlord and Resident agree to conform with local landlord/resident rules regarding bed bug remediation and cost.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGENT FOR LANDLORD DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

# Addendum #6

# SECURITY DEPOSIT REFUND PROCEDURE

This addendum to the Lease Agreement is effective as of the date executed between Landlord and Resident and constitutes Addendum #6 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 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 25 and 26 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**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

**Addendum #7**

### REMEDIATION OF MOLD

RESIDENT 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 resident allows such conditions to develop, he/she agrees to correct such conditions.

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

RESIDENT 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 Resident that the Landlord intends to remediate the mold in the Resident’s unit, the Resident will give immediate access to the Landlord to the unit. Should Landlord determine that the Resident must vacate the unit during the remediation, Resident 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 Resident 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 Resident 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 Resident immediately upon the Resident’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 Resident 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 Resident’s unit or has not provided the Resident with a Plan of Action for the remediation of the mold in the Resident’s unit, the Resident 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 Resident 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 Addendum No. 7 of the Lease Agreement as of the day and year first above written.

**SIGNATURES**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGENT FOR LANDLORD DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT DATE**

**Addendum #8**

**Resident Benefits Program**

Our **Resident Benefits Program** is included with all Del Val Realty & Property Management Lease Agreements and includes the below list of benefits. These benefits are only available while the property is managed by Del Val Property Management. The cost for the Resident Benefit Program is $15.00 per month. If you elect to participate in the **ZeroDeposit Program,** there are additional fees.

**ZeroDeposits Program -** Del Val is one of the few property managers in the country that allow residents to avoid putting up a traditional security deposit with our **ZeroDeposit Program.** This program allows residents to pay a small monthly fee starting at $9.90 per month but will vary based the lease details and your financial situation. If approved, you pay the small monthly fee but do not have to pay a security deposit.

**White Glove Cleaning and Welcome Gift** - Before anyone moves into one of our homes we complete our “**White Glove Cleaning**.” This proc**ess** includes floors vacuumed, hardwood and vinyl floors mopped, appliances cleaned inside and outside, toilets and bath/showers are spotless, windows cleaned, baseboards wiped clean and more. It is this attention to detail that provides you the comfort your new home will be clean and ready for your moving day.

**Utility Concierge Service ($150.00 Value)** – Our utility concierge service will assist you in setting up your utilities including electric, gas and water plus any phone, cable, or security needs when you move into your new home.

**Online Rent Payments** **($12.00 Value) -** Pay your rent online and never worry about losing your rent in the mail or late fees because it arrives late. Set up a one-time or recurring secure bank transfer or eCheck and never have to mail rent again!

**Pay Rent with Cash** - If you do not have a bank account you can pay your rent with cash at any local 7-Eleven or CVS Pharmacy!

**One-time Late Fee Forgiveness ($75.00 Value) -** We allow our residents a one-time late fee forgiveness assuming the payment is made within 7 days of the late fee date and your account is fully paid up.

**One-time Non-sufficient Funds (NSF) Forgiveness ($25.00 Value)** – We allow our residents a one-time waiver of a non-sufficient fund fee assuming the replacement payment is made within 7 days of the original and your account is fully paid up.

**Secure Resident Portal** - Your password-protected portal allows you to view your payment history, print rent receipts, make repair requests and update your information anytime.

**Maintenance Request via Phone App** – We have a phone application (app) called **Property Meld** where you can enter maintenance requests and include photos or videos of your issue and get an instant response via text or email.

**Quality Repairs** - Our vendors are prescreened to ensure they are knowledgeable, friendly and they leave your property clean after a job. We even send you a maintenance survey after the job so you can give your honest feedback.

**24 Hour Repair Hotline** - You will talk to a live trained technician for after-hours emergencies who will provide immediate help.

**Property Inspections** - We inspect your property during your lease term to ensure there are no outstanding repair issues and all the safety systems are working properly.

**Plain Language Lease Agreements** - Our lease is a Pennsylvania Plain Language lease, so you do not need a legal degree to read and understand our lease and it is designed to be fair and transparent.

**Response Time Guarantee** - Nobody likes waiting for a response, which is why we promise to respond to all communication within 24 hours during business days.

**Online Pet Profile** - Our Online Pet Profile provides you a secure place online to store all the important information about your pets. Pet profiles can easily be shared with pet service providers such as veterinarians, animal hospitals, pet sitters and doggie daycares.

