

2020/2021 Residential Lease

This is a residential lease. It is 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:** **Legacy Realty & Property Management, LLC**

Name(s) of the **Tenant(s):**

2. LEASED PROPERTY

The **leased property** is the place that **Landlord** agrees to lease to **Tenant**. The leased property is located at: **State College PA 16801**

Building:

Apartment:

Maximum number of persons residing:

Maximum Occupancy:

Property permitted as a student rental.

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease begins on: **August 22, 2020** at 12:00 Noon.

This lease ends on: **August 6, 2021** at 12:00 Noon.

TENANT INITIALS:

4. RENT

The amount of rent is: \$ _____ for each month.

The amount of rent is \$ _____ for the lease term.

Tenant agrees to pay the monthly rent in advance on or before the **1st** day of each month. **Landlord** does not have to ask (**MAKE DEMAND UPON**) **Tenant** to pay the rent. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **Landlord** at the place specified by **Landlord**. **All delinquencies and prior balances (i.e. late fees, maintenance charges, etc.) may be deducted from rental payment before the current month's rent account is credited.**

Rent is payable to Legacy Realty & Property Management, LLC, 612 West College Ave., State College, PA 16801. If the rent is not paid by the 5th of each month, the late charge of \$5.00 per day is retroactive to the 1st of the month. On the memo line of the check please include tenant's last name, building and apartment number.

Tenant agrees to pay a **LATE CHARGE** of \$ **5.00** per day if **Tenant** does not pay the rent on time. If **Tenant** mails the rent to **Landlord**, the date of payment will be the date the letter is postmarked.

First partial month's rent	8/22/2020	to 8/31/2020	\$
+ Last partial month's rent	8/01/2021	to 8/06/2020	\$
= Total rent due by	8/01/2020		\$

5. SECURITY DEPOSIT

Tenant agrees to pay a security deposit of \$ _____ **Tenant** agrees to pay the security deposit to **Landlord** at the **signing of the lease** and before **Landlord** gives possession of the leased premises to **Tenant**.

Landlord may take money from the security deposit to pay for any physical damages caused by **Tenant**, **Tenant's** family and **Tenant's** guests. **Landlord** may take the security deposit to pay for any unpaid rent, physical damages and extraordinary time spent by staff when Move Out Procedures are not followed.

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, and this is a condition precedent to any remaining security deposit. **Tenant may not use the security deposit as payment of the last month's rent.**

Tenant acknowledges that the Leased Premises may be located within a building with common areas. During the terms of this Lease Agreement, if damage shall occur within the common areas through no fault or neglect of the **Landlord** and as a result of vandalism by **Tenant** and/or **Tenant's** guest(s), **Landlord** shall have the right to charge the cost of repairs to the **Tenant** at that time and apply any unpaid balances to the **Tenant's** security deposit for said damages.

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 premise 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 property is repaired.
- OR**
- 2) end the lease and leave the leased premises.

Tenant agrees that if the leased property is damaged or destroyed and **Tenant** ends the lease, **Landlord** has no further responsibility to **Tenant**. **If the Tenant causes the damage then Tenant is liable for all costs incurred and must continue to pay the total cost of the Lease Agreement.**

8. INSURANCE

Landlord agrees to have Property and Fire 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. Renters insurance is encouraged.

9. ASSIGNMENTS OR SUBLEASES BY TENANT

Assignment or **assign** is the legal terms 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 prior written permission of **Landlord**. A *sublease* is a separate lease between the tenant and another person who leases all or part of the leased premises from the tenant. Sublet lease agreement fee is \$50.00. Must complete Rental Credit Application and Rental Verification prior to Landlord's written permission.

Tenant agrees not to lease (*sublease*) all or any part of the leased premises to anyone else without the prior 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*), without written permission from the Landlord **Tenant** has violated/breached this lease and penalty of \$300.00/per person per day may apply. **Tenant** agrees that **Tenant** will not allow additional people to occupy the leased premises without the prior written permission of the **Landlord**. If additional people are found to occupy the premises they will be considered an illegal tenant.

10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Landlord is responsible for all damage to property or injury to people that is the fault of **Landlord** or people employed by **Landlord** 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 at fault.

11. USE OF LEASED PROPERTY

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, toxic chemicals or substances in or around the leased property. **Tenant** agrees not to do anything in or around the leased premises which could harm anyone or damage any property.

Tenant agrees that **Tenant** will not allow additional people to occupy the leased premises without the prior written permission of **Landlord**. If additional people are found to occupy the premises they will be considered an illegal tenant.

12. RULES AND REGULATIONS

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

13. LANDLORD'S RIGHT TO PUT A MORTGAGE ON THE LEASED PROPERTY (SUBORDINATION)

Subordinate and *subordination* are the 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 the **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 put a mortgage on the leased property. If **Landlord** has a mortgage on the leased property now, or if **Landlord** gets a mortgage later, **Tenant** agrees that this lease is lower in right to the mortgage that the **Landlord** has put on the leased property. **Tenant** agrees to execute documents necessary to ensure such subordination as may be requested by the **Landlord**.

14. CARE OF LEASED PROPERTY

At all times, **Tenant** shall keep the rental property clean and orderly. If unit is not kept in satisfactory condition as determined by **Landlord**, **Tenant** agrees to pay for professional services rendered. **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, which is the fault of **Tenant**, **Tenant's** family and **Tenant's** guests. **Tenant** agrees to move out and give back the leased premises to **Landlord** when the lease ends.

15. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

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, make repairs, do maintenance and painting, and show the leased premises to others. The **Landlord** and **Landlord's representatives** inspect the premises every quarter – Thanksgiving, Christmas Break, Spring Break and Arts Festival.

Prior notice will be given as appropriate, unless arising issues are deemed an emergency – a life safety issue, imminent danger, fire exposure or destructive water intruding. **Landlord** and **Landlord's representatives** have the right to inspect, make repairs, and complete necessary tasks.

16. UTILITY SERVICES

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

Charge or Service:

Internet
Television Cable
Electric to Property
Water/Sewer Service
Natural Gas/Oil

Refuse Collection
Lawn Maintenance
Snow and Leaf Removal

Paid By:

Landlord, except The Keys, Clearwater, Cypress, Conway
Tenant
Tenant
Landlord
Tenant in Kinglet, Wellington, Sanibel, Clearwater,
Cypress, Conway

Landlord
Landlord
Landlord

Fireplace
Telephone Service and Equipment/Lines
Parking
Pest Control

DO NOT USE – Clearwater, Orlando, Wellington
Tenant
Tenant
Landlord, unless tenant negligence or Support Animal Addendum

TENANT INITIALS:

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

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 arising solely because the leased premises are taken by eminent domain and the lease has ended because of the taking.

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, **Landlord** may sue to evict **Tenant**. If **Tenant** violates this lease, **Tenant** may lose all or some of the **Tenant**'s security deposit. **Landlord** may also sue **Tenant** for other expenses that exceed the security deposit that's held.

