

LEASE

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY.

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

1. NAMES OF LANDLORD AND TENANT

Name of the landlord: **DiMaggio Properties, LLC**
42 Sokol Drive
Kutztown, PA. 19530

Name(s) of the tenant(s):

Date Lease is given to tenant(s) to sign: _____

2. LEASED PREMISES

The *leased premises* is the place that **landlord** agrees to lease to **tenant**. The leased premises is:

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on _____

This lease ends on _____

4. RENT

The total amount of rent is: \$_____.

Tenant shall pay to **Landlord** the sum of \$_____ per **Tenant** as basic rental for the lease term. The rental payment shall be payable as follows:

1st payment of \$_____ due on or before _____.

2nd payment of \$_____ due on or before _____.

All payments made without prior demand by **Landlord**. Payment of rental shall be to the above stated address of the **Landlord**, or upon written notice to **Tenant**, at another location. All checks should be made payable to DiMaggio Properties, LLC.

Landlord and **Tenant** agree that timely payment of the rental and performance of all terms and conditions of this lease are of the essence of this lease. If the rental payments shall not have been paid after the 5th day when the rental shall have been due, then **Tenant** agrees to pay a late payment fee of \$_____, as well as a late charge of 18% interest per annum starting with the day that the rental payment was due. The late charge shall compensate **Landlord** for additional administrative costs and expenses caused by the late payment. If payment is made to the **Landlord** at the proper address by First Class Mail, postage prepaid, then the date of the postmark shall be used as the date of payment.

If the **Tenant** violates any of the terms and conditions of this lease, the **Landlord** has the right to enforce collection of the entire prepaid balance of the rent for the remaining term of the lease.

In the event **Landlord** and **Tenant** agree that **Tenant** may pay rent from **Tenant's** financial aid or student loans, **Tenant** is required to provide proof of application for said financial aid or student loans at least sixty (60) days prior to the starting date of the term identified in Section 3 above. Failure of **Tenant** to provide proof of application for financial aid or student loans at least sixty (60) days prior to the starting date of the then current term shall constitute a material default under the terms of this lease and **Landlord** shall be entitled to pursue any and all remedies contained within this Lease or under law. Furthermore, **Tenant** is required to sign the Authorization for Release of Financial Information attached to this lease.

5. SECURITY DEPOSIT

Tenant agrees to pay a security deposit of \$_____.

Tenant agrees to pay the security deposit to **landlord** before the lease starts and before **landlord** gives possession of the leased premises to **tenant**.

Landlord can take money from the security deposit to pay for any damages caused by **tenant**, **tenant's** family and **tenant's** guests. **Landlord** may take the security deposit to pay for any unpaid rent.

After taking out for damages and unpaid rent, **landlord** agrees to send to **tenant** any security deposit money left over. **Landlord** will send the remaining security deposit money to **tenant** no later than 30 days after the lease ends and **tenant** leaves. **Landlord** also agrees to send to **tenant** a written list of damages and amounts of money taken from the security deposit.

Tenant agrees to give **landlord** a written forwarding address when **tenant** leaves and the lease ends. The return of any remaining security deposit to **Tenant** and /or accounting of the application of the security deposit to cover damages is contingent upon **Tenant** providing **Landlord** a forwarding address in writing as required above.

Tenant may not use the security deposit as payment of the last month's rent.

Tenant agrees that if he does not sign the Lease within ten (10) days from the date he/she is given the Lease, as stated in paragraph 2, or later decides to terminate the lease, he shall forfeit his security deposit to **Landlord**.

Tenant agrees that the security deposit is automatically forfeited if **Tenant** fails to abide by the No Pets provision contained within this lease agreement.

6. LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give **tenant** possession of the leased premises on the starting date of the lease. The lease will start even if **landlord** cannot give **tenant** possession of the leased premises because the prior tenant is still in the leased premises or the leased premises is damaged. **IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PREMISES TO TENANT.**

7. DAMAGE TO LEASED PREMISES

Tenant agrees to notify **landlord** immediately if the leased premises is damaged by fire or any other cause. **Tenant** agrees to notify **landlord** if there is any condition in the leased premises that *could* damage the leased premises or harm **tenant** or others. If **tenant** cannot live in the whole leased premises because it is damaged or destroyed, **tenant** may:

1) live in the undamaged part of the leased premises and pay less rent until the leased premises is repaired.

