GN Associates

119 S. Burrowes St. • State College, PA 16801 (814) 238-1878



State College Apartment Lease Agreement - SAMPLE

1.1 DEFINITIONS

G.N. Associates is the Landlord. **<<Tenants (Financially Responsible)>>** is the Tenant. The assigned apartment is **<<Unit Name>>** at **<<Property Name>>** located at **<<Property Address>>**.

1.2 LANDLORD'S RESPONSIBILITY Landlord rents to Tenant the apartment as noted in the **Adjustable-Rate Rider** with others who will also live there. This lease refers to other persons assigned to an apartment as Residents.

A) Date lease begins <<lease date="" start="">></lease> . Date lease ends	< <lease date="" end="">> at noon.</lease>
B) Total apartment rent for entire term is \$ of \$ on the first day of each month.	Tenant(s) together shall pay this rent in equal payments
C) Security deposit for entire apartment: \$	

1.3 SECURITY DEPOSIT; CLEANING & DAMAGE CHARGES

- A) Security Deposit. The deposit provides security to Landlord for damages, cleaning, and repairs. Tenant shall not use the deposit as a rental payment or to cover any charges during the Lease. Landlord may retain, in part or full, the security deposit for unpaid rent, late fees, cleaning, damages, or for reimbursement for any other breach of the Lease. At the end of the Lease, Tenant must provide the Landlord the Tenant's new address, in writing. Tenant is responsible, jointly with all Residents of the assigned apartment, for all applicable cleaning or damage charges. Landlord shall divide the charges into as many equal parts as Residents, subsequently applying one part against each tenant's security deposit.
- B) Cleaning and Damages. Tenant will not damage the apartment or allow anyone else to do so. Tenant shall, separately and together with all Residents, surrender possession to Landlord in a clean and good condition at the end of the Lease or when assigned to another apartment. Before vacating the apartment, the Tenant and Residents shall have all carpeting professionally cleaned. They shall return all windows, screens and doors, including interior and exterior parts, in the same condition as originally given to them. Tenant shall return all keys for the apartment to Landlord by noon on the Lease ending date specified. Late fees or replacement fees will be charged for all keys not returned.

1.4 RESPONSIBILITIES OF TENANT

- A) Rent Payment. Rent is due and payable by the first day of each month with a grace period until the fifth day of the month. Payments must be made online via the tenant APPFOLIO Portal and no additional time is added to the grace period if the fifth falls on a weekend or holiday. If the Lease begins after the first day of a month, that month's rent is still due in full. Tenant shall not receive any deduction from the rent because the last day of the Lease is before the last day of the month.
- B) **Computing Late Payment.** If Tenant does not pay rent by the fifth day of the month, there is an automatic late fee of \$18. Late fees will continue to accrue at the rate of \$3.00 per day until such time payment is made.
- C) Future Payments. Accepting a late payment does not waive any of Landlord's rights in the collection of rent nor does it imply any terms of the Lease herein have been revised. Landlord may enforce escalation of this Lease and demand payment in full should Tenant continue to default on future rent payments.
- D) Other Charges and Payments. Tenant shall pay all charges incurred during the Lease term such as, but not limited to: damages caused by Tenant, fellow Residents or guests within the unit, lock-outs, maintenance issues as a result of Tenant or Resident negligence and extermination fees due to poor housekeeping or a violation of the no pet policy. All charges imposed during the term of the Lease must be paid within 30 days. Tenant is responsible, jointly with all Residents of the assigned apartment, for all applicable charges. Landlord shall divide the charges into as many equal parts as Residents, subsequently applying one part to each tenant's ledger. Tenant shall make payments online through AppFolio.

