

Please note this is a sample lease.
Leases are subject to change with each unit.

SAMPLE APARTMENT LEASE

LANDLORD: MCFADDEN GROUP, INC
115 W. MINER ST.
WEST CHESTER, PA 19382
610-692-6900

TENANT(S):
(Maximum allowed: ___ persons/apartment)

PREMISES:

Tenant(s) is/are renting all of the above apartment units and agree to occupy said units in accordance with West Chester Borough Housing Regulations.

LEASE TERM BEGINS: June 1st, 2019 ENDS: May 12th, 2020 and you agree that items left after this date will be charged \$200/day storage up to 3 days—at which time any items will be considered abandoned.

Total rent for the lease term is: ___ divided into 12 payments of. The first rent payment is due at the time of check-in for June—when keys are picked up. The remaining payments are due the 1st day of each month and are considered late after the 5th day and will incur a 10% late fee. Rent to be paid in one check, money order or cash.

Security Deposit is: \$_. Security deposit due with lease signing.

RENT DUE: \$___ First day of each month

Our online check system may be used for rent payments:

<http://paynow.biz/ttab>

LATE CHARGE: \$ Ten percent (10%) of total rent if received after 5th day of month

UTILITIES PAID BY TENANT: Electric [x]
Heat: Gas [x] Fuel Oil [x]
Water & Sewer: [x]
Trash [x]
Cable [X] and phone if you want it. See item # 8
Snow Removal [x] *

SECURITY DEPOSIT MAY NOT BE USED FOR FINAL RENTAL PAYMENT.

The Security Deposit and/or explanation of charges will be returned only to:

(Name) _____⁽¹⁾

(Address) _____

RESIDENT VACATE - CHECKOUT INSTRUCTIONS

I. TERM OF LEASE

- A. June 1st, 2019 to May 12th, 2020

II. PROCEDURE TO VACATE

- A. Please contact the office one week prior to leaving.

1. Please leave the property in the condition you found it.
2. Please consider the following guidelines:
 - a. Remove all items and wipe out the refrigerator and freezer
 - b. Clean stove and oven
 - c. Wipe all kitchen surfaces
 - d. Empty and wipe all cabinets
 - e. Clean all surfaces of bathroom
 - f. Vacuum or sweep all floors and stairs
 - g. Remove all trash from the property
 - h. Leave no furniture or belongings behind
3. You are responsible for the apartment until **all exterior door keys are returned to this office**. Bedroom door keys shall remain in the lock when you leave. Laundry room keys must also be returned to the office.
4. Tenant/s agree/s to have all the carpets in the leased unit/s professionally cleaned by a commercial carpet cleaning company and furnish receipts to landlord at end of lease term. Failure to do so or to furnish receipts from a professional carpet cleaning company will result in Landlord engaging a company to clean carpets at Tenant expense.
5. This office must have an accurate home address and a telephone number so that we may return your security deposit and/or an itemized list of deductions to the party listed above (check and itemization mailed to ONE person listed above).

III. OTHER

- A. Your security deposit (or an itemized accounting of how your security deposit, or a portion thereof, was applied towards costs) will be returned to you within 30 days of the end of your responsibilities for the apartment. The State of Pennsylvania Landlord Law provides for strict penalties if we do not return your security deposit and/or give you an accounting of how it was applied. Therefore, it is extremely important that this office has the forwarding address for the person listed above ⁽¹⁾in writing.

Security deposit cannot be used as final month's rent.

NOTICE TO TENANTS: This contract sets forth all of the terms of your lease. By signing this lease, you are giving up certain rights and taking on certain legal duties. If you violate any term of the lease, you may be evicted and sued for money. Be sure you understand this lease before you sign it, or have it reviewed by someone who can explain it to you.

Landlord agrees to lease to Tenant the apartment/house described above, hereinafter referred to as the "Unit." The Unit is part of the "Premises." The Premises includes all balconies, decks, hallways, walkways, sidewalks, parking areas, and other parts of the real estate of which the Unit is a part. Tenant agrees to occupy the Unit and pay rent and comply with all of the terms of this lease, including the following 43 numbered paragraphs, together with any additional rules and regulations which Landlord later delivers to Tenant:

Terminology: The term "Tenant" refers to all tenants of the Unit, male and female, singular and plural, individually and collectively. The term "Landlord" refers to McFadden Group, Inc and/or his representative.