OR

2) end the lease and leave the leased premises.

Tenant agrees that if the leased premises is damaged or destroyed and **tenant** ends the lease, **landlord** has no further responsibility to **tenant**.

8. INSURANCE

Landlord agrees to have insurance on the building where the leased premises is located. **Tenants** own property is *not* insured by **landlord's** insurance. **Tenant** is responsible for **tenant's** own property that is located in the leased premises.

9. ASSIGNMENTS OR SUBLEASES BY TENANT

ASSIGNMENT (OR ASSIGN) is the legal term for a transfer of the lease from the tenant to another person. This other person then becomes the landlord's new tenant and takes over the lease.

Tenant agrees not to transfer (*assign*) this lease to anyone else without the written permission of **landlord**.

A *sublease* is a separate lease between the tenant and another person who leases all or a part of the leased premises from the tenant.

Tenant agrees not to lease (*sublease*) all or any part of the lease premises to anyone else without the written consent of **landlord**. **Tenant** agrees that if **tenant** transfers this lease (*assigns*) or leases all or a part of the leased premises to another (*sublease*), **tenant** has violated this lease.

10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Landlord is responsible for all damage to property or injury to people caused by **landlord** (or **landlord's** representatives) intentional or negligent acts at the leased premises. **Tenant** is responsible for all damage to the leased premises and injury to people caused by **tenant**, **tenant's** family or guests.

Tenant agrees that **landlord** is not responsible to **tenant**, **tenant's** family or guests for damage or injury caused by water, snow or ice that comes on the leased premises unless **landlord** was negligent.

11. USE OF LEASED PREMISES

Tenant agrees to use the leased premises only as a residence. **Tenant** agrees to obey all federal, state and local laws and regulations when using the leased premises. **Tenant** agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

Tenant agrees not to do any activities in or around the leased premises which could harm anyone or damage any property.

Tenant agrees that **tenant** will not allow more than _____ people to occupy the leased premises without the written permission of **landlord**.

12. RULES AND REGULATIONS

Tenant agrees to obey all rules and regulations for the leased premises. If **tenant** violates any rules or regulations for the leased premises, **tenant** violates this lease.

13. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES (SUBORDINATION)

Subordinate and subordination are legal terms that mean that this lease does not have any effect upon the rights of the **landlord's** mortgage company. In other words, **tenant's** rights under this lease are *subordinate* to **landlord's** mortgage company. If **landlord** does not make the mortgage payments, the mortgage company may have the right to end the **landlord's** ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease *may* end.

Tenant agrees that **landlord** has the right to mortgage the leased premises. If **landlord** has a mortgage on the leased premises now, or if **landlord** gets a mortgage in the future, **tenant** agrees that this lease is *subordinate* to the **landlord's** mortgage.

14. CARE OF LEASED PREMISES

Tenant is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. **Tenant** agrees to pay for any damage caused by **tenant**, **tenant's** family and **tenant's** guests. **Tenant** agrees to turn over possession of the leased premises to **landlord** when the lease ends.

15. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

Tenant agrees that **landlord** and **landlord's** representatives have the right to enter the leased premises at reasonable times. **Landlord** and **landlord's** representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased premises to others.

16. UTILITY SERVICES

Landlord and **tenant** agree to pay for the charges for utilities and services supplied to the leased premises as follows:

<u>Charge or Service:</u>	<u>Paid By:</u>
Television Cable/Internet	_____
Electric to Premises	_____
Water Service	_____
Natural Gas	_____
Refuse Collection	_____
Lawn Maintenance	_____
Snow and Leaf Removal	_____
Water Softener Charges	_____
Sewer Charges	_____
Condominium Fee	_____
Homeowner's Association Fee	_____
Parking Fee	_____
Pest Control Charges	_____
Heat (Oil)	_____
Heat (Electric)	_____
Heat (Gas)	_____
Other:	_____
Other:	_____

Landlord has the right to turn off temporarily any utility or other service to the leased premises in order to make repairs or do maintenance.

