

**LEASE AGREEMENT**

**NOTICE TO RESIDENT: WHEN RESIDENT SIGNS THIS LEASE, RESIDENT GIVES UP RESIDENT’S CONSUMER RIGHTS. IF RESIDENT DOES NOT MEET LEASE RESPONSIBILITIES, RESIDENT MAY LOSE RESIDENT’S SECURITY DEPOSIT. LANDLORD MAY ALSO SUE RESIDENT IN COURT FOR DAMAGES AND TO GET THE APARTMENT BACK. RESIDENT MAY LOSE RESIDENT’S PERSONAL PROPERTY. BY SIGNING THIS LEASE, RESIDENT GIVES UP CERTAIN IMPORTANT RIGHTS. PLEASE NOTE THAT SACONY COMMONS IS A SMOKE-FREE FACILITY.**

THIS LEASE AGREEMENT (the “Lease”) is entered into between CHF-KUTZTOWN, LLC, (“CHF”) by and through its authorized agent, KUTZTOWN UNIVERSITY STUDENT SERVICES, INC. (“KUSSI” and/or “Authorized Agent”), a Pennsylvania corporation with an address at 173 McFarland Student Union, Kutztown, PA 19530, (hereinafter, collectively referred to as “Landlord”) and \_\_\_\_\_, Social Security # \_\_\_\_\_, (hereinafter referred to as “Resident”). Resident is liable for all obligations herein contracted.

**In consideration of this Lease, the Resident covenants and agrees as follows:**

**1. Description of Premises:** The Landlord hereby leases to the Resident and the Resident hereby leases from the Landlord a rental space in a 3 bedroom furnished apartment located at 45 or 46 E. Normal Avenue, Kutztown, Pennsylvania (the “Property”). Landlord will identify the unit and bedroom numbers and any furnishings on the “Apartment Assessment Form”, which shall be provided to the Resident at “move-in”. The apartment units at 45 or 46 E. Normal Avenue, Kutztown, Pennsylvania consist of three bedroom furnished units which, share in use and occupancy the kitchen, living/dining area, bathrooms and laundry area, and storage area. It is understood that the rental space, hereinafter called “Premises”, will consist of exclusive use and occupancy of the bedroom as identified above and the shared use and occupancy of the common spaces. Common spaces are to include the equipped kitchen, bathrooms and laundry area, furnished living and dining area. Occupation of the Resident’s Bedroom shall be restricted to the Resident exclusively, excepting Resident’s occasional overnight or weekend guest.

**2. Monies Due Prior to Occupancy:** Resident acknowledges the following sums must be paid on or before the due date as described below and before Resident takes possession of the Premises:

	Amount Payable	Balance Due
Application Fee:	\$ _____	\$ _____
Security Deposit:	\$ _____	\$ _____
Rent:	\$ _____	\$ _____
_____	\$ _____	\$ _____
Totals:	\$ _____	\$ _____

**3. Rent Payments:** Resident agrees to rent the Premises described above on the terms and conditions set forth herein and to pay the rent in one of the following two manners: (i) one payment of \$ \_\_\_\_\_ for payment in full of the rent for the entire term of this Lease; or (ii) two installments of \$ \_\_\_\_\_ in advance of each semester in payment of each half year of the term of this Lease. All rental payment shall be paid on the “due date”, to Kutztown University (“KU”), which is an authorized agent of Landlord as it pertains to the

collection of rent and other charges due under this Lease. If Resident makes one payment of all rent for the entire Lease term, said rental payment shall be due on or before \_\_\_\_\_, 20\_\_\_\_. If Resident makes two installment payments of rent, the payment due date for the first installment shall be on or before \_\_\_\_\_, 20\_\_\_\_ and the payment due date for the second installment shall be on or before \_\_\_\_\_, 20\_\_\_\_. All rent payments must be made by check or money order and are to be made payable to Kutztown University . Resident agrees to satisfy the annual or installment rent in full with one check or money order when due. No partial payments or multiple checks will be accepted. Landlord shall at all times have the right to refuse payment in the form of “cash” for monies due hereunder unless they are paid directly to the Bursar’s office. In the event that rent is not received at the rental office prior to the close of business on the fifth (5<sup>th</sup>) day following the rental payment due date, Landlord shall have the right to assess a \$25.00 late charge and \$5.00 additional rent per day, beginning on the sixth (6<sup>th</sup>) day from the rental due date, for each day that rent remains unpaid, plus any costs incurred by Landlord because of any legal proceeding begun because of such failure to pay rent. Such late charges are intended to be and shall be additional rent and shall be considered reasonable compensation to reimburse Landlord for costs incurred. Resident acknowledges that any rent received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning charges, returned check charges) incurred by or on behalf of Resident prior to applying the same to the current semester rent. If the payment tendered by Resident fails to cover the total charges outstanding, then Resident shall immediately pay the difference, plus any late charge incurred by virtue of Resident’s failure to timely pay all sums due from Resident to Landlord.

**4. Term of Lease:** Upon acceptance of this application by the Landlord, all of the provisions and terms herein shall constitute a Lease Agreement between the parties hereto, binding upon their respective heirs, guarantors, executors, representatives and assigns, and the Premises shall be used and occupied by the Resident for one full year (two semesters), beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_ (the “Term”). **IF THE RESIDENT MAKES TWO INSTALLMENT PAYMENTS OF RENT, THE FIRST SEMESTER’S PAYMENT SHALL NOT BE PRORATED AND IS NOT DEPENDENT ON THE DATE OF MOVE-IN.** It is expressly understood that this Lease is for the entire Term regardless of whether the Resident ceases to be enrolled in a college or university, or for any reason is unable to continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

**5. Security Deposit:** Resident has deposited with Landlord a security deposit in the amount of \$\_\_\_\_\_ to secure the performance of Resident’s obligations hereunder, including, but not limited to, monetary damages to the Landlord caused by the Resident’s breach of the Lease prior to the expiration hereof. The security deposit held by Landlord will be forfeited to the Landlord in the event of any default or breach of this Lease by Resident. Landlord shall have the right, but not the obligation, to apply the security deposit in whole or in part to the payment of any unpaid rent or other charges due from Resident under the terms of this Lease. The security deposit stated above shall be held as a security deposit in escrow as a guarantee for payment for damage or loss and for cleaning of the rental unit, if necessary, above normal wear and tear. Any damage to building or furnishings will be considered above normal wear and tear. Resident will acknowledge that the rental unit was clean and in good repair to Resident’s satisfaction prior to Resident’s occupancy. Landlord will hold all deposits advanced by Resident in a non-interest bearing account for the benefit of the Resident at Sovereign Bank, 61 Constitution Boulevard, Kutztown, PA 19530.

Release of said Security Deposit is subject to the following provisions:

- a. Full Term of the lease has expired.
- b. Formal written notice of intent to vacate has been received by Landlord sixty (60) days prior to vacating.
- c. The entire apartment including all appliances, fixtures, and furnishings is clean to the satisfaction of the Landlord.
- d. No unpaid late charges or additional or delinquent rents remain outstanding.
- e. No damage to Premises beyond normal wear and tear is evident.

- f. All debris, rubbish, and garbage is placed in appropriate receptacle.
- g. All keys and parking decals are returned.
- h. Forwarding address has been left in writing with Landlord.
- i. The Resident is not in default or breach of this Lease.

Once all of these conditions have been met to the satisfaction of the Landlord and any costs for labor and materials for cleaning and repairs have been deducted along with outstanding late charges, and any other reasonable charges, the remaining balance of said deposit will be returned by check addressed to the Resident. Upon the termination of this Lease, or vacation of the unit by the Resident with proper statutory notice of termination, the Landlord shall mail said security deposit to Resident, or mail said party written notice of the Landlord's intention to impose a claim against said security deposit in accordance with the "Landlord and Tenant Act of 1951."

**6. Move In/Move Out Procedures:** Resident will be given an "Apartment Assessment Form" the day of move in. Resident shall use the Apartment Assessment Form to note any existing damages or conditions which are unacceptable to Resident or that are in need of repair or replacement. Resident will have three (3) days from the receipt of the key to Resident's unit to complete and return the Apartment Assessment Form to Landlord. In the event Resident does not return the Apartment Assessment Form within three (3) days, Landlord may refuse to accept said Apartment Assessment Form and Resident shall forfeit all right to claim that damages to the unit were evident prior to Resident's move in. Additionally, Resident acknowledges and agrees that Resident will not receive Resident's mail key until such time as the properly completed Apartment Assessment Form is received by Landlord. Landlord shall inspect the Premises and common areas upon Resident surrendering the Premises and note on the Apartment Assessment Form any damage thereto which is deemed by Landlord to have arisen during Resident's occupancy and use of Premises and common areas. Resident is required to schedule a check-out appointment with Landlord, prior to the expiration of the lease agreement, if Resident wishes to be present during this inspection. Resident shall surrender possession of the Premises and common areas in clean and sanitary condition. It is understood and agreed that Resident's failure to follow the prescribed move out procedure and to return all keys to Landlord may result in the partial or full forfeiture of the security deposit hereunder, but in no event shall such forfeiture be construed as liquidated damages.

**7. Apartment Access Policy:** For the safety of the Resident and all other residents of the Sacony Commons apartments, Sacony Commons has invested a significant amount of capital to install an electronic access system. The details of the new access system are set forth in more detail on the "Apartment Access Policy Form", which will be provided to Resident at "move-in". In addition to explaining the various access procedures, the Apartment Access Policy Form also contains the various fees and charges that a Resident will incur for replacement keys, unreturned keys, lockout charges, etc. Resident shall review and sign the Apartment Access Policy Form acknowledging receipt thereof and agreeing to abide by the policy and charges contained thereon.

**8. Joint and Several Liability:** Residents sharing an apartment unit shall be jointly and severally liable for the maintenance and upkeep of all common areas of the apartment as well as all Landlord furnishings and personal property provided to the apartment. If any damage occurs to the common areas or to the Landlord provided personal property and furnishings to the apartment unit, each individual Resident shall be jointly and/or severally liable to the full extent and cost of such damage and Landlord may look to each Resident and/or all Residents of said apartment at its sole and exclusive discretion for payment of such damages.

**9. Possession Upon Approval:** Possession of the above described Premises will not be given to the Resident until Resident's application has been checked and approved by Landlord. If Resident's application is rejected, any deposit, not including application fees, will be returned. Resident hereby waives any claim for damages by reason of non-acceptance of Resident's application which the Landlord may reject without stating the reason for doing so.

**10. Lost Rent:** Rent may be mailed at the Resident's risk. Any rent lost in the mail will be treated as if unpaid until it is received by the Landlord. Landlord is not responsible for any money order(s) or cashier's check(s) which have been mailed or dropped off at the Landlord's office without a written receipt from Landlord.

**11. Returned Checks:** In the event that a check is returned by the bank for non-sufficient funds, or any other reason, rent will be deemed unpaid until a money order or cashier's check is received by the Landlord in the amount of the returned check(s), plus any late charges. Landlord will impose a service charge of \$25.00 or 5% of the face amount of the check, whichever is greater, for the returned check. All late fees or charges, NSF charges, or similar charges are intended to be and shall be additional rent.

**12. Sublease/Assignment/Early Termination:** Residents shall not allow anyone to share the Premises or common areas, nor shall Resident assign, sublet or transfer Resident's interest in the Premises. In the event Resident wishes to terminate this Lease prior to the end of the Term specified in Section 4, Resident shall notify Landlord in writing. Resident will only be permitted to terminate this Lease if Resident secures a substitute party who agrees to and is approved by Landlord to rent the Premises (the "Substitute Resident"). In the event of such early termination, Resident shall remain liable under the terms of this Lease until the Substitute Resident has been approved by Landlord and has fully executed all lease documents and made all required payments under Resident's new lease with the Landlord.

**13. Intent to Quit and Vacate Premises:** Unless approved by the Landlord in writing, in advance, Resident is not to vacate the Premises during the Term of this Lease or any continuance thereof, nor remove any of the Resident's goods from the Premises unless Resident shall first have paid the Landlord the full rent due for the balance of the Term together with all other applicable charges.

**14. Breach, Abandonment, Forfeiture and Termination:** Upon Resident's failure to make any payment of rent when due, or upon Resident's breach of any other terms, covenants, agreements or conditions herein contained, or if Resident abandons or vacates the Premises prior to the expiration of the Term, then, at its sole option Landlord may peacefully re-enter and repossess the Premises, eject Resident and remove Resident's personal property in the manner allowed by Pennsylvania law. In the event of such re-entry and repossession by the Landlord, Resident shall be liable for all costs, fees and damages incurred by Landlord and such re-entry shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Resident from the terms of this Lease. It is intended that Landlord's rights and remedies for Resident's breach of this Lease shall be as broad as permitted under Pennsylvania law and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Premises; or (b) the right to accelerate the entire unpaid balance of the rent for the Term then remaining, or, the right to standby and collect rental payments as they become due; or (c) the right to sublease and rent the Premises for the account of the Resident, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Premises, and third, to the Resident's rental obligations hereunder, with the Resident and Guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Pennsylvania law. In the event of a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney to enforce Landlord's rights hereunder, and all reasonable fees and costs connected therewith shall be paid by Resident. Any rentals or damages which remain unpaid after default shall bear interest at the rate of 1-1/2% per month, but in no event greater than the highest rate allowable under state law. In any civil action brought to enforce the provisions of this Lease the prevailing party may recover its reasonable court costs, including attorney's fees.

**BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PREMISES, THE LANDLORD SHALL**

**NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY, UNLESS OTHERWISE REQUIRED UNDER PENNSYLVANIA LAW.**

**15. Enforcement of Covenants:** A failure of the Landlord to insist upon strict performance of any of the agreements, rules, regulations or terms of this Lease shall not be construed as a waiver for any other future performance of any agreement, rules, regulations or terms of the Lease, but the same shall continue in full force and effect, including payment of rent.

**16. Delayed Occupancy:** If possession of the Premises is not delivered to Resident at the beginning of the Term because the same are not ready for occupancy or because of the holding over of any previous occupant of said Premises, Landlord shall not be liable in damages to Resident therefore; however, during such period that Resident is unable to occupy the Premises, the rental therefore shall be abated. If Landlord is not able to deliver possession to Resident within thirty (30) days of the date named for the commencement of said Term, Resident may cancel and terminate this Lease. In the event of such cancellation, and for this reason only, any funds previously given to Landlord in consideration of this Lease, with the exception of the application fee, will be refunded to Resident.

**17. Remedies for Resident Holding Over:** If the Resident holds over and continues in possession of the Premises or any part thereof after the expiration of the Lease without the Landlord's written consent, the Landlord may recover possession of the Premises in accordance with Pennsylvania law. The Landlord may also recover double the amount of rent due on the Premises under this Lease, or any part thereof, for the period during which the Resident refuses to surrender possession of the Premises.

**18. Failure to Take Possession:** If the Resident fails to take possession of the Premises after approval, the security deposit plus one semester's rent shall be forfeited as liquidated damages, representing the Landlord's damages for reserving the premises and loss of other rental.

**19. Location:** It is understood that the apartment units in which the Premises are located contain other bedrooms in which other persons may reside. For purposes of operating efficiency, Landlord reserves the right, upon five (5) days advance written notice, to relocate a Resident to another like kind unit in Sacony Commons. Landlord shall assist Resident in moving Resident's personal property to such new unit. Landlord retains the right to assign Residents to other bedrooms in the apartment unit in which the Premises are located. Landlord, to the extent practical, will honor Resident's requests for the sharing of a particular apartment unit. Resident may not transfer to another bedroom within the Premises without the prior express written permission of the Landlord. Resident may not transfer to another apartment unit at Sacony Commons without the prior express written permission of the Landlord. In the event that the Landlord grants permission for Resident to transfer to another apartment unit, Resident shall pay a \$200.00 transfer fee which shall be considered additional rent.

**20. Utilities:** Each apartment at Sacony Commons has a separate meter for utilities; however, water, sewer and electricity, are to be furnished by the Landlord and included in the rent. Basic cable in the living room and internet services in each bedroom are also included in the rent. Connections for cable television and telephone are provided for each bedroom; however, the cost of these services is not included in the rent and shall be the responsibility of each Resident. Resident acknowledges that Landlord has estimated the cost of said utilities and that an "Allowance" has been included in the rent schedule. The Allowance for electricity varies per month by building. The Allowance consists of the monthly average actual usage of all residents within the building in which Resident resides. Landlord shall review the actual utility cost of each apartment on a periodic basis and if the actual utility cost for an apartment exceeds the Allowance by 25% or more, Landlord reserves the right to invoice Resident for the overage, which sums shall be construed as additional rent. Landlord shall notify Resident of any excess usage prior to initial invoicing of Resident. Each individual Resident of an apartment shall be considered jointly and/or severally liable for the payment of this additional rent.

**21. Interruption of Service:** Landlord shall not be liable to Resident for any loss or damage resulting from the interruption of heat, electricity, water, sewer, telephone, cable television, or any other utility service, or for the malfunction of machinery or appliances serving the Premises or any part of the Property in which the Premises are located.

**22. Additional Services:** If Landlord elects to provide any optional services, such as laundry service, cleaning service, rental of linens, vacuum cleaners or small appliances, etc., the charges for such other services utilized by the Resident shall be deemed additional rent and Resident's failure to timely pay for such services shall be treated as a default hereunder.

**23. Liability of Landlord for Injury or Damage:** Landlord shall not be liable for injury or damage to person or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the Premises. In no event shall Landlord be liable for damage or injury to persons or property caused by acts of God, including but not limited to wind, rain, or fire, and Resident hereby expressly waives all claims for such injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes. All personal property placed or kept in the Premises, or in any storage room or space, or anywhere on the adjacent property of Landlord shall be at Resident's sole risk and Landlord shall not be liable for any damages to, or loss of, such property. Resident is encouraged to secure apartment dwellers or similar personal property and liability insurance to cover loss or damage to personal property.

**24. Maintenance of Premises:** Resident shall keep the premises safe and clean, free of rubbish and debris and in such condition as may be required by the regulations of any governmental authority, including but not limited to the conditions listed on the "Borough of Kutztown Rental Rules", which is attached hereto as Exhibit "C". In the event of any conflict between the terms of this Lease and the terms of the Borough of Kutztown Rental Rules, the latter shall prevail. Any repair bills or maintenance expenses caused by Resident's abuse, misuse, carelessness or lack of knowledge or diligence in using any mechanical, electrical, plumbing, or any part of the Premises shall be charged to the Resident, including a reasonable charge for management overhead, which charges shall constitute additional rent and shall include unnecessary calls such as to turn on a circuit breaker or unclog a drain (unless cause was beyond Resident's responsibility).

**25. Inspection of Premises:** Residents shall permit the Landlord or its representative to enter the Premises at any reasonable time for the purpose of making inspections or to make such repairs, additions, or alterations thereto as may be deemed necessary. Resident shall permit Landlord or its representative to enter the Premises at any time during an emergency to examine and protect the same. A maintenance or management request by the Co-Resident of the Premises occupied by Resident shall constitute permission for the Landlord to enter the apartment unit. If, upon inspection, Landlord determines that Resident is keeping the Premises in an unreasonably dirty or unsafe condition, Landlord shall have the right to cause such conditions to be corrected at Landlord's sole option. All costs thereof shall be reimbursed to Landlord, by Resident, immediately upon written request. **THE EXISTENCE OF ANY ILLEGAL DRUG, DRUG-RELATED PARAPHERNALIA OR FIREARMS ON THE PERSON OR PREMISES OF RESIDENT SHALL SUBJECT RESIDENT TO IMMEDIATE LEASE TERMINATION. VIOLATION OF THIS PARAGRAPH IS EXPRESSLY AGREED TO CONSTITUTE A MATERIAL VIOLATION OF THE LEASE.** Resident shall also permit the Landlord or its representative, upon scheduled appointments, to enter the Premises for the purpose of displaying the same to prospective residents. No such prior appointment shall be necessary if this Lease has been declared in default or if the Premises have been abandoned by Resident. Locks shall not be placed on doors by Resident, nor shall Resident re-key any lock. In the event that any lock requires re-keying, a charge of \$100.00 per lock change, as set forth on the "Access Policy Form", a copy of which shall be provided to Resident at "move-in", shall be assessed to the responsible Resident which charges shall be construed as additional rent.

**26. Resident's Obligations and Responsibilities:** Resident agrees to keep and maintain the Premises in good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alterations or additions thereto

without the prior written permission of Landlord. The Resident will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to the Landlord. Resident shall promptly report to Landlord any repairs which need to be made to the Premises. The Resident shall report any leaks or standing water found anywhere in the Premises, especially the kitchen, bathrooms, and utility room to the Landlord at first notice of the occurrence.

**27. Full or Part-Time Student:** As a material condition for Landlord to enter this lease, Resident must be a full or part-time student at Kutztown University. Any exceptions to this condition of the lease must be made in writing and are at the sole and exclusive discretion of the Landlord.

**28. Compliance with Laws and School Regulations:** Resident shall use and occupy the Premises as a private dwelling and for no other purposes. Resident agrees to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct, including but not limited those rules contained in the Borough of Kutztown Rental Rules. Additionally, Resident, as a full or part-time student at Kutztown University, agrees to obey the rules and regulations outlined in Kutztown University's Student Code of Conduct or similar instrument(s). Resident shall conduct self and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute breach of the peace. Resident will not permit the Premises to be used for any unlawful or immoral purposes whatsoever, nor for any purpose that will injure the reputation of said Premises or the neighborhood. **THE EXISTENCE OF ANY ILLEGAL DRUG, DRUG-RELATED PARAPHERNALIA OR FIREARMS ON THE PERSON OR PREMISES OF RESIDENT, OR ANY CRIME COMMITTED ON THE PROPERTY SHALL SUBJECT RESIDENT TO IMMEDIATE LEASE TERMINATION. VIOLATION OF THIS PARAGRAPH IS EXPRESSLY AGREED TO CONSTITUTE A MATERIAL VIOLATION OF THE LEASE.**

**29. NOTICE IS HEREBY GIVEN THAT THE PROPERTY AND PREMISES IS LOCATED WITHIN 1000 FEET OF A PUBLIC SCHOOL. THEREFORE, ANYONE CONVICTED OF A VIOLATION OF CERTAIN CRIMES AS ENUMERATED IN "THE CONTROLLED SUBSTANCE, DRUG, DEVICE AND COSMETIC ACT" OF THE COMMONWEALTH OF PENNSYLVANIA CRIMES CODE WILL BE SUBJECT TO PENALTIES, INCLUDING A MINIMUM SENTENCE OF TWO YEARS OF TOTAL CONFINEMENT WITHOUT PAROLE OR SUSPENSION OF THE SENTENCE, IN ADDITION TO ANY OTHER PROVISIONS OF THE CRIMES CODE.**

**30. Expense of Misuse:** Resident shall be liable for and shall pay all costs and expenses for any and all damages to the bedroom and common areas leased to Resident, regardless of whether such damage is caused by Resident or Resident's guests or invitees. It is understood that Resident will be occupying the apartment unit jointly with other Resident(s), and Resident shall also be held liable for a pro rata share of any damages to the common areas of the Premises and its furnishings, fixtures, walls, ceilings, floors, and doors unless the party solely responsible for such damages can be reasonably ascertained. Accordingly, Resident must exercise responsibility to see that the entire apartment unit is maintained in good order and repair. Resident shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Premises or the apartment unit in which the Premises are located. Resident shall use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, security devices and all other facilities and appliances. Any fines or expenses resulting from the use, misuse or destruction of Landlord's property, including but not limited to fire sprinkler, fire alarm or smoke alarm by Resident, Resident's guests or invitees shall be borne by Resident and shall be considered additional rent.

**31. Damage to Premises:** If the Premises are partially destroyed by fire or other casualty not attributable to the negligence or carelessness of Resident or Resident's guests or invitees, the Premises shall be promptly restored and repaired by Landlord and any rent for the period that the Premises are untenable shall abate, unless Landlord provides Resident with suitable alternate living space, in which event rent shall not abate. If, however, the Premises are substantially destroyed, then this Lease may be terminated by either Landlord or Resident, in which

event the rent due hereunder shall cease to accrue as of the date of such damage or destruction and any paid but unapplied rent shall be refunded to Resident. Notwithstanding the foregoing, it is expressly understood and agreed that Resident shall not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to the Resident or Resident's guests or invitees, and Resident shall be charged for the cost of any repairs or clean-up attributable to Resident's actions. In the event of fire or other casualty, the Resident shall immediately notify the Landlord. Resident agrees and understands that it is Resident's sole responsibility to maintain Resident's own insurance on personal property, furniture, clothing, and valuables kept by Resident in or about the Premises, and Landlord shall have no liability with respect to the same whether such items are lost or damaged by acts beyond the control of Landlord, including but not limited to theft, fire, or other casualty. Landlord shall be under no obligation whatsoever to pursue any insurance funds, from whatever source, that may be available to Landlord as compensation for damages suffered by Landlord as a result of Resident's actions.

**32. Visitors and Guests:** Although Resident may have visitors from time to time, it is understood that occupancy of the Premises is expressly reserved for Resident only, and any persons occupying the Premises as a guest for more than seven (7) days during the Term shall be treated as guests only if the Landlord is notified in writing by Resident and Landlord provides Resident with express written permission. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of said seven (7) day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Resident and guest (whose liability shall be joint and several) an amount of rent equal to that being paid by Resident, in addition to the right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies hereunder or by law.

**33. Parking and Common Areas:** Various areas of Sacony Commons are designated and intended for use in common by all residents, including the parking areas, walkways, and other amenities made available by the Landlord. All persons using the common facilities do so at Resident's own risk and sole responsibility. Landlord does not assume responsibility for any accident or injury in connection with such use. Resident covenants and agrees with Landlord for and in consideration of the use of these facilities, and other good and valuable consideration, to make no claim against Landlord, or any servants, agents or employees thereof, for or on account of any loss or damage to life, limb or property sustained. Resident agrees to hold Landlord harmless from any and all liabilities and actions of whatsoever nature by any guest or guests of Resident growing out of the use any facilities, except where such loss, injury or damage can be clearly proven to have directly resulted from Landlord's gross negligence or willful misconduct in the operation, or maintenance of the facilities. Resident agrees to abide by the "Parking Rules and Regulations" for Sacony Commons, a copy of which shall be provided to Resident at "move-in". Resident acknowledges that Landlord maintains an active enforcement and towing policy for the benefit of the Resident and Resident's guests, and that vehicles are subject to towing without notice, at the Resident's expense, if not properly parked or if parked without an authorized and properly located parking decal while in a non-visitor parking spot. A properly located parking decal shall be properly displayed.

**34. Pets:** Pets are not allowed on the property or on or about the Premises, with the sole exception being certified, trained Seeing Eye or Hearing Ear animals for handicapped Residents. Violation of this clause shall subject Resident to fines set forth in the Terms, Rules and Regulations attached hereto as "Exhibit B", which fines shall be construed as additional rent.

**35. No Verbal Agreements:** Resident hereby agrees that there is no agreement or verbal understanding of any kind or nature whatsoever with the Landlord or any of its representatives, and that this Lease, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Landlord and Resident respecting the Premises, the leasing of the Premises to Resident, and the lease term created under this Lease, and correctly sets forth the obligations of Landlord and Resident to each other as of the date of execution of this Lease. Any agreements or representations respecting the Premises or their leasing by Landlord to Resident not expressly set forth in this Lease are null and void.

**36. Alteration of Premises:** The Resident agrees that no alterations, additional locks or bolts to the doors or windows are to be made or added, or paints, stains, stencils or wallpapers, or nails, screws, tape or glue, woodwork, walls, floors or furnishings are to be applied. Any damages caused as a result of Resident's violation of these terms shall be charged against the Resident, including a reasonable management overhead charge which shall be construed as additional rent.

**37. Personal Property:** Resident understands that Landlord does not insure personal property belonging to Resident against any hazard nor does Landlord provide liability insurance or any other coverage for the benefit of Resident, and Resident is advised to obtain such coverage as Resident deems appropriate.

**38. Terms, Rules and Regulations:** The Rules and Regulations attached hereto as "Exhibit B" and incorporated herein by reference, are an important part of this Lease. By executing this Lease, resident acknowledges that Resident has read and agrees to abide by the Terms, Rules and Regulations. Landlord reserves the right to modify, amend and make reasonable changes to the Terms, Rules and Regulations and, upon notification to Resident of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein. Notice of such amended Rules and Regulations will be presumed to have been sufficiently given by posting a copy thereof on the door of the Premises. A breach of any rule or regulation by the Resident shall constitute a breach of the terms and conditions of this Lease.

**39. Parental or Sponsor's Guaranty:** The Landlord requires, as a condition of this Lease, a binding Guaranty Agreement (the "Guaranty") which Guaranty constitutes an essential inducement for the granting of this Lease by Landlord, a copy of which is attached hereto as Exhibit "A". Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and obtained directly from the parent or sponsor (within 14 days from acceptance of this agreement) and the Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Resident acknowledges that this Lease is for an essential necessity of Resident, and that Resident shall be fully bound by all the terms and conditions hereof irrespective of Resident's age or legal status. The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Resident's responsibilities and obligations hereunder.

**40. Attorneys Fees.** If Landlord initiates any action (including, but not limited to litigation or arbitration) against Resident in response to Tenant's breach or failure to abide by the terms and conditions of this Lease, Landlord shall be entitled to collect from Resident as additional rent any costs and expenses (including, but not limited to, attorneys' fees) incurred by Landlord in connection with such action.

**41. Modification of Lease:** No modification of this Lease shall be effective unless both parties hereto shall agree in writing to such modifications, and shall only be binding upon Landlord if executed by an officer of CHF or KUSSI.

**42. Miscellaneous:** The headings or titles to paragraphs herein are not part of this Lease and shall have no effect upon construction or interpretation. For purposes of interpretation of this Lease, the masculine shall include the feminine and the singular shall include the plural.

**43. Agency Disclosure and Resident Objection Notification:** Resident shall, within five (5) days after occurrence, notify Landlord in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. CHF has designated KUSSI as its authorized agent and representative of the Landlord/Owner for the purposes of managing and operating Sacony Commons, and to receive notices and demands of residents in regard to the Premises and for exercising any of Landlord's rights hereunder. Any notices or demands to Landlord, whether pursuant to this Lease or otherwise, must be in writing and must be hand delivered or sent certified mail, Return Receipt Requested, to: Executive Director c/o Kutztown University Student Services, Inc., 173 McFarland Student Union, Kutztown, PA 19530. The failure of Resident to make such

notification in writing within the time prescribed shall constitute a total and complete waiver of said objection and shall not be alleged by Resident as any grounds for nonperformance of any provision of this Lease in a court of law or otherwise.

**44. Subordination:** This Lease is subject to and subordinate to the lien of a mortgage or deed of trust or encumbrance now or at any time hereunder placed on the Property or general Premises. The Resident agrees to promptly execute any instrument evidencing such subordination that Landlord may request of Resident. The Resident further irrevocably appoints the Landlord as Resident’s attorney in fact to execute any such instrument for Resident and in Resident’s behalf.

**45. Venue and Governing Law:** As a material inducement for Landlord to enter into this Lease, and for other diverse good and valuable consideration, Resident(s) and Guarantor(s) agree that any proceedings to enforce this Lease or related rights shall be brought in Berks County, Pennsylvania for purposes of venue and Resident(s) and Guarantor(s) consent to personal jurisdiction in Berks County, Pennsylvania. Resident(s) and Guarantor(s) further agree that in the event of any litigation arising out of this Lease, whether direct or indirect, that the applicable law governing this Lease shall be the laws of the Commonwealth of Pennsylvania.

**46. Severability:** In the event that any part of this Lease is construed as unenforceable, the remaining parts of this Lease shall be in full force and effect as though any unenforceable part or parts were not written into this Lease.

**ADDITIONAL TERMS, RULES AND REGULATIONS:**

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**ATTACHMENTS:**

- Exhibit A: Guaranty Agreement**
- Exhibit B: Rules and Regulations**
- Exhibit C: Borough of Kutztown Rental Rules**

**RESIDENT ACKNOWLEDGES RECEIPT OF A SIGNED, APPROVED COPY OF THIS LEASE AGREEMENT (APPROVAL ALWAYS BEING SUBJECT TO AND CONDITIONED UPON A PROPERLY EXECUTED GUARANTY AGREEMENT ACCEPTED BY LANDLORD, EXCEPT IN THOSE CASES WHERE LANDLORD HAS WAIVED THIS REQUIREMENT) AND ALL ATTACHMENTS.**

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR SIGNATURES.

\_\_\_\_\_  
Landlord/Authorized Agent  
Kutztown University Student Services, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Signature

\_\_\_\_\_  
Date

## EXHIBIT A



### GUARANTY AGREEMENT

The undersigned (hereinafter "Guarantor") hereby execute this Guaranty Agreement (hereinafter "Guaranty" or "Agreement") in favor of CHF-KUTZTOWN, LLC ("CHF") by and through its authorized agent, KUTZTOWN UNIVERSITY STUDENT SERVICES, INC. ("KUSSI") (hereafter collectively, "Landlord"). It is understood that \_\_\_\_\_ has applied to become a Resident of the apartment community known as Sacony Commons. The Lease Agreement and the Terms, Rules and Regulations, which set forth the terms and conditions of residency at Sacony Commons, are incorporated herein and will be signed by Resident, subject to completion as appropriate. Landlord requires, as a condition of the acceptance of Resident, that all obligations of Resident be guaranteed by the parent, guardian, or other sponsor.

The undersigned represents that his or her relationship to Resident is that of \_\_\_\_\_ (parent, guardian, uncle, aunt, or specify other).

In order to induce Landlord to lease to the Resident identified above, the undersigned Guarantor does hereby (if more than one, jointly and severally) personally, absolutely and unconditionally guarantee the payment in full of all obligations under the Lease Agreement to be executed by Resident, or any renewal, extension, or subsequent Lease Agreement (whether the same or different unit), and to pay all amounts, including but not limited to fines imposed pursuant to the Terms, Rules and Regulations, and attorney's fees incurred in the enforcement of the subject Lease Agreement or any renewal, extension, or subsequent Lease Agreement.

**This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other parties responsible. Guarantor expressly agrees that any proceedings to enforce this Agreement or any action related to this Agreement, whether Guarantor be plaintiff or defendant, shall be brought in Berks County, Pennsylvania for purposes of venue. Furthermore, Guarantor expressly submits and consents to personal jurisdiction of such court and agrees that Guarantor may be served with process by certified mail addressed to them at the address shown below or by any other means of constructive service permitted by Pennsylvania Rules of Civil Procedure. Any actions to enforce this Guaranty shall be governed by the laws of the Commonwealth of Pennsylvania.**

**Guarantor waives (1) renewal or notice of extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Resident; (3) any understanding that any other person, firm or corporation was to sign this Guaranty; (4) the incapacity or bankruptcy of Resident or any other Guarantor; (5) any notice of damage or amendment to the Lease Agreement, the Terms, Rules and Regulations, or the right to any notice of default.**

Failure of Landlord to enforce rights of recovery against other occupants of the unit and any third parties shall not release the Guarantor, provided that Guarantor is only liable for payments or obligations of Resident whose name is set forth above in accordance with the terms of the Lease Agreement, but shall be solely responsible as though the Guarantor were the Resident.

This Guaranty is general and shall inure to the benefit of, and may be relied upon and enforced by, any successor or assign of Landlord. The obligations of Guarantor shall be binding upon the Guarantor and Guarantor's successors and assigns. The Guarantor confirms that Guarantor absolutely and unconditionally personally guaranties the prompt and full payment of all costs and expenses of whatever nature or kind including without limitation attorney's fees incurred by Sacony Commons in enforcing the provision of this Guaranty and in collecting the



## EXHIBIT B



### TERMS, RULES AND REGULATIONS

**This document is incorporated by reference into the Lease Agreement between CHF-KUTZTOWN, LLC (“CHF”) by and through its authorized agent, KUTZTOWN UNIVERSITY STUDENT SERVICES, INC. (“KUSSP”) (hereafter collectively, “Landlord”) and Resident. The policies enumerated below, as agreed to by Resident, apply to the apartment known as “Sacony Commons” and are for the purpose of maintaining a mutually beneficial business relationship and preserving a peaceful, secure, and safe environment in the interest of Resident, guest, and management.**

**ALTERATIONS:** The Resident agrees that no alterations, additional locks or bolts to the doors or windows are to be made or added, or paints, stains, stencils or wallpapers, or nails, screws, tape or glue, woodwork, walls, floors or furnishings are to be applied. Any damages caused by Resident’s violation of these terms shall be charged against Resident. Resident agrees not to cause unreasonable damage to the walls, woodwork, doors and furnishings by reason of picture hanging or any other cause. Stick-on hooks and scotch tape are expressly prohibited.

**BICYCLES:** All bicycles are to be parked and stored at the bike racks provided. At no time will bicycles be permitted inside Resident’s apartment.

**COMMON AREAS:** All common areas and other amenities or parking lots are limited to one guest per resident.

**COMPLAINTS:** All complaints must be made directly to the office during business hours. Only EMERGENCY requests will be accepted by Landlord after hours.

**DISRUPTIVE CONDUCT REPORTS:** If police are dispatched to the premises and a Disruptive Conduct Report (DCR) is issued, Resident may be assessed a charge by Landlord up to \$150 per occurrence. This charge is in addition to the remedies contained in the lease and Borough of Kutztown Rental Rules with respect to disruptive conduct. Remember that Resident is responsible for the behavior and actions of Resident’s guests.

**DRUG-FREE SCHOOL ZONE: NOTICE IS HEREBY GIVEN THAT THE PROPERTY AND PREMISES IS LOCATED WITHIN 1000 FEET OF A PUBLIC SCHOOL AND THEREFORE ANYONE CONVICTED OF A VIOLATION OF THE CRIMES AS ENUMERATED IN THE CONTROLLED SUBSTANCE, DRUG, DEVICE AND COSMETIC ACT OF THE COMMONWEALTH OF PENNSYLVANIA CRIMES CODE CAN BE SUBJECT TO PENALTIES INCLUDING A MINIMUM SENTENCE OF TWO YEARS OF TOTAL CONFINEMENT WITHOUT PAROLE OR SUSPENSION OF THE SENTENCE IN ADDITION TO ANY OTHER PROVISIONS OF THE CRIMES CODE.**

**ELECTRICAL:** Use only properly wired and approved safe electrical appliances. Resident shall not install any wiring, nor may Resident run outside antennas.

**FURNITURE:** Furniture belonging to Sacony Commons shall not be removed from the apartment at any time. No appliances, furniture or improvements shall be removed from the leased premises at any time without the express written permission of Landlord.

**GARBAGE:** Garbage must be disposed of promptly and appropriately. All trash is to be placed **INSIDE** the dumpsters provided. Landlord reserves the right to impose a reasonable fine for littering, dumping or other such improper disposal of garbage by Resident.

**GRILLS:** NO GRILLS OF ANY KIND SHALL BE ALLOWED ON THE PREMISES, INCLUDING BUT NOT LIMITED TO STAIRWELLS, STORAGE, DWELLING UNITS OR COMMON AREA.

**GUESTS:** Resident's guests shall at all times maintain order in the apartment and at all places on the grounds, and shall not make or permit any loud, improper, or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other Residents. Resident is responsible for Resident's guests' behavior and actions.

**INSPECTION:** Resident shall allow Landlord to enter any apartment at any time for emergency measures. Resident shall also allow Landlord to enter the Premises for inspections, alterations or repairs for preventive maintenance as well as the Resident's comfort.

**INSURANCE:** Resident must have his/her own insurance. Landlord is not responsible for loss due to acts beyond control of Landlord, including but not limited to, theft, rain or fire and does not carry insurance on Residents' possessions. Landlord cannot be held responsible for damage, loss or theft of Resident's property in apartments, automobiles, or any other location on the Premises or grounds.

**LOCKS:** No locks may be added or changed.

**MAINTENANCE:** Landlord does not provide weekend maintenance unless it is an emergency. For example, plumbing in the entire building is backing up, a water line bursts, or something of that serious a nature will constitute an emergency.

**MOPEDS OR MOTORCYCLES:** Fire codes require that all motorcycles, mopeds, or any vehicle that contains combustible fuel (gasoline, diesel, kerosene, etc.) must be kept out from under stairways, out of hallways, off patios, and out of apartments. Noncompliance with these codes will constitute grounds for the item to be removed at Resident's expense. Additionally, bicycles, mopeds, and motorcycles shall not be tied, chained or fastened to trees or fences.

**NO SMOKING:** Sacony Commons apartments are all smoke-free, which means smoking is not permitted inside any Sacony Commons building. Smoking must be done outside, at a reasonable distance (25 feet) away from the apartment building entrance doors. Cigarette butts should be placed in ashtray posts provided outside of each building. Violations will include the assessment of a fine, and Landlord reserves the right to declare the lease to be in default.

**NOISE:** Playing drums, guitars, or other musical instruments is prohibited. All televisions, radios, stereos, etc. shall be kept at a minimum sound level at all times, especially between the hours of 10 p.m. and 9 a.m. Loud noises, boisterous parties, or disturbances of other Residents shall not be permitted. No noisy or disorderly conduct or any conduct annoying or disturbing neighbors or the occupants of the building shall be permitted in any part of the premises. No Resident, family or friends of Resident, shall make or permit any disturbing noises in the building, nor do anything or permit anything by such persons that will interfere with the rights, comforts, or conveniences of the other Residents. No Resident shall play any stereo or television between the hours of 10:00 p.m. and the following 9:00 a.m., if it will disturb or annoy other occupants of the building.

**PARKING:** Resident shall not obstruct the walkways, passageways, stairs, halls, etc. in any way by placement of bicycles, motorcycles, etc. in such areas. Recreational vehicles, boats, jet skis, trailers, etc shall not be allowed to be stored on the property overnight, with the exception of trailers or trucks for purposes of transporting personal belongings when moving in or moving out, in which case such trailer or truck can remain on the property not longer than two (2) nights. Additionally, illegally or improperly parked vehicles are subject to towing without notice. A vehicle is deemed to be improperly parked when such vehicle is not parking in accordance with the Lease and its attachments, including these Terms, Rules and Regulations.

**MULTIPLE GUEST RULES AND REGULATIONS:** Landlord acknowledges the right of Resident to entertain friends. Resident and Resident's guests shall at all times maintain conduct in such a manner as to not cause excessive noise that will interrupt the peaceful enjoyment of other Residents. The following shall apply to complaints concerning a Resident's violation of this rule: (i) first offense, a written warning, specifying the nature of the complaint, (ii) second offense, a \$100.00 fine will be assessed as additional rent, (iii) third offense, a \$200.00 fine will be assessed as additional rent, the Guarantor will be notified and Landlord reserves the right to declare the Lease to be in default, (iv) fourth offense, Landlord shall declare the Lease to be in default, and Resident will be evicted. Furthermore, the following definitions and rules shall apply:

- a) Definition of a party: Six (6) or more guests in an apartment home.
- b) Parties must be registered with Landlord. If not, the party will be shut down.
- c) Maximum number of guests at a party is fifteen (15). If maximum number is exceeded, the party will be shut down.
- d) Open parties are not allowed. Guests must be invited. Flyer type announcements are not permissible.
- e) All parties must shut down by 1:00 a.m.
- f) Guest shall not be allowed to congregate in common areas, including hallways, stairwells, and parking lots.
- g) Illegally parked vehicles will be towed without warning. Advise guests to abide by parking rules or to park off-site.
- h) Resident is responsible for the actions of all guests.

**PEST CONTROL:** Pest control is included in the Lease, at no additional cost to the Resident. Pest Control is handled on a monthly maintenance schedule through a third party contractor. Landlord will make every attempt to give Resident advance notice when pest control maintenance will take place in Resident's apartment, however, Landlord is not required to provide said notice, and Resident may not refuse service.

**PETS:** Regardless of type, size, or temperament, Pets are not allowed on the Property or on or about the Premises, with the sole exception being certified, trained Seeing Eye or Hearing Ear animals for handicapped Residents. A violation of this clause will result in (i) first offense, a written warning, (ii) second offense, a \$100.00 fine will be assessed as additional rent to be paid within three (3) days and Landlord reserves the right to declare the Lease to be in default, (iii) third offense, a \$200.00 fine and Landlord shall declare the Lease in default.

**PLUMBING:** Resident agrees to maintain at all times a temperature in the Premises adequate to prevent freezing of water pipes (40°) and to take all necessary precautions to prevent hair, thread, string, rags, sanitary napkins, grease, rubbish, or other obstructions from entering the waste pipes or sanitary sewer system on the Premises. Resident shall be responsible for the cost of repairing or clearing toilets and other drains that have been used for purposes other than normal use. Sinks are not to be used for disposal of grease or fats. Please put these items in the garbage.

**SATELLITE DISHES:** Satellite dishes are not allowed.

**SIGNS:** Residents shall abide by all posted signs and parking rules.

**SMOKE ALARMS AND SPRINKLER SYSTEM:** For Resident's safety, each apartment has an electric smoke alarm. Under no circumstances should the smoke detector be disconnected or removed. Tampering with, disabling a smoke detector, or pulling a fire alarm for no compelling reason, could result in a fine to the person(s) responsible. Fees charged to Sacony from the borough, that are the result of Resident's fire alarm generating a call to the borough fire police, will be billed directly to the apartment responsible for the alarm. If the smoke alarm begins to chirp, contact the office immediately.

**SOLICITATION:** Uninvited solicitation or canvassing is not permitted on the Premises. Landlord requests Resident's assistance in reporting same.

**STAIRWELLS:** Nothing may be hung from the ceiling, in front of windows or over the railings. No clotheslines, hanging or placement of rugs, towels, mops, articles of clothing, rubbish, paper boxes, etc., window sills, passageways, front or rear doors of the building is allowed.

**SUBLEASING/EARLY TERMINATION:** A Resident may not sublease the Premises. A Resident may only terminate this Lease early subject to the terms or Section 12 of the Lease.

**TRASH AND GARBAGE:** Properly bag and promptly dispose of garbage into the designated dumpsters outside of each building. Violations will be subject to a fine for littering, dumping, or other improper disposal of garbage. At no time shall Resident place any personal belongings or trash in the building commons areas, stairwells or hallways. If these items are found, they will be disposed of and charges for their disposal will be assessed to the person responsible. If the responsible party cannot be identified, the residents of the building will share the cost.

**VANDALISM:** Playful or intentional vandalism of any type in or about any of the buildings or Premises, by any Resident and/or Resident's guests will not be tolerated. Any Resident caught vandalizing the Property will be prosecuted to the fullest extent of the law and will be liable for all labor, replacement and aggravation costs and will be subject to immediate termination of the Lease. If the responsible party is not identified, the total cost to repair the damages will be shared by the residents of the building.

**WASHING VEHICLES:** The washing of vehicles is strictly prohibited. Car repairs, oil changes or maintenance is strictly prohibited on the Premises.

**WATERBEDS:** Waterbeds are not allowed.

**WINDOW COVERINGS AND SIGNS:** Windows must be closed when apartment is unoccupied. Resident will be held responsible for any damage to walls, carpet, apartment, or blinds because of failure to close windows. No aluminum foil or cardboard is allowed in windows and blankets, towels or sheets shall not be used for curtains. Nothing may be stuck on the glass, including neon signs or posters. No window coverings of any kind are allowed with the exception of those provided or approved by Landlord in writing. No signs, awnings, or advertisements shall be placed upon the exterior of the Premises. Nothing shall be swept, shaken, or thrown out of the windows or doors or into the halls, stairways, passages or onto the outside grounds of the building in which the Premises are located. No laundry or other objects shall be placed in the windows or doors of the Premises which might fall or be blown there from or which, in the judgment of Landlord, would detract from the appearances of the building in which the Premises are located.

**UNDER NO CIRCUMSTANCES WILL THE USE OF ALCOHOL OR ILLEGAL DRUGS BE PERMITTED IN OR AROUND ANY COMMON AREAS OF SACONY COMMONS. VIOLATION OF THIS POLICY WILL SUBJECT RESIDENT TO EVICTION.**

Resident agrees to abide by any other Operating Policies attached to this agreement, which are incorporated by reference.

\_\_\_\_\_  
Landlord/Authorized Agent  
Kutztown University Student Services, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

**EXHIBIT C**



**BOROUGH OF KUTZTOWN RENTAL RULES**

This Addendum to Lease Agreement (“Addendum”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and is incorporated into and shall be deemed to amend and supplement the Lease Agreement made by the undersigned Occupant(s) and Owner, dated \_\_\_\_\_ (“Lease”). The Lease and this Addendum pertain to the Unit described in the Lease, located at \_\_\_\_\_. This Addendum is required by Section 135-6.F.(1) of the Code of the Borough of Kutztown.

**Additional Covenants and Obligations**

In addition to the covenants and obligations set forth in the aforementioned Lease, the undersigned Occupant(s) and Owner hereby covenant and agree as follows:

**A Owner’s Covenants and Obligations.**

1. The Owner or Agent shall ensure that the Unit and the Premises upon which the Unit is located comply at all times with the Performance Codes of the Borough of Kutztown.
2. The Owner’s Agent for the Unit shall be as follows:
 

Name:	<u>Kutztown University Student Services, Inc.</u>
Address:	<u>173 McFarland Student Union Building</u>
	<u>Kutztown University, Kutztown, PA 19530</u>
Telephone Number:	<u>610-683-4084</u>
3. The Owner or Agent shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the Premises, except for any specific tasks which the parties hereby agree shall be delegated to the Occupant(s) and which are identified as follows:
4. The Owner or Agent shall promptly respond to reasonable complaints and inquiries from the Occupant(s).
5. The Owner or Agent shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.
6. The Owner or Agent shall be responsible for assuring that the conduct and activities of the Occupant(s) of the Unit are in compliance with Chapter 135, entitled “Housing Standards,” of the Code of the Borough of Kutztown. In order to achieve that end, within ten (10) days of receipt of written notice from the Code Enforcement Officer or police of the Borough of Kutztown that a violation of said chapter has occurred at the Unit, or upon receipt of a copy of a Disruptive Conduct Report pertaining to the Unit, the Owner or Agent shall take immediate steps to remedy the violation or Disruptive Conduct and assure that the violation or Disruptive Conduct does not

re-occur, in accordance with a plan required for submission to the Code Enforcement Officer under Section 135-6.E.(4) of the Code of the Borough of Kutztown. Nothing contained in this Addendum shall relieve the Owner or Agent of the maximum occupancy compliance obligation under Section 135-6.C. of the Code of the Borough of Kutztown.

**B Occupant's Covenants and Obligations.**

The following Covenants and Obligations shall apply to the Unit as well as all Common Areas, entryways, hallways, porches, decks and exterior areas that are accessible to Occupants.

1. Occupant(s) has been informed that the maximum occupancy for the Unit is 3 person(s). It is the Occupant's duty to inform the Owner or Agent and the Code Enforcement Officer of the Borough of Kutztown if over-occupancy occurs. Over-occupancy occurs when the Unit is occupied by a greater number of Occupants than the maximum number stated above. Should the Occupant(s) fail to notify the Borough or the Owner or Agent of over-occupancy and over-occupancy is discovered, then the Occupants shall be considered to be in breach of this Lease.
2. Occupant(s) shall comply with all applicable Codes and Ordinances of the Borough of Kutztown and all applicable state laws.
3. Occupant(s) shall, at the Owner or Agent's request, cooperate with and assist the Owner and the Owner's Agent in all material respects with (a) the preparation and performance of the "plan" of remedial action described in Section 135-6.E.(4) of the Code of the Borough of Kutztown and (b) the fulfillment of the Owner or Agent's responsibilities under Paragraph A.6. of this Addendum.
4. Occupant(s) shall dispose of all rubbish, garbage and other waste from the Unit and Common Areas in a clean and safe manner.
5. Occupant(s) shall not engage in any conduct in the Unit and Common Areas which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Occupant(s) permit Guests or others in the Unit and Common Areas to engage in such conduct.
6. Occupant(s) shall use and occupy the Unit and Common Areas so as not to disturb the peaceful enjoyment of adjacent or nearby properties by others.
7. Occupant(s) shall not cause, nor permit nor tolerate to be caused, damage to the Unit and Common Areas, except for ordinary wear and tear.
8. Occupant(s) shall not engage in, nor tolerate nor permit Guests or others in the Unit and Common Areas to engage in, "Disruptive Conduct", which is defined in Section C of this Addendum.
9. The Occupant(s) shall permit inspections of the Unit and Common Areas by the Code Enforcement Officer of the Borough of Kutztown at reasonable times and upon Reasonable Notice to Owner or Agent and Occupant(s).
10. Occupant(s) agree to diligently inspect all smoke and fire detectors to ensure that they are functioning. It is the Occupant(s) responsibility to contact the Owner or Agent if any smoke or fire detectors are inoperable, if batteries have been removed or in the case of electric wired system, if individual detectors are not functioning.

11. The Occupant(s) acknowledge(s) and agree(s) that the occupancy of the Unit by the Occupant(s) is subject to the provisions of Chapter 135, entitled "Housing Standards," of the Code of the Borough of Kutztown, and that the issuance by the Code Enforcement Officer of the Borough of Kutztown of a Notice of Violation pursuant to Section 135-7 of Chapter 135, entitled "Responsibilities of Occupants; Disruptive Conduct" shall constitute a breach of the Lease of which this Addendum is a part. Upon such breach, the Owner or Agent shall have the right and option to pursue any and all of the following remedies:
- Termination of the Lease without prior notice;
  - An action for recovery of possession of the Unit without abatement of any compensation previously paid, and for recovery of attorney's fees and costs incurred as a result of said action;
  - An action to recover the whole balance of any compensation due to the Owner from the Occupant(s) for the unexpired term of the Lease, and for recovery of attorney's fees and costs incurred as a result of said action;
  - An action for damages caused by the Occupants' breach, and for recovery of attorney's fees and costs incurred as a result of said action.

Notwithstanding the provisions of this Paragraph B.11, any person affected by a Notice of Violation issued by the Code Enforcement Officer of the Borough of Kutztown may appeal said Notice to the Housing License Appeals Board of the Borough of Kutztown, the form and substance of which appeal shall be in compliance with the requirements of Chapter 12 of the Code of the Borough of Kutztown.

C Definitions.

As used in this Addendum, the following capitalized terms have the following meanings:

**AGENT**—A person representing or acting on behalf of an Owner.

**CODE ENFORCEMENT OFFICER**—Any person specifically designated as such by the Council of the Borough of Kutztown to enforce Chapter 135, entitled "Housing Standards," of the Code of the Borough of Kutztown, including any duly authorized representative of the Code Enforcement Officer.

**COMMON AREA**—Any open area within a structure shared by Occupants or that the Occupants have the right to share, including, but not limited to, kitchens, bathrooms, living rooms, dining rooms, attics, basements, and any room used for parties, social events or the congregation of people, except bedrooms.

**DISRUPTIVE CONDUCT**—Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any Occupant or Guest of a Unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises such that a report or complaint is made to police of the Borough of Kutztown and/or to the Code Enforcement Officer of the Borough of Kutztown complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer of the Borough of Kutztown or Borough of Kutztown Police shall investigate and made a determination that such did occur, and keep written records, including a disruptive conduct report of such occurrence.

**DISRUPTIVE CONDUCT REPORT**—A written report of disruptive conduct on a form to be prescribed therefor, in accordance with Section 135-5 of the Code of the Borough of Kutztown, to be completed by the Code Enforcement Officer or the police of the Borough of Kutztown, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Code Enforcement Officer. Disruptive Conduct Reports shall be separate from any other action taken by police, and shall be considered public documents.

**GUEST** - A Person on the Premises with actual or implied consent of an Occupant, who is not an Occupant.

**OCCUPANT**—Any person over one (1) year of age living, sleeping, cooking or eating in a unit.

**OWNER**—Any person who, individually, jointly, or severally with others, shall have legal or equitable title to or have any other legal or beneficial interest in any Unit, whether or not such person occupies the Unit or any part thereof.

**PERFORMANCE CODES** - Shall mean all Codes of the Borough of Kutztown, and specifically: Chapter 136 of the Code of the Borough of Kutztown, entitled “Property Maintenance,” adopting the International Property Maintenance Code of 2003, as such chapter is amended from time to time; Chapter 225 of the Code of the Borough of Kutztown, entitled “Zoning,” as such chapter is amended from time to time; Chapter 185 of the Code of the Borough of Kutztown, entitled “Solid Waste”, and Chapter 119 of the Code of the Borough of Kutztown, entitled “Fire Prevention”, as such chapters are amended from time to time.

**PREMISES**—Any lot, tract, or parcel of real property in the Borough of Kutztown, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more Units are located.

**UNIT**—Any apartment, rooming unit, boarding house, rooming house, Multiple Dwelling or other dwelling unit or dwelling, as such terms are defined in Chapter 135 of the Code of the Borough of Kutztown, or any room or portion thereof, that is offered for Let.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_  
**Owner**

Lisa J. Kowalski  
**Owner’s Name (Print)**

45 E Normal Ave, Kutztown, PA 19530  
**Address**

484-646-9558  
**Telephone Number**

\_\_\_\_\_  
**Occupant**

\_\_\_\_\_  
**Occupant**

\_\_\_\_\_  
**Occupant**