- E) **Returned Payments by Bank.** If the bank returns a payment, Tenant owes late charges retroactive to the original due date until Tenant pays the rent in full and shall pay Landlord's fee for returned payments. These obligations are in addition to any civil or criminal liability from such action.
- F) **Fire**. Tenant, guests and fellow Residents shall guard against fire taking precaution within the assigned apartment and all common areas of the building. Smoking in the common areas is strictly prohibited. If an accident occurs within the apartment where smoke or other damage is sustained, Tenant agrees to notify the Landlord immediately. Tenant also agrees to pay all charges to remedy the damage.
- G) **Fire Extinguisher.** Upon taking occupancy, Tenant shall carefully examine the chemical ABC fire extinguisher in the apartment. Tenant shall notify Landlord if it needs any service. If it disappears, is misused or tampered with by any person, Tenant shall pay for its replacement, repair or recharge.
- H) **Protection of Landlord.** Tenant shall hold Landlord harmless against all claims which Tenant and Tenant's visitors may make. Tenant and fellow Residents are solely responsible for the actions of their guests and will be held liable for any damage or injury resulting from a violation of the lease or act of vandalism.
- I) Vacating the Assigned Apartment. Tenant agrees to follow procedures established by Landlord if Tenant shall vacate the apartment prior to the Lease ending date. Tenant acknowledges vacating the apartment does not nullify obligations under this Lease. Tenant must abide by all Lease terms and regulations until such time a suitable replacement is procured or fellow Residents have agreed, in writing, to assume all responsibilities hereunder. Tenant will be responsible for rent from any Tenant whom Landlord cannot assign because of Tenant's conduct. Tenant shall also pay Landlord's fees for assignment, subletting, or relinquishing Lease rights.
- J) **Assignment of Occupancy.** Tenant has executed an Application and Binding Offer to Lease in conjunction with an Adjustable-Rate Rider noting the desired occupancy of the assigned unit.

1.5 USE OF PREMISES; NO ASSIGNMENT OR SUBLETTING

Tenant will not do or allow anyone else to do any of the following without Landlord's written consent:

- A) **Residential Use.** Tenant shall not use the apartment for any reason except as Tenant's residence. Any replacement Tenant must first meet Landlord's approval before being accepted as a new Tenant. Any proposed new Tenant must submit an Application for review by Landlord.
- B) Advertising. Tenant shall not place or allow any sign or advertising on the building, any door or window.
- C) **Renovations and Decorating.** Tenant shall not permanently affix bars, bunk beds, furniture or any other items to the walls, floor or ceiling. Tenant shall not paint or apply stickers to walls, ceilings, window treatments, furniture or cabinets. Tenant shall remove all alterations at the end of the Lease and restore the apartment to its condition to which it was presented at the beginning of the Lease. If damage is sustained as a result of renovations or decorating, all applicable charges will be imposed against the security deposit.
- D) **Machinery and Appliances.** Tenant shall not be permitted to house or operate unsafe or noisy machines and appliances. Additional full size refrigerators are not permitted as well as additional washers and dryers.
- E) Weights and Exercise Equipment. Tenant shall be considerate of fellow Residents when using weights and exercise equipment within the apartment. Dropping weights on the floor will cause damage and is disruptive to other residents in the building. Weights in the apartment beyond safe carrying capacity are not permitted.
- F) **Insurance Risks**. Tenant may not store paint, restricted chemicals, explosives or flammable materials in or near the apartment. Tenant will be held liable for damages, injury and criminal charges in connection with the use or storage of hazardous materials. Should Landlord's insurance carrier refuse or cancel coverage or increase premium as a result of this violation, Tenant shall pay all associated costs.
- G) **Laws and Regulations.** Tenant shall not use or allow others to use the apartment to violate any federal, state or local law or regulation.
- H) **Damage.** Tenant shall not cause or allow any guest to cause any damage to the apartment, any other parts of the building or other property of Landlord. This includes but is not limited to all interior parts and the inner and outer surfaces of all doors, windows, screens and railings. Tenants are responsible for their guests at all times.
- I) Quiet Enjoyment. All Tenants have the right to quiet enjoyment of their apartment. Tenants and their guests may not

interfere in any way with other Residents in the building. This includes playing loud music, making disturbing noises and loitering in common hallways.

1.6 LANDLORD'S RIGHT TO ENTER APARTMENT

Landlord may allow an authorized representative to inspect, clean, repair or make changes to the apartment. When safety, repair or emergency maintenance issues arise, Landlord reserves the right to enter, inspect and make repairs when necessary without notice. In all other instances, Landlord will provide advance notice of Landlord entry as reasonable under the circumstance. If Tenant submits a service request, this will imply permission to enter the apartment. Landlord may have the need to show the apartment to prospective tenants. If so, Landlord will advise the Tenant accordingly.