1. **PREMISES AS IS.** Tenant has inspected the Unit and accepts it AS IS. With all water fixtures, toilets, doors & windows in good working order
2. **USE OF PREMISES:** The Unit will be used only as a private residence for the Tenants named above. No one else may occupy the Unit without the written consent of the Landlord. Tenant/s agrees to use the Unit/s only as a place to live and for academic study during the term of the lease. **NO SMOKING IN THE BUILDING.** **There will be absolutely no loud parties or disorderly conduct, and any violation of this promise may be grounds for immediate termination of the lease. Any noise violation committed by tenants or guest thereof will be subjugated to penalties further outlined in this lease (Section 11).**
3. **TERM:** The lease will begin and end on the date specified above for "Term Begins" and "Term Ends."
4. **POSSESSION:** If the Landlord is unable to give possession of the Unit at the scheduled beginning of the term, then Tenant will not owe rent until possession is given. The length of the lease would then be reduced, but the ending date of the term would not change. If Landlord is unable to give possession within 30 days after the scheduled beginning date of the term, then Tenant may cancel this lease and obtain a refund of his deposit.
5. **RENT:** Rent for each month must be paid in advance on the first calendar day of each month at Landlord's address shown above, or at another address of Landlord given to Tenant in writing. Landlord need not give notice or demand the rent. Rent must be paid in full without deductions. **All rent for each apartment must be submitted to Landlord in one check for the total amount of rent due.** Tenant will owe the Landlord an administrative fee of \$25.00 for each time the total rent due for the Unit is not submitted in a single check payable to MCFADDEN GROUP.

6. **LATE CHARGE:** Rent is due on the first day of each month. If total rent is not received in the Landlord's office by 5:00 p.m. on the fifth calendar day of each month, Tenant will owe a late charge of 10% of the total rent due for that month. That late charge will be repeated each month and each time any payment is late. Additionally, delinquent balances will bear interest at one and one half percent (1½%) per month, compounded monthly.

7. **FULL PAYMENTS:** Landlord may reject any payment that is offered which does not include all applicable late charges, bad check charges, or other fees or charges due from Tenant. If rent and all applicable charges are not received by Landlord in full by 5:00 p.m. on the fifth calendar day of the month in which such rent and charges are due, then Landlord is entitled to terminate this lease.

Post dated checks are not acceptable.

8. **UTILITIES:** Tenant is responsible for payment of all utilities as specified above.

(a) Any and all wiring for telephone or cable service is the responsibility of Tenant.

9. **SECURITY DEPOSIT:** Before Tenant may move into the Premises, Tenant must post a security deposit in the amount shown above. Landlord will keep that security deposit in a local bank, identified on Tenant's written request. If Tenant violates any term of this lease, then the Landlord may use the security deposit to make up any shortage or loss, or to pay for any damage. Tenant will then have to replace the security deposit, and Tenant will remain fully responsible for all charges, losses, expenses, and damage. Tenant will be considered delinquent in rent and in default under this lease until all such replacements, payments, and reimbursements are made by Tenant.

If Tenant fully performs all of the terms of this lease, and pay all rent and other charges on time, and leaves the apartment in good condition when required to do so, then Landlord will return the security deposit. If the law requires payment of any interest on the security deposit, then it will be paid to Tenant, also. Landlord will deduct from the security deposit the cost of any repairs or renovations required in the Unit after Tenant vacates it.

If Landlord sells the Premises, he may give the security deposit to the new buyer. In that case, Tenant would look only to the new buyer for security, and Landlord will be released from all obligations.

Tenants agree that the person named on the front page to receive the security deposit is the only person to whom the Landlord must send the security deposit or give notice of any claims. All Tenants agree that the named person will have full responsibility for distributing the security deposit among the other Tenants. The security deposit may be mailed to the address set forth for that person on the cover page.

10. **BAD CHECKS:** If a Tenant's check is returned for non-sufficient funds, the rent from that time forward will be due on a strictly cash basis, with a receipt being issued for that amount by Landlord or his agent. There will be an administrative fee of \$40.00 charged to Tenant for any check returned to Landlord for any reason. Tenant will also be

responsible for late charges, as above, if check is not made good and delivered to Landlord on or before the fifth calendar day of the month in which the rent is due.