**Security Deposit Protection** - If your property is foreclosed on for any reason, we guarantee the protection of your security deposit.

**Build Your Credit** - We have partnered with <https://www.creditrentboost.com/> . You can opt into a free service to have your on-time payments reported to the credit bureaus to help you build credit history and view your credit score too!

**Lockbox Move In -** If you are unable to pick up your keys during business hours for your move in, we can provide you with the keys via a lockbox at any time that is convenient for you.

**Lockbox Move Out -** If you are unable to drop your keys off during business hours for your move out, we can provide you with a lockbox to turn the property keys over to us at any time that is convenient for you.

The monthly Resident Benefit Program fee will automatically be added to your rental ledger each month. To receive all the benefits listed above your account must be in good standing.

**Addendum #9**

RENT COLLECTION POLICY AND PROCEDURE

ALL RENT PAYMENTS ARE TO BE MADE PAYABLE TO:

**Del Val Realty & Property Management**

PAID ELECTRONICALLY**:**

**Resident 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 an 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 RESIDENT 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 RESIDENT 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.

ALL RENT MUST BE PAID BY ONLINE. NO CASH IS ACCEPTED AT ANY TIME.

RESIDENT AGREES TO BE LIABLE FOR ALL COSTS OF COLLECTION INCLUDING ATTORNEY’S FEES, AN EVICTION PROCESSING FEE AND COURT COST.

**Addendum #10**

**Move-In/Move-Out Inspection Form**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Property Address:** |  |  | **Resident Name (s):** | | |  |
| **City State Zip•** |  |  | **Resident Name (s):** | | |  |
|  |  |  | | | | **Condition**  **(Good, Fair,**  **Bad)** |
|  | **Move-In** | **6 Month** | | **12 Month** | **Move-Out** |
| DATE: |  |  | | | |  |
|  |  |  | | | |  |
| ENTRANCE/HALLS |  |  | | | |  |
| Steps and landings |  |  | |  |  |  |
| Handrails |  |  | |  |  |  |
| Doors |  |  | |  |  |  |
| Hardware/Locks |  |  | |  |  |  |
| Floors/Coverings |  |  | |  |  |  |
| Walls/Coverings |  |  | |  |  |  |
| Ceilings |  |  | |  |  |  |
| Windows/Coverings |  |  | |  |  |  |
| Lighting |  |  | |  |  |  |
| Electrical Outlets |  |  | |  |  |  |
| Closets |  |  | |  |  |  |
| Fire alarms/equipment |  |  | |  |  |  |
|  |  |  | |  |  |  |
| LIVING ROOM |  |  | | | |  |
| Floor/Coverings |  |  | |  |  |  |
| Walls/Coverings |  |  | |  |  |  |
| Ceiling |  |  | |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Windows/Covering |  |  |  |  |  |
| Lighting |  |  |  |  |  |
| Electrical outlets |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| DINING ROOM |  |  | | |  |
| Floor/Coverings |  |  |  |  |  |
| Walls/Coverings |  |  |  |  |  |
| Ceiling |  |  |  |  |  |
| Windows/Coverings |  |  |  |  |  |
| Lighting |  |  |  |  |  |
| Electrical outlets |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Move-ln | 6 Month | 12 Month | Move-Out | Condition  (Good, Fair  Bad |
| DATE: |  |  |  |  |
|  |  |  |  |  | |
| KITCHEN | | | | | |
| Range |  |  |  |  |  |
| Refrigerator |  |  |  |  |  |
| Sink/Faucets3 |  |  |  |  |  |
| Floor/Coverings |  |  |  |  |  |
| Walls/Coverings |  |  |  |  |  |
| Ceiling |  |  |  |  |  |
| Windows/Coverings |  |  |  |  |  |
| Lighting I |  |  |  |  |  |
| Electrical outlets |  |  |  |  |  |
| Cabinets |  |  |  |  |  |
| Closets/Pant 2 |  |  |  |  |  |
| Exhaust fan |  |  |  |  |  |
| Fire alarms/equipment |  |  |  |  |  |
| BEDROOM(S) | | | | | |
| Doors and locks |  |  |  |  |  |
| Floor/Coverings |  |  |  |  |  |
| Walls/Coverings |  |  |  |  |  |
| Ceiling |  |  |  |  |  |
| Windows/Covering |  |  |  |  |  |
| Closets2 |  |  |  |  |  |
| Lighting I |  |  |  |  |  |
| Electrical outlets |  |  |  |  |  |
| BATHROOM(S) | | | | | |
| Sink/Faucets3 |  |  |  |  |  |
| Shower/Tub3 |  |  |  |  |  |
| Curtain rack/Door |  |  |  |  |  |
| Towel rack |  |  |  |  |  |
| Toilet |  |  |  |  |  |
| Doors/Locks |  |  |  |  |  |
| Floor/Coverings |  |  |  |  |  |
| Walls/Coverings |  |  |  |  |  |
| Ceiling |  |  |  |  |  |
| Windows/Coverings |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Closets |  | |  | |  | |  | | |  |
| Cabinets |  | |  | |  | |  | | |  |
| Exhaust Fan |  | |  | |  | |  | | |  |
| Lighting |  | |  | |  | |  | | |  |
| Electrical Outlets |  | |  | |  | |  | | |  |
| **OTHER EQUIPMENT** | | | | | | | | | | |
| Heating Equipment | |  | |  | |  | |  |  | |
| Air-conditioning unit(s) | |  | |  | |  | |  |  | |
| Hot-water heater | |  | |  | |  | |  |  | |
| Smoke/Fire alarms | |  | |  | |  | |  |  | |
| Thermostat | |  | |  | |  | |  |  | |
| Doorbell | |  | |  | |  | |  |  | |
| 1. Fixtures, Bulbs, Switches, and Timers 2. Floor/Walls/Ceiling, Shelves/Rods, Lighting 3. Water pressure and Hot water | | | | | | | | | | |