In the event that a monthly utility bill is significantly higher than the average amount for use of the utility, and the increased utility bill is a result of **tenant's** negligence in either failing to notify **landlord** of a problem or failing to take reasonable steps to fix the problem, then **tenant** shall be responsible for the difference of the increased monthly utility bill and the average amount of the utility bill usually paid for by **landlord**. As way of example, and not in limitation of the foregoing, should **tenant** fail to notify **landlord** of a running toilet that causes a higher than normal water / sewer bill, **tenant** will be responsible for the difference between the actual bill and the average water / sewer bill. In addition, during heating season, October 1st through April 30th, it is mandatory that tenant keep all windows closed due to the cost of heating oil. If at any time during the period of October 1st through April 30th **tenant** is found to have left a window open, **tenant** shall be responsible for the cost of any increase in the quantity of heating oil used.

17. GOVERNMENTAL POWER OF EMINENT DOMAIN.

Eminent domain is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government.

If all or any part of the leased premises (or the building within which the leased premises is located) is taken by eminent domain, this lease will end automatically. **Landlord** and **tenant** agree to release each other from any responsibility because leased premises is taken by eminent domain and the lease has ended.

18. VIOLATIONS OF THIS LEASE

WHEN EITHER LANDLORD OR TENANT DOES NOT DO SOMETHING THAT THEY HAVE AGREED TO DO, IT IS A VIOLATION OF THIS LEASE. IF TENANT VIOLATES THIS LEASE, TENANT MAY LOSE TENANT'S SECURITY DEPOSIT. IF TENANT VIOLATES THIS LEASE, LANDLORD ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY SUE TO EVICT TENANT.

EACH TENANT SHOULD NOT SIGN THIS LEASE UNLESS EACH TENANT HAS READ AND CLEARLY UNDERSTANDS THE INFORMATION IN THIS SECTION ABOUT LEASE VIOLATIONS.

THIS IS A *JOINT AND SEVERAL LEASE*
 THIS IS NOT A *JOINT AND SEVERAL LEASE*

IF THIS IS NOT A *JOINT AND SEVERAL LEASE*, THEN THE LANDLORD CAN ONLY SUE ONE TENANT FOR THAT TENANT'S VIOLATION OF THE LEASE.

IF THIS IS A *JOINT AND SEVERAL LEASE* IT MEANS THAT ALL THE TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL ARE RESPONSIBLE TO LANDLORD FOR *ALL* OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID, LANDLORD CAN SUE *ALL* OF THE TENANTS (*JOINTLY*) FOR ANY UNPAID RENT. OR, LANDLORD CAN BRING A SUIT AGAINST ANY *ONE* TENANT SEPARATELY (*SEVERALLY*) FOR *ALL* OF THE UNPAID RENT.

TENANT VIOLATES THIS LEASE IF TENANT:

- 1) FAILS TO PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME OR,**
- 2) LEAVES (ABANDONS) THE LEASED PREMISES WITHOUT THE LANDLORD'S PERMISSION BEFORE THE END OF THE LEASE OR,**
- 3) DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE OR,**

4) DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE.

IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO WAIVE *NOTICE TO QUIT*. THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT GIVING EACH TENANT *NOTICE TO QUIT* FIRST. *LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION). THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION.*

THE LANDLORD DOES *NOT* HAVE THE RIGHT SUE IN COURT FOR EVICTION UNLESS A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS WAIVING *NOTICE TO QUIT*, EACH TENANT WILL HAVE A CHANCE IN COURT TO CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.

IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT IN COURT:

1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE.

2) TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION).

3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON TAKES POSSESSION OF THE LEASED PREMISES AS A NEW TENANT.

Tenant agrees that **landlord** may receive reasonable attorney's fees as part of a court judgment in a lawsuit against **tenant** for violation of the agreements of the lease.

19. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT

Landlord and **Tenant** agree that the attached Agreement of Suretyship, Additional Rules and Regulations, and Appendix A shall be a part of this agreement and considered incorporated herein as if set forth at length.

20. HOLDING OVER

If **tenant** continues in possession of the leased premises after the end of the initial year term with **landlord's** consent, **tenant's** possession shall be on a month to month basis at the same rental and on the same terms.