11. **FINES & COSTS:** If Landlord is cited or fined by the Borough of West Chester or any other government for any non-compliance with this lease or any other action or omission by Tenant or Tenant's guests, then Tenant will be responsible for and will pay any expense or loss of Landlord for fines, costs, and Landlord's legal fees.

- a. In the event of a fire alarm call (false alarm or real) responded to by the Borough and/or any fire department there shall be a fine of \$350 imposed on the tenants of the property.
- b. Landlord reserves the right to bill Tenant for any points assessed by the Borough in conjunction with any violations of said Act caused by Tenant. Point Value: is the total amount of annual rent divided by 10 is equal to 1 point.
- c. You are responsible for guests/visitors at the premises.

12. **LANDLORD'S LEGAL EXPENSES:** If Landlord hires a lawyer to assist him in any claim against Tenant, then Tenant will pay Landlord's legal fees in addition to any other amounts payable to Landlord. Tenant agrees that an hourly rate of \$300.00 will be charged by Landlord's lawyer, which is a fair and reasonable rate.

13. **ALTERATIONS:** Tenant may not, without Landlord's prior written permission, install any paneling, flooring, partitions, railings, or other "built ins." Tenant may not alter the plumbing, ventilating, air conditioning, electrical, or heating systems in any way. Tenant may not change or add paint or wallpaper without the prior written consent of Landlord. If Landlord gives any such permission, then any addition or alteration will become part of the Unit and the property of Landlord. They may not be removed unless Landlord directs that they be removed. If Landlord directs the removal of any addition, it must be removed at Tenant's expense by the end of the lease term, or within 15 days after notice from Landlord, whichever date is later.

14. **CARE OF THE APARTMENT:**

Repairs: Tenant must take good care of the Unit and all equipment in it. Tenant is responsible for any and all repairs under \$100. Landlord will repair at his own cost the major plumbing, heating, and electrical systems, and the walls, floors, ceilings, and exterior of the building **unless the failure or damage was caused by an act or neglect of Tenant, Tenant's guests or other persons. In that case, all costs of repairs or replacements will be paid by Tenant.** (See item 40.j. - laundry machines are not maintained by landlord except the coin operated ones)

In the event of damage or repairs that are the responsibility of tenant, landlord may cure the problem and bill tenant for repairs.

In the event that a maintenance request cannot be authenticated, the tenant will billed a maintenance service fee from the landlord.

If it is determined by Landlord that the property is not being maintained according to acceptable cleanliness guidelines, Landlord shall have the right to hire a cleaning service and Tenant shall pay the cost of such cleaning and Tenant agrees to same.

- a. Stove shall be kept clean and free of accumulated grease and dirt.
- b. Stairs to be vacuumed on a regular basis to eliminate build up of dirt and debris.
- c. Bathrooms shall be kept free of mildew and mold – bleached when necessary; trash to be taken out regularly.
- d. Kitchen shall be kept free of trash and food shall be properly contained and stored to eliminate infestation by bugs or rodents.
- e. All trash shall be removed from premises regularly and placed inside trash cans as provided. **AT NO TIME WILL TRASH BE PLACED ON FIRE ESCAPES, PORCHES UNLESS IN A TRASH CONTAINER (NO BAGS).**
- f. Tenant is responsible for all litter on the outside of the property. Landlord will charge litter pick-up fee starting at twenty-five (25) dollars per incident.

Plumbing clause: No grease, coffee grounds, feminine hygiene products, personal hygiene products (wipes) or smoking material should be disposed of in drains or toilets. Plumbing repairs necessitated by resident carelessness or neglect shall be at the expense of the tenant.

EXTERMINATION OF PESTS

Landlord is responsible to eliminate any infestations of insects, vermin, or other pests which may exist when Tenant first takes possession of the Rental Unit, or which are required by law. Tenant must report any pre-existing infestations to Landlord in writing within the first five (5) days of taking possession.

Tenant is responsible to provide all other exterminating services required to eliminate any infestations of insects, vermin, or other pests which occur in the Rental Unit during this Lease.

If Landlord is required to exterminate any infestation caused by Tenant's poor housekeeping, poor hygiene, failure to remove refuse, food sources, or nesting materials from the property, then Tenant will be charged for the cost of extermination as additional rent.

Tenant agrees to comply fully with all extermination protocols and instructions established by Landlord. Failure to comply is breaking this Lease, and Landlord may use any remedies against Tenant allowed by this Lease or by law, including holding Tenant responsible for the cost of any additional or repeated exterminating service needed because of Tenant's failure to comply.