|  |  |  |
| --- | --- | --- |
| **COMMENTS**: | | |
|  | | |
|  | | |
| **Move-In**  This unit is in decent, safe and sanitary condition.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Manager's Signature  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.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident's Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident's Signature |  | **Move-Out**  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.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Manager's Signature  Agree with move-out inspection  Disagree with move-out inspection  If disagree, list specific items of disagreement.      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident's Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident's Signature |

**MOVE-OUT CLEANING INSTRUCTIONS**

**ALL ITEMS MUST BE COMPLETED FOR RETURN OF SECURITY DEPOSIT**

**THIS FORM MUST BE FAXED TO THE 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, bathtubs, 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.

**CLEANING not done by you**: **MINIMUM CHARGES**

Stove or oven $75.00

Refrigerator $65.00

Kitchen Sink $20.00

Cabinets $12.50 each

Countertops $5.00

Floor (Kitchen) $50.00

Toilet $30.00

Shower/Tub $75.00

Medicine Cabinet $15.00

Vanity $5.00

Floor (Bathroom) $30.00

Trash Removal (per room) $30.00

Windows $15.00 per window

Bedroom Floors (vacuum) $25.00 each room

Tile Cleaning $25.00

Carpet Cleaning $75.00 /room, $45 hallway/stairs

Closets $25.00 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

**Addendum #11**

RESIDENT FEE ADDENDUM

|  |  |  |  |
| --- | --- | --- | --- |
| Standard Fees | | | |
| Item | Fee | Details |
|  |  |  |
| Application Fee | $50 | Each occupant and co-occupant 18 years or older must submit an application. The $45 Application Fee is non-refundable. |
| Pet Application Fee | $20/$15 | The Pet Application Fee is $20.00 for the first pet profile and $15.00 for each additional pet in your profile. |
| Lease Administration Fee | $25 | Paid with the first month rent. |
| Late Fee | $75 | Section 6: 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. |
| Monthly Pet Rent | $40 to $60 /pet/month | Section 5: Resident agrees to pay pet rent for each month of the initial Term as Pet Rent. |
| Unauthorized Pet Fee | $250 | Resident(s) agrees to pay a **$250.00** assessment, per occurrence for an unauthorized pet in the Leased Unit |
| Lease Renewal Administration Fee | $25 | Charged if you renew your lease. |
| Non-sufficient Funds Fee | $25 | Per occurrence |
| Notice-to-Quit Fee | $25 | Per occurrence |
| Unlocking Doors | $75 | If locked out of the Property, Resident will pay Landlord a $75 fee to unlock door. |
| Changing Locks | $125/lock | If the keys are lost and locks must be changed, Resident will pay Landlord a $125 fee to change the locks. |
| Holdover rent and fee | 150% of rent and $50 per day |  |