

# CAMPUS APARTMENTS LEASE TERM SUMMARY

Name(s): \_\_\_\_\_

\_\_\_\_\_

Property: \_\_\_\_\_ Rent: \$ \_\_\_\_\_

Lease Beginning Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_

♦ ♦ The following items **MUST OCCUR BEFORE MOVING IN** or we can not give you the keys! ♦ ♦

- 1) **All monies must be paid in full** - Security Deposit, First Month's Rent & Last Month's Rent.
- 2) **All Applications must be completed** - Each Tenant residing in the property must have an Application.

	Amount Owed	Due Date	Lease Year		
<b>Application Fee</b> - \$45 per application - \$ _____		_____	1	2	3
			4	5	6
<b>Security Deposit</b> - One Month's Rent - \$ _____		_____			
<b>First Month's Rent</b> - One Month's Rent - \$ _____		_____			
<b>Last Month's Rent</b> - One Month's Rent - \$ _____		_____			
<b>TOTAL DUE BEFORE LEASE BEGINS :</b>	\$ _____				

## Answers to Commonly Asked Questions

Your **Rent** is due on the **First Day of Each Month** beginning on \_\_\_\_\_.

Your **Last Month's Rent** will be applied to the last month of your Lease term. Please **DO NOT** make a payment on this date: \_\_\_\_\_. **RENEWAL** Pay \_\_\_\_\_ On \_\_\_\_\_.

Your **Security Deposit** will be mailed back to you in **1 check** (regardless of the number of tenants residing in the property) within **30 days** of the end of the lease (provided a forwarding address has been submitted).

## Responsible Party Contact Information

Name: \_\_\_\_\_

Tenant Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_



**campus** apartments®  
smart. living.

**PENNSYLVANIA RESIDENTIAL LEASE AGREEMENT**

Read this entire Lease carefully before signing it.

**1. DATE AND PARTIES.**

This agreement dated \_\_\_\_\_, 20\_\_\_\_\_, is between  
CAMPUS APARTMENTS, INC., Agent for Landlord ("Landlord") and

\_\_\_\_\_

\_\_\_\_\_

("Tenant").

**2. RENTED PROPERTY.**

Landlord agrees to rent the following property to Tenant:

\_\_\_\_\_  
("Leased Unit"). Tenant must use the Leased Unit as a residence only and for no other purpose. Tenant will personally use and continuously occupy the Leased Unit only as a residence for Tenant. It is a breach of this Lease to have any person(s) living in the Leased Unit who is (are) not listed in Paragraph 1.

**3. AGENCY.**

The agent of this property is Campus Apartments, Inc. The address and telephone number of the agent is:

Campus Apartments, Inc.  
4043 Walnut Street  
Philadelphia, PA 19104  
Office: (215) 382-1300  
Fax: (215) 387-8285

**4. TERM OF AGREEMENT.**

The ("Term") is the period between \_\_\_\_\_, 20\_\_\_\_ ("Commencement Date")  
and \_\_\_\_\_, 20\_\_\_\_ ("Expiration Date").

The Term of this Lease automatically expires at 12:00pm Noon on the Expiration Date, unless, prior to that time, Landlord and Tenant have entered into written Lease renewal agreement.

5. **RENT.**

(A) The total rent for the Term of this Lease is:

\$\_\_\_\_\_.

Tenant agrees to pay rent in equal monthly installments of \$\_\_\_\_\_ ON OR BEFORE THE FIRST OF EACH MONTH IN FULL. TENANT AGREES TO PAY RENT WITH ONE CHECK REGARDLESS OF THE NUMBER OF TENANTS RESIDING IN THE LEASED UNIT. Rent must be either delivered by hand or received by mail ON OR BEFORE THE FIRST OF THE MONTH to 4043 Walnut Street, Philadelphia, Pennsylvania 19104.

All checks must be made payable to: **CAMPUS APARTMENTS, INC.**

ALL RENTAL SUMS DUE MUST BE PAID BY ONE CHECK.

(B) Pre-payment of First Month's Rent in the amount of \$\_\_\_\_\_

is due on \_\_\_\_\_.

(C) Pre-payment of Last Month's Rent in the amount of \$\_\_\_\_\_

is due on \_\_\_\_\_.

(D) Any rent received after the fifth (5th) day of the month is considered late and Tenant agrees to pay a late fee of ten percent (10%) of the outstanding monthly rental amount as additional rent. It is a breach of the terms and conditions of this Lease if Tenant pays the rent late more than two (2) times in a one (1) year period.

(E) If the bank returns Tenant's check, Tenant will pay a charge of \$50.00 as additional rent. It is a breach of this Lease to make a rental payment by a personal check which is not covered by available funds. If Tenant gives Landlord two (2) or more bad checks (checks which are returned for insufficient funds) it is a breach of the Lease. At that time, Landlord may file an action seeking a money judgment and/or possession for this breach of the Lease.

(F) If Tenant makes a rental payment by personal check which is not covered by available funds, Tenant agrees that Landlord may require the payment of all future rental sums by certified check or money order.

(G) By providing a check for payment, Tenant is hereby given notice that Tenant's signed and completed check may be converted to an electronic fund withdrawal upon receipt by Landlord or Agent via U.S. Mail or in designated dropbox

locations. Landlord or Agent's receipt of your check shall constitute your authorization of such electronic fund withdrawal. Rent is payable for the entire Term, regardless of whether Tenant vacates the Premises before the Expiration Date for any reason. Landlord may apply any payment received from Tenant or Guarantor (If Applicable) to then outstanding unpaid Rent in whatever order and priority Landlord may elect.

(H) Tenant acknowledges that any rent received by Landlord will first be applied to any outstanding charges (including but not limited to late rent fees, damage repair charges, returned check fees, fines, utility overages, etc.) incurred by or on behalf of Tenant prior to applying same to the current monthly fixed rent. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late rent fee incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.

**6. ADDITIONAL RENT.**

All payments due under this Lease are either rent (paragraph 5) or additional rent.

**7. PREMISES; USE.**

(A) Subject to the terms and conditions herein stated, Landlord hereby leases to Tenant the Premises.

(B) During the Term, Tenant shall use the Premises for residential purposes only, and shall use the Common Areas only for the purposes for which Landlord makes them available for Tenants of the Facility, all subject to the Rules and Regulations, which are attached hereto and are a part of this Lease. Landlord may, from time to time, amend and supplement the Rules and Regulations, effective upon posting a notice at the Facility or, at Landlord's election, upon notice to Tenant.

(C) If Tenant is a student at a College or University identified above, then Tenant shall abide by all such College or University's rules and regulations and student codes of conduct.

(D) If, at the beginning of the Term, Landlord is unable to deliver possession of the Premises for any reason, Landlord shall not be responsible to Tenant in any manner, and this Lease shall not be affected, except that: (i) Tenant shall not be obliged to pay Rent unless and until possession is delivered, (ii) Landlord, at its option, may relocate Tenant to another Bedroom and/or Unit in the Facility or another facility, and (iii) if possession is not delivered, or Tenant is not relocated, within thirty (30) days of the commencement date of the Term, as specified above, then Tenant shall have the right to terminate this Lease by giving Landlord written notice before Landlord's delivery of possession, whereupon Landlord shall refund any Security Deposit and any Rent previously paid by Tenant.

**8. JOINT AND SEVERAL.**

Each person who signs this Lease is fully responsible to do what is stated in the Lease. Each signer is responsible to pay the rent in full.

**9. UTILITIES AND OTHER SERVICES.**

Utilities and other services due to Landlord are considered additional rent. Charges for utility services and/or other services are due at the time the rent is due and must be paid by separate check. Tenant agrees to pay a ten percent (10%) late fee of any amounts due if the utility and other services bills are not paid when due. Tenant agrees to place all utilities and other services not provided by Landlord in the name of Tenant at the time the Lease begins. Tenant agrees to pay all bills when due. It is a breach of this Lease to fail to place all utilities into Tenant's name upon taking possession of the Leased Unit.

Tenant will pay all utilities as listed below:

	TENANT WILL PAY	LANDLORD WILL PAY
Water/Sewer	_____	_____
Cooking Gas	_____	_____
Hot Water	_____	_____
Heat	_____	_____
Electricity	_____	_____
Telephone Service	_____	_____
Cable Television	_____	_____
Internet Service	_____	_____
Other _____	_____	_____

Tenant is also responsible to pay: \_\_\_\_\_

---

(A) Landlord shall have the right to temporarily suspend any utility or other service to the Premises and/or Unit in order to do maintenance and/or repair and/or protect the Facility, Premises, Unit or Tenant from risk of harm or loss.

(B) Neither Landlord nor Agent (regardless of the negligence of Landlord or Agent) shall be liable for loss or damages resulting from the interruption of heat, electrical, water, sewer, telephone, cable TV, Internet, or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the apartment complex in which the Premises are located. Neither Landlord nor Agent (regardless of the negligence of Landlord or Agent) shall be liable for injury or damage to persons or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the Premises or Facility. In no event shall Landlord or Agent (regardless of the negligence of Landlord or Agent) be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Tenant hereby expressly waives all claims for such injury, loss, or damage.

10. **SECURITY DEPOSIT.**

Tenant has paid to Landlord a security deposit of

\$\_\_\_\_\_, as security that Tenant will perform his/her obligations under this Lease. Landlord may use the security deposit to pay for losses or damages caused by Tenant's breach of this Lease. Landlord may also use the security deposit to pay for any damage to the Leased Unit.

Tenant must pay losses or damages which are not covered by the security deposit as additional rent. **TENANT MAY NOT USE THE SECURITY DEPOSIT TO PAY THE RENT FOR THE LEASED UNIT.** Landlord may keep the security deposit if Tenant fails to make rental payments or if Tenant leaves before the end of the Lease Term.

Landlord will deposit the security deposit at: Sovereign Bank, 1500 Market Street, Philadelphia, PA 19102. Tenant must vacate the Leased Unit and give Tenant's new address to Landlord, in writing, before Tenant is eligible for return of the security deposit. The security deposit refund will be returned in one check to a designated Tenant.

11. **END OF LEASE PROVISIONS.**

THIS LEASE WILL TERMINATE ABSOLUTELY AT THE END OF THE TERM. If Tenant wishes to remain at the premises, and Landlord agrees to sign a new lease with Tenant, Tenant must sign a new lease by:

---

LANDLORD RESERVES THE RIGHT NOT TO ENTER INTO A NEW LEASE WITH TENANT. New leases may increase rental rates and change the terms and conditions of the prior lease.

12. **HOLDOVER**

If Tenant does not leave on the ending date of this Lease, Tenant agrees to pay double the last monthly rental charge. This double rental charge is due for each month or part of a month that Tenant remains in possession of the Leased Unit after the end date of the Lease. The terms and conditions of this Lease will remain in effect during any holdover period.

13. **PERSONAL PROPERTY LEFT IN LEASED UNIT.**

Any personal property left in the Leased Unit after Tenant vacates or is evicted is considered abandoned. Landlord may dispose of this property in any manner without notice to Tenant. Tenant must pay Landlord's cost of disposal of Tenant's property.

14. **INTERRUPTED USE OF LEASED UNIT.**

Landlord will not reduce the rent if there is a fire, interrupted use of or other damage to the Leased Unit. Landlord will decide whether the Leased Unit is livable due to damage. If Landlord determines the Leased Unit is uninhabitable for any reason, this Lease will end when Tenant pays all rent due to the date that the Leased Unit is vacated.

**15. ACCIDENTS/LOSSES.**

(A) Tenant shall immediately report to Landlord all fires, accidents, injuries and property damage occurring in the Unit and, if involving Tenant, elsewhere at the Facility. Notwithstanding any contrary provision of this Lease or of non-waivable law, neither Landlord nor Agent nor any of their respective affiliates, partners, members, shareholders, officers, directors, agents, representatives or attorneys (collectively, "Landlord Parties") shall be responsible to Tenant, Guarantor (If Applicable) or any other person, and Tenant, for itself, any Guarantor (If Applicable) and their respective heirs, administrators, successors and assigns (collectively, "Tenant Parties") hereby releases Landlord Parties from, and covenants not to sue any Landlord Party with respect to, all claims, suits, actions, causes of action, losses, damages, suits, actions, costs and expenses (including without limitation legal fees and expenses) relating to: (i) any fire, accident, injury, death or property damage or theft occurring in or with respect to the Unit or the Facility, (ii) any loss or damage to Tenant's mail, (iii) any crime or tortious act occurring or committed in the Unit or the Facility, (iv) any personal conflict between Tenant and any other person occurring at the Facility, (v) any failure of performance or service to be provided to Tenant hereunder, (vi) the interruption or failure of mail delivery, mail forwarding, heat, electrical, water, sewer, telephone, cable TV, telephone service, internet service, E911 service, or any other utility service, or the malfunction of machinery or appliances serving the Premises, and (vii) any defect in the heating, gas, electrical, water, sewer or other systems serving the Premises, except and solely to the extent that any of the foregoing directly results from the gross negligence or willful misconduct of Landlord or Agent.

(B) All Tenant's personal property kept in the Premises, or in any storage room, or anywhere else at the Facility, shall be at Tenant's sole risk, and Landlord shall not be liable for any damage to, or loss or theft of, any such property. Tenant is encouraged to secure apartment dwellers or similar insurance to cover any loss or damage to personal property.

(C) Neither Landlord nor Agent shall be obligated to provide any health or medical care to Tenant or take any action with respect to any medical condition, allergy or dietary preferences of Tenant.

**16. TENANT'S PERSONAL PROPERTY AND INSURANCE.**

Landlord is not responsible for any damage to Tenant's personal property. For that reason, Tenant agrees to obtain insurance to protect Tenant's personal property. Tenant is in breach of this Lease if Tenant fails to obtain personal property insurance.

Tenant must have comprehensive general liability insurance with an insurance company licensed to do business in Pennsylvania. The insurance must have minimum limits of liability for bodily injury and property damage of a combined single limit of \$300,000.

If any insurance coverage maintained by Landlord is found to apply to any loss or damage covered by Tenant's insurance, the following will happen:

(A) Landlord's insurance and any obligation of Landlord to pay is considered excess coverage.

(B) Tenant must fully use up his/her insurance before any claim is made against Landlord or against Landlord's insurance coverage.

Regardless of anything stated in this Lease, Tenant releases Landlord from any injury, loss or damage to personal property or persons from any cause. This Release is effective even if Landlord or Landlord's employees or agents cause the injury, loss or damage.

Tenant waives any right of subrogation by Tenant or by any insurance company which covers Tenant. Subrogation is the right of repayment for any payments made by Tenant or Tenant's insurance for injury, loss or damage to personal property or persons.

Landlord may require Tenant to produce proof of insurance that is required in this Lease. It is a violation of the Lease to fail to have the insurance or fail to produce proof when requested.

#### **17. RELEASE OF LANDLORD.**

Landlord is not responsible for any injury, property damage or loss sustained by Tenant or Tenant's guests.

Tenant agrees to release Landlord from responsibility for any damage, loss or injury caused by any other person occupying the Leased Unit, or by Landlord or Landlord's agents or employees. Tenant agrees that this release includes losses or damages which result from any of Tenant's acts or failures to act. Tenant expressly waives all claims against Landlord for any damage, loss or injury, except for claims which involve intentional damages or losses caused by landlord, landlord's agents and landlord's employees.

#### **18. LANDLORD'S REMEDIES.**

Tenant is in breach of this Lease if Tenant fails to make rental payments when due or fails to comply with any other provision of this Lease. If Tenant breaches this Lease:

(A) Tenant must immediately pay all rents for the balance of the term of this Lease and Landlord may sue for this rent.

(B) Landlord may end this Lease.

(C) Landlord may evict Tenant.

(D) Landlord may sue Tenant to collect any monies due including but not limited to legal fees and costs to enforce lease terms or to defend against claims and defenses asserted by Tenant. Tenant agrees to pay all legal fees and costs as additional rent.

(E) To the extent allowed by law, Landlord may discontinue any utility services to the Leased Unit.

(F) Landlord may exercise any one or more of the other remedies available to it under law or in equity.

**(G) Tenant agrees to waive all notices including the 10 or 15 day notice period which is contained in Section 501 of the Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.501, or any other notice period established by law. THIS MEANS THAT LANDLORD MAY FILE SUIT AGAINST TENANT TO ENFORCE THE TERMS OF THE LEASE WITHOUT NOTICE TO TENANT.**



(H) Notwithstanding the foregoing, if Tenant is accused of committing a felony or a violent misdemeanor, or if illegal drugs or weapons are found in the Unit, or if Tenant commits an act of violence in the Unit, then (i) immediately upon notice from Landlord, an Event of Default shall be deemed to have occurred, and (ii) in addition to all Landlord's other rights and remedies with respect to such Event of Default, Tenant shall vacate the Unit and Premises within twenty-four (24) hours after notice from Landlord.

**19. KEY CHARGES AND LOCKOUTS.**

(A) If Tenant is locked out of the Leased Unit during Landlord's business hours, Tenant agrees to pay a \$25.00 charge for giving Tenant access to the Leased Unit. Tenant agrees to pay a charge of \$75.00 if the lockout occurs after business hours. Payment is due upon receipt of service.

(B) If a new key is needed as a result of a lost key, Tenant agrees to pay a \$75.00 charge for an electronic key or \$25.00 for a standard, metal key.

(C) Tenant may not change or add locks without written permission from Landlord. If Landlord grants Tenant permission to change the locks, Tenant must give Landlord a set of the new keys. If Tenant installs a new lock without authorization, Landlord has the right to remove the unauthorized lock and replace it at Tenant's cost. Tenant is responsible for any damages as well as the standard replacement charge of \$250.00 for an electronic lock, \$100.00 for a standard lock and \$50.00 for a mailbox lock. If mailbox and/or apartment keys are lost, stolen or not returned at the end of the Lease, the above charges for replacement costs will apply.

**20. ACCESS.**

(A) Landlord, and/or Landlord's employees, agents or contractors may enter the Leased Unit between the hours of 8 a.m. and 6 p.m. Tenant also agrees that Landlord, and/or Landlord's employees, agents or contractors may enter the Leased Unit at any time to address emergencies.

(B) Tenant agrees that Landlord may authorize potential tenants, purchasers, lenders or contractors to inspect the Leased Unit. Landlord will make every effort to notify Tenant in advance of the inspection. Tenant may refuse entry to any potential tenant who does not have written authorization from Landlord to inspect the Leased Unit.

**21. SUBLEASING.**

Subletting is prohibited unless Landlord, Tenant and Subtenant enter into a sublease agreement executed by all parties. Tenant is still obligated under the terms of the Lease Agreement even if a sublet is approved. A sublease agreement is not valid, binding or enforceable unless Landlord signs it. Landlord has the right in its sole discretion to approve all sublets. Subletting is not permitted if Tenant is in Breach of this Lease.

A \$50.00 Sublease Fee is due for each sublease agreement. This administrative fee is due upon Landlord's execution of the sublease agreement.

**22. EARLY LEASE TERMINATION.**

This signed Lease Agreement is a legal document that is binding on Tenant for the duration of the lease term. If Tenant requests an early termination of the Lease, Tenant agrees to pay a non-refundable administrative fee in the amount of \$200.00. The fee is payable at the time Tenant requests that Landlord list the Leased Unit for re-rental. An attempt by Landlord to re-rent the Leased Unit does not relieve Tenant from the financial responsibility for the entire lease term. Landlord does not guarantee the results of the remarketing of the Leased Unit. Tenant agrees to pay the \$200.00 administrative fee and sign the early termination agreement before Landlord takes action per the above paragraph.

**23. NO WAIVER BY LANDLORD.**

If Landlord does not exercise any of its rights under this Lease, Landlord may still exercise these rights at a later date. Acceptance of past due rent is not a waiver of Landlord's rights to enforce other terms under this Lease.

**24. NOTICE TO TENANT.**

**THIS LEASE CONTAINS WAIVERS OF CONSUMER RIGHTS. TENANT WAIVES CERTAIN RIGHTS BY SIGNING THIS LEASE.**

**25. NO JURY TRIAL.**

Landlord and Tenant waive and give up any right to any jury trial for any claim, defense or matter concerning this Lease or the Leased Unit.

**26. BANKRUPTCY.**

If Tenant files a petition in bankruptcy, rent and charges will be pro rated for the month in which the bankruptcy petition is filed. The rent for the remainder of that month (pro rated) is due and payable within two (2) days after the filing of the petition in bankruptcy. This paragraph does not change any other rights or obligations of Tenant.

**27. INCORRECT INFORMATION IN APPLICATION.**

If Tenant provided incorrect information in the Application, it is a breach of this Lease. Landlord may end this Lease and/or sue Tenant for possession and/or any losses or money damages if the Application contained incorrect information.

**28. SUBORDINATION.**

This Lease and Tenant's rights under this Lease are subordinate (inferior) to all existing and any future financing, loans or leases on the building or land. Among other things, this means that the new owner or mortgagee may end this lease if there is a foreclosure sale of the property. Tenant agrees to waive rights by permitting the buyer at a foreclosure sale to end this Lease.

Tenant agrees to all financing and to sale of the Leased Unit or property subject to this Lease. Tenant agrees to sign any papers required to confirm the terms of this paragraph. Tenant also authorizes Landlord to sign any papers on behalf of Tenant which are necessary to confirm the terms of this Paragraph. These are additional waivers of Tenant's rights.

**29. CONDEMNATION.**

Condemnation is the power of the government to take private property for public use. If the Leased Unit or any part of it is condemned, or voluntarily transferred by condemnation proceedings, this Lease will automatically end as to the condemned portion.

If the Lease ends due to condemnation of a part of the Leased Unit, Landlord will reduce the rent accordingly.

If the Leased Unit becomes uninhabitable due to the condemnation, the Lease will end when Tenant pays all rent due until the condemnation date. Tenant will not have any right to any award paid to Landlord by the condemning authority.

**30. SECURITY**

Tenant acknowledges that neither Landlord nor Agent has made any representations, either written or oral, to Tenant concerning the safety of the Facility or the Premises or the effectiveness or operability of any security devices or security measures at the Facility or the Premises. Tenant acknowledges that Landlord and Agent neither warrant nor guarantee the safety or security of Tenant or its guests against any criminal, tortuous or wrongful acts of any person. Tenant acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Tenant acknowledges that Tenant should not rely on such devices or measures and should take steps to protect himself or herself and his or her existing property as if these devices or measures did not exist. Tenant agrees to immediately notify Landlord or Agent of any malfunctions involving locks, doors or windows in writing. Tenant, for itself and all other Tenant Parties, hereby releases all, and covenants not to sue any, Landlord Parties, and waives any and all liability of, and all claims, suits, actions and causes of action against, all Landlord Parties, with respect to any and all personal injury, death or property damage suffered by any Tenant Party as a result of any criminal, tortuous or wrongful act by any person, including without limitation another tenant of the Facility, but excluding gross negligence and willful misconduct by Landlord or Agent.

**31. CHECKOUTS**

Tenant agrees to vacate the Leased Unit by 12:00 Noon on the expiration date of the Lease leaving the Leased Unit clean and ready for the new tenant. AT THIS TIME ALL FURNITURE AND PERSONAL BELONGINGS MUST BE MOVED FROM THE PREMISES. All keys, including the mailbox key, are due in Landlord's office no later than 12:00 Noon on the date that the Lease ends. Tenant agrees to pay costs incurred by Landlord as a result of Tenant's failure to return keys.

Tenant agrees to pay as additional rent the cost of the repair of damage caused by Tenant or visitors of Tenant.

32. **REPAIRS**

(A) Tenant agrees that Landlord has made no promises to decorate, alter, repair or improve the Leased Unit except the following:

---

---

---

---

---

**Landlord is not responsible to complete any repairs or improvements listed above before Tenant takes possession of the Leased Unit.** Only Landlord's employees, agents or contractors may make repairs to the Leased Unit. Landlord is not responsible for any inconvenience or loss caused by necessary repairs to the Leased Unit.

(B) Tenant agrees to pay as additional rent, the cost of the repair of damages caused by Tenant or Tenant's visitors which occur during or as a result of their tenancy.

33. **RULES AND REGULATIONS**

(A) No person is allowed to occupy the Leased Unit unless specifically named as a tenant or occupant in paragraph 1.

(B) Tenant will comply with all laws, local ordinances and obligations imposed on Tenants by building and housing Codes.

(C) Tenant will not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises.

(D) Tenant will not make any alterations to the property without Landlord's written permission.

(E) Tenant understands that the following items are prohibited:

Kerosene heaters, waterbeds, woks, pool tables.

Other: \_\_\_\_\_.

(F) Pets are prohibited in our properties at all times. If a pet is found on the premises, Tenant agrees to pay a \$500.00 fee and is required to immediately remove the pet from the premises. Tenant understands that it is a breach of this Lease to have a pet on the property. Tenant is aware that eviction may occur due to this breach.

(G) Tenant will keep the public halls and stairways clear and not use these areas for any purpose other than for entering and exiting the apartments.

(H) Tenant is responsible for the behavior of his or her friends, visitors, guests or any other people who are on the premises with Tenant's permission.

(I) Tenant will not make or permit any disturbing noise to be made by Tenant, Tenant's family members, or Tenant's visitors at any time.

(J) Tenant will not play any musical instrument, television, radio, or stereo in the building between the hours of 9:00 p.m. and 9:00 a.m. if it leads to the disturbance or annoyance of other occupants of the building.

(K) Tenant will cover 80% of hardwood floors. Tenant may not permanently affix carpeting to the floor.

(L) Tenant will use all cooking and other equipment in such a way as to prevent noxious odors from permeating the building.

(M) Tenant or Tenant's guests will not throw anything out of the windows, doors, decks or balconies or into the halls of the building.

(N) The delivery of packages is permitted only at the entrance of the building. Landlord is not responsible for the loss or damage of any such property.

(O) Landlord is not responsible for any article left in any part of the building.

(P) Tenant may not store baby carriages, bicycles, furniture or other articles in the halls, passageways, porches, basement or vestibules of the building.

(Q) Tenant will not obstruct the fire escapes.

(R) Tenant may not hang anything from the windows or balconies, or place anything on the windowsills.

(S) Tenant may not shake tablecloths, clothing, rugs or other articles outside of the windows, doors, balconies or decks.

(T) Tenant is responsible for any damage resulting from misuse of the toilet and/or other water apparatus.

(U) Tenant and/or Tenant's guests will not congregate in the hallways, entrances, stairways or elevators.

(V) Tenant and/or Tenant's guests or invitees are not permitted to attach any devices to the roof, bays or other exterior areas. Tenant or Tenant's representative or guests may not gain access to these areas at any time.

(W) Tenant may not place window shades or awnings on any of the windows except those approved by Landlord.

(X) Tenant will place all trash in plastic trash bags, sealed and taken to the dumpsters or designated trash areas. Tenant may not store trash in the apartment or any other area in or about the building. Tenant is responsible for any fine of \$50.00 per bag or other clean up charges imposed because Tenant does not dispose of trash properly.

(Y) Tenant agrees to keep appliances clean at all times.

(Z) Tenant agrees to promptly report any problems in the premises to the Landlord.

(AA) Tenant may not store personal items in mechanical closets.

(BB) Tenant will comply with all statutes, laws, ordinances and regulations. Tenant will not keep anything which is dangerous in the Leased Unit. Tenant will not conduct any dangerous activity in the building. Tenant will not do anything which might increase the danger to the Leased Unit, the building or to other occupants in the building.

(CC) Tenant will not act in any way which unreasonably disturbs the peace and quiet of other residents or of Landlord or Agent. Tenant may not act in a manner which disturbs or interferes with Landlord's agents, staff, business invitees or visitors to the building.

(DD) Tenant may not remodel or make any structural changes to the interior or exterior of the Leased Unit. Tenant may not attach or remove any carpeting or fixtures without first obtaining Landlord's written permission. If Tenant is given written permission Landlord has the right to keep such improvements and/or fixtures or require Tenant to remove them and to return the Leased Premises to its original condition at Tenant's expense.

(EE) Tenant is responsible and liable for the conduct of all occupants and guests of the Leased Unit.

(FF) Tenant agrees that Tenant and/or his guests or invitees will not bother, disturb, annoy or otherwise harass other tenants or staff or employees or agents of Landlord.

(GG) A violation of the rules and regulations is a default under this Lease.

**34. SEVARABILITY.**

If one or more of the paragraphs of this Lease are determined to be invalid, the remainder of this Lease will remain in effect.

**35. RIDERS.**

The following Riders are attached to and made a part of this Lease:

_____ <b>LEAD PAINT</b> _____	_____ <b>RENTAL SUITABILITY</b> _____
_____ <b>MOLD</b> _____	_____

**36. LEASE CHANGES.**

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

**37. ENTIRE AGREEMENT**

This Lease is the entire agreement between Tenant and Landlord. It supersedes any previous agreement, understanding or representations. It may only be modified by written agreement between Landlord and Tenant.

38. **SIGNATURES**

The undersigned agree to be legally bound to this Lease.

TENANT(s):  
[JOINT AND SEVERAL]

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

LANDLORD:

By: \_\_\_\_\_  
Date

\_\_\_\_\_  
Manager/Agent

**LEAD-BASED PAINT DISCLOSURE RIDER TO LEASE  
(COMBINED FEDERAL/PHILADELPHIA FORM FOR USE IN PHILADELPHIA  
BEFORE BEING OBLIGATED UNDER THE LEASE. IN MOST CASES THE TENANT  
IS OBLIGATED WHEN THE LEASE IS SIGNED.)**

**I. LEAD WARNING STATEMENT**

EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESSEE THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. A COMPREHENSIVE LEAD INSPECTION OR A RISK ASSESSMENT FOR POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE.

**II. LANDLORD'S DISCLOSURE**

(A) Check One.

\_\_\_\_\_ The landlord has given the tenant a lead inspection report and risk assessment by a certified lead inspector (or landlord has given the tenant a summary of the report prepared by a certified lead inspector and has made the original available for review).

OR

\_\_\_\_\_ The landlord has given the tenant the following information:

**The Philadelphia Department of Public Health has determined that most housing built in Philadelphia before 1978 contains dangerous lead paint. This property was built before 1978. Therefore, without a comprehensive lead inspection, conducted by a certified lead inspector, showing there is no lead paint or there is no lead-based hazards, you can assume that this property contains lead-based paint.**

(B) The landlord has told the tenant about all information they have about lead-based paint and/or lead-based paint hazards in the housing. If available, the landlord has also given copies of all records and reports about lead-based paint and/or lead-based paint



hazards (if available, list records and reports below; if no knowledge, insert "no knowledge").

---

---

### **III. TENANT OPTION TO TEST FOR LEAD**

The tenant has the option to have a lead inspection or lead risk assessment. The tenant will have to pay for the test.

If the tenant chooses to have a lead inspection or risk assessment, it must be done within 10 days of receiving this information. The tenant and the landlord can agree in writing to a different period of time.

The lead inspection or risk assessment must be done by \_\_\_\_\_ *(Insert date 10 days after this disclosure or another agreed upon date.)*

If the lead inspection or lead assessment finds lead-based paint or lead-based paint hazards, the tenant can end the lease within two (2) business days after receiving the report. All money paid to the landlord will be returned to the tenant.

### **IV. LANDLORD ACKNOWLEDGEMENT *(Initial)***

(A) \_\_\_\_\_ Landlord has told the tenant about all information they have about lead-based paint or lead-based paint hazards. If available, landlord has also given the tenant all records and reports which have information about lead-based paint and/or paint hazards in the housing.

### **V. TENANT ACKNOWLEDGMENT *(Initial)***

(A) \_\_\_\_\_ Tenant has received the information listed by the landlord in Section II.

(B) \_\_\_\_\_ Tenant has received and read the above LEAD WARNING STATEMENT.

(C) \_\_\_\_\_ Tenant has received the pamphlet *PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME*.

(D) \_\_\_\_\_ Tenant has been given the option to conduct a lead inspection or

lead risk assessment.

**IV. AGENT'S ACKNOWLEDGMENT** (*Initial*)

(A) \_\_\_\_\_ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. § 4852d and is aware of his/her responsibility to ensure compliance with that law.

**V. CERTIFICATION OF ACCURACY**

In accordance with 42 U.S.C. § 4852d and § 6-806 of the Philadelphia Health Code, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**TENANT** **Date**

\_\_\_\_\_  
**Landlord** **Date**

**LEASE RIDER**  
**MOLD INFORMATION AND PREVENTION**

**1. Rider.** This is a rider to the Lease for the residential unit you, the Tenant, are renting from Campus Apartments, Inc., the Landlord. The unit is Apt. # \_\_\_\_\_, located at \_\_\_\_\_, Philadelphia, PA 191\_\_\_\_\_. This Rider is part of the Lease and is incorporated into the Lease. As used in this Rider, the term "Tenant" refers collectively to all Tenants who have signed the Lease.

**2. About Mold.** Molds are naturally occurring organisms which have existed practically since the beginning of time. Molds are found virtually everywhere in our environment, both indoors and outdoors and in old and new buildings. All of us have lived with molds all of our lives. Molds break down organic matter in the environment.

Molds can grow when excess moisture is present inside a building. When there is mold growth, mold spores and associated products are released into the air and are likely to be present at greater than normal concentrations. Exposure to molds can occur through inhalation or direct contact. There is conflicting scientific evidence about the concentration of molds which could lead to adverse health effects. Some people have no adverse reaction to molds. Common reactions to molds are normal allergic reactions. Other more serious reactions are possible.

**3. Maintenance of Apartment.** Tenant understands that the Apartment is subject to mold or mildew growth if not properly maintained. Tenant agrees to maintain the Apartment in a manner that prevents the occurrence of mold or mildew growth in the Apartment. As part of its compliance with this general obligation, Tenant agrees to do the following:

**a.** Keep the Apartment, including without limitation the kitchen and bathroom areas, clean. Regularly vacuum, mop and use a household cleaner to clean hard surfaces and to remove dirt and debris that may harbor mold or food for mold. Promptly throw away all moldy food. Use all household cleaners according to their instructions.

**b.** Remove all visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as possible. Clean and dry any damp or wet building materials or parts, and personal property within 24 hours.

**c.** Use the bathroom fans and/or open bathroom windows at all times while showering or bathing and after the shower or bath until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated. Report orally and in writing any non-working fan or window immediately to Landlord. When showering, keep the shower curtain inside the tub or the shower doors closed completely. After taking a shower or bath, all moisture should be wiped off the shower walls and doors, the bathtub and the bathroom floor. Hang up all towels and bath mats so they will completely dry.

**d.** When there is precipitation or the possibility of precipitation outside, or there is reason to believe that outdoor water may infiltrate the Apartment, close all windows in the Apartment to prevent outdoor water from penetrating into the interior of the Apartment. Use reasonable care to close all other openings to the Apartment to prevent outdoor water from penetrating into the interior of the Apartment. Use reasonable care when you will be away

from the Apartment for prolonged periods to keep windows and other openings closed to prevent water from infiltrating the Apartment.

**e.** Use exhaust fans or open windows whenever cooking, dishwashing or cleaning to allow moisture to escape from the Apartment.

**f.** Take all reasonable measures to control the moisture level in the Apartment, including:

**i.** increasing fresh air ventilation when outdoor air is not humid and there is no reason to believe outdoor water might infiltrate the Apartment

**ii.** warming cold surfaces where condensation occurs and/or

**iii.** using the air conditioner in the Apartment whenever the outside temperature is 90° Fahrenheit and the outside relative humidity is 80% or higher.

**g.** On a routine basis, and at least once per month, visually inspect for mold growth or signs of water damage and wetness, as well as locating sources of mold odors by smell. The visual inspection should include but not be limited to:

**i.** Window frames and carpets;

**ii.** Ceiling tiles and wallboard, and any currently or formerly damp material made of cellulose, paper or wood (such as walls, wallpaper, wood and wood trim, books, papers, and newspapers);

**iii.** Showers, bathtubs, toilets, lavatories, sinks, washing machines and washing machine hoses, plumbing lines and fixtures, clothes dryer discharge vents, dehumidifiers, refrigerators, cooking areas, and air conditioner drip pans and/or condensation lines;

**iv.** Basements;

**v.** All indoor plants; and

**vi.** Personal property.

**h.** Immediately report to building management orally and in writing any water leaks or water intrusions into the Apartment, or any excess water in or in the vicinity of the Apartment (walls, floor, ceiling, etc.) or in the building, such as plumbing leaks, roof leaks, foundation leaks, drips, "sweating" pipes, flooding or puddling of water.

**i.** Immediately report to building management orally and in writing any mold growth you find, identifying the location where found inside the Apartment. You may be able to clean mold in small areas on certain non-porous surfaces (ceramic, porcelain, concrete) with approved disinfectants. To use approved disinfectants, first clean the areas with soap (or detergent) and water, let the surface dry, apply the approved disinfectant within 24 hours, and then dry the surface completely afterwards. The approved disinfectants are Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, Clorox

Cleanup® or any other disinfectant approved by the United States Environmental Protection Agency for this purpose. Please read the labels of your cleaning products and use common sense. Please note that certain disinfectants may cause discoloration or staining. DO NOT ATTEMPT TO CLEAN MOLD ON POROUS SURFACES, SUCH AS WALLBOARD, CEILINGS, WINDOW FRAMES, CARPETS AND ANY MATERIAL MADE OF CELLULOSE, PAPER OR WOOD. DO NOT ATTEMPT TO CLEAN LARGE AREAS OF VISIBLE MOLD ON NON-POROUS SURFACES. INSTEAD, NOTIFY BUILDING MANAGEMENT ORALLY AND IN WRITING OF THE PROBLEM.

j. Immediately report to building management orally and in writing any problems you become aware of relating to heating, air conditioning or other ventilation systems.

k. Do not bring any personal property into the Apartment that may contain mold, including without limitation “soft possessions” such as sofas, mattresses, and pillows.

**4. Indemnity.** Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, fines, penalties and expenses of whatsoever kind, including, but not limited to, attorneys’ and consulting fees, that Landlord may at any time sustain or incur by reason of any and all claims asserted against it to the extent that such claims arise out of or are based upon any mold, mildew, moisture or other potentially health-affecting substances which are present in, or are allowed to infiltrate or grow in, the Apartment, as a result of the negligence of Tenant, or of any guest or other person living in, occupying, using or residing in the Apartment, or as a result of any breach of this Rider by Tenant. In addition, upon discovery of the presence of any mold, mildew, moisture or other potentially health-affecting substances, (a) Landlord has the right (but not the obligation) to clean, repair, remedy and restore the Apartment and any other affected areas, and (b) Tenant hereby agrees to indemnify Landlord against any and all of such costs and, upon demand, to promptly reimburse Landlord for any and all of such costs, which result from the negligence of Tenant, or of any guest or other person living in, occupying, using or residing in the Apartment, or from any breach of this Rider by Tenant.

**5. Inspection.** Landlord may inspect the Apartment at all reasonable times for the presence of mold, moisture, mildew or the residue of same, and at other times as well based upon reason to believe that mold, moisture or mildew may be present and/or that a danger may be present. Notwithstanding Landlord’s rights, nothing in the preceding sentence or any undertaking by Landlord under the preceding sentence (a) creates any obligation on Landlord to perform any such inspections or any duty to act which otherwise would not be present or (b) absolves Tenant of its obligations to inspect, maintain, repair or report, or otherwise, under this Rider.

**6. Joint and Several Responsibility of Tenants.** If there is more than one Tenant under this Lease, each Tenant is jointly and severally responsible with every other Tenant for all Tenant obligations under this Rider.

**7. Waiver of Class Action.** Tenant may not bring any claim against Landlord relating to or arising from this Rider or its subject matter, which includes without limitation mold, mildew, moisture and the actual or alleged presence of mold, mildew and moisture in or around the Apartment, as part of a class action, except to the extent the waiver of this right is not

permitted by law. Any claim by Tenant must proceed on an individual basis. TENANT UNDERSTANDS AND AGREES THAT IT IS WAIVING THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.

**8. Waiver of Jury Trial.** TENANT AGREES TO WAIVE ANY RIGHT IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM IT MAY HAVE OR SEEK TO BRING IN THE FUTURE ARISING FROM OR RELATING TO THIS RIDER OR ITS SUBJECT MATTER, WHICH INCLUDES WITHOUT LIMITATION MOLD, MILDEW AND MOISTURE AND THE ACTUAL OR ALLEGED PRESENCE OF MOLD, MILDEW AND MOISTURE IN OR AROUND THE APARTMENT, EXCEPT TO THE EXTENT THE WAIVER OF THIS RIGHT IS NOT PERMITTED BY LAW.

**9. Rules and Regulations.** Landlord may from time to time issue rules and regulations pertaining to the subject matter of this Rider. When and if issued, such rules and regulations will become part of this Rider and the Lease as if they were set forth in this Rider, and will be binding on Tenant. Breach of any part of this Rider constitutes a material breach of the Lease.

**10. Interpretation.** In case of any inconsistency or disagreement between the Lease and this Rider, the terms of this Rider shall supersede the terms of the Lease and shall control the interpretation of the two documents.

**TENANT(S):**

<div>TENANT</div> <div>Date</div>	<div>TENANT</div> <div>Date</div>
<div>TENANT</div> <div>Date</div>	<div>TENANT</div> <div>Date</div>
<div>TENANT</div> <div>Date</div>	<div>TENANT</div> <div>Date</div>
<div>TENANT</div> <div>Date</div>	<div>TENANT</div> <div>Date</div>
<div>TENANT</div> <div>Date</div>	<div>TENANT</div> <div>Date</div>

**LANDLORD REPRESENTATIVE:**

**Date:** \_\_\_\_\_

**RIDER TO LEASE**  
**REGARDING RENTAL SUITABILITY**

In accordance with the Philadelphia Property Maintenance Code, Section PM 102.6.4,  
Landlord hereby certifies that the property at \_\_\_\_\_

\_\_\_\_\_,  
Philadelphia, Pennsylvania has been licensed by the Department of Licenses and Inspection of  
the City of Philadelphia. The License number is \_\_\_\_\_.

By signing my name below, I acknowledge receipt of a copy of the City of Philadelphia  
Partners for Good Housing Handbook and a copy of the Certificate of Rental Suitability  
containing owner's affidavit as to the suitability of the dwelling unit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tenant's Name (Please Print)