- 15. FIRE, ACCIDENTS & HAZARDS:** Tenant must notify Landlord immediately of any fire, accident, or hazardous condition in the Unit or the Premises. If the Unit is

damaged by fire or other occurrence which makes it unusable, the lease goes on. Tenant is not required to pay rent for the time the Unit is unusable unless the damage was caused by Tenant or Tenant's guests. Tenant may not cancel the lease unless Landlord fails to return the Unit to usable condition within 60 days after the fire or other occurrence. Landlord has no responsibility for providing or finding replacement housing.

If the Premises is damaged by fire or other occurrence, Landlord may cancel the lease. If Landlord cancels the lease, Tenant must vacate the Unit within ten days after notice, and pay all rent due through the date of the fire or other occurrence, along with the cost of any repairs or other losses resulting from the act or neglect of Tenant or Tenant's guests.

In the event of a fire alarm call (false alarm or real) responded to by the Borough and/or any fire department there shall be a fine of \$350 imposed on the tenants of the property.

16. **LIABILITY:** Landlord is not liable for any loss, expense, or damage to any person or property unless due to Landlord's negligence. Tenant must pay for all expenses, losses, and legal fees of Landlord resulting from any act or neglect of Tenant, including violations of this lease. This shall include violations of the Tenant Fair Housing Act of the Borough of West Chester as referenced above paragraph 11.b.
17. **ENTRY BY LANDLORD:** Landlord may enter the Unit at any reasonable hour to inspect, repair, exterminate, or perform any other work Landlord chooses. Landlord may also, at any reasonable time, show the Unit to possible buyers or tenants. Landlord may place a "for sale" or "for rent" sign on the Unit.
18. **CHANGING TENANTS:** *Tenants may not assign this lease or sublease any part of the Unit.* Landlord will accept a substitution of Tenant only upon proper application from the proposed new tenant, approved by the Landlord. That approval must then be followed by execution of a new lease by all parties, including co-signers and guarantors. An administration fee of \$100.00 may be required in advance to process an application to substitute tenants, whether or not the application is accepted. Until an application is made and accepted, and a new lease fully executed, (1) Tenant remains fully responsible for performance of the lease and all payments required; and (2) no other person or occupant will have any rights as a Tenant or otherwise with respect to the Unit.

The only occupants of the apartment are to be those specifically on the lease.

19. **LAWS & REGULATIONS:** Tenant must comply with all laws, rules, regulations, and orders of all governmental authorities. Tenant will not violate any fire regulations or other regulations. Tenant will not do anything to increase Landlord's insurance premiums. If Tenant does, then Tenant must pay the increase in cost.
20. **SUBORDINATION & ATTORNMENT:** This lease and Tenant's rights are subject and inferior to all present and future mortgages, security interests, or loan agreements covering the Premises ("subordination"). If a bank or other lender forecloses on the property, the new owner may cancel this lease. Tenant agrees to execute a certificate acknowledging that possibility. If a new owner wants Tenant to remain as a tenant, then Tenant will sign a new agreement to do so ("attornment").

21. **CONDEMNATION:** If a legal authority takes the Unit or any part of the Premises, then Tenant's rights will end as soon as the authority takes ownership. If any payment is due for this type of condemnation, then Landlord will be entitled to the entire payment. Tenant will be entitled to no payment, for early termination or otherwise.
22. **CONSTRUCTION:** Construction or demolition may be performed in or near the Premises. This will not affect Tenant's obligations under this lease, even if it interferes with Tenant's enjoyment of the Unit.
23. **THEFT OR DAMAGE:** Landlord is not responsible for loss, theft, or damage to Tenant's property, nor for injury or damage caused by Tenant's use of the Premises. Landlord does not carry any insurance for Tenant's interest or Tenant's property.
24. **INSURANCE:** Tenant agrees to purchase renter's insurance from a reputable fire and liability insurance company. That insurance must cover (1) property of Tenant; and (2) damage to the Unit and Premises for any act or neglect of Tenant or Tenant's guests; and (3) liability of both Landlord and Tenant for any act or neglect of Tenant or any condition of the Unit or Premises that is not Landlord's specific responsibility. Tenant must provide a copy of tenant's insurance policy to landlord.
25. **CURING DEFAULTS:** If Tenant is in default under any obligation of this lease, then Landlord may take action to correct that default and charge Tenant the cost of doing so. Tenant must immediately pay that cost, along with any additional expenses of Landlord, within 15 days after notice of the amount due.
26. **TENANT'S WAIVERS:**
- (a) **Notice of Default.** Landlord is not required to give Tenant a notice of default or an opportunity to correct any default.
 - (b) **Multiple Notices.** Landlord need not notify each Tenant individually, and may give one notice for the Unit binding on all Tenants. Also, any notice from any one of the Tenants will be considered notice from all of the Tenants, and will be binding on all of the Tenants.
27. **ABANDONMENT:** If Tenant abandons the Unit any time during the lease term, Tenant's obligations will still continue until the end of the lease term. Without ending or reducing Tenant's obligations, Landlord may: (a) take possession of the Unit; (b) perform any repairs or renovations Landlord considers proper; (c) try to re rent the Unit; (d) declare all rent and other charges immediately due for the entire remainder of the term; (e) sue tenant for any money Landlord is entitled to. Landlord may pursue any combination or all of those remedies.