1.7 TOTAL DESTRUCTION OF PREMISES

- A) This Lease ends if there is a fire or other event that is not the fault of the Tenant or Tenant's guests which damages the apartment or apartment building or that, in Landlord's sole opinion Landlord cannot repair or restore within 60 days even if the apartment itself is not damaged. Tenant's rights and rental obligations shall terminate at the same time.
- B) If the property can be restored, the Landlord has the right to begin repairs within 30 days. Landlord may enter any and all apartments to do so. Should the restorative process interfere with the Tenant's occupancy, Landlord shall not collect rent for the part of the apartment deemed unusable.
- C) Tenant cannot demand compensation or rebates from Landlord for any such damage, interruption in use, or the termination of this Lease.
- D) Landlord is not responsible for lost, damaged or stolen personal property of Tenant or Tenant's guests. Landlord strongly recommends that Tenant carry insurance for property and guests. If there is a loss of property by fire, theft, burglary or any other means, Tenant agrees to relieve Landlord of all responsibility. The Tenant holds Landlord harmless against such loss.

1.8 NO WAIVER

If Landlord waives any part of this Lease, this does not alter other terms within the Lease. Actions of the Landlord and their authorized representatives do not change this Lease in any way.

1.9 RENTAL APPLICATION

Tenant agrees that the information provided on the Application and Binding Offer to Lease is true. If any part is not true, whether relied on or not, Landlord may end this Lease at any time. Tenant agrees that the application legally binds Tenant/Applicant to the lease term once accepted by Landlord.

1.10 REMEDIES OF LANDLORD

If Tenant fails to pay charges or attempts to break the Lease in any way, the Landlord may do any or all of the following. The result of violating the following may include restricting Tenant's right to pay rent in installments and forfeiting the right to live in the apartment. Please also refer to the Important Notice included with this Lease for additional remedies.

- A) Landlord may require Tenant pay the balance for the rent due, escalating the amount due for the full term; and
- B) Landlord may lease the apartment to other persons at the best terms Landlord is able to obtain. If Landlord cannot rent the apartment for the rent stated in this Lease, Tenant shall pay for any loss of rent; and
- C) No action by Landlord, including accepting the apartment from the Tenant and attempting to re-rent it or filing a lawsuit for possession, shall end Tenant's duty to pay rent and other charges; and
- D) Landlord may initiate a lawsuit. Tenant shall pay all expenses of Landlord, including attorney court costs and collection agency fees.

1.11 TAKING BY GOVERNMENT

If a public agency acquires the apartment or the entire building, this Lease shall terminate. Tenant has no claims against the Landlord or public agency as a result of such acquisition. Tenant shall not receive any direct notice from the government.

1.12 SUBORDINATION

This Lease is subordinate to any liens now or later placed upon the apartment or the contents. If Landlord's control or right to possession shall end for any reason, then this Lease shall immediately end, and Tenant shall give Landlord immediate possession. Tenant gives up all claims due to the ending of this Lease for any reason.

1.13 NOTICES

Landlord may use the following methods to deliver notices to Tenant: hand delivery to the apartment, email, text or by first class mail to Tenant's permanent address on record. Any notice to a Resident concerning the apartment has the same effect as if directly to Tenant. Tenant must send all notices to Landlord by certified mail, email or text via their APPFOLIO portal. Proof of receipt for notices sent to Landlord shall be by certified mail return receipt signed by an authorized representative.

1.14 RULES & REGULATIONS

Tenant agrees to the following Rules and Regulations and such other rules and regulations as Landlord adopts from time to time. Tenant and Tenant's guests shall:

- A) **Noise and Odors**. Not make or allow any disturbing noises. Tenant shall not do or allow anything that might interfere with others. Tenant shall not play or allow the playing of any musical instrument, stereo, television or radio in the apartment at a level that is deemed unreasonable between the hours of ten-thirty p.m. and eight-thirty a.m. Tenant must use all cooking equipment to prevent objectionable odors from permeating the building.
- B) Cleanliness. Keep the apartment in good state of preservation and cleanliness.
- C) **Refuse**. Dispose of garbage, refuse and other waste matter as Landlord shall direct. Tenant shall not sweep or throw anything from balconies, out of the windows, into halls, elevators, or stairways. Tenant shall not allow others to do so. If trash is not disposed of properly, Tenant will be charged a clean-up fee.
- D) **Plumbing Fixtures.** Shall not use the toilet, bathtub and other water apparatus for any other purpose than that for which they are constructed. Landlord has provided Tenant with a plunger. Tenant is responsible for plunging clogged toilets. If maintenance staff is called upon to unclog a toilet, a fee will be charged. Tenant shall not use the toilet for the disposal of sanitary napkins, tampons, disposable diapers, sweeping, rubbish, rags or any other articles. Tenant shall pay for any damage or repairs resulting from misuse. There shall be no kegs in bathtubs or shower stalls.
- E) **Public Areas.** Tenant and Tenant's guests shall not loiter in the public halls, entrances, stairways, parking lots, or basements. Tenant's guests shall not be left unattended in any part of the building or grounds. Any damage caused by Tenant or Tenant's guests is the responsibility of Tenant. Neither Tenants nor guests shall go to nonpublic areas.
- F) No Animals. No animals or pets shall be in or around the apartment. All Residents in an apartment where there are any animals shall pay for extermination for the apartment or entire building, if recommended by the exterminator for any actual or potential infestation. Visitors shall not bring pets into the apartment or building or onto the grounds.
- G) **Lumber and Power Tools.** Tenant shall not bring any lumber into the building for any purpose. No one except authorized personnel shall use power tools, saws and hammers within the building.
- H) **Storage.** Tenant shall not place or allow any garbage can, kitchen supplies, ice, laundry or any other articles to be placed on railings, in common hallways, balconies or on staircase landings. Tenant shall not store any items outside the apartment without express written permission of Landlord. Landlord shall have no responsibility to Tenant or any other person for any property left outside the apartment and may remove and throw away any property found. At the end of the Lease, Tenant shall remove all property. At the end of the Lease, Landlord may dispose of any property left in the apartment at Tenant's expense, upon required notice.

Tenant shall not park, store or allow parking or storage of any truck, trailer or disabled vehicle.

I) **Windows**. All window treatments require Landlord approval. Tenant shall not shake or hang any tablecloths, clothing, curtains, rugs, or other articles from any of the windows, doors, or railings. Tenant agrees to close all windows and doors when utilizing the heating and air conditioning.

Tenant and Tenant's guests shall not remove any window screens for any reason, or drop, pour, throw or otherwise propel any item from any window. Tenants are responsible for the cost of repairing or replacing any door, including the apartment entry door, windows or screens that are damaged in any manner or by any cause during the term of the Lease.

No one shall enter or exit the apartment by a window except if directed to do so by emergency personnel.

Tenant and Tenant's guests shall not hang from railings, climb out windows, sliding glass or exterior doors.

- J) **Grounds.** Tenant and Tenant's guests shall not walk on any planted areas. Tenant is responsible for all damages to such areas resulting from such conduct.
- K) Locks and Keys. Tenant will not add, remove, or change any locks without the prior written consent of Landlord. Tenant will not make copies of any keys. If Tenant adds a locking device without prior consent, Landlord has the right to remove it at the Tenant's expense.
- L) **Car Washing and Repairs.** Tenant and Tenant's guests shall not wash, clean, polish, or repair any motor vehicle in the parking area or elsewhere on Landlord's property.
- M) Grills There shall be no charcoal or gas grills within the apartment or on the common grounds.
- N) Firearms. Tenant will keep no firearms in the apartment, vehicle or building.
- O) Water-filled Furniture. There will be no water-filled furniture; any violator will be fined \$1,000.00.
- P) **Bicycles, etc.** Tenant and Tenant's guests shall not ride a bicycle, use roller blades, or a skateboard anywhere in the building. If there are any skid marks on the hallway or apartment carpeting, the bicyclist and/or Tenant shall pay Landlord's damage charge for replacement or repair. Tenant shall store bicycles at bicycle racks or storage rooms provided. No one shall chain bicycles to trees or railings. Landlord will remove and impound bicycles violating this rule. Landlord will charge a \$25.00 fee for the return of an impounded bicycle.
- Q) **Smoke Detectors.** Tenant shall periodically inspect the smoke detector and replace the batteries when needed. Landlord must be notified if the smoke detector does not work. Should Tenant fail to keep a charged battery in a detector or allow damage to a detector, Tenant shall pay a minimum sum of \$45.00.
- R) **Parking**. If Tenant leases parking from the Landlord, Tenant shall sign a Parking Lease and Agreement. No parking is permitted without a valid parking permit, Parking Lease and Agreement. Landlord may have unauthorized vehicles ticketed and subsequently towed from the parking lot at the vehicle owner's expense. Landlord is not responsible for any vandalism or damage to vehicles.
- S) **Extermination**. If Landlord schedules an exterminator to service the apartment, Tenant shall prepare the area as per the instructions from Landlord.
- T) **Alcoholic Beverages and Parties**. Tenant and Tenant's guests shall not consume alcoholic beverages in the common areas or on the building's grounds. Tenant shall sign Landlord's party agreement before entertaining.
- U) **No Smoking**. Smoking is prohibited in all common areas. If cigarette butts are disposed of in the parking lot or landscaped areas, Tenant will be charged accordingly.
- V) **Overnight Guests.** Tenant shall not let guests stay in the apartment for more than two (2) consecutive nights without completing sublet paperwork in the rental office.