21. NO RECORDING

By signing this Lease, **tenant** expressly agrees not to record the lease.

22. CREDIT CARD FEES

If **tenant** wishes to pay rent or other expenses to **landlord** on a credit card or e-check, **tenant** expressly agrees to pay any fees charged to **landlord** in processing said credit card.

23. FINANCIAL AID RELEASE

By signing this lease, **tenant** expressly gives **landlord** permission to access financial aid records in order to determine whether tenant is indeed receiving financial aid and when payment disbursements are to occur.

24. ENVIRONMENTAL COMPLIANCE

Tenant shall not cause or permit any hazardous substance material or waste (as defined in any applicable environmental law, rule or regulation) to be brought upon or used in or about the Property. Tenant shall cause the Property to be used at all times in compliance with all applicable environmental laws, rules and regulations. Any failure of Tenant to comply with the covenants contained in this paragraph shall be covered by the indemnification provisions of Paragraph 25 herein and shall be subject to all other rights and remedies available to Landlord. In no event shall Landlord be responsible for any damage resulting from contamination to the Property or otherwise.

25. INDEMNIFICATION

(a) Tenant agrees to indemnify Landlord against loss and save Landlord harmless from and against (i) any breach or default in the performance of any covenant or agreement to be performed by Tenant under the terms of this Lease, (ii) any and all claims, damages and liabilities arising from anything done in or about the Property during the term of this Lease by Tenant or any of its agents, contractors, servants, employees, invitees or licensees, (iii) any act or negligence of Tenant or any of its agents, contractors, servants, employees, invitees, or licensees, including any accident, injury or damage whatsoever caused to any person, in or about the property, and (iv) all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any such claim for which indemnification has been provided under this paragraph. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall reimburse Landlord for its counsel fees incurred in defending such action or proceeding. Tenant shall within (10) days following notice to it of any claim of a third party relating to Tenant's use or occupancy of the Property or to the performance or nonperformance by Tenant of its obligations under the Lease, give written notice to the Landlord of such claim.

(b) The provisions of this Paragraph 25 shall survive the expiration or termination of this Lease.

26. NO BROKERAGE COMMISSION

Landlord and Tenant represent and warrant that no brokerage commission or similar compensation is due to any party by reason of this Lease.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

DATE SIGNED BY LANDLORD: _____

LANDLORD:
DiMaggio Properties, LLC.

By: Vincent DiMaggio, Member

By: Maria DiMaggio, Member

DATE SIGNED BY TENANT(S): _____

TENANT(S):

Agreement of Suretyship

I/We, _____, and _____, of _____, being the parent(s) or guardian(s) of _____ (child), jointly and severally hereby guarantee, as sureties, the performance by child of all of his or her obligations as "Tenant" under the Residential Lease for real estate between DiMaggio Properties, LLC of 42 Sokol Drive, Kutztown, PA 19530, as "Lessor" with respect to Apartment No. _____, being situate at _____, Borough of Kutztown, Berks County, Pennsylvania, ("Leased Premises"), including but not limited to payment of rent as fully as though I/We were a co-tenant under the aforesaid Residential Lease.

I/We have executed and delivered this Agreement of Suretyship to induce Landlord to enter into the aforesaid Residential Lease for real estate with child.

This Residential Lease dated the day and year first above written.

DiMaggio Properties, LLC.

Lessor: _____ (SEAL)

By: Vincent DiMaggio, Member

_____ (SEAL)

By: Maria DiMaggio, Member

Tenant: _____ (SEAL)

(Tenant)

MOTHER TO COMPLETE:

FATHER TO COMPLETE:

Print Mother's Name

Print Father's Name

Street

Street

City/State/Zip

City/State/Zip

Home Phone Email

Home Phone Email

Social Security Number

Social Security Number

Mother's Signature

Father's Signature

On this, the _____ day of _____ 20____, before me
_____, the undersigned officer, personally appeared _____,
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
Lease, and acknowledged that he/she executed the same for the purposes contained herein.