Landlord has no duty to re-rent the Unit or collect rent for Tenant's benefit. Landlord may re rent the Unit on any terms or conditions he sees fit. Any rent actually received from a new tenant will be applied first to Landlord's expenses of repair and re rental, and last toward Tenant's remaining obligations to Landlord.

28. **LEASE TERMINATION/TENANT'S DEFAULT:** Landlord may terminate this lease and evict Tenant if Tenant fails to pay any rent or other charges when due, or if

Tenant violates any other term of this lease. If Landlord terminates the lease, Tenant will still remain responsible for all rent and obligations until the lease term ends. Landlord will have all the same rights as if the Tenant abandoned the Unit, as described above. Without reducing Landlord's rights or Tenant's obligations, Landlord may sue Tenant for eviction and for all money due from Tenant, both past due and for the remainder of the term.

29. **NO WAIVER BY LANDLORD:** If Landlord forgives or overlooks any violation of this lease, that will not be considered a waiver of Landlord's rights, and Landlord may fully enforce the lease in the future. If Landlord accepts any rent or partial payment, that will not be considered a waiver of Landlord's rights, and Landlord may fully enforce all terms of the lease. If any term in this lease is found to be illegal or unenforceable, the rest of the lease remains in full force.
30. **REMEDY AGAINST LANDLORD LIMITED:** If Tenant is determined to have any legal rights against Landlord, then Tenant's rights are limited to Landlord's interest in the Premises for payment of any judgment or other court remedy. Tenant may not claim or have access to any property of Landlord other than the Premises.
31. **NO BROKERS:** Tenant has not been assisted by any real estate broker in leasing this apartment. Tenant will pay any claim of any broker for compensation for renting the Unit.
32. **PARTIES BOUND BY LEASE:** This lease is binding on the Landlord and the Tenant and on all parties who lawfully succeed to their rights or take their places.
33. **PETS:** No pets are permitted in the Unit or on the Premises. Service and Emotional support animals will be evaluated on a case by case basis by the landlord. Proper documentation must be provided for the animals in accordance with The Fair Housing Act guidelines. Tenant agrees to waive tenant rights to an eviction hearing and agrees to vacate the property immediately in the event a pet is found in the unit or on the premises.
- _____.
Initial here
34. **LOCKS:** No locks may be installed or changed by Tenant without Landlord's written permission. If Tenant installs a lock without such permission, Landlord may remove the lock by any means necessary. Tenant is responsible for any damage to the door or doorjamb caused by the lock or its removal, and for Landlord's cost of removal and any necessary repair.
35. **TRASH & RECYCLING:** Tenant/s is/are responsible for complying with trash collection procedures and recycling laws of the Borough of West Chester and/or any 3rd party trash collector or will be fined accordingly. Tenant/s must place all recyclables in the proper containers for collection. No large items may be placed outside for collection. It is Tenant's responsibility to dispose of large items, including furniture. Tenant will be responsible for the cost of removal and disposal of any items which Landlord removes.

36. **PARKING PERMITS:** Where applicable, it is Tenant's responsibility to have a parking permit displayed where directed by the issuing authority. If Tenant does not display a

parking permit if required, Tenant may receive a parking ticket and/or be towed at Tenant's expense. Landlord is not responsible for parking facilities or parking tickets.