Notice-Landlord has the right to adapt or make additions to the rules and regulations during the term of the Lease. Landlord will notify Tenant of changes made and to be included in the Lease.

1.15 UTILITIES

Landlord has agreed to provide water, sewer, trash, heat, electricity, air conditioning, and internet. Landlord is not responsible for any telephone or TV cable equipment or services of Tenant. Should electricity costs increase, Landlord reserves the right to bill Tenant for the overage. Tenant shall conserve energy and use these utilities efficiently. Landlord can collect all utility charges for an apartment that are more than 10% higher than the average for all similar sized apartments for the same period.

1.16 RENT INCREASE BECAUSE OF INCREASED UTILITY COSTS

It is understood and known by the parties hereto that there have been significant increases in the cost of heating, cooling and other utilities which cannot be prevented or accurately predicted by the Landlord. The rent payable herein by Tenant is based on the cost of such energy paid by Landlord in the immediate past. Accordingly, it is agreed by Tenant

that Landlord may increase the monthly installments of rent payable by Tenant under this Lease, in the event of either permanent or temporary increases in the costs of such energy. Landlord shall have the right to allocate such increases on a monthly basis to each of the apartments or living units herein based on the number and square footage of apartments in each building. The procedure shall be as follows:

- A) Landlord shall have recorded the cost of such energy for each calendar month from the previous year.
- B) If the cost to Landlord is increased during the term of this Lease in the corresponding month over the previous year in excess of 10%, Landlord shall have the right to allocate such increase in the manner aforesaid to each living unit.
- C) Landlord shall notify Tenant in writing of the amount of additional cost as allocated, which shall be treated as additional rent, within one month of the month for which such increase is applicable.
- D) Tenant shall then pay such increase with the next ensuing monthly installment for rent. For example, increases in cost during January shall be billed to the Tenant during February and paid as an addition to the March installment of rent.

1.17 CHECK-IN & CHECK-OUT

- A) The dates on this Lease are from 8:30AM on the first day of the Lease to 12:00 noon on the last day, unless Landlord grants special permission. Tenant shall pay a charge of \$100.00 per day for failure to comply. In addition, Tenant will pay for all expenses of any new Tenant unable to move into the apartment if Tenant fails to move out on time.
- B) Failure to check into an apartment does not release a Tenant from the obligations of the Lease. Tenants who fail to move into their assigned room will be billed in full, in accordance with the Lease for which they have agreed.

1.18 QUIET ENJOYMENT

If Tenant pays the rents and keeps the promises in this Lease, Tenant may lawfully and quietly live in the apartment during the Lease without any restrictions except as provided in this Lease. No agreement between Tenant and any other tenant shall in any way be binding on Landlord. No dispute between Tenant and other tenants shall in any way excuse the obligations of Tenant and Tenant's guarantors.

1.19 HEADINGS

Headings preceding the text of this Lease are solely for convenience of reference and are not part of this Lease, nor shall they affect its meaning, construction or effect.

1.20 HEIRS & ASSIGNEES

All rights and liabilities given to or imposed upon the parties shall bind the heir executors, administrators, successors and assigns of the parties. No assignee of Tenant, however, has any rights under this Agreement unless Landlord approves the assignment in writing.