NOTARY PUBLIC

Make checks payable to:
DiMaggio Properties, LLC
42 Sokol Drive
Kutztown, PA 19530

SAMPLE

Additional Rules and Regulations

1. Tenant shall not have or shall not permit anyone else to have beverage barrels or “kegs” on said premises.
2. Tenant shall not change, or shall not permit anyone else to change, any locks in said premises or duplicate keys to all locks without written permission from Landlord. Tenant shall not place any padlocks or deadbolts on any interior door of the house. Tenant shall also pay to Landlord the sum of \$35.00 for any key not returned to Landlord personally at the end of the Residential Lease.
3. Tenant agrees not to create any disturbances, excessive noise or allow any “parties” to be conducted, alcoholic beverages to be consumed or use of any controlled substances on or about said premises. Should Tenant allow any of the preceding to occur then Tenant shall be considered in breach of this Residential Lease and your parents will be notified.
4. Any windows broken during the term of the Residential Lease on the premises are the responsibility of the Tenant and are to be repaired at Tenant’s expense.
5. Tenant shall bring no pets in residence. **NO EXCEPTIONS! DO NOT ASK!** Violation of this pet provision is an automatic forfeiture of security deposit.
6. Tenant agrees that the walls, ceilings and woodwork shall not be marred by driving nails, tacks or screws, or by otherwise defacing the same.
7. Tenant may insert a window or portable type of air conditioner unit, not to exceed one unit per room. Tenant agrees not to bring into the leased premises, dishwashing machine, washing machine or dryer without written consent of Landlord. Any damages caused by the unit shall be the sole responsibility of Tenant.
8. Tenant agrees that nothing shall be placed on the outside of the building, or on the windows, window sills, or projections, and no signs or advertising notices of any kind shall be placed on any part of the building or on the doors of any apartment without written consent of Landlord.
9. If this Residential Lease shall be terminated by Tenant’s default or by summary proceedings, Landlord shall be entitled to recover from Tenant and the Tenant shall pay to the Landlord the following:
 - a. all reasonable costs and for the care of Leased Premises while vacated;
 - b. an amount equal to all expenses incurred by Landlord including advertising expenses, and the cost of repairing, renovating or remodeling the leased premises, and the cost of removing rubbish or other refuse, and the cost of cleaning Leased Premises by a professional.

10. Tenant assumes responsibility of payment for replacement or repair or professional cleaning costs associated with the following items on Leased Premises:
 - a. Any and all incandescent light bulbs.
 - b. Accidental or negligent discharge of fire extinguisher.
 - c. Clogged-toilets, sinks, bathtubs, showers, garbage disposal, dishwashing machines, clothes washing machines, clothing dryers, etc.
 - d. Any and all appliances from misuse or negligence or neglect, including but not limited to—stoves, ovens, cook tops, refrigerators, etc.
 - e. Damage to smoke detectors from removal of battery or from location.
 - f. Excessive wear or stains on carpeting or vinyl flooring.
 - g. Excessive damage to walls, ceilings, woodwork, doors.
 - h. Damage to heating or air conditioning units, controllers, thermostats, parts.
11. Tenant shall be jointly with other Tenants or severally liable to Landlord for any damages to the Landlord's property.
12. All tenants shall pay a fine to Landlord for any Disruptive Conduct Report Landlord receives from Kutztown Borough relating to the tenant(s), or tenant's guests or invitees as follows:
 - a. First report: \$100.00 per tenant
 - b. Each subsequent report: \$200.00 per tenant

In the event of a second Disruptive Conduct Report, tenant must vacate the premises and tenant will be responsible for all rental payments, and other charges detailed under the terms of the lease agreement, through the end of the lease term. Landlord has no discretion in the choice to evict tenant upon tenant's receipt of a second Disruptive Conduct Report because eviction is the remedy the Borough of Kutztown accepts as the solution to any subsequent Disruptive Conduct Report.

PLEASE READ THE FOLLOWING:

- **Leaks:** Call landlord in case of any leaks (bathroom, sinks, ceiling, etc.). Also, please call landlord if there is a running toilet.
- **Toilet:** Please do not flush anything down the toilet except for a substantial amount of toilet paper. Absolutely no tampons or wipes are to be flushed down the toilet. If your toilet begins to overflow, immediately turn off the water supply (on the wall at the back of the toilet) to prevent water overflowing from the toilet.
- **Candles and Fans:** Please do not keep fans running or candles lit while you are gone.
- **Trash:** Do not leave any trash around the house, porch, balcony, or backyard. Take the trash out to the designated area as soon as it is filled to reduce odor in the

apartment. Please keep the trash and recycle drop off area clean. Also, if you recycle, place it in the appropriate containers and do not put it in trash bags. Ask landlord where the trash and recycle areas are. Tenants shall keep apartment in neat and sanitary conditions at all times.

- **Furniture:** Be careful moving furniture when you move in or out. Please try your best to not damage the apartment when moving furniture. If you want to move furniture in August you may do so, as long as you call the landlord beforehand to make sure the apartment is ready.
- **Special Refuse:** When moving in or out, if you need to get rid of furniture or large appliances you must call the Borough to pick them up (610) 683-3202. Small fees are associated with this and if you leave items there without permission and citations will be given by the Borough.
- **Maintenance Repairs:** The tenant will assume responsibility to any maintenance repair due to the negligence of the tenant. This includes clogged toilets, clogged sinks, etc.
- **Heat:** It is crucial to keep windows closed and locked while the heat is on. If you think the heat is too high or too low, give the landlord a call. The heat will be turned on or about October 1 and turned off on or about May 1. For the tenants that pay for electric heat, you must turn on and turn off your own heat. To avoid receiving high bills, keep the windows closed and heat low. Keep the temperature at a minimum of 60 degrees to avoid pipes to freeze.
- **Cleaning:** Tenants need to keep their apartment clean at all times including the backyard, hallway, and sidewalk.
- **Air Conditioning:** Make sure that the air conditioning unit in your window is installed correctly. The air conditioner should not be straight. Please make sure it is slightly tilted or the water will accumulate and ruin the windows. REMEMBER: REMOVE AIR CONDITIONER UNIT FROM YOUR WINDOW WHEN THE HEAT IS ON.
- **Smoke Detectors:** Tenants shall not tamper with the smoke detectors. It is unlawful to remove the smoke detector. If the landlord finds the smoke detector missing or the batteries removed, the tenants will be charged. The tenants shall notify the landlord immediately if the batteries need to be replaced.
- **Citations:** I am reminding you that no matter what happens, I will find out if you get a citation from the police that is connected to the premises. This is also known as a Disruptive Conduct Report. If this happens, you will pay the landlord a \$100 fine for the first report and \$200 for the following reports. If this is an ongoing problem, eviction will follow.
- **TV and Internet:** Please contact the Kutztown Borough at (610)683-5722 if any problems occur. Please do not call the landlord. The cable and internet will be turned on when you arrive.
- **Electricity:** Keep the use of electrical appliances including lights and heat to a minimum to avoid high electric bills.
- **Light bulbs:** You are responsible for changing your own light bulbs. If you need a ladder, feel free to call the landlord.
- **Cigarettes:** Cigarettes need to go in the ashtray and nowhere else, this includes the backyard or on anyone else's property. Please keep the property clean.

- **Locks:** Tenant shall not change or permit anyone else to change any locks in the premises or duplicate keys to all locks without written permission from the landlord. Tenants should not place any additional locks on any interior door of the house.
- **Parking:** Each property has only a few parking spots meaning the tenants must share. During the time where you don't have a parking spot, please don't forget to move your car every two hours. PLEASE READ SIGNS WHEN PARKING YOUR CAR. Also, please have your friend's park elsewhere. Please do not call and complain if you get a ticket.
- **Decorations:** No decorations are allowed outside or inside of the apartment (banners, flyers, etc.). Painting walls or woodwork is not allowed.
- **Roofs:** The roofs are not made for walking, so please stay off. In the event you are found walking on the roof, tenant will be fined by Landlord \$100.00 for the first violation and \$200.00 for each subsequent violation.
- **Fire Extinguisher:** Use the fire extinguisher only when necessary. Its use or misuse must be reported to the landlord immediately. Please be respectful and careful. They are there for your own safety.
- **Overnight Guests:** No one other than the signed lessees shall live on this property at any time. No overnight guests are allowed anytime unless the landlord is notified. Lessees shall not permit more than six (6) people to be in the residence unit at any time.
- **Additional:** Absolutely no antennas, signs, or other equipment should be displayed on the exterior of the apartment.
- **NO** loitering, congregating, or use of the house furniture and chairs permitted on any porch of the house at any time.
- **Property located at 60 Noble Street, Kutztown** -Tenant must keep outdoor alley light(s) on at all times, as this is for safety of the tenants and individuals using the alley.
- Remember that you have neighbors. Please keep stereos, radios, or any excessive noise to a minimum especially after 10:00 PM. Also, read the lease to see more rules and regulations. Please call the Landlords (Vinny and Maria) at (610) 780-4261, if you have any questions or if you need maintenance and repairs. Thank you.

TENANT SHOULD NOT SIGN THIS RESIDENTIAL LEASE UNTIL THE TENANT HAS READ AND UNDERSTANDS THE INFORMATION INCLUDED IN THE RESIDENTIAL LEASE AND THE CONDITIONS OF #1 - 20, ADDITIONAL RULES AND REGULATIONS, AND ALL ATTACHED RIDERS AND AGREEMENTS.

APPENDIX A

ADDENDUM TO AGREEMENT/LEASE

This Addendum to Agreement/Lease ("Addendum") is made this _____ day of _____, 20____, and is incorporated into and shall be deemed to amend and supplement the Agreement/Lease made by the undersigned Occupant(s) and Owner, dated _____ ("Lease"). The Lease and this Addendum pertain to the Unit for let described in the Lease, located at _____.

This Addendum is required by Section 135-6.F.(1) of the Code of the Borough of Kutztown.

Additional Covenants and Obligations

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

A. Owner's Covenants and Obligations.

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

Name Vincent and Maria DiMaggio

Address 42 Sokol Drive, Kutztown, PA 19530

Telephone Number 610-780-4261

3. The Owner shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the premises, except for any specific tasks which the parties hereby agree shall be delegated to the Occupant(s) and which are identified as follows:
Please see section 14 and 16 from the Lease Agreement and rule 11 from the attached Additional Rules and Regulations
4. The Owner shall promptly respond to reasonable complaints and inquiries from the Occupant(s).
5. The Owner shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.
6. The Owner shall be responsible for assuring that the conduct and activities of the Occupant(s) of the Unit are in compliance with Chapter 135, entitled

“Housing Standards,” of the Code of the Borough of Kutztown. In order to achieve that end, within ten (10) days of receipt of written notice from the Code Enforcement Officer or police of the Borough of Kutztown that a violation of said chapter has occurred at the Unit, or upon receipt of a copy of a Disruptive Conduct Report pertaining to the Unit, the Owner shall take immediate steps to remedy the violation or Disruptive Conduct and assure that the violation or Disruptive Conduct does not re-occur, in accordance with a plan required for submission to the Code Enforcement Officer under Section 135-6.E.(4) of the Code of the Borough of Kutztown. Nothing contained in this Addendum shall relieve the Owner of the maximum occupancy compliance obligation under Section 135-6.C. of the Code of the Borough of Kutztown.

B. Occupant’s Covenants and Obligations.

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

1. Occupant(s) has been informed that the maximum occupancy for the Unit is _____ person(s). It is the Occupant’s duty to inform the Owner and the Code Enforcement Officer of the Borough of Kutztown if over-occupancy occurs. Over-occupancy occurs when the Unit is occupied by a greater number of Occupants than the maximum number stated above. Should the Occupant(s) fail to notify the Borough or the Owner of over-occupancy and over-occupancy is discovered, then the Occupants shall be considered to be in breach of this Lease.
2. Occupant(s) shall comply with all applicable Codes and Ordinances of the Borough of Kutztown and all applicable state laws.
3. Occupant(s) shall, at the Owner’s request, cooperate with and assist the Owner and the Owner’s Agent in all material respects with (a) the preparation and performance of the “plan” of remedial action described in Section 135-6.E.(4) of the Code of the Borough of Kutztown and (b) the fulfillment of the Owner’s responsibilities under Paragraph A.6. of this Addendum.
4. Occupant(s) shall dispose of all rubbish, garbage and other waste from the Unit and Common Areas in a clean and safe manner.
5. Occupant(s) shall not engage in any conduct in the Unit and Common Areas which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Occupant(s) permit Guests or others in the Unit and Common Areas to engage in such conduct.
6. Occupant(s) shall use and occupy the Unit and Common Areas so as not to disturb the peaceful enjoyment of adjacent or nearby properties by others.
7. Occupant(s) shall not cause, nor permit nor tolerate to be caused, damage to the Unit and Common Areas, except for ordinary wear and tear.

8. Occupant(s) shall not engage in, nor tolerate nor permit Guests or others in the Unit and Common Areas to engage in, "Disruptive Conduct", which is defined in Section C of this Addendum.
9. The Occupant(s) shall permit inspections of the Unit and Common Areas by the Code Enforcement Officer of the Borough of Kutztown at reasonable times and upon reasonable notice to Owner and Occupant.
10. Occupants agree to diligently inspect all smoke and fire detectors to ensure that they are functioning. It is the Occupant(s) responsibility to contact the Owner if any smoke or fire detectors are inoperable, if batteries have been removed or in the case of electric wired system, if individual detectors are not functioning.
11. The Occupant(s) acknowledge(s) and agree(s) that the occupancy of the Unit by the Occupant(s) is subject to the provisions of Chapter 135, entitled "Housing Standards," of the Code of the Borough of Kutztown of a Notice of Violation pursuant to Section 135-7 of Chapter 135, entitled "Responsibilities of Occupants; Disruptive Conduct" shall constitute a breach of the Lease of which this Addendum is a part. Upon such breach, the Owner shall have the right and option to pursue any and all of the following remedies:

- (1) Termination of the Lease without prior notice;
- (2) An action for recovery of possession of the Unit without abatement of any compensation previously paid, and for recovery of attorney's fees and costs incurred as a result of said action;
- (3) An action to recover the whole balance of any compensation due to the Owner from the Occupant(s) for the unexpired term of the Lease, and for recovery of attorney's fees and costs incurred as a result of said action;
- (4) An action for damages caused by the Occupants' breach, and for recovery of attorney's fees and costs incurred as a result of said action.

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

C. Definitions.

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

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

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

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

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

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

GUEST – A person on the Premises with actual or implied consent of an Occupant.

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

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

PERFORMANCE CODES – All Codes of the Borough of Kutztown, and specifically: Chapter 136 of the Code of the Borough of Kutztown, entitled “Property Maintenance,” adopting the International Property Maintenance Code of 2003, as such chapter is amended from time to time; Chapter 185 of the Code of the Borough

of Kutztown, entitled “Solid Waste”, as such chapter is amended from time to time; and Chapter 225 of the Code of the Borough of Kutztown, entitled “Zoning” as such chapter is amended from time to time.

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

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

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

DiMaggio Properties, LLC.

Lessor: _____ (SEAL)

By: Vincent DiMaggio, Member

(SEAL)

By: Maria DiMaggio, Member

Occupant: _____ (SEAL)

(Occupant)

LEASE ADDENDUM

I, _____, hereby stipulate and agree that if I do not return an original copy of the signed, notarized and fully executed Lease Agreement provided to me by DiMaggio Properties, LLC on _____(date), within ten (10) calendar days, I will forfeit my paid security deposit of \$200.00. I understand that this document represents a legally binding contract between myself and DiMaggio Properties, LLC.

Tenant

Maria DiMaggio
DiMaggio Properties, LLC

AUTHORIZATION FOR RELEASE OF INFORMATION

TO: Kutztown University Financial Aid Office
15200 Kutztown Road
290 Stratton Administration Center
Kutztown, PA 19530

I, _____, hereby authorize and direct you to release records concerning my pertaining to my financial aid package, limited to dates that financial aid funds are to be disbursed to me, and the amount of the disbursements I am receiving to Maria DiMaggio, 42 Sokol Drive, Kutztown, PA 19530.

This release also authorizes you to speak directly to Maria DiMaggio as it pertains to the aforementioned and constitutes authority for you to reproduce all such records and forward the same by mail to Maria DiMaggio, 42 Sokol Drive, Kutztown, PA 19530.

Date: _____

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check (i) or (ii) below):

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

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

Landlord

Date