No commercial, inoperable and/or unlicensed vehicles are permitted on the premises at any time. Such vehicles will be ticketed and towed at owner's expense.

37. **INDIVIDUAL RESPONSIBILITY:** All Tenants are **jointly and severally** responsible for the terms of this lease. Each Tenant is individually responsible, and responsible for performance by all the other Tenants. Tenants may not divide or apportion their responsibility under this lease. Any breach by any Tenant will be the responsibility of all Tenants individually and collectively.

38. **RULES:** Tenant must comply with the following rules, and any additional rules Landlord delivers to Tenant later:

(a) No articles may be left in hallways. All possessions must be stored in the Unit. Any articles found in the hallways or elsewhere on the Premises will be removed, and Tenant will be responsible for the cost of removal.

(b) No barbecues or charcoal grills may be used in any Unit. Barbecues or charcoal grills may only be used on cement patios or grass areas in the rear of the building. Any such items found on the Premises will be immediately removed by Landlord and discarded at Tenant's expense.

(c) **No draught beer may be brought into or stored on or in any Unit.** Any violation of this requirement may result in an immediate termination of the lease and eviction of the Tenants and/or a fine of \$200 shall be imposed on all tenants of the property regardless of who brought such keg/s onto the property.

(d) Tenant acknowledges that in Pennsylvania it is a criminal act to serve intoxicating beverages to anyone under the age of 21. Tenant agrees not to violate the law on the Premises.

(e) **No live or natural Christmas trees may be brought into any Unit.**

(f) Tenant is jointly responsible with other Tenants for keeping the common hallways clean, including vacuuming carpets and stairs at least weekly. If Landlord is required to perform repairs or cleaning in any common hallway, then all Tenants who use or have access to that hallway will each be fully responsible for the entire cost of repair or cleaning.

(h) Tenant is responsible for the actions of visitors/guests and tenants are liable for any damage or theft caused by their visitors/guests.

(i) Tenant is jointly responsible with other Tenants for keeping all of the exterior areas including, but not limited to, lawn, walkway, parking and porch areas of the premises free and clear of any trash. Landlord will at Landlord's discretion and without

notice to Tenant, clean up the exterior grounds and bill tenant for cost of said clean up on sliding scale with a minimum of \$50 for each instance.

(j) Kerosene or electric heaters are not permitted in the unit.

(l) Laundry equipment:

1. Any standard laundry equipment that may be in the house has been left by a previous tenant. You may use the equipment if you wish; or you may replace it and take it with you when you leave. Landlord does NOT maintain/repair any laundry equipment existing in the house.
2. Any coin-operated laundry equipment at any of the McFadden rental units will be repaired by the company who owns and supplies the equipment. You may notify landlord's office that there is a problem with any of the coin-op equipment and the repair service will be called.

40. LEAD PAINT DISCLOSURE:

(a) **Lead Warning Statement.** Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre 1978 housing, landlords must disclose the presence of known lead based paint and lead based paint hazards in the dwelling.

(b) **Landlord's Disclosure:**

The apartment was painted many times before 1978, and probably contains lead based paint.

Protect Your Family From Lead In Your Home

IMPORTANT!

Lead From Paint, Dust and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children that seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust or by eating soil or paint chips with lead in them.

FACT: People have many options for reducing lead hazards. In most cases, lead-Based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

ARE YOU PLANNING TO BUY, RENT OR RENOVATE A HOME BUILT BEFORE 1978?

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips and dust can pose serious health hazards if not taken properly. By 1996, federal law will require that individuals receive certain information before Buying, renting or renovating pre-1978 housing.

WHERE LEAD-BASED PAINT IS FOUND

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing.

Lead can be found:

- In homes in the city, country or suburbs.
- In apartments, single-family homes and in both, private and public housing.
- Inside and outside of the house.
- In soil around the home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars).

CHECK YOUR FAMILY FOR LEAD

Get your children tested if you think your home has a high level of lead.