1.21 TENANT & GUARANTORS BOUND WITH OTHER TENANTS

Tenant is jointly responsible with all Residents for all obligations except rent payment.

1.22 NON-PENN STATE AFFILIATION

Tenant acknowledges that they have voluntarily chosen to live in an apartment, which is privately owned and operated; with no association with Penn State University and/or its housing facilities. Tenant further acknowledges that any changes or disruptions to the academic operations of Penn State University are beyond control of the Tenant and Landlord. In response to a pandemic or other natural disaster, Tenant understands and agrees that they or their Guarantor cannot cancel or terminate this Lease Agreement.

1.23 LEASE CONTAINS ALL AGREEMENTS

This Lease shall be constructed under and in accordance with the laws of the Commonwealth of Pennsylvania. This Lease and any riders contain the entire agreement. No one has authority to make or has made any promise or statement for Landlord, either oral or written, changing the terms of this Lease. There are no promises, statements, or representations, either oral or written, between Landlord and Tenant except those in this Lease and Riders. No dealing between the parties

or custom shall change these terms. No later change to this Lease, except changes in the Regulations, is binding unless in writing and signed by Landlord and Tenant.

1.24 TENANT'S REVIEW

Tenant has read and received a true copy of this entire Lease. Landlord has answered any questions from Tenant.

By initialing below, you acknowledge and agree to the terms in Section 1.



2. Important Notice

2.1 RIGHTS & DUTIES OF TENANT

THIS PAGE EXPLAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND DUTIES AS A TENANT AND IS PART OF THE LEASE. REFER SPECIFIC QUESTIONS ABOUT YOUR LEGAL RIGHTS AND DUTIES TO AN ATTORNEY. DO NOT SIGN THE LEASE UNLESS YOU HAVE READ AND CLEARLY UNDERSTAND THE INFORMATION ON THIS PAGE AS WELL AS THE LEASE ITSELF.

As Tenant, you violate or break the terms of the Lease if you do any of these acts:

- 1. Fail to pay rent or other charges when due.
- 2. Fail to leave the Apartment at the end of the Lease term.
- 3. Fail to perform any of your obligations included in the Lease.
- 4. Break any Rules or Regulations which are made a part of the Lease.
- 5. Break any Rules or Regulations which are included in the tenant handbook.
- 6. Break any Rules or Regulations concerning which you are notified from time to time.

The Lease includes a giving up of Tenant's legal right to "Notice to Quit". This is a right under Pennsylvania's Landlord-Tenant law. When Tenant gives up a "Notice to Quit", if Tenant breaks the Lease, the Landlord has the immediate right to file a complaint in Court seeking an order directing you to leave the Apartment without telling you before filling the suit. The Landlord DOES NOT have the right to bring an action in Court seeking to have you leave the Apartment unless you have broken your obligations as a Tenant.

If you break the Lease, LANDLORD has the right to seek the following against you and the persons who guarantee payment for you. These rights are also called Landlord's remedies, and they appear, in part, in Paragraph 1.10 of the Lease. The rights permit the Landlord to obtain:

- 1. A court judgment for money for rent, late charges and any damages caused by your breaking the agreement;
- 2. A court order to have the apartment returned to the Landlord and having the Tenant move out without ending the Tenant's responsibilities under the Lease;
- 3. A judgment for money for future rent for the rest of the Lease or until another person pays the rent in full;
- 4. A judgment for money to pay back the Landlord for its attorney fees, court costs and other expenses.

If the LANDLORD gets a judgment for money due against TENANT, LANDLORD can use the Court process to take Tenant's personal goods, furniture, motor vehicles and cash in the bank.

THE PERSON SIGNING BELOW HAS RECEIVED A COPY OF THIS IMPORTANT NOTICE.

By initialing below, you acknowledge and agree to the terms in Section 2.



3. Moisture & Mildew Addendum

3.1 MOISTURE & MILDEW PREVENTION

Mold and mildew are found virtually everywhere in our environment, indoors, outdoors and also in new and old structures. When moisture is present, mold or mildew can grow. The best way to avoid problems related to mold or mildew is to prevent moisture buildup in the apartment. This is particularly important in certain more humid climates and, as a general matter, in any climate during those times of the year when outdoor temperatures and humidity levels are high.

The Landlord cannot guarantee Tenant that the apartment is, or ever will be, a "mold or mildew free environment". The Landlord recommends Tenant follow these simple guidelines to reduce the possibility of mold and mildew growth in the apartment:

- When doors and windows are **closed**, keep the air conditioning on "**Auto**" or "**On**" at all times. When doors or windows are **open**, turn the air conditioner "**Off**". Keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment. Maintain a general temperature of 68%F to 73%F in the winter and 72%F to 76%F in the summer. Do not block or cover any heating/ventilation/air-conditioning diffusers, coils and/or thermostats with furniture, wall hangings, etc.
- Wipe down and dry countertops, windows, windowsills, and the air conditioning coils when moisture condenses on these surfaces. Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air.
- Use the exhaust fan when bathing/showering and fully close the shower doors. When finished bathing/showering, leave the bathroom
 door open, and allow the exhaust fan to run until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated. Hang
 towels and bathmats to dry completely. Dry any excess moisture on bath/shower and sink fixtures. Periodically clean and dry the walls
 around the bathtub and shower using a household cleaner.
- All furniture should be at least 6 inches away from exterior walls. Do not block fan coils as this will inhibit air flow.
- Practice good housekeeping. Clean your kitchen and bathroom regularly. Dust all furniture and vacuum all flooring at least once a
 week. Mold and mildew will attach to dust.

Tenant acknowledges and agrees that if Tenant fails to take steps necessary to prevent or reduce moisture from building up in the apartment or fails to maintain the apartment in a clean condition, Tenant will be creating an environment that could result in mold or mildew growth. Tenant agrees to notify Landlord *immediately* of any sign of a water leak, excessive or persistent moisture or condensation issues in the apartment, any stains, discoloration, mold growth or musty odor in any of such areas, any malfunction of the heating or air-conditioning system, or any cracked or broken windows.

Tenant acknowledges and agrees that Landlord will not be responsible for damages or losses due to mold or mildew growth to the extent such conditions have resulted from the acts or omissions of Tenant. If Tenant has failed to immediately notify Landlord of any of the conditions noted in the preceding sentence, then Tenant will reimburse Landlord for any damage to the apartment resulting Tenant's acts or omissions or failure to notify Landlord of such conditions. Tenant agrees to cooperate fully with Landlord in efforts to investigate and correct any conditions that could result in, or have resulted in, mold or mildew growth, including, without limitation, upon Landlord's request, vacating the apartment for such time as necessary to allow for any investigation and corrective action deemed necessary by Landlord.

In the event of a conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control.

By initialing below, you acknowledge and agree to the terms in Section 3.



4. Sign and Accept

4.1 BINDING AGREEMENT

The parties understand that this is a legally binding document. We are signing below. We are responsible for the performance by the Tenant of the Lease and Riders to the Lease. We are responsible for the payment of all financial obligations of the Tenant under said Lease, whether the Tenant resides alone or with others. If Tenant renews his or her occupancy of an apartment with Landlord, this guarantee shall continue for the renewed term as well. Landlord may, but is not required, to send us notices of any violations by ordinary mail.

4.2 CONTINUING PARENTAL OR GUARDIAN GUARANTEE

Intending to be legally bound, and in consideration of Landlord entering into a Lease with Tenant, the co-signer hereby guarantees the payment in full of all obligations of the Tenant under the Lease executed by the Tenant. The obligations of the co-signer shall be a continuing

guaranty and shall include all obligations incurred by the Tenant now or in the future. Guarantor's obligations will not be reduced or eliminated by any renewal, extension or subsequent Lease whether for the same or different apartment. Lack of any notice to or consent of the co-signer for such renewal, extension or subsequent Lease will not diminish Guarantor's financial responsibility herein.

The co-signer agrees to pay all amounts due from Tenant including charges imposed pursuant to the Rules and Regulations, or attorney fees incurred in the enforcement of the subject Lease or any renewal, extension or subsequent Lease. The liability of the co-signer shall be continuing and absolute and unconditional. Landlord shall not be required to exercise remedies against Tenant before proceeding against the co-signer.

(
Lessee		
Date Signed		
,		
Lessor		
Date Signed		