Each tenant should not sign this lease unless each tenant has read and clearly understands the information in this section about lease violations.

<p><u> X </u> THIS IS A JOINT AND SEVERAL LEASE</p> <p><u> </u> THIS IS NOT A JOINT AND SEVERAL LEASE</p>

TENANT INITIALS:

If this is **NOT** a **JOINT AND SEVERAL LEASE**, then **the Landlord may only sue one Tenant for that Tenants 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** may sue **all of the tenants (jointly)** for any unpaid rent. **Or, Landlord** may bring 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 with out 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 may ONLY EVICT TENANT by COURT ACTION**.

The **Landlord** does **NOT** have the right to 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. **Tenant** agrees that **Landlord** may receive from **Tenant** fees charged by a collection agency for violation of the agreements of this lease.

19. Other Agreements between Landlord and Tenant

Landlord and Tenant agrees that the additional agreements marked with a “yes” are part of this lease agreement. Each **Tenant** must return the signed and notarized parental guarantee within 5(five) days of obtaining this lease. If all parental guarantee’s are not given to **Landlord** within the 5(five) days after obtaining this lease, **Landlord** has the right to consider this lease null and void and continue to show the leased premises.

YES RULES AND REGULATIONS	YES FIRE SAFETY CERTIFICATION AGREEMENT
YES STATE COLLEGE BOROUGH ADDENDUM	YES MOVE-IN/MOVE-OUT PROCEDURES
YES PARENTAL GUARANTY	YES LEAD BASED PAINT NOTICE
YES READY REFERENCE FOR TENANTS TO SELECTED STATE COLLEGE BOROUGH ORDINANCES	

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

TENANT(S):	SIGNATURE OF TENANT(S):	DATE SIGNED BY
PRINT:	SIGN:	DATE:
PRINT:	SIGN:	DATE:
PRINT:	SIGN:	DATE:
PRINT:	SIGN:	DATE:
PRINT:	SIGN:	DATE:
PRINT:	SIGN:	DATE:
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PRINT:	SIGN:	DATE:

Rules & Regulations

The following Rules and Regulations are part of the Lease Agreement between **Landlord and Tenant**. As set out in Item # 12 of the Lease Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms and conditions of the Lease Agreement and the non breaching party shall be entitled to exercise any or all of the remedies provided in the Lease Agreement.

1. If your unit is not cleaned when you take possession, please call the rental office (814) 272-7772 immediately and we make arrangements to have the unit cleaned as soon as possible. If you choose to clean it yourself, we will not reimburse you for cleaning it yourself and you would still be responsible for leaving the apartment clean when you vacate.
2. A 24-hour emergency maintenance service is provided. The emergency maintenance phone number is (814) 283-4435. An emergency would be any of the following situations: fire, water leaks (not faucet leaks), backed up toilets if you have just one bathroom, no heat, or vandalism. All maintenance tenant charges must be paid or disputed within 10 days of the statement date. Vandalism to windows, doors, balconies, etc. will be charged to the **Tenant**. If **Landlord** finds damages to a unit, repairs will be scheduled immediately and **Tenant** will be charged accordingly. Tenants are strongly encouraged to obtain renter's insurance for their personal property and damages caused to other units.
3. **NO ANIMALS OF ANY KIND SHALL BE CARRIED OR KEPT IN OR ABOUT THE LEASED PREMISES.** Tenant agrees that tenant will **NOT** keep any pets in or on Legacy Realty premises. Tenant agrees that tenant **WILL NOT ALLOW** tenant's family or guests or others to have pets in or on the Legacy Realty premises. Should a **Tenant** keep or permit to keep said animal or pet on the premises, the said Tenant agrees to pay to the Landlord the sum of \$300.00 for each day or part of the day that each animal remains on the premises. The Tenant further agrees that the Landlord shall have the sole and exclusive right to determine if the premises need to be exterminated upon finding an animal of any kind on the premises and in that event, Tenant agrees to pay all costs reasonably required thereby. Documentation (veterinary records, registry documents and licensure) is required for all therapy and service animals.
4. If **Tenant** occupies the premises beyond the ending date of the Lease Agreement, a charge of \$200.00 per day may be levied against the **Tenant** for each day or part of day beyond the ending date.
5. The security deposit provided shall be retained by the **Landlord** and administered in accordance with all applicable statutory requirements as security for **Tenant's** faithful performance of all lease terms, covenants and conditions. Security deposit will be deposited by the second (2nd) banking day in an escrow account. On the second (2nd) anniversary, the deposit (if it exceeds \$100.00) will be deposited into an interest-bearing account. One percent (1%) of the interest will be retained by the **Landlord** for bookkeeping. The balance of the interest will be paid to the **Tenant**, as required by Pennsylvania Law. Tenant must complete the security deposit return form with forwarding information.
6. Drinking of alcoholic beverages and smoking is prohibited in all common areas, including but not limited to; the stairways, hallways, lobby area, elevators and the laundry area of the building. **Tenant and Tenant's guests** and invitees shall not be permitted to engage in social gathering in common areas of the building. No **Tenant, Tenant's guests**, or invitees shall be permitted to consume alcoholic beverages in the common areas of the building. Violation of this rule and any other rules and regulations, including rules of the State College Borough Housing Ordinances (if applicable), shall be deemed a breach of the Lease Agreement.
7. Any evidence of smoking (presence of one or more of the following: smell, ashes, butts, soot on the walls and surfaces, burn marks) in any unit may result in a lease violation incurring costs to mitigate the damage.
8. **Tenant** shall not make or permit any disturbing noises to be made in the building by herself/himself, members of her/his family, guests, or permit anything to be done that will interfere with the rights, comforts, or convenience of other tenants. **Tenant** shall not play musical instruments, stereo, television or radio on the premises between the hours of eleven o'clock p.m. and eight o'clock a.m. of the following day.
9. **Tenant** shall not touch, manipulate, alter/damage or hang anything from the sprinkler head, any pipes (heating, cooling or water) or the ceilings of the unit(s).
10. Fireplaces are non-operational and may not be used at any time.
11. Tapestries may not be suspended, affixed, or displayed from ceilings nor on walls that cover windows, fire apparatus, or entry/exit doors.
12. **Tenant** shall keep the premises in a good state of preservation and cleanliness and shall provide appropriate non-flammable containers for trash and rubbish. **Tenant** shall keep the common areas of the premises free from litter by depositing trash and rubbish into the designated common waste disposal containers, dumpsters, trash chutes, or recycling bins. Any trash that is observed on the grounds, porches, patios, or in the hallways for more than one day; an email notification will be sent to all tenants in the unit, the trash will be removed to the dumpsters and the tenants responsible for the trash may be charged at the rate of \$100.00. No articles whatsoever may be placed, hung, shaken, or thrown from balconies, windows, halls, elevators, or stairways.
13. Outdoor furniture only permitted on porches or patios. Garbage cans, bicycles, laundry, indoor furniture, or any other articles may not be placed on porches or patios.
14. The commode and other water apparatus shall not be used for any other use than that for which they are constructed. Nor shall any sanitary napkins, tampons, condoms, disposable diapers, sweepings, rubbish, rags, food or any other improper articles be thrown into the same. Any costs arising, including but not limited to; service calls, repairs, replacement of parts and equipment from misuse thereof shall be borne by the **Tenant** upon whose premises it shall have been caused.

15. **Tenant** or children shall not play in the public halls, entrances, stairways or basements and children shall not be left unattended in such places. **Tenant** or children shall not ride bicycles anywhere within the building. Any damage caused by children or **Tenant** shall be the responsibility of the **Tenant** whose name appears on the Lease Agreement.
16. **Tenant** will not add, remove, enter or change any locks without the prior written consent of the **Landlord**. Always lock the door(s) when leaving and carry your keys with you. It is the **Landlord's** policy to lock doors behind them when entering to perform maintenance, showings, or inspections, regardless of whether the door was locked or unlocked when they arrived.
17. **Tenant** shall be responsible for testing all fire warning devices such as smoke detectors and fire alarms within the Leased Premises and shall notify the **Landlord** if any fire warning or fire abatement device is not functional. **Tenant** is responsible for replacing the batteries as needed. **Tenant** shall not disable, or permit to be disabled any fire warning device. If a fire extinguisher is determined to be discharged, the **Tenant** must notify the Landlord in writing within 24 hours. The cost of refilling the device will be charged to the unit. **Landlord** shall not be responsible for the malfunction of smoke detectors whether as a result of weak, defective, or inoperable batteries or otherwise. Should **Tenant** fail to keep a charged battery in all smoke detectors, disable any smoke detector or permit the smoke detector to be damaged in any way, **Tenant** shall be: *first offense* - issued a written warning, charged the cost of replacing or repairing damaged or disabled smoke detector by **Landlord**, *second offense* - issued a written warning, charged the cost of replacing or repairing damaged or disabled smoke detector by **Landlord** and a notification sent to the State College Borough Municipal Ordinance Compliance Officer, *any occurrence thereafter* - **Tenant** shall be issued a written warning, charged the cost of replacing or repairing damaged or disabled smoke detector by **Landlord**, a notification sent to the State College Borough Municipal Ordinance Compliance Officer and Landlord will begin eviction process.
18. Fire extinguisher shall be charged when **Tenant** moves in and must remain charged during tenancy and upon vacating. If for some reason the fire extinguisher is discharged, **Tenant** must notify the Landlord in writing within 24 hours to make arrangements to recharge it. The cost of recharging the extinguisher will be billed to the unit.
19. In units that **Tenant** has control of the heating and cooling for the unit **Tenant** will maintain a minimum temperature of at least 55 degrees F in all heated rooms of the dwelling. Also upon leaving the premises for any extended period of time, **Tenant** shall provide for daily inspection of the premises during cold periods. This inspection shall include checking on the heating system to insure that proper heat levels are being maintained. **KEROSENE BURNERS OF ANY TYPE OR AUXILIARY HEATERS ARE PROHIBITED!** Unit may be assessed a fine of \$50.00 per auxiliary heater per occurrence.
20. Heating season is in effect from October 1 through May 1.
21. If your heat is provided by the **Landlord** (Orlando, Coopers Hawk, The Keys and Breckenridge) and any open windows are observed by **Landlord** the unit may be assessed a per day heating/cooling reimbursement fee for each day the window is open.
22. No adhesives should be used to hang pictures. A small nail maybe used. **Tenant** shall not install shelving, wallpaper, paint or alter in any way the features of the Leased Premises without the prior consent in writing of **Landlord**. Spackling for an excessive amount of holes may be charged to the **Tenant**.
23. Dwelling Keys will be loaned only if available and during business hours from 9:00 a.m. to 3:00 p.m. Monday through Friday. Keys must be obtained at the rental office. No keys will be furnished after business hours or on weekends or holidays. If the loaned keys are not returned within 1 hour, Landlord may charge up to \$150.00 may be levied against the **Tenants**. If a locksmith must be called Tenants will be charged for the service call, Tenants must provide proof of I.D and residence may be confirmed with owner prior to services being rendered.
24. Lost keys - A lost key requires a lock change to ensure the safety and security of the tenants. Tenants must notify Legacy Realty of the lost key promptly so services may be scheduled to change the dwelling locks at the cost of the Tenant.
25. Bedroom keys/locks are not provided by the Landlord. If Tenants would like a keyed bedroom lock installed it is at the cost to the **Tenant** and must be pre-approved in writing and scheduled with the rental office. LRPm must be supplied with a key for the pre-approved bedroom lock. Should an unauthorized lock be installed Tenant will be notified in writing and lock must be removed immediately. **Landlord** has the right to charge the **Tenant** the cost of removing the lock and the cost of repairs to the door, frame and walls once the lock is removed.
26. **Tenant** shall furnish all bulbs including appliance bulbs and track bulbs. **Tenants** shall not use any halogen light bulbs within any light fixtures in the leased premises.
27. A \$50.00 service charge will be levied on all checks returned due to non sufficient funds or for any other reason. Returned checks will not be redeposited. **Tenant** must cover the returned check with money order, or a certified check. Late charges will continue to accrue until the rent is paid in full.
28. **Bicycles** - All bicycles shall follow regulations of State College Borough and be kept in bike racks or designated areas. Bikes may not be left in hallways, elevators, common areas, porches, attached to trees or shrubs or any other unauthorized areas. Bikes may not be left on racks at end of lease. Any bikes left may become property of the owner.
29. All motorcycles and mopeds shall be parked in designated areas. A fine of \$500.00 may be assessed if they are found in an apartment.
30. For insurance purposes, the use of charcoal, flammable gas grill and/or fire pits are not permitted in the Leased Premises or on any balcony, patio, or other common area on any Legacy Realty maintained properties. A fine of \$200.00 may be levied if a grill or remnants of any kind is found on premises.
31. If any fine is issued by the State College Borough, Tenants shall pay that fine. If the accrual of points assessed by the State College Borough results in the loss or suspension of the rental permit, all costs incurred by the landlord as a result of the loss or

suspension of the rental permit, including but not limited to fines, penalties, loss of rent, attorney fees, and court costs, shall be paid by Tenants.

32. Window Treatments are not supplied by Landlord. No window treatments, awnings, draperies or umbrellas should be installed in the Leased Premises without the prior consent in writing of **Landlord**.
33. No waterbeds shall be permitted within the Leased Premises. If the unit is furnished, all furniture must remain in the unit at all times.
34. **No persons, tenant, guest or otherwise** shall go on the roof or balconies of the building within which the Leased Premises are located and shall not enter any area clearly designated as being closed to tenants and others. If individual(s) are found on roof or balcony **Tenant** shall be issued a written warning, charged the cost of repairing damages by **Landlord** and a notification sent to the State College Borough Municipal Ordinance Compliance Officer.
35. **Tenant** agrees not to enter mechanical or furnace rooms.
36. No cable, radio or television reception devices such as antennas or satellite dishes shall be installed upon the Leased Premises or in the common areas around the Leased Premises. All installation must have written approval from LRPM.
37. No hot tubs or swimming pools are permitted on any Legacy Realty maintained properties, either indoors or outdoors. Should one be found the **Tenant** may be assessed water usage and any damage caused by hot tub or pool shall be the responsibility of the **Tenant** whose name appears on the Lease Agreement.
38. **NO KEGS.** **Tenant** acknowledges that their rental unit is located in a property in which the **Landlord** prohibits kegs. Kegs are not permitted anywhere on the Leased Premises, including patios, porches, balconies and lawns.
39. No dry beverage bars are permitted—**Tenant** will be asked to remove within ten (10) days. If bar remains, it will be removed by LRPM staff and tenant will be charged labor and materials.
40. **Tenant** shall become familiar with and observe all posted security regulations and all posted fire escape of evaluation routes and all fire exits. Questions concerning security and fire procedures should be directed to **Landlord** without delay.
41. **Tenant** agrees to wear proper attire at all times, including but not limited to, when sunbathing on patios, porches, in the lawn and when walking in common areas of the Leased Premises.
42. **Tenant** agrees to give right of entry to subcontractors when services are scheduled. If access is denied then **Tenant** may be charged the cost of rescheduling. In addition, **Tenant** agrees to follow all provided instructions in preparing the unit for services.
43. Tampering with the fire safety apparatus is in violation of the criminal statutes. Violation of this law may result in a fine up to \$2500.00 and one year imprisonment. Legacy Realty will cooperate with all law enforcement organizations in the fullest.
44. Notice shall be given to **Landlord** if the premises are to be unoccupied for longer than five (5) consecutive days unless it is due to scheduled school holidays. Tenant will not permit a non-tenant to remain in the leased premises more than three consecutive overnights without the prior written consent of the **Landlord** and roommates.
45. **DO NOT** turn refrigerator off; simply turn to lowest setting. If turned off with the door shut the appliance may be ruined and Tenant may be billed for cost of replacing the refrigerator.
46. It is policy of Legacy Realty & Property Management, LLC that all damages caused by Tenant neglect may be charged accordingly:
 - A. Tenant will be responsible for any damage to the premises or to the building caused by negligent acts on the part of the tenant, and shall be responsible for damages to the premises beneath tenant caused by overflow from toilets, refrigerator, drains, or plumbing due to tenant's negligence. Clean up and repair to units will be assessed for time and materials.
 - B. You must provide your own shower curtain. If there is any damage due to the lack of one, you will be responsible to pay for any damage.
 - C. Screens: replace or repair : cost to tenant is time plus materials
 - D. Windows: cost to tenant is time plus materials
 - E. Door(s): cost to tenant is time plus materials
 - F. Any and all other items not mentioned above will be charged on a time and material basis.
 - G. All costs are based on time and materials if not otherwise specified
47. Do not install air conditioners or other electrical appliances without prior written permission from the Landlord. Installation and removal must be scheduled with Legacy Realty.
48. Due to Centre Region code regulations, many of the buildings have sprinkler heads in the units. Regulations do not enable multiple shut-off valves on the system. If one of the heads is activated, 15 gallons of water per minute will flow from the sprinkler. Please be extremely careful with heating devices or open flames in the area of the sprinkler heads, including candles and incense. **IF THE SPRINKLER SYSTEM GOES OFF DUE TO TAMPERING WITH THE SYSTEM, THE RESIDENTS OF THE LEASED PREMISES WILL BE HELD RESPONSIBLE FOR ANY DAMAGE!** Our maintenance personnel or the fire department must be called immediately to shut off the system.
49. Do not exceed maximum occupancy for the property at any time.
50. Charges may be made against your security deposit if the above procedures are not followed.

TENANT SHALL BE RESPONSIBLE FOR ALL DAMAGE OR INJURY RESULTING FROM ANY VIOLATION OF THESE RULES AND REGULATIONS. LANDLORD HAS THE RIGHT TO CHANGE ANY OF THESE RULES AND REGULATIONS AND TO MAKE NEW ONES. AFTER

LANDLORD NOTIFIES TENANT, NEW OR CHANGED RULES BECOME A PART OF THIS LEASE.

Lead Based Paint Hazard

1. Landlord is required by Federal Law to disclose to the tenant(s) information about lead based paint hazards at the Leased Premises.
2. Each Tenant has received from Landlord a copy of the pamphlet entitled PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME.
3. The following marked with an (X) applies to the Leased Premises
_____ Landlord has no knowledge of any lead based paint at the Leased Premises
XX Landlord has knowledge of buildings built prior to 1978 may have lead based paint at the Leased Premises. Reports and information about lead based paint are available during regular office hours for Tenant(s) to read at the office of Landlord.
4. The information given by Landlord on this attachment is certified to be true and correct to the best of the Landlord's knowledge and belief.

Owner's Disclosure

The owner of the leased premises is a Licensed PA Broker

Smoke Detector/Fire Extinguisher Addendum

NOTICE: THIS DOCUMENT PLACES A DUTY UPON THE RESIDENT TO REGULARLY TEST THE SMOKE DETECTOR(S) AND REPORTS ALL MALFUNCTIONS TO OWNER OR MANAGEMENT AGENT IN WRITING.

This addendum dated: _____ will become a part of the original lease or rental agreement between Legacy Realty & Property Management, LLC and

Tenant Initials: _____

Smoke Detector: You acknowledge that as of this date, the Residence is equipped with one or more smoke detector(s); that you have inspected the smoke detectors and that you find them to be in proper working condition.

Fire Extinguisher: You acknowledge that as of this date, the residence is equipped with one or more fire extinguishers; that you have checked the fire extinguisher(s) and they are currently inspected and charged.

Repair: You agree that it is your duty to regularly test the smoke detector(s) and agree to notify the owner or owner's agent immediately in writing or by phone of any problems, defects, malfunction or failure of the smoke detector(s). You agree to visually check the fire extinguisher for a satisfactory charge and agree to notify the owner or owner's agent if the fire extinguisher has been used for any reason and needs to be recharged.

Maintenance: (A) you agree to replace the smoke detector batteries at any time the batteries becomes unserviceable.
(B) If after replacing the batteries, the smoke detector will not operate, you must inform owner or owner's agent immediately.

Replacement: You agree to reimburse owner or owner's agent upon request for the cost of a new smoke detector or fire extinguisher and the installation there of in the event the existing smoke detector or fire extinguisher becomes damaged by you or your guests. You agree to reimburse owner or owner's agent the cost upon request for the re charging of the fire extinguisher in the event it has been used for any purpose other than to extinguish a fire.

Disclaimer: You acknowledge and agree that owner or owner's agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detectors or fire extinguishers. You assume full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the operation, malfunction or failure of the smoke detectors or fire extinguisher(s).

Owner or owner's agent, whether oral or implied, or otherwise, has made no representations, warranties, undertaking or promises, its agents or employees to you regarding said smoke detector(s)/fire extinguisher(s) or the alleged performance of the same. Owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s)/fire extinguisher(s) including express or implied warranties. Owner or agent shall not be liable for damages, losses and or injuries to person(s) or property caused by (1) malfunction or failure of the smoke detector(s)/fire extinguisher(s), (2) Your failure to notify owner of any problem, defect, malfunction or failure of the smoke detector(s)/fire extinguisher(s), (3) Theft of the Fire extinguisher(s)/ smoke detector(s) or it's serviceable battery and or (4) false alarms produced by the smoke detector(s).

Entire Agreement: The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s)/fire extinguisher(s) in the above referenced residence. Any agreement that in any way varies the terms of this addendum shall be completely void unless such agreement is in writing and signed by both parties.

Term: The term of this addendum shall be the same term as the lease agreement, renewal lease or extension of the rental.

Acknowledgment: I/We acknowledge that I/We have read this addendum and it places a duty upon me/us to regularly test the smoke detector(s) and inspect the fire extinguisher(s) and report all malfunctions of the same to lessor or agent in writing.

┆Borough Ordinance Addendum

We the undersigned tenants of the referenced apartment, have read the information provided by Legacy Realty & Property Management, LLC entitled “A READY REFERENCE FOR RENTERS ON SELECTED BOROUGH ORDINANCES” & “RENTAL HOUSING PERMIT SUSPENSION PROCESS”. We understand the ordinances established by the State College Borough. We understand that following these ordinances, rules and regulations is our responsibility and we will be held liable for any warnings, violations, fines and/or points that the Borough issues against the above referenced property. Further, we understand that the entitled “A READY REFERENCE FOR RENTERS ON SELECTED BOROUGH ORDINANCES” & “RENTAL HOUSING PERMIT SUSPENSION PROCESS” are incorporated into and made a part of the lease agreement.

Furniture Addendum(If Applicable)

 Furnished – If the leased property is marked as a furnished unit, I/We agree to accept responsibility for the furnishings provided by Legacy Realty & Property Management, LLC. I/We agree not to remove any of these furnishings from the leased premises. I/We understand that I/We may bring my/our own furnishings; however, Legacy Realty & Property Management, LLC will not remove any furnishings from the leased premises upon my/our arrival and during my/our lease. Furnishings include furniture only. Appliances, kitchenware, linens, towels, etc. are not considered furnishings for the purpose of this addendum. In the event that furnishings belonging to Legacy Realty & Property Management, LLC are damaged beyond normal wear and tear, I/We agree to pay for repair or replacement of the damaged furniture at the current market price relative to the time of replacement.

 X Un Furnished - If the leased property is marked as an unfurnished unit, I/We understand that Legacy Realty & Property Management, LLC will not be providing any furnishings in the leased premises. Legacy Realty & Property Management, LLC will not add furniture upon my/our arrival or during my/our lease. Furnishings include furniture only. Appliances are not considered furnishings for the purpose of this addendum. By signing this addendum, I/We agree to the terms of this addendum and accept this addendum as part of my/our lease.

Basement Addendum (If Applicable)

Because of numerous mechanical systems located in the basement of the property, Legacy Realty & Property Management, LLC prohibits personal use of the basement, with the exception for laundry if your washer/dryer hook ups are located in the basement. You may also access the basement in the event that you need to access the electrical breaker box located in the basement. There are to be no other personal uses of the basement and Legacy Realty & Property Management, LLC will not be held responsible for any personal items damaged in the basement for any reason.

Furthermore, the basement of the property is in an “AS-IS” state, meaning that Legacy Realty & Property Management, LLC will not be altering/repairing the basement in any way, painting, cleaning, etc., unless such alterations are for necessary structural or mechanical purposes in order to maintain the property.

Tenants also agree to continually operate dehumidifiers in the basement of the house for the entire term of the lease. If a dehumidifier is found disconnected, not operating or any violation of this Addendum is found, a fine of \$250 per occurrence may be assessed to the **Tenants**. Furthermore **Tenants** agree to take full responsibility for any mold/mildew growth in the event they fail to do so.

PA Bed Bug Addendum

Our goal is to maintain a high quality living environment for you. It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This addendum contains important information for you and sets forth responsibilities for both of us.

1. **Addendum.** This Addendum is incorporated into and made a part of your Lease Agreement (Lease). It modifies your Lease and deals with the difficulties and associated problems when bed bugs are found in an apartment.
2. **About Bed Bugs.** See Attached Resident’s Information Guide.
3. **Inspection.** The Owner and Resident agree that they each inspected the apartment prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation.

4. **Prior Infestation.** We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.

You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.

5. **Access for Infestation and Pest Treatment.** You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum.

6. **Duty to Report.** **You must report any signs of bed bugs immediately and in writing.** Do not wait. Even a few bugs may rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.

7. **Cooperation & Responsibilities.** Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary.

You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your unit, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense.

You acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease.

8. **Resident's Representations and Warranties.** You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.

9. **Indemnification.** **Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment.** Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.

10. **Default.** Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.

Severability, Waiver and Survival. The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the lease.

No Party Addendum

Tenant acknowledges the **Landlord** wishes to maintain the apartment building/community as a quiet place for people to live and study. Consequently, **NO** parties are permitted in any tenant's unit, described as a gathering of more than the number of persons that equals the maximum occupancy allowed for that unit in addition to excessive noise and complaints or possession of a keg, shall also constitute a violation of this addendum.

Furthermore; if **Tenant** does violate the no party rule and the party results in vandalism, malicious mischief or damage to the unit, building, common areas or the apartment **Tenant** will be responsible for all damages that occurred during the gathering whether caused by **Tenant**, **Tenant's** family, **Tenant's** guests. Additional party restrictions are mentioned in the Rules and Regulations section of the lease. The **Tenants** or their guarantors shall pay costs to the Landlord within five (5) business days of the party violation. Maximum occupancy for the unit: _____

Move-Out Addendum

For all departing tenants, please consider the following as a guideline for move out procedures.

- Make sure your account balance is ZERO.
- Return all keys to Legacy Realty & Property Management, LLC by the lease ending date and time. If keys are mailed please use a padded envelope to ensure the key arrives safely. Regular envelopes are not sturdy enough to travel through the USPS system. (Make sure you have a receipt for the keys)
- Turn in your security deposit return form. As per your lease agreement, you are required to submit to us a forwarding address so that we may get your deposit to you in a timely manner. Please remember that if you are in a joint & several lease; only one check will be sent made payable to all residents on the lease. If you would prefer separate checks, we may do so at an additional fee of \$10.00/per check for each check written. (Please note, if you are requesting separate checks we **must** be provided with addresses and signatures of **all** residents named on your lease. Additionally, if separate checks are requested, the amount of the return will be divided **equally** among all residents).
- Review the item cost sheet- This sheet outlines the costs that could be deducted from your Security Deposit if applicable. This sheet is intended to inform you of an **estimated** dollar amount that may be deducted from your deposit for damages and/or repairs.

KITCHEN

- Spray the oven, stovetop, drip pans, broiler pan, racks, etc., with oven spray and let stand a few hours. (Depending on the degree of cleanliness, you may want to leave the cleaner on longer). Wipe off the spray entirely. If burn marks still remain, spray them again and repeat entire process. Be sure to check under the drip pans and inside, as well as outside, the stove drawer. The entire top of the stove that the drip pans rest in, lift up to make it easier to clean. You must do this to clean the oven properly. The racks also must be removed to clean the inside of the oven properly.
- The hood to the stovetop may get very greasy during the course of the year. Clean by using a Brillo pad and cleanser. Sometimes the back and side walls between the hood and the stovetop need cleaned as well.
- Wipe out crumbs from all cupboards, shelves, and drawers. Wipe off outside of cupboards. (Cupboards used daily or cupboards near the stovetop may need special attention in removing build-up)
- Clean microwave inside and out with all purpose cleaner. Make sure all food particles are removed— especially on the inside top.
- Defrost freezer and wipe out any water/food particles using an all purpose cleaner. Don't forget to clean in and around the seal! Clean refrigerator by wiping off wire racks, inside walls, crisper drawers (and under the drawer), and shelves with all purpose cleaner. Don't forget the egg holders and butter drawer! Lastly, wipe down the outside of the appliance with bleach cleaner (top, sides and front). **DO NOT UNPLUG THE REFRIGERATOR!! SIMPLY TURN IT TO THE LOWEST SETTING.**
- The final kitchen appliance left to clean is the dishwasher. (What?? You thought the dishwasher cleaned itself every time you ran it through the cycle?? NOT!) Make sure the inside is completely free of food particles. Use Brillo pads and cleanser on that area. Lastly, wipe down the outside of the appliance— paying close attention to the buttons. Don't forget the inside edge of the door.
- Wipe off all kitchen countertops with all purpose cleaner. The countertop closest to the stovetop may need special attention of a Brillo pad and cleanser. Do not leave streaks-wipe over the countertops with a paper towel and spray cleaner.
- Using a Brillo pad and abrasive cleaner, thoroughly clean sink and fixtures. After cleaning, wipe off the fixtures with a paper towel, since water drops tend to dry leaving a dirty appearance. Don't leave streaks—simply wipe up with paper towels and glass cleaner.
- It's finally time to clean the kitchen floor! First pull out the refrigerator & remove bottom drawer of oven and sweep the entire floor. Using Brillo pads and cleanser, clean all corners and edges. This is the area where there tends to be more build-up. After this is completed, clean the entire floor using a mop/swiffer and floor cleaner. If floor dries with streaks, re-mop using only warm water.
- If kitchen has overhead light fixtures, be sure to clean the globe with warm water. Also, clean the receptacle covers and switch plates!
- Get all calcium build up off faucet fixtures with CLR and or Lime Away.

BATHROOM

- The biggest cleaning job in the bathroom is the tub/shower unit. Clean it first and get it out of the way!! A year's worth of soap residue build-up is not very easy to remove. Brillo pads and cleanser are a definite must. Fiberglass tubs should be cleaned with a non-abrasive cleanser. Begin by scrubbing in a circular motion until you may no longer feel residue. Rinse with warm water. Clean fixtures with glass cleaner and wipe off with a paper towel. If your tub/shower unit has glass doors, the same process should be used on those doors—inside and out!! Don't forget to clean out the track also. Make sure to get rid of all mold/mildew.
- Cleaning the commode is not a very fun job, BUT it doesn't take too long. Using a sponge and bleach cleaner, wipe off lid, seat (behind and all around), and outside of bowl. Don't forget to clean at the foot of the bowl and around the bolts attaching it to the floor also. That is where most of the dust seems to collect. Wipe over entire unit again using only warm water. Pour toilet bowl cleaner inside the bowl and wipe clean with brush. **FLUSH.**
- Clean the light fixture/fan. It has accumulated dust. Wipe out inside shelves of medicine cabinet and vanity. Clean mirrors and light fixtures with glass cleaner. Wipe out sink using sponge and bleach cleanser. Rinse with warm water and re-wipe with sponge only. Again, don't let water drops dry-wipe off with paper towels. Finally wipe down outside of vanity with sponge.
- Lastly, it's time to clean the bathroom floor. First, sweep entire floor. Using a wet, soapy sponge, wipe along sides and corners. Pay close attention to areas around the commode, behind door, and along vanity edges. Mop entire floor using floor cleaner. If floor dries with streaks, re-mop using only warm water.
- Don't forget to clean off the heater and towel bars!
- Get all calcium build up off faucet fixtures with CLR and or Lime Away.
- Please do not leave your toilet wands, shower curtains, shower mats or rugs.

BEDROOM/LIVING ROOM

- Clean all windows on the inside with regular glass cleaner. Also clean the patio doors on both the inside and outside, as well as the sliding door tracks. Don't forget to clean window sills and window tracks. Porches and outdoor areas should be completely free of debris.
- Closets should be completely free of debris. Wipe off shelves and bar with wet sponge and all purpose cleaner. Do **NOT** leave hangers behind! The new tenants have hangers of their own!
- If furniture contains any glass parts, clean with glass cleaner. Dust all wood furniture with dusting cloth and furniture polish. Wipe out all drawers with damp cloth. If furniture is anything other than wood, an all purpose cleaner may be used. Don't forget to move furniture away from the walls to check for any debris that may have fallen behind or underneath.
- Vacuum carpeting, under sofa cushions and under chair cushions.
- Thoroughly clean air conditioning/heating unit with a damp sponge and all purpose cleaner. The grill/cover should be free of dust and debris. Re-attach cover.
- If you have overhead light fixtures, be sure to clean the globe with warm water. Also, clean all receptacle covers and switch plates.
- Wipe down baseboards and baseboard heating units.
- Be sure to clean all blinds.

CLEANING SUGGESTIONS

- When you are done cleaning the oven, turn it on for a few minutes. If it dries with a white residue left, take a clean wet cloth and wipe it clean.
- When you are done in the bathroom, kneel down and look at the ceramic tile by the tub to see if the soap scum is gone. Also, look at the soap dish and toothbrush holder, to make sure that the bottoms are clean. Check the bathroom in particular to make sure that all hair is gone.
- When you are finished in the kitchen, look at the tile at an angle to check for any grease spots that may have been missed. Also, don't forget to check the bottom and edges of the range hood for leftover grease.
- Don't forget the closets! These must be cleaned, swept and scrubbed.
- If you are having trouble removing particles from microwave, heat a cup of water for a few minutes and the steam from the water will help loosen food particles and dirt.
- Mr. Clean Magic Eraser is good for cleaning, walls, refrigerators, and white countertops.
- Get all calcium build up off faucet fixtures with CLR and or Lime Away.
- Make sure to get rid of all hair. Usually when we have to have a cleaning company go in for a wipe it is because there is hair left behind in the kitchen and bathroom. Despite the fact that you may have worked very hard to clean-up, we do need to have all the hair removed, specifically in these two areas.

GENERAL

- Carpets must be **clean upon move out**. Remove all stains and ground in dirt (Make sure you vacuum first!) **If you do not clean the carpets, we will have the carpets cleaned and charge you for it. This must be done prior to lease expiration.**
- Blinds must be taken down and washed with soap and water, dried and re-hung. Please make certain soap streaks are gone. We suggest if the blinds are too dirty to be cleaned or damaged replacing them with new ones. This may sometimes be cheaper than having them professionally cleaned. You may purchase blinds at Lowes, Home Depot, Target, Walmart, etc. If you plan on replacing blinds please make sure you take measurements ahead of time. If the blinds are not cleaned, we will replace them due to the fact that it is cheaper than paying a cleaning company to clean them.
- All personal items must be removed from unit.
- All nails, picture hooks, and anything used to hang pictures/posters should be removed from the walls or ceiling. Dust cobwebs from corners. Clean ceiling light fixture covers or globes.
- If maintenance is needed anywhere in the apartment, report it to Legacy Realty & Property Management, LLC NOW and have it repaired prior to July 1st.
- Smoke detectors must have an operating battery, all light fixtures and lamps must have working bulbs, and fire extinguishers must be charged.
- Don't forget to clean your furniture inside and out if you have a furnished apartment.

OTHER DEDUCTIONS

In addition to any cleaning charges, the following items will be deducted from security deposits if they are not paid before the end of your lease : Late fees, Outstanding Invoices, Unpaid/Utilities, Charges for Returned Checks, additional damage to unit or furniture and carpet cleaning (if receipt is not turned in).

MOVE OUT PROCEDURES REMINDERS

- All lights bulbs must be in lamps, sockets, etc. And be in working order. All smoke detectors must have batteries and be in working order. Fire extinguisher must be in working order and fully charged. If any of these items are missing or do not work properly, your security deposit will be billed accordingly.
- ALL departing tenant keys must be returned by noon on last day of lease. If keys are not returned, you will be charged the cost of re-keying the lock. Legacy Realty & Property Management, LLC MUST have a forwarding address for you before you leave. We prefer if you mail it to Legacy Realty & Property Management, LLC, ASAP or you may submit it with your final rental payment.
- You must call West Penn Power at 1-800-686-0021 and inform them your lease termination date and make arrangements to have the final

meter reading done. **You MAY NOT have the utilities taken out of your name or have any interruption of service due to non-payment until you EXACT LEASE EXPIRATION DATE or you will be charged a \$200.00 disconnect utility fee.**

- Columbia Gas service must be set up for specified locations.
- You must call cable and phone providers and arrange to disconnect you services.
- Any questions concerning move out procedures maybe addressed by calling Legacy Realty & Property Management, LLC at 814-272-7772 or by emailing, info@legacystatecollege.com.

We would love to return a full Security Deposit to each and every one of you! We invite any of you to be present during the inspection of your unit. You must be prepared, to turn over ALL keys at that time, and entry back into the unit will not be permitted. However, this must happen prior to the lease expiration date & is on a first come first serve basis, so schedule far in advance. Also, if we point out something that is not satisfactory, do not ask us to wait while you clean it again. Our schedules at that time of the year do not permit it.

Please be reminded that according to your lease, there may be a \$200 per day charge levied against any tenant that occupies the premises beyond the ending date of the lease. All lease dates end promptly at 12 NOON. We have enjoyed your residency in our community and we wish you well in your new home!

Legacy Realty & Property Management, LLC hires subcontractors for all painting work done during the Turnover period. Costs are passed directly on to the tenant. The Painting Costs listed below is to be used as estimate.

General Painting	\$1.00-\$2.00/sq. ft.
Small holes anywhere from 0' to 3"x3"	\$50.00
Large holes anywhere from 3"x3" up to 6"x6"	\$100.00
Anything larger than a large hole	Cost to replace drywall in addition to the labor @ \$50.00/hr.

You may NOT paint any portion of the apartment yourself. If you do paint it, you will be charged to repaint.

You may NOT repair any drywall in the apartment yourself. If you do drywall, you will be charged to inspect and repair the drywall.

Our maintenance staff must do any and all repair work to ensure it is done properly.

Legacy Realty & Property Management, LLC hires subcontractors for all cleaning done during the Turnover period. Costs are passed directly on to the tenant. Cleaning Cost Sheet to be used as estimate.

All costs below are per room/per item

	Full Clean	Wipe
Kitchens		
Refrigerator & Freezer	\$ 25.00	\$ 15.00
Stove & Oven	\$ 50.00	\$ 30.00
Range Hood	\$ 20.00	\$ 10.00
Dishwasher	\$ 15.00	\$ 10.00
Microwave	\$ 15.00	\$ 10.00
Countertops & Sink	\$ 20.00	\$ 10.00
Cabinets - In & Out	\$ 20.00	\$ 10.00
Floor	\$ 15.00	\$ 10.00
Light Shades	\$ 5.00	\$ 3.00
Walls	\$ 20.00	\$ 10.00
Blinds	\$ 15.00	\$ 10.00

Living Rooms		
Windows & Sills	\$ 14.00	\$ 7.00
Light Shades	\$ 5.00	\$ 3.00
Blinds	\$ 15.00	\$ 10.00
Baseboard	\$ 15.00	\$ 10.00
Furniture	\$ 20.00	\$ 10.00
Carpet/Floor	\$ 75.00	\$ 38.00
Walls	\$ 20.00	\$ 10.00

Bedrooms		
Windows & Sills	\$ 14.00	\$ 7.00
Blinds	\$ 15.00	\$ 10.00
Carpet/Floor	\$ 80.00	\$ 60.00
Furniture	\$ 20.00	\$ 10.00
Light Shades	\$ 5.00	\$ 3.00
Closet	\$ 7.50	\$ 5.00

Bathrooms		
Tub/Shower	\$ 25.00	\$ 15.00

Walls	\$	20.00	\$	10.00
Toilet	\$	20.00	\$	15.00
Floor	\$	15.00	\$	10.00
Sink & Vanity	\$	15.00	\$	10.00
Mirror/Med. Cabinet	\$	10.00	\$	5.00
Exhaust Fan	\$	10.00	\$	5.00
Lights	\$	5.00	\$	3.00

All doors in the unit - \$10.00/door. Switch plate & outlet covers - \$25.00 for unit. Ceiling fans - \$10.00 Additional woodwork in specified units, Kinglet, Conway, Cypress, Clearwater and Orlando - \$25.00 for the entire unit.

*** Item removal - \$50 per bag - \$100 per item for large items such as furniture

*** Extra heavy cleaning is rate above + 20% increase in rate

*** We use a third party cleaning company. These are the rates for cleaning as contracted. Prices do not include PA Sales Tax

We agree that by signing below Landlord and tenant agree that the additional addendum's marked with a "yes" are part of this lease agreement.

- YES RULES AND REGULATIONS
- YES LEAD BASED PAINT NOTICE
- YES SMOKE DETECTOR ADDENDUM
- YES FURNITURE ADDENDUM
- YES BASEMENT ADDENDUM
- YES MOVE-OUT ADDENDUM
- YES STATE COLLEGE BOROUGH ADDENDUM

Tenant (print) **Tenant (signature)** **Date**

Tenant (print) **Tenant (signature)** **Date**

Tenant (print) **Tenant (signature)** **Date**

Tenant (print) **Tenant (signature)** **Date**

Tenant (print) **Tenant (signature)** **Date**

Tenant (print) **Tenant (signature)** **Date**

Tenant (print) **Tenant (signature)** **Date**

Tenant (print) **Tenant (signature)** **Date**

Tenant (print) **Tenant (signature)** **Date**

Tenant (print) **Tenant (signature)** **Date**

Legacy Realty & Property Management, LLC Date
Landlord - Licensed PA Real Estate Broker

Tenant Notification Acknowledgement

This addendum will become a part of the original lease or rental agreement between Legacy Realty & Property Management, LLC and Tenant(s) of

Rental Unit Address: _____

This addendum certifies that the tenant(s) have been provided with all the required rental property information in accordance with *Section 803.3 of the Centre Region Building Safety & Property Maintenance Code, 2017 Edition*.

The tenant(s) have been provided with a copy of A READY REFERENCE FOR RENTERS ON SELECTED BOROUGH ORDINANCES at lease signing and in the move in packet upon date of lease commencement.

In accordance with the provisions of State College Borough Municipal Ordinance 2093, Legacy Realty & Property Management, LLC has provided the tenant(s) the following information in print form and it can be found on the internet by visiting <http://www.crcog.net/codes>.

- Maximum Occupancy for the residential property
- Maximum number of persons who can reside in the rental unit
- If the property is a student home
- Regulations regarding dogs (if present)
- Regulations regarding property maintenance
- Regulations regarding refuse, parking, weeds and removal of snow and ice from sidewalks
- Information on the handling of recyclable materials
- Specific information regarding the State College Division of the Health and Neighborhood Services and the Centre Region Code Administration
- Fire Safety Certification
- Regulations regarding tampering with fire protection equipment
- Notification in writing of all scheduled inspections a minimum seven (7) calendar days prior to scheduled inspection date
- Notice of regulations regarding roof occupancy and possible penalties
- Notice of regulations regarding unsanitary conditions in rental properties, regulations and possible penalties

All tenants on a lease shall sign the acknowledgement and return it to Legacy Realty & Property Management, LLC.

As stated in State College Borough Municipal Ordinance 2093 any tenant or owner failing to execute the acknowledgement shall be in violation of *Section 803.3 of the Centre Region Building Safety & Property Maintenance Code, 2017 Edition*, and subject to the penalties set forth in *Section 106.3 of the Centre Region Building Safety &*

Property Maintenance Code, 2017 Edition. Neither the owner nor the tenant(s) shall be responsible for any other party's failure to execute the acknowledgement.

Acknowledgment: I/We acknowledge that I/We have read this addendum and it places a duty upon me/us to read the provided material or visit the provided website.

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LRPM representative (print)	LRPM (signature)	Date
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Smoke Detector/Fire Extinguisher Addendum

NOTICE: THIS DOCUMENT PLACES A DUTY UPON THE RESIDENT TO REGULARLY TEST THE SMOKE DETECTOR(S) AND REPORTS ALL MALFUNCTIONS TO OWNER OR MANAGEMENT AGENT IN WRITING.

This addendum dated: _____ will become a part of the original lease or rental agreement between Legacy Realty & Property Management, LLC and Tenant.

Smoke Detector: You acknowledge that as of this date, the Residence is equipped with one or more smoke detector(s); that you have inspected the smoke detectors and that you find them to be in proper working condition.

Fire Extinguisher: You acknowledge that as of this date, the residence is equipped with one or more fire extinguishers; that you have checked the fire extinguisher(s) and they are currently inspected and charged.

Repair: You agree that it is your duty to regularly test the smoke detector(s) and agree to notify the owner or owner's agent immediately in writing or by phone of any problems, defects, malfunction or failure of the smoke detector(s). You agree to visually check the fire extinguisher for a satisfactory charge and agree to notify the owner or owner's agent if the fire extinguisher has been used for any reason and needs to be recharged.

Maintenance: (A) you agree to replace the smoke detector batteries at any time the batteries becomes unserviceable.

(B) If after replacing the batteries, the smoke detector will not operate, you must inform owner or owner's agent immediately.

Replacement: You agree to reimburse owner or owner's agent upon request for the cost of a new smoke detector or fire extinguisher and the installation there of in the event the existing smoke detector or fire extinguisher becomes damaged by you or your guests. You agree to reimburse owner or owner's agent the cost upon request for the recharging of the fire extinguisher in the event it has been used for any purpose other than to extinguish a fire.

Disclaimer: You acknowledge and agree that owner or owner's agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detectors or fire extinguishers. You assume full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the operation, malfunction or failure of the smoke detectors or fire extinguisher(s).

Owner or owner's agent, whether oral or implied, or otherwise, has made no representations, warranties, undertaking or promises, its agents or employees to you regarding said smoke detector(s)/fire extinguisher(s) or the alleged performance of the same. Owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s)/fire extinguisher(s) including express or implied warranties.

Owner or agent shall not be liable for damages, losses and or injuries to person(s) or property caused by (1) malfunction or failure of the smoke detector(s)/fire extinguisher(s), (2) Your failure to notify owner of any problem, defect, malfunction or failure of the smoke detector(s)/fire extinguisher(s), (3) Theft of the Fire extinguisher(s)/ smoke detector(s) or it's serviceable battery and or (4) false alarms produced by the smoke detector(s).

Entire Agreement: The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s)/fire extinguisher(s) in the above referenced residence. Any agreement that in any way varies the terms of this addendum shall be completely void unless such agreement is in writing and signed by both parties.

Term: The term of this addendum shall be the same term as the lease agreement, renewal lease or extension of the rental.

Acknowledgment: I/We acknowledge that I/We have read this addendum and it places a duty upon me/us to regularly test the smoke detector(s) and inspect the fire extinguisher(s) and report all malfunctions of the same to lessor or agent in writing.

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