A simple blood test can detect high levels of lead. Blood tests are important for: Children who are 6 months to 1 year old (6 months if you live in an older building or home that might have lead paint). Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing. Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. *Treatment can range in your diet to medication or a hospital stay.*

SIMPLE STEPS TO PROTECT YOUR FAMILY FROM LEAD HAZARDS

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1.800.424.LEAD for guidelines).
- Don't use a belt-sander, propane torch, dry scraper or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

LEAD'S EFFECTS

If not detected early, children with lead in their bodies can suffer from:

- Damage to the brain and nerve system.
- Behavior and learning problems (such as hyperactivity).
- Slowed growth.
- Hearing problems.
- Headaches

LEAD IS ALSO HARMFUL TO ADULTS

Adults can suffer from:

- Difficulties during pregnancy.
- Other reproductive problems (in both men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.

OTHER SOURCES OF LEAD

While paint, dust and soil are the most common lead hazards, lead sources also exist.

Drinking Water

Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

Use only cold water for drinking and cooking.

Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

Pennsylvania (717) 782-2884

EPA REGIONAL OFFICE

Region 3 (Delaware, Washington DC, Maryland Pennsylvania, Virginia, West Virginia) 841 Chestnut Building Philadelphia, PA 19107 215.597.9800.

CPSC Regional Office

Eastern Regional Center 6 World Trade Center Vesey Street, Room 350 New York, NY 10048 (212) 466.1612.

The National Lead Information Center

Call **1-800-LEAD-FYI** to learn how to protect children from lead poisoning.

For other information on lead hazards call the center's clearinghouse at **1-800-424-LEAD**. For the hearing impaired call **TDD 1-800-526-5456**. (FAX: **202-659-1192**, Internet: **EHC@CAIS.COM**).

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission Hotline

To request information on lead in consumer products or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**. (Internet: info@cpsc.gov). For the hearing impaired call **1-800-638-8270**.

(d) **CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify to the best of their knowledge that the information provided is true and accurate.

Tenant: _____ (date)

Tenant: _____ (date)

Tenant: _____ (date)

Tenant: _____ (date)

Landlord: _____ (date)

41. **COPIES OF LEASE:** This lease is executed in 2 copies. The original, signed by all parties, will remain with the Landlord. Additional copies will be considered a duplicate original for all purposes, whether or not it is separately signed by Landlord. Additional copies requested from Landlord will be furnished at the cost of \$15.00.

42. **SURRENDER OF PREMISES:** At the expiration of the lease term, Tenant shall deliver all keys to the leased premises to Landlord's office. Tenant shall leave none of its possessions or any garbage or trash at the leased Premises following surrender of possession or by forcible eviction. Any possessions remaining will be deemed abandoned. Landlord is empowered to dispose of any property left behind by Tenant in whatever manner Landlord shall choose at the sole expense of Tenant as additional rent.
43. **THIS IS THE WHOLE LEASE:** This document is the entire agreement between Landlord and Tenant. No other terms are included. Nothing that has been discussed is part of the agreement unless it is written in this document. No other agreements may become part of the lease unless they are written and signed by both Landlord and Tenant.

The undersigned Tenants have read and understand the provisions of this lease. Each Tenant accepts full responsibility for performance of the entire lease. Parents must co-sign and list email address.

By: _____
Landlord

TENANTS:

1. _____ Tenant signature	Email: _____
_____	Email: _____
Co-signer signature	
2. _____ Tenant signature	Email: _____
_____	Email: _____
Co-signer signature	
3. _____ Tenant signature	Email: _____
_____	Email: _____
Co-signer signature	
4. _____ Tenant signature	Email: _____
_____	Email: _____
Co-signer signature	

Unit/Address S. Walnut St., Apt. 3 West Chester, PA 19382

For problems with the apartment, email: manager@115group.com and brian@115group.com include your name, your address and telephone number and a detailed explanation of the problem. Also, call the office @ 610-692-6900 and if no answer leave a detailed message including the street address, unit, your name and telephone #. Always include your address/unit # when calling or emailing the office.

After first moving in take a week or two to compile a list of any items that you feel should not be held against you and also a list of any repairs you request. Photos are a good idea as well.

For emergency purposes only: mcfaddenemergency@gmail.com

This email is NOT for general repairs--true emergencies only!

PARTIAL LIST OF REPAIR EXPENSES

<input type="checkbox"/> Dishwasher Repair	per cost
<input type="checkbox"/> Repair of a window screen	\$40.00
<input type="checkbox"/> Replacement of a window screen	\$60.00
<input type="checkbox"/> Replacement of a window blind (per window)	\$25.00
<input type="checkbox"/> Replacement of stove pans (set of four)	\$40.00
<input type="checkbox"/> Removal of a sofa	\$50.00
<input type="checkbox"/> Removal of a winged chair	\$30.00
<input type="checkbox"/> Removal of a mattress or box spring (separately)	\$45.00
<input type="checkbox"/> Removal of an end table	\$25.00
<input type="checkbox"/> Removal of a rug	\$50.00
<input type="checkbox"/> Removal of a TV	\$35.00
<input type="checkbox"/> Professional carpet cleaning (approx for 2 bed apartment)	\$200.00
<input type="checkbox"/> Replacement of unit door lock as a result of failure to return key/s	\$75.00
<input type="checkbox"/> Failure to return laundry room keys/exterior door keys	\$75.00
<input type="checkbox"/> Replace/rehang exterior door (entry doors)	\$475.00
<input type="checkbox"/> Replace/rehang interior door	\$200.00
<input type="checkbox"/> Replace interior door jam/trim/frame/door/painting	\$375.00
<input type="checkbox"/> Replacement of baseboard heater	\$125.00
<input type="checkbox"/> Replacement of smoke alarm and or carbon monoxide alarm	\$50.00
<input type="checkbox"/> Removal of toilet for repair	\$100.00
<input type="checkbox"/> Locked out -- charge to open your door	\$50.00
<input type="checkbox"/> Litter Clean up fee	\$50.00

NOTICE TO RELEASE ROOMMATE

I/we hereby release: _____

name(s) of tenant(s) to be released)

as of : _____
(date)

from all responsibility of our lease agreement. I/we understand that by releasing my fellow tenant(s), that I/we remaining tenant(s) are totally responsible for the payment of the entire rent amount and for any damages to the apartment. We also take responsibility for reimbursing the shortage to the security deposit that this will incur. We will replace this person and that new person will pay the Security Deposit amount required or we the remaining tenants will submit payment directly ourselves.

Signed: _____
name(s) of remaining tenant(s) _____

(note: must be signed by all remaining tenants)

Today's date: _____

Unit Number: _____

Street Address: _____

Deliver to:

**MCFADDEN GROUP, INC.
115 W. Miner St.
West Chester, PA 19382**

APPENDIX A
ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this _____ day of _____, 20 _____' and is incorporated into and shall be deemed to amend and supplement the Residential Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated _____. The Residential Rental Agreement and this Addendum pertain to the premises described in said agreement and located at (the "Leased Premises"). This Addendum is required by §1000.3.E(5) of the Borough of West Chester Rental License Ordinance, which is codified in Chapter 66 of the Borough Code.

In addition to the covenants and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

A. Landlord's Covenants and Obligations.

1. Landlord shall keep and maintain the Leased Premises in compliance with all applicable Codes and Ordinances of the Borough of West Chester and all applicable State laws.
2. The local responsible agent for the Leased Premises shall be as follows:

Name : The McFadden Group

Address: 115 W. Miner Street, West Chester PA 19380

Telephone Number: 610-692-6900

Email address : manager@115Group.com

3. Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Covenants and Obligations.

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of West Chester and all applicable State laws.
2. Tenant shall deposit all rubbish, garbage and other waste from the Leased Premises into containers provided by the Landlord in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with Chapter 62 of the Borough of West Chester Code titled, "Garbage, Rubbish and Refuse" and all other applicable ordinances, laws and regulations.
3. Tenant shall not engage in any conduct on the Leased Premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the Leased Premises to engage in such conduct.
4. Tenant shall use and occupy the Leased Premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
5. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the Leased Premises, except for ordinary wear and tear.
6. Tenant shall not engage in, nor tolerate nor permit others on the Leased Premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental dwelling unit or rooming unit that is so loud, untimely (as to the 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 is made to the police and/or Code Official complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior constitute 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 Official or police shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report, of such occurrence."
7. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Borough of West Chester Rental Regulations

which are codified in Chapter 66, Article 10 of the Borough Code arid that the issuance by a Code Official of the Borough of West Chester of more than one notice of disruptive conduct relating to the Leased Premises in the same license period shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- A. Termination of the rental agreement;
- B. Bring an action to recover possession of the Leased Premises without abatement of rents paid, including reasonable attorney's fees and costs;
- C. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs;
- D. Bring an action for damages caused by tenant's breach, including reasonable attorney's fees and costs.

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

WITNESS

LANDLORD

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT