



LEASE

OG - (7/17/2025)

SUMMARY OF LEASE TERMS:

Name of Apartment Community: Campus Apartments

Date: _____

Address of Apartment Community: _____

Resident Name(s): _____ ("you" or "your")

Landlord: _____ ("us", "we" or "our")

Management: _____ ("Management")

Management Office Address: _____

Lease Term: Starting Date: _____ (beginning at 12:00pm) Ending Date: _____ (expiring at 12:00pm)

Lease Type: ☒ By the Unit (Joint and Several Lease) or ☐ By the Bed (Individual Lease)

Unit Type: # _____ Bed(s)/Bedroom(s) # _____ Bath(s)

Premises: Apartment # _____; Bedroom # _____ (if applicable)

SUMMARY OF RENT, FEES & DEPOSITS:

No additional fee, security deposit, or rent shall be charged unless it is listed below or incorporated into this Lease by way of a separate addendum after execution of this Lease. This does not include any penalty fees or charges incurred as a result of a violation of the terms of the Lease including, but not limited to, late fees, insufficient funds or failure to obtain insurance, which are set forth in the Lease.

Base Rent for the Lease Term: \$ _____, payable in equal monthly installments of \$ _____

Additional Monthly Fees / Additional Rent (If Applicable):

Monthly Parking Fee: \$ _____

Monthly Pet Rent: \$ _____

Premium Unit Fee: \$ _____

Monthly Storage Fee: \$ _____

Monthly Utility Fee: \$ _____

Monthly Furniture Fee: \$ _____

Laundry Fee: \$10.00

Conservation Fee: \$ _____

Valet Trash Service Fee: \$ _____

Academic Term Lease Fee: \$ _____

Total Monthly Installment of Base Rent, Fees and Additional Rent: \$ _____

Initial Fees, * Deposits and/or Costs (If Applicable):

Application(s) Fee*: \$45.00

Administration Fee*: \$175.00 Due Date: / /

Security Deposit: \$ Due Date: / /

Early Move-In Fee: \$ _____

Pet Fee: \$ _____

Pet Deposit: \$ _____

Amenity Fee: \$ _____

Reservation Fee: \$ _____

Utility Administration Fee:**\$66.00

First Month's Rent: \$ Due Date: / /

Last Month's Rent: \$ Due Date: / /

Transfer Fee: \$ _____

*Fees are per person **Annual fee.

Resident Initials: _____



This Lease is made and entered into this ____ day of _____, 20____, by and between Landlord and Resident, upon the terms and conditions stated below. Any capitalized terms used in this Lease, but not otherwise defined, will have the meaning set forth in the Summary of Lease Terms above.

1. RENT.

a. You will pay to Landlord Base Rent for the Lease Term in the amount of \$____, payable in advance, in equal monthly installments of \$____. Base Rent and all incidental charges, fees, penalties or other amounts that may be due and payable from you under this Lease will together be referred to in this Lease as "Rent". Rent will not be prorated for partial months except as indicated for First Month's Rent and/or Last Month's Rent under Initial Fees above. You understand that the full amount of Rent is due even though the Lease Term is less than 365 days.

Your Rent does NOT include the following utilities which you must pay separately to the utility provider as detailed herein:
☐ Electricity; ☐ Gas; ☐ Heating Oil; ☐ Water; ☐ Sewer; ☐ Trash; ☐ Internet; ☐ Cable. You acknowledge that no portion of the rent is intended to pay for any portion of the checked utilities that are attributed to your Unit.

b. You will pay a full Monthly Installment of Rent before you move in to cover the part of Rent from the Starting Date through the last day of that month. Your next monthly installment of Rent will then be due on or before the 1st day of the second month of the Lease Term. For subsequent months, you will pay us the monthly installment of Rent on or before the 1st day of each month, in advance, and without us having to make a demand for payment. However, we also reserve the right to collect the last monthly installment of Rent before you move in. Rent is payable at the Management Office Address listed above (or at such other place of which we notify you in writing). For your convenience, the bills sent to you by our third-party billing provider will also list your rent and related charges. You have no right to withhold Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages against us. We can require that all money payable to us is to be paid by electronic payment through the Resident Portal to the extent permitted by law. You will be responsible for any fees in connection with electronic payments to the extent permitted by law. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations. Rent is payable for the entire Lease Term, regardless of whether you vacate the Premises before the Ending Date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents or poor health.

c. Regardless of whether it is a holiday or weekend, all monies due but not received by close of business on the 5th day of the month are considered late. If any portion of your monthly payment is not received by the above date, you will be assessed an initial late fee of ☐ \$____ plus \$____ per day or ☒ 10% percent of outstanding balance beginning on the above date until the date paid, or ☐ ____ percent of outstanding balance beginning on the above date plus \$____ per day until the date paid. We will not charge late fees in excess of \$____ per month. You also agree to pay either ☐ [a service fee of \$50.00 for each NSF or rejected automated clearing house draft plus the above late fees] or ☐ [a fee equal to 1% of the face value of the check plus an additional fee equal to the fee charged by the bank to Management plus the above late charges until we receive acceptable payment].

d. At our option, we can accept a partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder, regardless of whether or not you have made notations on money orders and regardless of when the obligation came about.

e. You are liable for all costs or charges associated with us providing special services to you or on your behalf and for all fees or fines as described in this Lease, all Addenda to this Lease and the Resident Handbook.

f. Rent may be increased due to the addition of any or all of the Additional Monthly Fees during the Lease term, or any other amendment to this Lease that requires a reoccurring monthly payment, which shall be treated as additional rent.

g. At our option, and without notice to you, any money that we receive from you can first be applied to any outstanding charges (including but not limited to late fees, damage or repair charges, fines, utility overages, etc.) that you owe us and then to the current monthly installment of Rent, regardless of whether or not you have made notations on money orders and regardless of when the obligation came about. If the payment you make does not cover the total charges outstanding, then you will immediately pay the difference, plus any late fees.

2. LEASE TERM. The Lease Term starts on the Starting Date at noon and ends at noon on the Ending Date. You do not have any right to renew this Lease and this Lease automatically terminates on the Ending Date. You cannot occupy your Premises until we receive all Rent required to be paid before you move in and have completed and executed lease documents and the Guaranty, if required. Even if we cannot provide the Premises to you when we are supposed to, we will not be liable to you for damages because of the delay. However, no Rent will be due for the period in which you were unable to occupy the Premises. Until we can provide the Premises to you, we may relocate you to another Bedroom and/or Apartment, as the case may be, in the Apartment Community or another facility. If we cannot provide the Premises to you, or you are not relocated, within thirty (30) days of the Starting Date, then you will have the right to terminate this Lease by giving us written notice before we provide the Premises to you, and upon such termination we will refund any Security Deposit and any Rent previously paid by you. Except as set forth in this Section, no other remedy is available to you, and you waive your right to any other remedy.

Resident Initials: _____



3. PREMISES DESCRIPTION. This Lease is between you and us. We agree to Lease to you, and you agree to Lease from us, the "Premises". If "By the Bed" is the Lease Type checked in the Summary of Lease Terms and you are leasing a Bedroom as specifically identified in the Summary of Lease Terms, then the Premises is defined as including each of the following:

- a. Your sole use of the Bedroom and Bathroom (if the Apartment has separate bathrooms for each bedroom) in the Apartment;
- b. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom, and, within the Apartment Community, those areas to which all residents have general access);
- c. Your sole use of the furniture within the Bedroom (if provided by us); and your joint use of all appliances and furniture within the Common Areas of the Apartment;
- d. Your joint use of the mailbox and your sole use of the Assigned Parking if one or both have been assigned to you. If the postmaster serving the Apartment Community has instituted or begins during this Lease "single drop delivery," we will place your mail in the mailbox, but assume no liability and you release us from liability for misdelivery, delays in delivery, failure of delivery or lost or damaged packages, envelopes or any other type of mail delivery. At the Ending Date, you will notify the U.S. Postal Service to forward your mail to such address as you may specify. We have no obligation to forward your mail.

If "By the Unit" is the Lease Type checked in the Summary of Lease Terms, then the Premises is defined as the entire Apartment and any references in this Lease to "Bedroom" means the entire "Apartment".

4. BEDROOM AND UNIT ASSIGNMENT. At our option, we may not assign a rental space at the time of the execution of this Lease. You expressly understand and agree that our failure to assign a rental space at the time of the execution of this Lease will not relieve you of your responsibilities under this Lease. You agree that this Lease will remain effective so long as we are able, on or before the Starting Date, to assign a rental space similar to the one otherwise specified in this Lease to you. We have the right to assign a roommate to any unoccupied bedroom in the Apartment before or during the Lease Term without notice. While we will not act arbitrarily, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in the same or another Apartment Community, upon fifteen (15) days' written notice to you.

a. If this Lease is signed by you, listing only the Unit Type and not an Apartment or Bedroom, we may at a time deemed appropriate by us, assign you an Apartment or Bedroom, as the case may be. To the extent practical in our sole judgment, we will try to honor requests for a specific Apartment or Bedroom. However, if we cannot accommodate your request this does not release you from your obligations under this Lease. You understand that your Rent may be increased or decreased from the Rent listed above due to premiums assessed for location, view or other value added or lost variations from the basic Unit Type requested. You understand that if this Lease is signed by you listing only the Unit Type and not an Apartment or Bedroom that the Lease is subject to availability. We cannot guarantee the availability of the Unit Type you have leased.

5. USE/OCCUPANTS. Only you can live in the Premises. It will be used only as a private residence and for no other purpose. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate this Lease. If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable, but that person could be in default under their Lease. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPATIBILITY OR CONDUCT OF ANY ROOMMATES PLACED IN THE APARTMENT. IN NO EVENT ARE WE LIABLE FOR ANY DAMAGES WHETHER DIRECT OR INDIRECT, GENERAL OR SPECIFIC, ARISING OUT OF, OR RELATING TO, THE CONDUCT OF ANY OF YOUR ROOMMATES.

6. GUARANTY. At our option, the sponsor's guaranty (the "Guaranty") provided to you must be signed and returned to Management by the earlier of (i) fourteen (14) days after the date of this Lease or (ii) the Starting Date. At our option, we may terminate this Lease and your right to possession of the Premises if the Guaranty is not timely signed and returned to Management. If we choose not to terminate this Lease at such time, you are in no way released from any of your obligations under this Lease; however, we still have the right to terminate the Lease at any time before we receive the fully executed Guaranty. The fact is that regardless of whether there is or is not a Guaranty, you still have to pay us Rent and are bound by all the other obligations of this Lease. The Guaranty is just an additional assurance to us that the Rent gets paid and the other obligations under this Lease get performed.

7. MOVE-IN. A "Resident Move-In Form" will be provided to you at the time that you move into the Premises. Within forty eight (48) hours from the day on which you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for damages and defects included on your "Resident Move-In Form", you accept the Premises, fixtures, appliances and furniture "as is" and "with all faults". WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES AND FURNITURE.

8. MOVE-OUT. No move-out will release you from your remaining obligations under this Lease. When you leave, whether on or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Bedrooms and Common Areas, must be clean and in good repair and condition. You must remove all trash and debris. You

Resident Initials: _____



must follow any move-out instructions provided to you by us. If you do not or if the Premises or any furniture or appliances have been damaged, you will be liable for the charges listed in the Resident Handbook or any move-out notice or such other reasonable charges to complete such cleaning, repair or replacement. You have the option to be present at the move-out inspection; if you are not, you agree to accept our assessment of damages and charges when we inspect.

a. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us.

b. Damage to your Bedroom and its furnishings is your sole responsibility; damage to the Common Areas and its furnishings and appliances are the joint and several responsibilities of all residents of the Apartment.

c. All keys must be returned to us. If all keys are not returned to us, you must pay all costs to re-key the Premises.

d. If you move out permanently prior to the Ending Date, you are not released from liability under this Lease (even if you turn in your keys) and we can apply your Security Deposit to your account. You will be responsible for monthly installments of Rent through the Ending Date. There is no early termination clause in this Lease.

9. HOLDOVER. If you still occupy the Premises past the Ending Date, you will be in violation of this Lease and will owe us two times the total Monthly Installment of Rent for the extra time that you stay in the Premises (payable daily in advance) plus, all of our damages, the damages of any contractor scheduled to perform work in the Premises and the damages of the person who could not move in because of your holdover.

10. ASSIGNMENT, SUBLETTING AND RELETTING. You cannot assign or sublease any part of your Premises to another person without our prior written consent, but the giving of our consent is at our sole judgment. Even if we agree to an assignment or sublease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more assignments or sublease will not be a waiver of our rights of consent in the future. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied to place a new resident in the unoccupied bedroom.

a. A reletting charge will be due if you (1) fail to move in or (2) move out before the Ending Date, or (3) are judicially evicted, or (4) have a Lease modification during the term of this Lease.

b. You will be liable for a reletting charge equal to 100% of the highest monthly installment of Rent during the Lease Term. In no event will we be required to relet your unit or bed space before leasing other available units or bed spaces in the community. No relet will be approved unless no monies are owed pursuant to this Lease. Additionally, you must complete a Relet and Release Acknowledgement, and you must abide by all provisions contained in that form. The reletting charge is not a cancellation or buyout fee and does not release you from your obligations under this Lease, including your obligation to pay Rent.

11. SECURITY DEPOSIT AND FEES. Once you sign the Lease application, you may be required to deposit

a. Security Deposit, at our option, (this may be in the form of an application deposit which is transferred over as the Security Deposit) with Management as partial security for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate this Lease). Among other items, any damage to the Premises, the cost of labor and materials for cleaning and repairs, and the amount of delinquent payments, late charges and other amounts you owe us under this Lease may be deducted from the Security Deposit. If, prior to the date of your moving out, the Security Deposit is reduced because we applied all or part of it to your unpaid obligations, you agree that within three (3) days after receipt of written notice from us, you will deposit with Management the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid obligations. If you have notified us of your forwarding address, you agree that we have the maximum number of days allowed by law to return any unused portion of the Security Deposit to you after the expiration or termination of this Lease. Along with that return, and so long as you do not owe us Rent at the time of your surrender of the Premises, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Apartment Community, your Security Deposit will be transferred to the new owner, and we will not have any further liability to you for the return of all or any portion of the Security Deposit – you must look to the new owner. The Security Deposit will be deposited at _____ in an ☐ [interest-bearing] ☒ [non-interest bearing] account. Any interest earned on the Security Deposit be paid in accordance with state law.

b. You will be responsible for paying the following charges (if applicable): unpaid rent; unpaid costs and fees for utilities; costs of repairs, replacements for damages you or others in the Premises have caused; replacement costs for our missing property or appliances; new batteries for smoke detectors or alarms; costs of cleaning beyond normal; costs of utility service calls to remove equipment that you should have turned in; our trips to open the Premises if you don't have your keys; unreturned keys or the cost of rekeying the Premises if all keys are not turned in; missing or burned out light bulbs; removing or rekeying unauthorized security devices or alarm systems; removing and storing property remaining in the Premises after your move-out; removing illegally parked vehicles; false alarm charges; charges for unauthorized animals; fines and fees for violation of our rules or any code or law; late payment, returned and/or refused payments; costs of removal of any unauthorized animal; costs of eviction (including legal fees, bonds, and court costs); and other sums due under this Lease.

c. In addition to the Security Deposit, at our option, you may be required to pay certain other deposits and fees to Management including but not limited to reservation fees, parking fees, pet fees, storage fees, utility fees, application fees, administration fees, activity fees, amenity fees, redecorating fees and such other fees and deposits listed in the Summary of Rent, Fees and Deposits.

Resident Initials: _____



The only purpose of the Reservation Fee is to place your name on a reservation list for an unspecified Apartment or Bedroom, as the case may be, in the Apartment Community, although this does not guarantee you any living arrangements. However, if we are unable to provide you an Apartment or a Bedroom, as the case may be, we will refund the Reservation Fee to you. If we can provide you with an Apartment or a Bedroom, as the case may be, the Reservation Fee is ours to keep. If we do not receive the Reservation Fee within fifteen (15) days after the date you sign this Lease, this Lease may be cancelled by us at our option.

12. UTILITIES. Utilities will be provided as set forth and in accordance with the terms and the limitations of the attached Utility Addendum. You and your roommates are jointly and severally liable for payment of utilities that are required to be paid by you and/or your roommates. All utilities may be used only for normal household purposes and must not be wasted. We will not be liable for any interruption, surge or failure of utility services (including internet access) to the Premises, or any damage directly or indirectly caused by the interruption, surge or failure.

13. APARTMENT COMMUNITY GUIDELINES. You must comply with all written rules and policies, including those defined in the Resident Handbook for the Apartment Community. The Resident Handbook and the rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time in our sole judgment. You will be notified of any significant changes pursuant to our normal notification protocols and by posting the revised handbook on the website. A violation of the Resident Handbook is a violation of this Lease. If you are a student at a College or University serviced by the Apartment Community, then you must also comply with all such College or University rules and regulations and student codes of conduct, which are also a part of this Lease. If you are a student at a College or University served by the Apartment Community, any violation of the College or University rules or regulations and student codes of conduct is a violation of this Lease.

14. MAINTENANCE, ALTERATIONS AND REPAIRS. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will maintain the Premises in a neat, clean and sanitary condition and free from pests and rodents. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in the wall for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us within ten (10) days after we send you an invoice for the cost of all repairs made necessary by you or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damage from waste water or plumbing stoppages caused by foreign or improper objects in lines and facilities serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this Section will continue after the Ending Date. Our repair costs may include a fifteen percent (15%) overhead charge.

a. You must not remove, disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under state law. After you move in you are responsible for keeping the smoke detector in working order. We can require that you pay in advance all costs relating to the replacement or repair of a security device if due to your misuse or damage.

b. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, or if a smoke detector is not properly functioning, the request to us must be in writing. In case of malfunction of utilities or damage by fire, water, or similar cause, or injuries, accidents or property damage occurring in the Apartment, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing immediately of: water leaks, electrical problems, carpet holes, broken glass, and any condition which you reasonably believe poses a hazard to health or safety. Once we receive the notice we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce Rent.

c. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

d. We are not liable to you for any inconvenience, discomfort, disruptions or interference with your use of the Premises when we are making repairs, alterations or improvements to the Premises, the Apartment or the Apartment Community. If you request any repairs that are required to be performed by us under this Lease, they will be done during our usual working hours.

15. INSURANCE. We are not liable to you for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, or surges or interruption of utilities: except to the extent that such injury, damage or loss is caused by our gross negligence. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you.

a. We do not insure the contents of your Apartment.

b. ADDITIONALLY, YOU [check one] ☒ ARE REQUIRED TO PURCHASE PERSONAL LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF \$300,000 ☐ ARE NOT REQUIRED TO PURCHASE PERSONAL LIABILITY INSURANCE. If required above, your insurance policy should include liability coverage and personal property coverage and you must provide

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sufficient proof of such insurance coverage and maintain that coverage. If Resident Fails to maintain active personal liability coverage or to provide us with proof, in the form of a declaration page, of that coverage, Resident will be assessed a Lease violation fee in the amount of \$35.00 per month for Failure to comply with this section. Even if personal liability insurance is not required, you are strongly encouraged to obtain personal property insurance.

You will look to your own insurance for recovery of any loss resulting from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, surges or interruption of utilities and/or other casualty. You release us from any and all such claims and you waive and release any right of recovery of insured claims by anyone claiming through you by way of subrogation or otherwise, including your insurer. You agree that your insurance carrier shall have no rights against us by way of subrogation or otherwise on account of any loss whatsoever. Your release and waiver remains effective even if you fail to obtain insurance. If you fail to obtain insurance, you bear the full risk of your own loss.

16. LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW YOU, FOR YOURSELF AND ALL OTHER PARTIES, RELEASE US FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND/OR DAMAGES FOR (i) LOSS OR THEFT OF YOUR AND ANY OTHER PARTY'S PERSONAL PROPERTY, (ii) ACCIDENTS OR INJURIES TO YOU, OR ANY OTHER PARTY, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY, AND/OR (iii) MOLD, MILDEW OR OTHER POTENTIALLY HEALTH AFFECTING SUBSTANCES OR CONDITIONS IN THE APARTMENT, EVEN IF CAUSED IN PART (BUT NOT IN WHOLE) BY OR RELATED TO OUR NEGLIGENCE. YOU ASSUME FOR YOURSELF AND ANY OTHER PARTIES, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK. WE ARE NOT OBLIGATED TO PROVIDE ANY HEALTH OR MEDICAL CARE TO YOU OR TAKE ANY ACTION WITH RESPECT TO ANY MEDICAL CONDITION, ALLERGY OR DIETARY PREFERENCES. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF LOSS, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, REMEDIATION COSTS AND EXPENSES OF WHATSOEVER KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL AND CONSULTING FEES, THAT WE MAY AT ANY TIME SUSTAIN OR INCUR BY REASON OF ANY AND ALL CLAIMS ASSERTED AGAINST US TO THE EXTENT THAT SUCH CLAIMS AROSE OUT OF OR AS A RESULT OF ANY BREACH OF THIS LEASE BY YOU OR BY OTHERS, OTHER THAN US.

17. LOSS. If in our sole judgment, the Premises, the Apartment Community or any part of the Apartment Community is materially damaged, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and deposit(s) less lawful deductions. If we determine not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there may be a reasonable reduction of Rent for the unusable portion of the Premises unless you were the cause of the damage. Alternatively, we may choose to relocate you to another apartment or even another comparable facility.

18. RIGHT OF ENTRY. We, and our respective agents, employees, repairers, servicers and representatives may, without notice or with notice in accordance with applicable law, at any time, enter the Premises for any reason that we deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any unoccupied bedroom in the Apartment for re-rental, to inspect the Apartment for the presence of mold or other conditions or to make repairs or remedy any violation of this Lease to the Apartment. Notwithstanding our rights, nothing in the preceding sentence or any undertaking by us under the preceding sentence (a) creates any obligation on us to perform any such inspections or any duty to act which otherwise would not be present or (b) releases you of your obligations to inspect, maintain, repair or report, or otherwise, under this Lease. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage). We can also enter the Premises, upon giving you prior notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. You are not allowed to install additional or alternate locks on the doors of the Apartment. Changing locks is expressly prohibited.

19. DEFAULT. You are in violation of this Lease if:

- a. You fail to pay Rent, or any other amount owed under this Lease when due;
- b. You violate this Lease or any Addenda to this Lease, the Resident Handbook, any other Apartment Community rules and policies or any laws, codes or ordinances;
- c. Any of the utilities, which are payable by you or the other residents of the Apartment are disconnected or shut off because of nonpayment;
- d. You fail to move into the Premises or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you have not been in the Bedroom for five (5) consecutive days);
- e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- f. You are arrested for any offense involving actual or potential physical harm to a person or property, or possession, use, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia;

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- g. You engage in or permit (i) any drug related criminal activity, (ii) any activity that endangers the health or safety of other residents, (iii) any activity that, in Landlord's sole judgment, is injurious or harmful to the Apartment Community or its reputation, (iv) the possession or use of any weapons in the Apartment or the Apartment Community, or (v) any act of violence in your Apartment; or the Apartment Community;
- h. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease, any Addenda to this Lease or the Resident Handbook; or
- i. You allow a previously evicted resident or occupant to reside in your Apartment.

20. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than as provided in this Section) in addition to other remedies allowed by law:

- a. Collect any fine imposed under this Lease, any Addenda to this Lease or the Resident Handbook;
- a. Sue to collect past due Rent and any other damages we have incurred because you violated the Lease;
- b. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date or until another person that we approve and accept in writing takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);
- c. Terminate your right to occupy the Premises but not terminate this Lease nor end your monetary obligation for the Premises;
- d. Terminate this Lease and your right to occupy the Premises and institute an action for eviction;
- e. Report all violations to credit reporting agencies as permitted by law; and,
- f. Do any combination of the above named remedies or any other remedies allowable at law or in equity.

In addition to the foregoing remedies, if you commit any violation of Section 19, paragraph f. or g. of this Lease, we can immediately require you to vacate the Premises within 24 hours after notice from us.

The Landlord shall have the option to cancel this Lease in the event of any default for any prior Lease period upon written notice to Tenant.

21. CUMULATIVE REMEDIES. The exercise of any remedy by us will not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to vacate the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

22. COSTS AND FEES. In the event we bring an action against you because you violated this Lease, we can recover all costs or fees we incur, including reasonable attorneys' fees, as part of any judgment (except in Arizona and Florida where the prevailing party may be awarded reasonable attorney's fees).

23. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any lender(s) on the Apartment Community will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership of the Apartment Community, it can, at its discretion, end this Lease or elect to continue this Lease in which event you will recognize such Lender as your Landlord hereunder. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Apartment Community. Upon written notice from a Lender, you will pay your Base Rent and other amounts payable under this Lease to such Lender.

24. SALES. Any sale of the Apartment Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of the landlord from and after the date of such sale.

25. RESIDENT INFORMATION. If you or the Guarantor have supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information about you or your rental history for law enforcement, governmental or business purposes, you agree that we are permitted to provide it.

26. GENERAL. Timing is very important in the performance of all matters under this Lease. Time is of the essence of this Lease. Your execution of this Lease confirms that neither we nor any of our representatives have made any representations or agreements. This Lease is the entire agreement between you and us. We make no representations or warranties that all residents of the Apartment Community will be students. All amenities (including cable TV) at the Apartment Community are provided as a privilege and license granted by the Landlord and do not constitute a contractual right except as otherwise provided in the Lease. Landlord may change the character of, close or discontinue any amenity based upon the needs of the Landlord and at Landlord's sole and absolute discretion without notice, obligation, or recompense to Resident. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to enter into, waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us. All Lease obligations are to be performed and enforced in the county where the Apartment Community is located, and the law of the State in which the

Resident Initials: _____



Apartment Community is located will govern. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights will not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate all or any part of this Lease. If any part of this Lease is not valid or enforceable, it will not invalidate the remainder of this Lease. If more than one person signs this Lease, then the liability of all such persons to us will be joint and several and references to "Resident" or "you" in this Lease will be deemed to include all such persons that sign this Lease or may otherwise be accountable for and responsible for your actions or inactions. In addition, for the purposes of this Lease, the reference to "you" with respect to any defaults, violations or liabilities of the Resident or with respect to any disclaimers of liability, indemnities, waivers or releases from the Resident, will mean "you", "your guest(s)", "your family member(s)", "your invitee(s)", and "any other parties related to you or who are at the Apartment Community or the Premises because of you". For purposes of this Lease, all references to "we" in any disclaimers of liability, releases, waivers or any indemnities by you will mean, and be in favor of, us, Management, and any employees, officers, directors, members, affiliates, successors and assigns of us, Management and any of them. This Lease may be executed electronically, by facsimile or PDF and in counterparts.

27. LIABILITY OF LANDLORD. If we violate this Lease, you waive any right to damages (and those of anyone else) which exceed our equity in the Apartment Community, but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it.

28. SAFETY. YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHERS' SAFETY AND SECURITY. READ THE SAFETY GUIDELINES CONTAINED IN THE RESIDENT HANDBOOK. NONE OF OUR SAFETY MEASURES ARE AN EXPRESS OR IMPLIED WARRANTY OF SECURITY OR ARE A GUARANTEE AGAINST CRIME OR OF A REDUCED RISK OF CRIME. WE ARE NOT LIABLE TO YOU FOR INJURY, DAMAGE, OR LOSS TO PERSON OR PROPERTY CAUSED BY CRIMINAL CONDUCT OF OTHER PERSONS INCLUDING THEFT, BURGLARY, ASSAULT, VANDALISM, OR OTHER CRIMES OR YOUR PERSONAL CONFLICT WITH YOUR ROOMMATES, OR ANY OTHER REASON. WE ARE NOT OBLIGATED TO FURNISH SECURITY PERSONNEL, SECURITY LIGHTING, SECURITY GATES OR FENCES, OR OTHER FORMS OF SECURITY AND WE CAN DISCONTINUE ANY OF SUCH ITEMS PROVIDED AT ANY TIME WITHOUT NOTICE. YOU UNDERSTAND THAT WE HAVE NOT MADE ANY REPRESENTATIONS, EITHER WRITTEN OR ORAL, TO YOU CONCERNING THE SAFETY OF THE APARTMENT COMMUNITY OR THE PREMISES OR THE EFFECTIVENESS OR OPERABILITY OF ANY SECURITY DEVICES OR SECURITY MEASURES AT THE APARTMENT COMMUNITY OR THE PREMISES. YOU UNDERSTAND THAT WE DO NOT WARRANT NOR GUARANTEE THE SAFETY OR SECURITY OF YOU AGAINST ANY CRIMINAL, TORTIOUS OR WRONGFUL ACTS OF ANY PERSON. YOU UNDERSTAND THAT SECURITY DEVICES OR MEASURES MAY FAIL OR BE THWARTED BY CRIMINALS OR BY ELECTRICAL OR MECHANICAL MALFUNCTIONS. THEREFORE, YOU UNDERSTAND THAT YOU SHOULD NOT RELY ON SUCH DEVICES OR MEASURES AND SHOULD TAKE STEPS TO PROTECT YOU AND YOUR EXISTING PROPERTY AS IF THESE DEVICES OR MEASURES DID NOT EXIST. YOU AGREE TO IMMEDIATELY NOTIFY US OF ANY MALFUNCTIONS INVOLVING LOCKS, DOORS, PROTECTIVE DEVICES OR WINDOWS IN WRITING. YOU, FOR YOURSELF AND ALL OTHER PARTIES, HEREBY RELEASE ALL, AND COVENANT NOT TO SUE US, AND WAIVE ANY AND ALL LIABILITY OF, AND ALL CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTION AGAINST US WITH RESPECT TO ANY AND ALL PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY AND ALL OTHER OCCURRENCES SUFFERED BY YOU OR ANY RELATED OR UNRELATED PARTY AS A RESULT OF ANY CRIMINAL, TORTIOUS OR WRONGFUL ACT BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, ANOTHER RESIDENT OF THE APARTMENT COMMUNITY, BUT EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT BY US TO THE EXTENT PERMITTED BY LAW.

29. MOLD. Whether or not you experience mold growth in the Premises depends largely on how you manage and maintain your Apartment, and on your prompt notice to us of mold conditions. We will not be responsible for any injuries or damages to you or any other person relating to mold caused, in whole or in part, by your failure to clean and maintain the Premises as herein required, or to promptly notify us of conditions in need of repair or maintenance. You understand that the Apartment is subject to mold or mildew growth if not properly maintained or if excessive moisture is present. You agree to maintain the Apartment in a manner that prevents excessive moisture and the occurrence of mold or mildew growth in the Apartment. As part of your compliance with this general obligation, you agree to do the following:

- a. Keep the Apartment, including without limitation the kitchen and bathroom areas, clean and dry.
- b. Remove all moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as possible and within 24 hours.
- c. Use fans in the bathroom and/or open bathroom windows while showering or bathing and after the shower or bath until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated. After taking a shower or bath, all moisture should be wiped off the shower walls and doors, the bathtub and the bathroom floor. Hang up all towels and bathmats so they will completely dry.
- d. Use reasonable care to prevent outdoor water from penetrating into the interior of the Apartment via windows or otherwise.
- e. Use exhaust fans or open windows whenever cooking, dishwashing or cleaning to allow moisture to escape from the Apartment.
- f. Take all reasonable measures to control the moisture level in the Apartment.

Resident Initials: _____



g. On a routine basis, and at least once per month, visually inspect all areas of the Apartment for mold growth or signs of water damage and wetness.

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

i. Immediately report to Management orally and in writing any mold growth you find, identifying the location where found inside the Apartment.

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

If this is a renewal of your current Lease, then in that event, the terms and conditions of your current Lease will remain in full force and effect until the Starting Date of this renewal Lease.

30. ADDENDA. All Addenda to this Lease including, but not limited to, Utility Addendum, Internet Addendum, Parking Addendum, Storage Addendum, Guaranty Agreement Addendum, Pet Addendum, and Electronic Communication Addendum, are all considered to be a part of this Lease and are incorporated herein.

BY SIGNING THIS LEASE, YOU UNDERSTAND AND AGREE THAT WE MAY GIVE YOUR PERSONAL INFORMATION (SUCH AS YOUR EMAIL ADDRESS) TO SERVICE PROVIDERS FOR THE PURPOSE OF PROVIDING ON-SITE SERVICES TO YOU INCLUDING BUT NOT LIMITED TO PACKAGE DELIVERIES AND UTILITY SERVICES.

Resident's Name (Printed)

Management, as Agent for Landlord

Resident's Signature

Date

Date

Resident Initials: _____





campus apartments®

UTILITY ADDENDUM

Apartment Community: Campus Apartments

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Addendum will have the same meaning as given in the Lease.

1. UTILITY OPTION. For the following utilities you must select one of the following options. ☐ Electricity; ☐ Gas ☐ Water/Sewer. You acknowledge that no portion of the rent to be paid by you will pay for any portion of the checked utilities in the preceding sentence.

☐ Not Applicable

☐ You and your roommates contract directly with the local utility service provider and are fully responsible for the bills which will be sent to you by the provider. Management shall incur no liability for any roommates' failure to reimburse you for their share of utility bills. If all roommates in your unit do not agree to this option, then it shall automatically revert to the option below.

OR

☐ The account for service from the local utilities provider(s) will remain in Management's name. For your convenience, the utility provider's bills for service it provides to your unit will be divided equally based on the number of roommates and presented to you by our third-party billing provider. Our third-party billing provider functions as a billing provider, not a utility, in order to allow you to pay such bills without having to sign up for service with the utility service provider directly or having to collect payments from your roommates. Neither Management nor our third-party billing provider are providing or furnishing the utility service itself and the functions described herein are limited to dividing the utility provider's bill to each individual. Charges may include all utility and other miscellaneous charges included on the utility statement, that would be charged as though Resident were the customer of record, if allowed by the applicable laws.

Additionally, in order to assist you in paying such bills and to encourage conservation, Management shall pay the first \$_____ of your bill monthly. Any amounts billed to you by our third-party billing provider over this amount are your responsibility. Under this option, you will also be responsible to pay an annual \$66 administrative fee as described in more detail below.

Whether or not you elect the utility package option, all other provisions of this Addendum are applicable.

2. PAYMENT OF UTILITIES. Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs"), and the method of allocating the payment of utilities, services and costs will be as indicated below, with the method of allocation described in the key at the bottom of this page:

a. **Electric service and associated fees will be paid:**

☐ By Us entirely

☐ As described in Section 1 above based on your selection.

☒ By You, directly to the utility service provider

☐ By You, to reimburse us for our payment to the utility service provider, based upon:

☐ Submetering. If this is checked, YOUR PREMISES IS SUBMETERED to determine electrical usage. The bills you receive from us will be based on the usage measured by the submeter times the average costs per kilowatt hour (both amounts will be available to you at the manager's office during

Resident Initials: _____



reasonable business hours). Charges for consumption of electricity in the common areas of the Apartment Community (such as, but not limited to, the leasing office, the parking area, the pool and recreational areas) are paid by us and you will not be charged for them.

☐ Allocation. If this is checked, you will be paying for electricity based on an ALLOCATION of electrical costs to the Apartment Community. The method of allocating the cost among the apartments is the square footage of the living area of the Apartment as a percentage of the sum of (i) the square footage of living areas of all apartments, and (ii) the square footage of all heated and air-conditioned common areas. For this Apartment, the percentage is ____%. [alternatively – the submetered usage of the Apartment as a percentage of the sum of the submetered usage of all apartments]. This percentage is then multiplied by the product obtained by multiplying the metered billing units to be allocated by the respective period's average cost per kilowatt hour (both amounts will be available to you at the manager's office during reasonable business hours). This Apartment's average monthly bill for the previous calendar year was \$ ____.

b. Gas service and associated fees will be paid:

☐ By Us entirely
☐ As described in Section 1 above based on your selection.
☐ By You, directly to the service provider
☐ By You, to reimburse us for our payment to the utility service provider, based upon an allocation of the cost among the apartments equal to the square footage of the living area of the Apartment as a percentage of the sum of (i) the square footage of living areas of all apartments, and (ii) the square footage of all heated common areas. For this Apartment, the percentage is ____%. This percentage is then multiplied by the product obtained by multiplying the metered billing units to be allocated by the respective period's average cost of gas per ____ cubic feet (both amounts will be available to you at the manager's office during reasonable business hours). For this Apartment's average monthly bill for the previous calendar year was \$ ____.

c. Heating Oil service and associated fees will be paid:

☐ By Us entirely
☐ As described in Section 1 above based on your selection.
☐ By You, to Us as reimbursement for our payment to the utility service provider, based upon the cost among the apartments for the Heating Oil with the following methodology:
☐ actual occupants
☐ ratioed occupancy
☐ average occupancy
☐ combination of square footage and occupancy
☐ ratio of submetered hot and cold water for the Apartment to the total
☐ full capture submetering

d. Water/Sewer service and associated fees will be paid:

☐ By Us entirely
☐ As described in Section 1 above based on your selection.
☒ By You, to Us as reimbursement for our payment to the utility service provider, based upon the cost among the apartments for the water/sewer with the following methodology:
☐ actual occupants
☒ ratioed occupancy
☐ average occupancy
☒ combination of square footage and occupancy
☐ ratio of submetered hot and cold water for the Apartment to the total
☐ full capture submetering

Additionally, in order to assist you in paying such bills and to encourage water conservation, Management shall pay the first \$ ____ of your water/sewer bill monthly. Any amounts billed to you by our third-party billing provider over this amount are your responsibility. Under this option, you will also be responsible to pay an annual \$66 administrative fee as described in more detail below.

e. Trash service and associated fees will be paid:

☐ By Us entirely
☐ By You, directly to the service provider
☐ By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the trash service charges times an allocation formula equal to one of the following methods:

Resident Initials: _____



- ☐ actual occupants
- ☐ ratioed occupancy
- ☐ average occupancy
- ☐ combination of square footage and occupancy
- ☒ Flat rate of \$5.00 per occupant

f. **Cable service and associated fees will be paid:**

- ☐ By Us entirely,
- ☐ By You, directly to the service provider, should you elect to establish service
- ☐ By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the cable service charges times an allocation formula equal to one of the following methods:

- ☐ actual occupants
- ☐ ratioed occupancy
- ☐ average occupancy
- ☐ combination of square footage and occupancy

With respect to prior cable service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$____. During that calendar year, the highest cable service bill for an apartment was \$____ and the lowest bill was \$____.

g. **Internet service and associated fees will be paid:**

- ☐ By Us, entirely
- ☐ By You, directly to the service provider, should you elect to establish service
- ☐ By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the internet service charges times an allocation formula equal to one of the following methods:

- ☐ actual occupants
- ☐ ratioed occupancy
- ☐ average occupancy
- ☐ combination of square footage and occupancy

With respect to prior internet service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$____. During that calendar year, the highest internet service bill for an apartment was \$____ and the lowest bill was \$____.

h. **Local telephone service and associated fees will be paid:**

- ☐ By Us entirely
- ☒ By You, directly to the service provider, should you elect to establish service
- ☐ By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the local telephone service charges times an allocation formula equal to one of the following methods:

- ☐ actual occupants
- ☐ ratioed occupancy
- ☐ average occupancy
- ☐ combination of square footage and occupancy

With respect to prior local telephone service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$____. During that calendar year, the highest local telephone service bill for an apartment was \$____ and the lowest bill was \$____.

You and the other residents of your Apartment must separately pay for all charges, taxes and fees and provide required deposits for all utilities not listed above, as well as those paid by you directly to the service provider and those paid by you to us or our billing company.

In addition, you will be responsible to return on or before the ending date of the Lease all equipment related to television or internet or telephone services provided by Landlord or the service provider including, but not limited to, set top boxes, remote controls and cords and connectors. These items must be returned to the Landlord in undamaged and functioning condition or proof that the items have been returned directly to the service provider. You will be responsible for any costs for failure to comply with this requirement.

Before allocating the owner's utility bills to Residents, a predetermined percentage will be deducted to account for the portion attributable to common.

Resident Initials: _____



3. At our option, we may bill for services provided by local utility providers either through a billing company or directly by us. If you elect to have these various utility and service accounts remain in the name of Management, then for such services billed directly by our billing company, you will be charged an amount equal to \$66 on the date the Lease starts (or at the first billing for utility reimbursement, at the discretion of Management). This annual fee is for administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by us for entire school year. You must make payment in full of the various utility and service reimbursement charges to us or the billing company prior to the due date listed on each bill. You will be charged for the full period of the time from the commencement date of the Lease until its expiration date, regardless of whether you physically occupy the unit. You agree that Management may estimate any and all charges above upon your move-out (and such amounts shall be deemed final). The billing period for the utility bill will generally be the 1st to the 31st of the month or the billing period of the local utility. Whether or not we bill you directly or through a billing company, you agree that the actual cost to us and/or our billing company when you fail to pay the utility and service reimbursement billings on time is difficult or impossible to determine, but you agree that in the event of a late payment, we or our billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, you agree that if the payment is received after the stated due date, you will immediately pay a late payment in the amount of \$15.00, which is a reasonable estimate of the costs incurred. Regardless of whether we bill you directly or through a billing company, payments for reimbursement of your utility and service charges billings are due each month. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle Management to exercise all remedies available under the Lease.

4. Management will have sole discretion to select the utility providers, except where prohibited by law. The billing for services provided to you by that provider will be sent to you by a billing company. You acknowledge that the billing company is not a public utility and that neither we nor the billing company will provide or furnish you with any utility service. Any disputes related to the computation of your bills will be between you and us.

5. General Information:

a. In the event that you are paying to us (as opposed to the utility provider) then any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility service provider. Please call the manager to discuss this.

b. We will typically read submeters.

c. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utility providers from the prior billing period and for all billing periods during the last 12 months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your submeter readings and the readings from our master meter; and (v) submeter test results for the current month and the prior 12 months; and (v) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.

d. We will use our reasonable efforts to repair reported leaks and broken submeters within 7 days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within 7 days after we become aware of the issue.

e. You must not allow service for electricity, water, wastewater or gas to be terminated during the term of your Lease. If allowable under the law and if the respective utility account is in your or one or more of your roommates names, you may be able to change your utility provider; however, (a) all roommates must agree on that provider or you will be required to use the same provider used for the Project, and (b) you must give us written notice of such change within ten (10) days after you elect to change providers. You are liable for all costs to change providers and all costs to return the utility to our provider at the end of the term (if you fail to return it to our name, we can charge you a fee of up to \$75 plus all other costs necessary to return to our provider). You are liable for all of your unpaid utility bills through the termination of your Lease, which liability shall survive such termination.

6. Payment for your respective utilities is due upon receipt of your bill from us or the third-party billing provider. In order to avoid late fees, all amounts are due by or before the 1st Day of the monthly billing cycle. You are required to pay the amount due to the same place that you make your regular Rent payments. If your payment is late, if your check doesn't clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees and other remedies under this Lease are available to us.

7. Unless you elected to have these various utility and service accounts remain in the name of Management, all utility and service accounts in your name or your roommate's name must remain on, in your name, through the Ending Date regardless of whether you have moved out, except and unless you have sublet the Premises pursuant to Section 10 of this Lease. Refusal to maintain utility service in your name will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.

Resident Initials: _____



8. If Resident fails to place all applicable utilities in Resident's name as of the starting date or at any time thereafter during the lease term, and Landlord is subsequently charged with utility charges attributable to Resident's occupancy, then Resident shall be issued (and shall pay) a bill for such services by Landlord or the billing provider (which shall include a service charge in the amount of \$75 on each occasion); such service charge is used to compensate Landlord for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid and other administrative costs. Resident and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.

9. If local telephone is paid by us, you agree to reimburse us for all charges, taxes and fees associated with long distance telephone calls, additional or private lines and telephone calls to directory assistance. In addition, if local telephone service is paid by us, you agree not to access, use or order any service that may result in charges assessed to or costs incurred by us, including, but not limited to, acceptance of collect calls, third party billing, or any service (including calling cards) which may be billed to the telephone number furnished to you. If you are in violation of the Lease or of a local carrier's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue telephone service to the Premises.

10. If you want additional telephone lines, additional cable channels or alternative providers of telephone, cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above-mentioned services. The installation of a satellite dish requires our prior written approval.

11. We may furnish to the Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider and/or university network. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to our internet service. We are not responsible for the purchase of these items, and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's or university network's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Premises.

12. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this addendum and the Lease and will entitle Management to exercise all remedies available under the Lease.

13. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of Management or its employees. You release us from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

14. Should any provision of this addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue, and we have failed to cure such matter within a reasonable time after receipt of your notice.

Management, as Agent for Landlord _____ Date _____

Resident _____ Date _____

Resident Initials: _____





campus apartments®

ELECTRONIC COMMUNICATION ADDENDUM

Apartment Community: Campus Apartments

Resident:

LANDLORD ELECTION:

Notices from a Resident may contain time-sensitive information about the Resident's housing. The election to receive notices from the Resident by e-mail is voluntary.

☒ I, the Landlord, by Management, as Agent for Landlord, agree to receive notices required by the rental agreement or under any applicable law, from the Resident by e-mail. I designate the following e-mail address for receipt of notices from the Resident:

_____.

☐ I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by upon delivery of such written notice and does not affect providing written notice to the Resident which is effective the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the Resident specifying the new e-mail address, which takes effect upon delivery of such notice.

RESIDENT ELECTION:

Notices from a Landlord may contain time-sensitive information about a Resident's housing. The election to receive notices from the Landlord by e-mail is voluntary.

☒ I, the Resident listed above, agree to receive notices required by the rental agreement or under any applicable law, from the Landlord by e-mail. I designate the following e-mail address for receipt of notices from the Landlord:

_____.

☐ I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the Landlord which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the Landlord specifying the new e-mail address, which takes effect upon delivery of such notice.

Resident's Acknowledgment

By executing this Addendum, Resident acknowledges that they have elected to receive notices from the Landlord by e-mail voluntarily. If Resident needs to update their e-mail address on record, they will contact the leasing office or update it through ResidentPortal.

If you do not agree with the Resident's Acknowledgment, do not sign and contact the leasing office.

Resident Initials: _____



Landlord's Acknowledgment

By executing this Addendum, Management, as Agent for Landlord, acknowledges that they have elected to receive notices from the Resident by e-mail voluntarily. If Landlord needs to update their e-mail address on record, they will provide the Resident with the updated e-mail in writing.

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.

This Addendum is incorporated into and is part of the Lease.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





INTERNET ADDENDUM

Apartment Community: **Campus Apartments**

Resident: _____

☐ Not Applicable

NETWORK ACCESS POLICY.

Internet access will be provided to the Apartment Community as an amenity by a company selected by Management in its discretion ("Provider") that may, from time to time, supply content, software or information service to the Premises or the Apartment Community through Provider's integrated communications and/or Internet wired or wireless access system ("System"). We may, at our discretion, from time to time change the Provider and make changes to the System. As an integrated communications provider, Provider offers its clients the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. We want you to be informed of your rights and obligations -- and those of Provider and Management -- in connection with your use of the System and the Internet. The following policy ("Policy") is intended as a plain English guide to those rights and obligations.

1. The fundamental fact about the Internet is that no one --neither Provider, Landlord, Management, you nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire, and, in the information, they disseminate to others. When you obtain information through the Internet, you must keep in mind that we cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that you may acquire. For this reason, you must exercise your best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because we cannot monitor and censor the Internet, and will not generally attempt to do so, we cannot accept any responsibility for injury to or damages suffered by you or other users of the System that results from inaccurate, unsuitable, or offensive Internet communications.

2. When you disseminate information through the Internet, you must keep in mind that we do not review, edit, censor, or take responsibility for any information you or other users may create. This places on you what will be, for most, an unfamiliar responsibility. When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information you create is carried over Provider's System and may reach a large number of people, including both clients and nonclients of Provider, you and other users' postings to the Internet may affect other users and may harm our goodwill, business reputation and operations. For these reasons, you violate this Policy when you engage in any of the following activities. Such violation by you constitutes a default by you under this Lease.

a. Spamming -- Unsolicited, commercial mass e-mailing is an illegal and strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Provider, but also because it can overload the System and Provider's equipment and disrupt service to Provider's clients.

b. Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer and can involve us in litigation and possible loss of reputation. For the avoidance of doubt this includes, but is not limited to any form of downloading, uploading or peer to peer file sharing of copyrighted material.

c. Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.

d. Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against us, whose facilities were used to distribute the defamatory material.

e. Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.

f. Distribution of Internet Viruses, Worms, Trojan Horses, and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.

g. Illegal activities-Any activity that is in breach of any law or regulation

h. Export Control Violations -- The law limits the ability of persons to export encryption software, or any other form of Export Controlled digital material, over the Internet or otherwise, to points outside the United States.

i. Other Activities whether lawful or unlawful, that we determine, and so notify you, to be harmful to the System or to its or our respective clients, tenants, operations, or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.



3. The responsibility for avoiding the harmful activities described above rests solely with you. We will not, as an ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. When Management becomes aware of harmful activities communications, however, it may take any of a variety of actions. We may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action we deem appropriate, including Management exercising remedies for your breach of this Lease.

4. We are concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, we urge you and other users of the System to assume that all of their on-line communications are insecure.

5. We cannot take any responsibility for the security of communications transmitted over the System. However, Provider will attempt to comply with applicable laws concerning the privacy of its users' on-line communications. In particular, Provider intends not to intentionally monitor or disclose any private electronic mail messages sent or received by its users unless required to do so by law. We may, however, monitor the System electronically to determine that the System is operating satisfactorily. Also, we may be required to disclose information transmitted through the System in order to comply with court orders, statutes, regulations or governmental requests. Finally, we may disclose information transmitted over the System where necessary to protect us and users of the System from harm, or where such disclosure is necessary to the proper operation of the System.

6. You acknowledge that the network provided through the System is a shared network. This means each user, including you, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, you will not: (i) attempt to degrade the performance of the System and will not use the System in any way that precludes or significantly hampers the ability of others to use the System, including but not limited to, the operation of any servers, or (ii) engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.

7. Excessive data transfer may interfere with the experience of other users of the System. You will not disrupt or interfere with the use by other client of the System or with the services available through the System. We will have the right to monitor the "bandwidth" utilization (i.e., the volume of data transmitted during any period of time) arising out of the System at any time and on an ongoing basis. Management may limit your bandwidth utilization from time to time, if we, in our sole discretion, determine such utilization is excessive.

8. Where access to the network is provided wireless (using standard WiFi protocols) in addition to wired access, you may not connect or install any wireless device (including but not limited to Wireless routers, access points or extenders) that will cause interference to the provided network in any way.

9. Use of the System is at your sole risk, and we or any of our respective affiliates will not be liable in connection with any usage of the System by you or any third party. We nor any of our respective affiliates represent or warrant that the System will be uninterrupted or error free; nor do they make any representation or warranty as to the availability or scope of the System, including, but not limited to, availability of e-mail messages, the tenant network link, or results that may be obtained from the use of the System, or as to the accuracy or reliability of any information, service or merchandise advertised, purchased or provided through the System.

10. The performance of the System will vary from time to time based on network usage and other factors, and no minimum transmission speed is guaranteed at any time.

11. Because the System is shared by many other users, we recommend your use of "Personal Firewall Software".

12. Without limitation to any other provision of this Lease, violations of this Policy by you may result in remedial action varying from temporary reduction of the network resources, suspension of services and termination of services.

13. You hereby agree to indemnify, protect and save harmless us and each of our affiliates, agents, officers, directors, members, partners and shareholders from and against any suits, actions, proceedings, claims, losses and expenses (including without limitation legal fees) incurred by any of them resulting from your violation of this Policy. Among other things, this means, that if we are sued because of your activities that violate this Policy, any law or the portions of this Lease dealing with your use of the System, you will pay any damages awarded against us, plus costs and attorneys' fees.

Resident Initials: _____



14. We will not be liable for any interruption, surge, or failure of the System or of any utilities or services provided to you or any damage directly or indirectly caused by such interruption, surge, or failure.

15. We may provide wired connections, wireless connections, or both as chosen by us. Use of these services is subject to the terms and conditions of (i) Management (ii) Provider (including the Policy set forth above), and (iii) the terms and conditions governing the use of University or College-provided services, as applicable. In the event you are in default under any of the terms of this Lease (including, without limitation, the Policy), Management will have the right to discontinue your connections to the System. If Provider re-connects you to the System, after disconnecting you from such service, Provider may, in its discretion, charge you a reconnection fee,

16. Should you desire to use alternative Internet or on-line services, you will have the right to do so, at your expense.

17. You are required to have an anti-virus software package installed on your computer system at all times when accessing the Apartment Community's internet services. Such anti-virus software must have a valid, current license, which allows for regular updates of anti-virus definitions.

18. Computer systems are subject to exploitation and security breaches that may cause the spread of malicious internet traffic, such as Worms, Trojan Horses, etc. With this in mind, you are responsible for ensuring that your operating system is up to date, with all necessary security/or critical update patches for your specific operating systems. Such patches are generally made available by the operating system provider.

19. The system is provided primarily to allow Residents to connect desktop or laptop computers, tablet devices and mobile phones. Management does not guarantee that other types of connected devices will function or function correctly when connected.

20. This Policy may be amended or supplemented from time to time by us. Such amendments or supplements will be effective upon the transmission of written notice to you as provided in the foregoing Lease, or, as we communicate such amendment or supplement over the Internet.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





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UNIT ASSIGNMENT ADDENDUM

Apartment Community: Campus Apartments

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

As of the Starting Date of the Lease Term, the Premises, as defined in Section 2 of the Lease, shall consist of the following:

☒ Not Applicable

Apartment: ☐ Bedroom: ☐ Floor Plan Type _____ Unit # _____ Bed Letter _____

RENT. According to the preferences you have previously stated or based on the availability of the unit type requested, the Rent for the above referenced Apartment and/or Bedroom may be increased or decreased from the Rent listed on your Lease due to premiums assessed for location, view or other value added or lost variations from the basic unit type requested. You agree that your Monthly Rent will be adjusted by the following amount, for the following reasons:

Monthly Rent Adjustment: \$ _____

Reason for Adjustment: _____

Monthly Rent Adjustment: \$ _____

Reason for Adjustment: _____

Monthly Rent Adjustment: \$ _____

Reason for Adjustment: _____

New Monthly Installment of Rent: \$ _____

You agree that the above New Monthly Installment of Rent amount will be due as Rent. This New Monthly Rent is payable according to the terms of Section 1 of the Lease.

REASSIGNMENT. Though we will try to avoid it, we reserve the right to reassign your Apartment or the Bedroom listed above prior to you taking possession of the Apartment.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





PARKING ADDENDUM

Apartment Community: Campus Apartments

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

☐ I do not have a garage, carport or parking space at this time. If I obtain a garage, carport, or parking space I understand that I must complete a new Parking Addendum

Leased Parking/Storage

You agree to lease a ☐ Garage, ☐ Carport, and/or ☐ [Parking Space, the "Additional Space", located at the above named Apartment Community under the following terms:

1. The term of this Addendum will begin on _____ and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease. Notwithstanding the foregoing, we may cancel the leased parking/storage at any time upon thirty (30) days prior written notice.

2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:

- ☐ No charge
- ☐ One-Time Charge of \$_____ per year.
- ☐ Two equal installments of \$_____ with the first installment due at the time of Agreement submission
- ☐ Ongoing Monthly Charge of \$_____, due with the Rent and subject to all late fees or penalties outlined in the Lease.

3. You acknowledge receipt of the following entry device Key, Remote or Access Card for which you have paid a non-refundable fee in the amount of \$_____. You understand that there is a non-refundable replacement fee of \$_____ for this device if you should fail to return it upon vacating the Premises (if applicable)

4. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space and will not use the Additional Space to paint or to perform any type of carpentry.

5. You agree that Management may enter the Additional Space pursuant to Section 18 of the Lease.

6. You understand that you may not change, improve, or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add, or change the locks or other entry devices on the Additional Space.

7. You agree to accept the Additional Space "AS IS", and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.

8. You agree to defend, indemnify, and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit. You release us from any and all such claims and you waive and release any right of recovery of insured claims by anyone claiming through you by way of subrogation or otherwise, including your insurer. You agree that your insurance carrier shall have no rights against us by way of subrogation or otherwise on account of any loss whatsoever. Your release and waiver remains effective even if you fail to obtain insurance. If you fail to obtain insurance, you bear the full risk of your own loss.



General Apartment Community Parking Rules and Regulations

1. Any illegally parked vehicles or vehicles violating the regulations below or any other applicable regulations or any unauthorized vehicles may be towed at the expense and sole risk of the owner of the vehicle.
2. You may not have more than one vehicle in the Apartment Community at one time, and your vehicle must be properly registered with our office. The vehicle must be properly insured, and a current state inspection and registration sticker(s) must be visible. Proof of Insurance is required prior to the issuance or renewal of a parking permit.
3. Your vehicle and those of your guest(s) may not, at any time, park your vehicle such that it takes up more than one parking space, park in a fire lane, in a "no parking" area, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces without a required handicap identifying card or license, in spaces designated for visitors or management representatives, in a location which blocks exit from or entrance to a parking space, in areas without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at any time for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner's expense and sole risk.
4. Boats, recreational vehicles, trailers, campers, commercial vehicles and trucks larger than a pick-up may not remain on our property except for loading and unloading, though we reserve the right to permit these vehicles in designated areas.
5. You may not wash your vehicle or perform any mechanical repairs or maintenance while in the Apartment Community, except in areas, if any, designated by us for such uses.
6. You agree to inform your guests/non-residents of all parking rules and restrictions.
7. The vehicle must appear to be in operable condition, that is, it cannot have a flat tire; be on jacks or blocks; have an expired state inspection sticker; have an expired or no license plate or no registration sticker. Our towing company, frequently and at random without being called by us, tows any car that is inoperable, has an expired or invalid license plate, expired temporary license plate or is in violation of any of the other provisions of this agreement, any other applicable regulations or the Resident Handbook. This is the only notice you will receive. You will be towed, if you are not parked or permitted correctly or you are not in compliance with all other state or local legal requirements with no advance or further notice.
8. You agree to pay for towing and storage charges. The Apartment Community is not responsible for tickets received for parking violations of any area within our property or anywhere else outside our property.
9. You agree to defend, indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit.

Parking Permits

1. If your Apartment Community requires a parking permit (decal), you expressly agree to display that permit on the lower corner of the driver's side of your front windshield, unless otherwise directed in writing by us. Vehicles violating this provision may be towed at the vehicle owner's expense.
2. A parking permit allows the resident to park in designated areas within the Apartment Community upon availability. A permit in no way guarantees the availability of parking in front of your building or even in the Apartment Community.
3. Parking permits become invalid on Ending Date of your Lease or earlier if your Lease is terminated either by us or you or if you sublease your Apartment in accordance with Section 10 of the Lease.
4. If you enter into a new Lease, you must obtain a new permit from us at the Ending Date of your prior Lease. Your old permit will not protect you against towing.
5. Parking permits are valid only on the vehicle assigned per this Addendum. Permits are non-transferable between vehicles or between residents and non-residents.
6. We reserve the right to revoke parking permits at any time for any reason.
7. You have received a Decal for which you have paid a non-refundable fee in the amount of \$____. You understand that there is a non-refundable replacement fee of \$____ for this if a replacement is needed.

Resident Initials: _____



Guest Parking

1. You understand that the Apartment Community ☐ [does] ☐ [does not] require guest parking permits. ☐ does not have guest parking.
2. Your guests must park only in designated guest or visitor parking, and they are subject to all the provisions in this Addendum.
3. If your Apartment Community requires guest parking permits, plan to secure one for your guest during business hours only. We reserve the right to limit the number of guest parking permits issued each day and to issue none on any day we choose. There is no guest or visitor parking area-only guest permits. Guest permits must be clearly in view in the area specified by Management when you sign out the permit (It is your responsibility to ask Management where the guest permit should be placed). If the permit is not visible for any reason, the car could be towed at your expense.

Acceptance of parking privileges (access card, special permits and hang-tags) constitutes an agreement between the Tenant and the Landlord that the Landlord shall not be responsible for loss or damage to the vehicle or to persons, its accessories or contents, resulting from theft, fire, collision, or any other cause

Vehicle Information

Vehicle Make/Model:	Vehicle Identification Number:
Vehicle License Number:	Vehicle Year:
Vehicle Color:	Insurance Company Name:
Policy Number:	Effective Date of Policy:
Parking Space #:	Decal #:

Management, as Agent for Landlord Date Resident Date

Resident Initials: _____





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STORAGE ADDENDUM

Apartment Community: Campus Apartments

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

☒ Not Applicable

Storage

You agree to lease a ☐ [Storage Facility] the "Additional Space", located at the above-named Apartment Community under the following terms:

1. The term of this Addendum will begin on _____ and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease.
2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:
 - ☐ No charge
 - ☐ One-Time Charge of \$ _____ per year.
 - ☐ Ongoing Monthly Charge of \$ _____, due with the Rent and subject to all late fees or penalties outlined in the Lease.
3. You agree to pay a security deposit of \$ _____. This security deposit will be part of the security deposit(s) under the Lease and is subject to all applicable provisions in the Lease.
4. You acknowledge receipt of the key to the Additional Space, for which you have paid a non-refundable fee in the amount of \$ _____. You understand that there is a non-refundable replacement fee of \$ _____ for this key if you should fail to return it upon vacating the Premises.
5. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space and will not use the Additional Space to paint or to perform any type of carpentry.
6. You agree that Management may enter the Additional Space pursuant to Section 18 of the Lease.
7. You understand that you may not change, improve or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add or change the locks or other entry devices on the Additional Space.
8. You agree to accept the Additional Space "as is", and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.
9. You agree to indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space. You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





CONCESSION ADDENDUM

Apartment Community: Campus Apartments

Resident: _____

☐ Not Applicable

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

With the expectation of full performance of the Lease in its entirety, Management is extending the Resident a concession totaling \$_____.

The concession has been/will be applied as described below:

☐ Upfront Rental Concession of \$_____ to be taken in the month(s) of _____ =		\$_____
		Concession Amount
Description:	☐ Waived App and Admin Fees ☐ Reduced Signing Fee ☐ Gift Card ☐ Rent Credit ☐ Other- Renewal Incentive	
☐ New Lease Incentive of \$_____ given in the month of _____ =		\$_____
		Concession Amount
New Lease Incentive Description: _____		
☐ Other: _____ =		\$_____
		Concession Amount

In the event of a violation, as outlined in the Lease, all concessions detailed above and received prior to such violation must be repaid in full.

Management, as Agent for Landlord Date

Resident Date

Resident Initials: _____





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GUARANTY AGREEMENT ADDENDUM

Apartment Community: Campus Apartments

Landlord: _____

Resident: _____

Guarantor(s): _____

Lease Date: _____

The Resident named above desires to enter into a Lease with Landlord for certain Premises within the Apartment Community named above.

Landlord requires security in exchange for entering into a Lease. The Guarantor(s) named above are willing to give such security.

The Guarantor(s) and the Resident will be jointly and severally responsible for full payment and performance of all of the Resident's obligations under the Lease.

The Guarantor(s) and the Resident will be obligated to:

- Complete a rental application and qualify according to the standards of the Apartment Community and Management.
- Ensure prompt payment of Rent including all Additional Rent and other charges associated with the Lease.
- Ensure that all utility accounts associated with the Apartment are kept in good standing.
- Adhere to all conditions of the Lease and the Resident Handbook.
- Pay for any and all damages to the Apartment while Resident is in possession of the Apartment and/or obligated under the Lease.

If the Resident or the Guarantor(s) are in violation of the Lease or if the Lease is not fulfilled in its entirety,

- Both the Guarantor(s) and the Resident may be named in any and all court proceedings, and both will be subject to any judgments resulting from court proceedings.
- Both the Guarantor(s) and the Resident will be named on any accounts turned over to collection agencies.
- The Guarantor(s) and the Resident will agree to pay reasonable legal fees and costs associated with the enforcement of the Lease or this Guaranty Agreement and/or the collection of any and all monies due to Landlord.
- All remedies against the Resident will apply to the Guarantor(s) as well.

It is not necessary for the Guarantor(s) to sign the Lease itself or to be named in the Lease. The Guaranty Agreement or the Guarantor(s) does/do not have to be mentioned in the Lease.

This Guaranty Agreement applies to the Lease with the above Lease Date and will be valid and continuous through the Lease Term, any subsequent Leases between Landlord and Resident, any renewals of the Lease, and any transfers to other apartments within the same Apartment Community. The Lease may be extended, renewed, modified, or a new Lease may be entered into within the same Apartment Community and will be subject to and covered by this Guaranty Agreement without further notice, authorization or signature of the Guarantor(s). The liability of Guarantor(s) under the Guaranty Agreement is unconditional and primary. Landlord may, at its option, proceed solely against all or any of the Guarantors without first commencing an action, exhausting any remedy, obtaining any judgment, or proceeding in any way against Resident or any other person or entity. Guarantor(s) waive the benefits of any right of discharge, if any, and any rights of sureties and guarantors under law. This Guaranty Agreement and its underlying obligations are not released, impaired, reduced or affected by the occurrence of any one or more of the following: (i) any assignment or sublease of the Premises; (ii) the insolvency, bankruptcy, disability, or death of the Resident; (iii) renewal, extension or modification of the Lease, either with or without notice to Guarantor(s); (iv) any delay, failure or refusal of Landlord to take or prosecute any action for collection or enforcement of the Lease; or (v) Landlord's failure to notify Guarantor(s) of any assignment, sublease, renewal, extension or modification of the Lease. This Guaranty Agreement shall be construed according to the laws of the State where the Community is located in the county where the Apartment Community is located. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR(S) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO ANY OF THE PROVISIONS OF THIS GUARANTY AGREEMENT.**



GUARANTY AGREEMENT ADDENDUM (Page 2)

Apartment Community: Campus Apartments

In witness whereof, the undersigned have executed this Guaranty Agreement on _____, 20_____.

Guarantor Signature* Date

Guarantor Signature* Date

Resident Signature Date

Management, as Agent for Landlord Date

SAMPLE

Resident Initials: _____





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RESIDENT HANDBOOK ACKNOWLEDGEMENT

Apartment Community: Campus Apartments

Resident: _____

I acknowledge the following (initial):

- ☒ _____ I have received a copy of the Resident Handbook or one has been made available to me for my review via a link : <https://medialibrarycf.entrata.com/2603/MLv3/2025/08/14/124341/689e2e5d5c841820.pdf>
- ☒ _____ I have read and agree to abide by all rules and policies contained in the Resident Handbook.
- ☒ _____ These rules are subject to revision, pursuant to Section 13 of the Lease.
- ☒ _____ I am responsible for complying with, and ensuring that my guests comply with, all of the Resident Handbook.
- ☒ _____ The Resident Handbook is considered to be part of the Lease.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





PET ADDENDUM

Apartment Community: **Campus Apartments**

Resident ("I" or "Pet Owner"): _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

☐ I understand that my Apartment Community does not accept pets, and I will be subject to the penalties listed in the Resident Handbook if I am found to have a pet.

☐ I have no pet at this time. If I acquire a pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges, complete a new Pet Addendum, and adhere to all pet policies established by Management now or in the future. I understand that if I am found to have an unregistered pet in my Apartment prior to completing any of the aforementioned steps, I am responsible for paying a \$450 pet fine, which is due in addition to all other deposits, fees and pet rent—failure to pay the fine within 10 days after written notice from Landlord or Manager is a default.

☐ I do have a pet at this time. My pet's information is listed below. If I acquire a replacement pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges for an additional pet, complete a new Addendum, and adhere to all pet policies established by Management now or in the future.

Pet is a:

Weight:

Name:

Color:

Breed:

☐ This apartment community participates in a program to reduce and eliminate un-scooped dog waste from communities around the country. All pets must be brought into the office within 3 business days of move in or following the completion of this Pet Agreement to provide a cheek swab DNA sample which will be registered and stored in the program's database. Failure to register is a violation of this Lease and will result in a \$450 fine. A one-time fee in the amount of \$50 is due upon signing this Pet Addendum for the pet DNA sample which will be submitted and registered with the program.

1. All pets must wear an identification tag at all times.
2. All pets must be licensed and inoculated in accordance with local law.
3. Pets must be on a leash when outside of the apartment and under Pet Owner's supervision at all times. Pet Owner must walk the pet in designated pet areas only and must immediately dispose of waste in a sanitary manner. If Pet Owner does not dispose of waste, a \$250 fee per incident will be charged to Pet Owner. This fee will increase in \$50 increments if subsequent incidents occur. The clubhouse, swimming pool areas, tennis courts, fitness room, and laundry areas are off limits to pets at all times.
4. Pet may not be tied up or left unattended on patios, balconies or any other areas outside of the Apartment.
5. Pet may not disturb other residents or damage or destroy our property. Pet Owner agrees to be financially responsible for repairing or replacing any damage caused by pet. If needed, the cost of carpet and/or vinyl replacement will be charged to Pet Owner. If a pet is disturbing other residents or pets or if pet damages property, Pet Owner will permanently remove pet from Apartment Community within 10 days upon request of Management. Extreme circumstances can dictate removal of pet within 24 hours.
6. Pet Owner agrees to assume full responsibility, financial and otherwise, for any injury caused by his/her pet to any person.
7. Pet may not exceed 65 pounds in weight at full maturity, unless otherwise agreed to in writing by Management. Consult Management for other restrictions.
8. 1 pet per resident with a maximum 2 pets (either cat or dog) will be allowed per Apartment. Cats, if male must be neutered.
9. Periodic apartment inspections will be made to determine the condition of Pet Owner's Apartment, with regards to your pet.
10. In the event that pet moves from the Apartment Community or becomes deceased, Pet Owner may not replace pet without consent from Management.
11. This Pet Addendum pertains only to the pet listed on this Pet Addendum, as approved by Management.
12. This Pet Addendum is valid only during the current Lease Term and can be discontinued at the Ending Date of the Lease if deemed necessary or desirable by Management.
13. Pet Owner agrees and understands that a \$_____ pet fee is due upon signing this Pet Addendum. This pet fee does not cover damages, will not be applied toward any damages, and is non-refundable.
14. A refundable Pet Deposit of \$_____ will be submitted by Pet Owner to Management. The Pet Deposit will be refunded after Pet Owner moves out or after the Ending Date of the Lease Term (whichever is later), if no damages to Pet Owner's apartment or the Apartment Community are assessed to the Pet Owner.
15. An additional Monthly Pet Rent in the amount of \$_____ will be assessed and paid by Pet Owner with Rent subject to the terms of Section 1 of the Lease. Pet Rent may be adjusted at the beginning of every Lease Term. Failure to pay Pet Rent timely is a default under the Lease.
16. Pet Owner's payment of the pet charges, the Pet Deposit and the Monthly Pet Rent shall not act to limit Pet Owner's liability under this Addendum.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





INFESTATION ADDENDUM

Apartment Community: Campus Apartments

Resident: _____

PEST INFESTATION. Whether or not you experience a pest infestation in the Premises depends largely on you maintaining the Premises in a neat, clean and sanitary condition, and immediately informing us of any indication or sign of pests. In the event you observe a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, you must promptly notify Landlord and Management of that fact. You understand that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. You agree to properly dispose of refuse, to refrain from using and/or storing second-hand clothing, mattresses, linens and bedding items, luggage and furnishings in the Apartment, and to always maintain the Apartment in a clean and sanitary condition, so as to greatly avoid the risks of certain types of pest infestation. As part of your compliance with this general obligation, you agree as follows:

- a. Timely Notice & Cooperation are critically important to eliminating a pest infestation, and you agree to immediately report to Management orally and in writing any pest infestation you discover, identifying the location of such infestation within the Apartment or Apartment Community. You must follow all directions from us or our agents to clean and treat the apartment and building that infested. Follow-up treatments or inspections may be necessary.
- b. Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and you agree to keep the Apartment, including without limitation the closets, in a clean and orderly state at all times.
- c. Used Articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you agree not to use or store second-hand items in the Apartment without first having a licensed exterminator certify that such items are pest free.
- d. Vinyl Mattress Covers may in certain situations be helpful to combating or preventing pest infestations, and you agree to continuously use a vinyl mattress cover on all mattresses in the Apartment, if we ask you to do so.
- e. Immediate and Continuous Access may be required to address a pest infestation, and you agree to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.
- f. Remediation methods will be determined by us, in our sole discretion, and you authorize us to dispose of infested furniture and clothing articles, unless you immediately remove such items from the Apartment Community, without reimbursement to you, and you waive any right you might have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation.
- g. Relocation may be required during a period of pest infestation and remediation of the Apartment or of another apartment within the Apartment Community. You may have to be relocated to another apartment, to another comparable facility, or to temporary reasonable housing.
- h. Payment of Rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not you continually occupy the Apartment, you cannot stop payment of or reduce Rent.

We will not be responsible for any injuries or damages to you or any other person that result from a pest infestation, and you agree for yourself and all other parties to release and indemnify us in accordance with Section 15 of this Lease. In addition, you understand and acknowledge that you are responsible for reimbursing us for all remediation cost and expense resulting from your failure to comply with this Infestation Addendum.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





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

Apartment Community: Campus Apartments

Resident: _____

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. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check one of the following):

- ☐ Known lead-based paint and/or lead-based hazards are present in the housing (explain).
- ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to Landlord (check one of the following):

- ☐ Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- ☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment

Resident has received copies of all information listed above.

Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

https://www.epa.gov/sites/default/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

If you do not agree with the Resident's Acknowledgment, do not sign and contact the leasing office.

Management's Acknowledgement

Management has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance with the requirements of 24 C.F.R. Part 35, subpart A.

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.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





BALCONY/PATIO ADDENDUM

Apartment Community: Campus Apartments

Resident: _____

☐ Not Applicable

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

The use of the term balcony or patio are used interchangeably in this Addendum. Any violation of the terms set forth in this Addendum will result in fines being assessed against the Resident and shall be considered a Default under the Lease.

The number of people permitted on any balcony or patio is limited to four people at any one time without exception. Smoking is prohibited on any balcony or patio.

Balcony and patio areas are to be kept clean and orderly and are not to be used as storage areas. Articles must not be hung over or on railings of the balcony or patio.

Only a reasonable amount of well-maintained patio furniture or well-maintained potted plants may be kept on balconies. No trash may be placed or kept on balconies or patios at any time. Objects such as furniture, bicycles, coolers, recreational equipment, screens, curtains, boxes, decorations, and any other possessions may not be placed or stored on balconies or patios. Kegs are not permitted on premises anywhere, and that includes balconies or patios.

Animals are not permitted to be left alone on any balcony or patio. No food or water for animals shall be placed on any patio or balcony. Any liquid that spills on any balcony or patio must be cleaned up immediately and not allowed to leave that area, including to fall onto another patio or balcony or common area.

No one is allowed to throw or drop anything from any balcony or patio, including liquids or objects.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO A VIOLATION OF ANY OF THE TERMS OF THIS ADDEDNUM BY YOU OR ANY GUEST. IF ANY ITEM IS THROWN, DROPPED, OR OTHERWISE LEAVES YOUR BALCONY IN ANY MANNER, THIS ACTION IS AN IRREPARABLE BREACH OF THE LEASE GIVEN THE SIGNIFICANT RISK OF HARM TO OTHERS. YOU WILL BE IMMEDIATELY EVICTED FOR THIS TYPE OF BREACH. ANY SUCH ACTION WILL ALSO BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





TANNING BED USAGE AGREEMENT

Apartment Community: Campus Apartments

Resident: _____ Unit: _____ Bed: _____

☒ Not Applicable

Use of the tanning facilities by you is subject to the following guidelines:

- a) Persons using the tanning facilities do so at their own risk.
- b) Your failure to wear appropriate eye protection may result in permanent damage to your eyes. You agree to wear protective eyewear when using the tanning facility.
- c) Repeated exposure to ultraviolet light (whether from natural or artificial sources) causes burns and may result in premature aging and/or skin cancer.
- d) If you taking a prescription or over the counter drug, you should consult a physician before using the tanning facilities.
- e) If you are pregnant, you should consult a physician before using the tanning facilities.
- f) You must comply with all applicable laws concerning use of the tanning facilities.
- g) Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain foods, cosmetics, medications, or drugs. You should consult a physician before using the tanning facilities if you have any questions or concerns.
- h) You are responsible for understanding and abiding by all tanning facility regulations.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE WARNINGS STATED ABOVE AND YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ASSUME THE RISK FOR ANY INJURY (INCLUDING DEATH) OR ACCIDENT WHICH RELATES TO THE USE OF MISUSE OF THE TANNING FACILITY. YOU HEREBY AGREE TO WAIVE, RELEASE AND HOLD HARMLESS THE OWNER AND MANAGER OF THE APARTMENT COMMUNITY IN WHICH THE TANNING FACILITY IS LOCATED (AS THEY ARE IDENTIFIED IN YOUR LEASE) AS WELL AS THEIR PARTNERS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS FROM ACTIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE TANNING FACILITY ITSELF AND/OR MY USE OR MISUSE OF THE TANNING FACILITY INCLUDING, WITHOUT LIMITATION, THE NEGLIGENT ACTIONS OR OMISSIONS OF THE FOREGOING RELEASED PARTIES.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





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ABESTOS ADDENDUM

Apartment Community: Campus Apartments

Resident: _____

1. **ASBESTOS.** In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enhancement of federal laws which limit asbestos in certain construction materials.
2. **FEDERAL RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.
3. **COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floors, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in the owner's rules or community policies that are separately attached to this Lease. The foregoing prevails over other provisions of the Lease to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





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AUDIO/VIDEO/PHOTO WAIVER RELEASE FROM

Apartment Community: **Campus Apartments**

Resident: _____

I hereby grant Landlord, Management, and its affiliates (collectively referred to as the "Released Parties") the unlimited and irreversible right to use, reuse, and publish any and all photographs, video clips, audio clips, and/or other digital media taken of me at a Campus Apartments event or function.

I hereby waive the right to inspect or approve the finished version(s), including any written or electronic copy that may be created in the connection therewith.

I hereby grant the Released Parties permission and a license to use, reproduce, and publish your photographs, video clips, audio clips, written comments, and statements (collectively referred to as "media") of the property in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other electronic or print marketing related materials. In addition, I waive the right to payment, royalties, or any other compensation arising or related to the use of the media.

I understand and agree that the media will become property of Released Parties and irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute the media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses.

I have read this document, and I am fully aware of the content and hereby provide my full and complete authorization as indicated above and by my signature below.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





Apartment Community: _____

Resident: _____

This is an addendum to the Lease and controls in the event of a conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

1. SMOKING POLICY FOR PHILADELPHIA PROPERTIES

- ☐ **The building which contains the Premises is a smoking building. Smoking is permitted in the Premises and in all dwelling units.**
- ☐ **The building which contains the Premises is a non-smoking building. Smoking is prohibited in the Premises and in all dwelling units.**

2. LEAD DISCLOSURES.

- a. You are hereby notified that properties built before 1978 may contain lead-based paint. We have provided you with, and you acknowledge receipt of, a copy of the certification completed by a certified lead inspector showing that the Premises is lead safe. You are advised to periodically inspect the Premises during the Lease Term for any cracking or flaking of painted surfaces. If you notice any such cracking or flaking of painted surfaces, you agree to notify us promptly so we can inspect the area and take necessary corrective action.
- b. You have a ten (10) day period from the beginning of the Lease Term to have a comprehensive lead inspection and risk assessment performed by a certified lead inspector, which will be at your option and at your expense. Should the inspection reveal lead-based paint or other lead-based hazards, with respect to residential housing constructed before 1978, or a lead water service line or plumbing components, with respect to all residential housing, you have two (2) business days after you receive the results of the inspection to notify us that you are terminating this Lease. If you do not have an inspection performed within the ten (10) day period, or do not notify us that you are terminating the lease within two (2) business days after receiving the inspection results, it will constitute a waiver of your right to have an inspection conducted and this Lease will remain in full force and effect.
- c. You are advised that the Premises has lead service lines.
- d. You are hereby provided, and acknowledge receipt of, the following warning statements:

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



EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY IS NOTIFIED THAT ANY RESIDENTIAL DWELLING, REGARDLESS OF CONSTRUCTION DATE, MAY HAVE A LEAD WATER SERVICE LINE OR LEAD PLUMBING COMPONENTS. REGARDLESS OF THE CONSTRUCTION DATE, THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESSEE THE KNOWN EXISTENCE OF A LEAD WATER SERVICE LINE. YOU ARE ADVISED TO READ THE PAMPHLET CONTAINING INFORMATION ON LEAD WATER SERVICE LINES AND LEAD PLUMBING COMPONENTS PROVIDED AT THE TIME OF ENTERING INTO THE LEASE.

- e. We have provided you with, and you acknowledge receipt of, the informational pamphlet, Protect your Family from Lead in Your Home. https://www.epa.gov/sites/default/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

3. BED BUG DISCLOSURE.

- a. We have provided you with, and you acknowledge receipt of, written disclosure of the history of any bed bug infestation and remediation history for the Premises in the last one hundred twenty (120) days.
- b. We have developed and maintain a bed bug control plan (the "Plan") that adheres to industry-standard bed bug management practices. Pursuant to the Plan, we will acknowledge receipt of any notice from residents who reasonably suspect a bed bug infestation within five (5) business days. Within ten (10) business days after receiving notice of a potential bed bug infestation, we will engage a professional pest management company to investigate and remediate the area, which includes the units directly adjacent to, and above and below the reported area, until the pest management company determines that there is no further evidence of bed bugs. We will provide all tenants affected by the reported infestation with the determination of the pest management company within five (5) business days after we receive it. The pest management company, or such other professional firm that we may engage in our reasonable discretion, will continue to monitor the affected area for one (1) year after it is determined that the infestation is no longer present. We will maintain a record of all written notices and control measures for a period of not less than two (2) years.
- c. You agree that you will not knowingly bring into the Apartment Community or the Premises any personal furnishings or belongings that are infested with bed bugs. You acknowledge your duty to report any bed bug infestation that you reasonably suspect in the Premises, and agree to cooperate with us and the pest management company we engage to investigate and remediate any potential infestation, which includes, but is not limited to, granting access to the Premises at reasonable times upon twenty-four (24) hour notice from us, not interfering with reasonable inspections or remediation efforts, making reasonable preparations for inspections or remediation efforts, such as moving furniture and belongings, and complying with other reasonable recommendations of the pest management company.
- d. We have provided you with, and you acknowledge receipt of, the informational pamphlet, A Guide to Bed Bug Safety. https://www.phila.gov/media/20201224103922/Philadelphia-Bed-Bug-Brochure-2021_NoDate.pdf

- 4. PARTNERS FOR GOOD HOUSING. We have provided you with, and you acknowledge receipt of, the informational pamphlet, Partners for Good Housing. <https://www.phila.gov/media/20221110134727/Partners-in-Good-Housing-FINAL-2022.pdf>

- 5. CONFLICT WITH LAW. In the event of any conflict between the provisions of the Lease or this addendum and any applicable law, applicable law shall control.

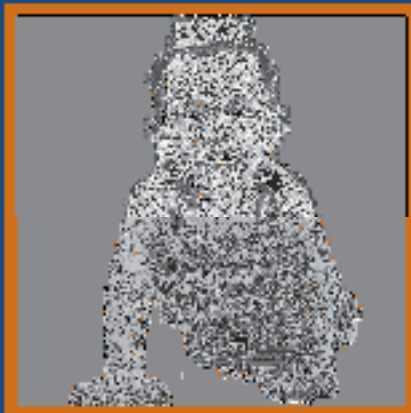
Management, as Agent for Landlord

Date

Resident

Date





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Print 2011



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.



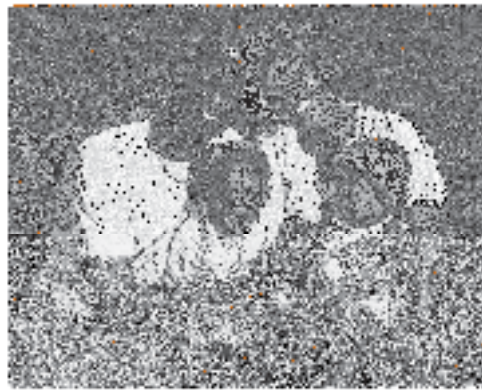
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.



Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.



Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

¹ Lead-based paint is currently defined by the federal government as paint with lead levels greater than or equal to 0.06 milligram per square centimeter (0.06 g/cm²), or more than 0.06% by weight.

² Lead-containing paint is currently defined by the federal government as paint that contains lead in excess of 90 parts per million (measured by weight).



Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floor
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

6



Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor.
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance).
- Presume that lead-based paint is present and use lead-safe work practices.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call 1-800-424-LEAD (5323) for a list of contacts in your area.²

² Leading or posing to a changed individual may occur in a number of ways. TTY by calling the Federal Relay Service at 1-800-877-8339.



What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified restoration firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily reduce lead-based paint hazards** by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use "lead" safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 17) to perform relocation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windowsills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, windowsills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.



Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/leadwork, or read *The Lead-Safe Certified Guide to Renovate Right*.



Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.¹

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

¹ For people with hearing or voice disabilities, call toll-free 1-800-424-LEAD (1-800-424-5323) through TTY by leaving the number's relay service at 1-800-877-8339.



Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.*
- **Food and liquids** cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- **Folk remedies**, such as "greta" and "azarcon," used to treat an upset stomach.

* In 1976, the federal government banned toys and children's products and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.



For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hwd.gov/lead, or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Find out up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.



U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact:
U.S. EPA Region 1
500 12000 Square, Suite 1000, 02108-0001
Boston, MA 02108-0001
(855) 427-4511

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact:
U.S. EPA Region 2
2000 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-1679
(202) 906-6000

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact:
U.S. EPA Region 3
1670 Arch Street
Philadelphia, PA 19102
(215) 610-2000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact:
U.S. EPA Region 4
615 Jones Street, 12th Floor, Atlanta, GA 30303
Atlanta, GA 30303
(404) 477-3000

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact:
U.S. EPA Region 5, LLC
77 West Jackson Street
Chicago, IL 60601-1000
(312) 352-3000

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and US Insular)
Regional Lead Contact:
U.S. EPA Region 6
1400 Ross Avenue, 18th Floor
Dallas, TX 75201-0665
(214) 309-7000

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact:
U.S. EPA Region 7
11201 Benton Blvd.
Lenexa, KS 66219
(913) 223-9000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact:
U.S. EPA Region 8
1900 Wadsworth St.
Denver, CO 80202
(303) 312-6000

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact:
U.S. EPA Region 9, LLC, P.O. Box 201
201 East Main Street
San Francisco, CA 94101
(415) 489-4000

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact:
U.S. EPA Region 10, LLC
Alaska Public Defense Fund Center
1200 Sixth Avenue, Suite 100
Seattle, WA 98101
(206) 550-1000



Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

437 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U.S. Department of Housing and Urban Development
437 Seventh Street, SW, Room 8236
Washington, DC 20410

HUD-17-117
Rev. 10/17



IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



A Guide to Bed Bug Safety

The Basics

Protect your belongings!

Bed bugs like to ride on personal items like jackets and bags. Bed bugs rarely climb onto a moving body.

Limit the number of items you carry with you. If you enter an area you think might have bed bugs, do not place your belongings on the floor or on furniture. Seal these items in plastic bags or plastic bins when you stay in a suspected area for any length of time.

Place clothing and belongings in a clothes dryer when you get home to kill any bed bugs and their eggs. Keep the dryer on high heat for at least 20 minutes.

For More Information

The Centers for Disease Control & Prevention, or CDC, has information about bed bugs here:

<https://www.cdc.gov/parasites/bedbugs/index.html>

The Environmental Protection Agency, or EPA, has information about bed bugs here:

<https://www.epa.gov/bedbugs/>

October 15, 2020



About Bed Bugs

Bed bugs (*Cimex Lectularius*) are small insects that feed on human and animal blood. They are most active when people are asleep. Bed bugs can get into your home by attaching themselves to used furniture and personal items like bags and clothing.

You may not notice bed bugs because they hide in cracks when they are not feeding. Bug sprays and pesticides alone are not enough to get rid of bed bugs. The best way to treat a bed bug problem is to use both non-chemical and chemical methods.



December 25, 2020



How Do I Recognize Bed Bugs?

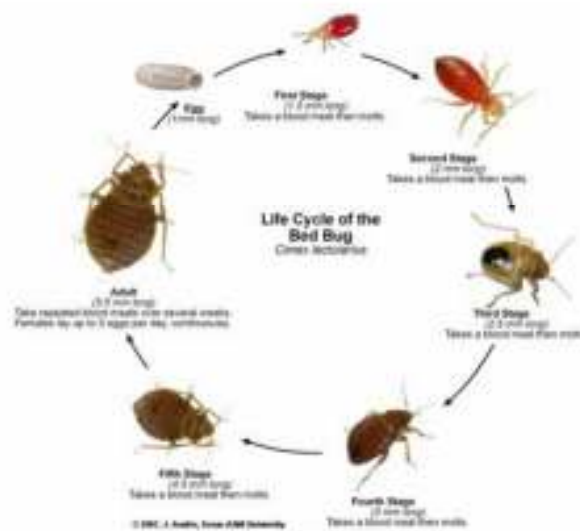
You can recognize bed bugs from their:

- Droppings and blood stains on mattresses or furniture
- Appearance

Bed bugs have three basic life stages: egg, nymph, and adult.

An adult bed bug is about the size of an apple seed, oval shaped, rusty brown in color, wingless, and as thin as a credit card. Bed bug nymphs are smaller and clear or tan in color. Bed bugs that have just fed will be swollen and stretched out. All bed bugs have six legs and two antennae.

Many common household insects can be mistaken for bed bugs. Proper identification is required to provide the correct treatment.



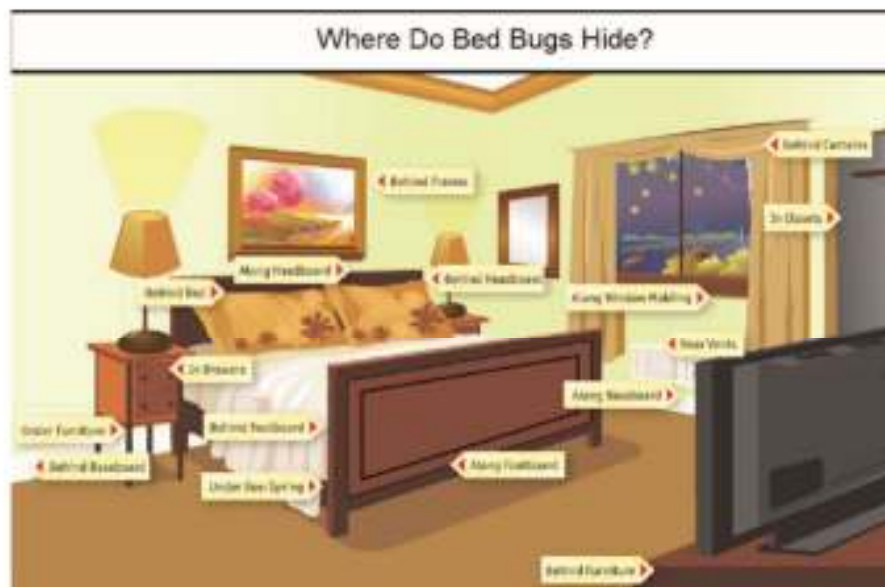
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How Do I Inspect My Home For Bed Bugs?

Despite their name, bed bugs do not live only in beds. They can be found almost anywhere in your home that provides a place to hide. Any crack or crevice with an opening as thin as a credit card can provide a hiding place.

You can often find where bed bugs are hiding by looking for black or brown spots on and around surfaces where they rest. Eggs and shed skin casings will also be found near these areas. Bed bugs do not hide in brightly lit areas. Be sure to use a flashlight, magnifying glass, and crevice tool to help you with your inspection.



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Places Bed Bugs Are Commonly Found

- Mattresses and box springs
- Bed frames & head boards
- Night stands and dressers
- Curtains
- Window and door frames
- Pictures and picture frames
- Loose wallpaper and peeling paint
- Hard and upholstered furniture
- Behind baseboards and electrical outlets
- Joints in hard wood floors
- Crevices behind molding
- Any other places that provide a dark, narrow crevice

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How Do I Find A Reliable Pest Control Professional

- Call several licensed and insured pest management companies and get written estimates.
- *Insist on and check references.*
- Look for companies that offer both chemical and non-chemical control.
- Insist on pre-inspection as part of the estimate process.
- Technicians should be willing to talk with you about treatment options and guarantees.
- An effective bed bug control plan should take multiple treatments and inspections. Make sure these are covered in the estimate.
- Compare warranties and guarantees.
- The best way to get rid of bed bugs is to hire a professional pest control company with experience in bed bug control. If you do not use a professional, you can use products or procedures described on the following pages to control bed bugs.

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What You Can Do to Help Your Pest Control Professional

Vacuuming

Vacuum cracks and crevices on a regular basis. Take your time. Use the crevice tool attachment to remove the largest number of bugs and eggs. Do not use a bristle attachment, which may transfer eggs from one room to another. You should also vacuum mattresses before you purchase mattress encasements (see below). Vacuums do not kill bed bugs or their eggs, so be sure to empty the bag or canister into a sealed trash bag after you vacuum.

Sealing

Bed bugs can travel between row homes through small openings and areas with wires and cables. Protect yourself by sealing wall/floor junctures with caulk to prevent bed bugs from traveling through. Install foam padding behind electrical outlet faceplate covers to create a tight seal.

Mattress Encasements

It is a bad idea to throw out your mattress at the first sign of bed bugs. Bed bugs will follow you wherever you sleep. It is a better idea to use the money you would need to buy new mattress to hire a professional pest management company. You can use bed bug encasements to protect both mattresses and box springs. Encasements reduce hiding spots and make it easier to detect an infestation. Be sure to purchase an encasement made for bed bugs. Allergen covers will not work. Always check the encasement from time to time for any rips or tears.

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What You Can Do To Help Your Pest Control Professional (continued)

Cleaning

When you see a blood spot, clean it up right away. Cleaning up blood spots will make it easier to detect new bed bugs and provide a more sanitary home environment.

General cleaning will also remove bed bugs and eggs. Cleaning can also help you to tell the difference between roaches and bed bugs. Bed bug excrement will smear reddish brown before washing away.

Laundry

Laundering items on the hottest setting will kill bed bugs and eggs. You should allow items to dry on the hottest setting for at least 20 minutes after they appear to be fully dry. Pillows, comforters and other thick items may take longer. After laundering, store items in airtight bags to prevent re-infestation.

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How Do I Control Bed Bugs?

- Do not bring discarded bed frames, mattresses, box springs or upholstered furniture found on the street into your home.
- Check all used or rented furniture for bed bugs.
- While traveling, inspect the bed and furniture.
- Keep suitcases off the floor and bed, and inspect them before you leave.
- If you suspect you have been around bed bugs, immediately wash and dry your clothing on the hot settings.

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What Not To Do When Dealing With Bed Bugs

- Do not relocate to another area of the house. Bed bugs will follow their host and may infest new areas of your house.
- Do not use a total release fogger for bed bug control. Foggers will spread an infestation to other areas of your home and possibly to neighboring properties.
- Do not turn up the thermostat to kill bed bugs. A home furnace will not reach the required temperatures to kill bed bugs.
- Do not bag up furniture and leave it outside during winter months. Freezing temperatures may not kill all bed bugs and their eggs.
- Do not throw out your furniture at the first sighting of bed bugs. Most furniture can be treated by a professional to remove bed bugs and eggs.



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What Must Landlords Do?

If you are a landlord, to rent a property in Philadelphia you must:

- Develop a written Bed Bug Control Plan that follows best practices as defined by the National Pest Management Association and follow it;
- Give this brochure to your tenant before you enter into a new lease; and;
- Inform the tenant in writing before you enter into a new lease about any bed bug infestation in the rental unit in the previous 120 days and what steps were taken to remediate it. If there was no infestation during that time, you must inform the tenant of this in writing.

If you are a landlord and you receive a complaint that one of your rental units is (or is reasonably suspected to be) infested with bed bugs, you must:

- Acknowledge the complaint within five days;
- Have a pest management professional investigate the rental unit for the presence of bed bugs within 10 days;
- If there is an infestation, remediate the rental unit until a pest management professional determines that there is no evidence of bed bugs in the unit;
- In buildings with four or more units, have a pest management professional investigate the rental units above, below, and adjacent to the unit about which you received the complaint;

(continued on next page)

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What Must Landlords Do? (continued)

- Provide tenants with at least 24-hours notice before entering a unit to inspect, remediate or monitor it for bed bugs;
- Provide any tenants in units affected by a bed bug complaint a written notice of the pest management professional's determination of whether there is a bed bug infestation within five business days of when you receive it;
- Provide all tenants in a building notification of results of an investigation of the presence of bed bugs in common areas of that building;
- Obtain bed bug monitoring services for 12 months after an infestation has been remediated, and if the unit is leased to a new tenant during the monitoring period, explain the monitoring activities to the new tenant and continue monitoring; and
- Maintain a written record for two years of all bed bug complaints and control measures provided, including reports of chemicals and other remedies used by the pest management professional and any other reports prepared by the pest management professional.

Who Must Pay for Remediation?

The landlord is responsible for hiring pest control professionals to investigate bed bug complaints and eliminate infestations. The landlord is responsible for the full cost if the infestation is reported within 365 days after "lease commencement" (the first day you are permitted to live in the rental unit) or within 180 days after bed bugs were found in an adjoining unit. After this time period, the landlord and tenant share in reasonable costs for the pest control services.

Exception: A tenant who lives in housing managed by the Philadelphia Housing Authority or who pays rent with government vouchers or subsidies is not responsible for a share of the costs.

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What Must Tenants Do?

In Philadelphia, If you are a tenant, you must:

- **Not** knowingly bring into the building furniture or other personal items that are infested with bed bugs;
- Notify your landlord in writing within five business days if you suspect that your unit or a building common area is infested with bed bugs;
- Cooperate with any reasonable recommendations made by a pest management professional hired by the landlord to investigate and remediate a bed bug infestation, including:
 - ♦ Allowing the pest management professional to come into your rental unit at reasonable times to inspect for bed bugs or remediate the bed bugs;
 - ♦ Not interfering with the pest management professional's inspections or remediation efforts;
 - ♦ Preparing your unit for treatment, such as cleaning or moving furniture, as recommended by the pest management professional; and
 - ♦ Carrying out other reasonable recommendations of the pest management professional.

December 25, 2020



PARTNERS FOR GOOD HOUSING



City of Philadelphia
Department of Licenses and Inspections
Produced by the Commissioner's Office



PARTNERS FOR GOOD HOUSING INTRODUCTION

The City of Philadelphia, on behalf of its citizens, has set minimum health, safety, and maintenance standards for houses and apartments. Meeting these standards involves a partnership between tenants, landlords, and the City government. All three must work together to provide decent housing for all Philadelphians.

The information in this guidebook applies to Philadelphia, Pennsylvania and is based on the Code of General Ordinances of the City of Philadelphia—particularly Title 4, the Building Construction and Occupancy Code and Title 9, Regulation of Businesses, Trades, and Professions.

Additional information, including online access to this booklet, as well as access to the Building Construction and Occupancy Code (which includes the Philadelphia Property Maintenance Code) and the Philadelphia Fire Code, is available at the Department's website: <http://www.phila.gov/fi>

Thank you to the Department of Public Health and Environmental Health Services
for your ongoing support and contributions





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GENERAL REQUIREMENTS OF A RENTAL LICENSE

1. RENTAL LICENSE

Rental Licenses are issued by the Department of Licenses and Inspections (L&I). For more information see [Section § 9910](#) of the Philadelphia Code online at www.phila.gov/dli.

A [Rental License](#) is required for the owner of any of the following if let for occupancy:

- Any dwelling unit
- Rooming unit or rooming house
- Dormitory
- Hotel, Motel, or other visitor accommodations (other than limited lodging)
- Assisted living

EXCEPTIONS:

- A single rental license may be obtained for multiple units in a building under common ownership.
- A Rental License is not required if the property is occupied by an immediate family member and no rent is collected, provided that an [Affidavit of Non-Rental](#) is filed with the Department.
- Submit a License/Variances version of L&I through a virtual or in-person appointment.
- A rental license is not required for properties owned and operated by the Philadelphia Housing Authority (PHA) and its subsidiaries in compliance with the Department of Housing and Urban Development federal property maintenance standards.
- A Rental License is not required for [limited lodging activity](#). Limited lodging is the temporary rental of a dwelling unit to occupy for dwelling, sleeping or lodging (e.g., Airbnb).
- Limited lodging is only permitted when a primary resident occupies the unit. If a unit does not have a primary resident, it should be permitted and licensed as a hotel.
- Limited lodging activity is only permitted when arranged through a licensee: [limited lodging and hotel booking agent](#) as defined in [Section § 9910](#).
- Limited lodging activity requires zoning approval and a [Limited Lodging Operator License](#).

2. BUSINESS TAX ACCOUNT NUMBER

This is a number assigned by the Philadelphia Revenue Department used to file City business taxes.

Only one Business Tax Account Number is required for one individual or company regardless of how many rental properties they own.

Individuals who are required licenses, property owners and landlords must be tax compliant.



3. COMMERCIAL ACTIVITY LICENSE (CAL)

Formerly known as the Business Privilege License, this license is required of every person or company desiring to engage in any business in the City of Philadelphia including those desiring to let their properties for occupancy. It is a lifetime license free of charge and applies to all businesses owned by a person or company. A CAL must be obtained prior to applying for a rental license.

Only one CAL is required for one individual or company, regardless of how many rental properties they own.

EXCEPTION:

- For a property with four or less rental units, where the owner lives on the premises, a Commercial Activity License is not required. Instead, an identifier, known as an activity license number, is used by the City.

4. ZONING APPROVAL

A property must be properly zoned in order to operate as a dwelling for rent. Zoning approval is required even if the owner occupies one of the units.

A property must be zoned for residential use or visitor accommodations. The residential categories include Household and Group living.

- Household Living includes:
 - Single family - residence lot for 1 family
 - Two family - residence lot for 2 families with each family occupying a single dwelling unit
 - Multi-family - residence lot for 3 or more families with each family occupying a single dwelling unit
- Group Living includes:
 - Personal Care Home
 - Single Room Residence - a building containing multiple rooms without a private bathroom
 - Example: Dormitories, rooming houses, and supported independent living
- Visitor Accommodations – Hotel, Motel, etc.

5. CERTIFICATE OF OCCUPANCY (CO) OR PROOF OF LEGAL OCCUPANCY

A CO is a certification issued by L&I after a building is constructed or the occupancy of a building or space is changed. A CO is required as a prerequisite for obtaining a rental license. A CO is required as a prerequisite for a rental license for a newly established use or newly constructed building. For existing legally established uses, alternative documentation may be submitted as established by the department.



6. LANDLORD LEAD PAINT RESPONSIBILITIES

If a building was constructed prior to March 1978 and is obtaining a rental license, it is subject to [laws related to lead safety](#).

EXCEPTION:

- Dwelling units developed by or for an educational institution for the exclusive residential use and occupancy by that institution's students

If the building is subject to the lead laws, before a lease is signed, the landlord must provide the tenant with a current certified indicating that the property is Lead Safe or Lead Free. To certify a property is lead safe or lead free, a state-licensed lead inspector or EPA-certified dust wipe technician must inspect the unit and collect dust/wipe samples to test for lead. A certificate will be provided upon the determination that the property is Lead Safe or Lead Free. Only a Pennsylvania Licensed Inspector, Risk Assessor or EPA-Certified Lead-Dust Sampling Technician can provide a certification.

A copy of the certificate along with the dust wipe test results, must be submitted to the Philadelphia Department of Public Health through their [online portal](#).

- Lead safe certification must be based on an inspection performed no more than 4 years prior to rental license issuance, rental license renewal or execution of a new lease agreement.
- Lead free certification must be based on an inspection performed any time before rental license issuance, rental license renewal or execution of a new lease agreement.

A new or renewal rental license application may not be submitted until required lead certifications are uploaded to the Philadelphia Department of Public Health's [online portal](#). For more information, copies of the law, guidance for landlords, sample certificates, and more, go to: www.phila.gov/health/leadlaw

7. BED BUG CONTROL

Landlords must develop and follow a bed bug control plan to prevent and control bed bug infestations and provide the tenant with the Philadelphia bed bug informational notice: <https://www.phila.gov/documents/philadelphiabedbugnotice.pdf>

8. RENTERS' ACCESS ACT

The Renters' Access Act supports fair access to housing by creating uniform screening criteria for applicants' rental and credit history. Landlords shall follow the criteria when they screen prospective tenants: <https://www.phila.gov/files/renters-access-act-tenant-accessing-guidelines/>

9. EVICTION PROTECTION

Landlords must ensure residential tenants a list of rights to tenants at least 30 days before taking any steps toward eviction. This notice is not a lease termination or non-renewal notice: <https://www.phila.gov/documents/tenant-access-housing-protection-not-material-for-tenants-and-landlords/>

Landlords must contact the Eviction Diversion Program if a tenant submits a COVID-19 Certification of Financial Hardship, unless the tenant poses an imminent threat of harm: <https://evictiondiversion.phila.gov/>



10. OTHER REQUIREMENTS

Each time a dwelling unit is rented to a new tenant, the owner must give the tenant:

- I. A [Certificate of Rental Suitability](#) issued by L&I no more than sixty (60) days prior to the start of tenancy.
 - The Certificate of Rental Suitability, which must include the owner's attestation to the suitability of the dwelling unit. (L&I will not issue a Certificate unless the owner has obtained all licenses required to rent the property.)
- II. A copy of this booklet, *Partners for Good Housing*.
- III. Any owner required to obtain a Rental License must designate a Managing Agent who resides in the city or regularly attends a business office within the city.
 - An owner that resides or maintains a business office within the city may act as the Managing Agent.
- IV. High-rise residential buildings with a floor 75 feet or more above the lowest level of fire department vehicle access are also required to obtain a [High-Rise License](#) in addition to a rental.

HELPFUL TIP:

REFER TO APPENDIX B OF THIS DOCUMENT FOR A
CHECKLIST THAT CAN BE COMPLETED BY THE
OWNER AND TENANT.



FIRE PROTECTION

1. GENERAL REQUIREMENTS

- In the City of Philadelphia, ULI is responsible for enforcing the applicable sections of Title 4, the Building Construction and Occupancy Code, and Title 8, Regulation of Businesses, Trades, and Professions.
- Tenants, landlords, and homeowners each have the duty to keep the house, staircase, fire escapes, and exits clear at all times. Storage of any kind under stairways is prohibited unless the access is separated from the stair by fire-resistance-rated construction per Chapter 1 of Philadelphia Fire Code.
- Rubbish and garbage are not allowed to accumulate in any location inside a building, including basements, storage, electrical, mechanical or other equipment rooms. Rooms intended for trash storage must have sprinklers and be separated from the rest of the building by one-hour fire-resistance-rated construction.
- Rubbish, garbage or other materials shall not be stored or allowed to accumulate in elevators, passageways, stairs, doors, windows, fire escapes or other means of egress.
- Permitted amounts of paints and flammable liquids (including materials containing flammable materials) must be stored in a room separated from other parts of the building by one-hour fire-resistance-rated construction.
- Fire extinguishers must be installed in accordance with Section 906 of the Philadelphia Fire Code. As an alternative to area and distance requirements set forth in Section 906 and NFPA 10, the code allows for at least one fire extinguisher with a minimum rating of 1-A/1-B/C to be mounted in each dwelling unit. All fire extinguishers shall have a tag indicating make/model, inspection, and maintenance performed during the past 12 months.
- Except for one and two family dwellings, lighting area, located in common corridors, stairways and the exit discharge (exterior) to provide a light level of one foot-candle at the floor. The lighting must be on a circuit independent of the dwelling unit. In buildings that have a fire detector or are required exit lighting must have an emergency power source.
- In buildings that are required to have more than one exit (including fire escapes), exit signs are required to identify the means of egress from each floor. These signs are required to be illuminated at all times by both the normal and emergency power sources.
- In existing buildings that have more than one required exit door, the doors must be enclosed and separated from the corridor by fire resistant construction. In non-high rise buildings, doors in those exit or stair enclosures must be one-hour fire-rated self-closing doors or 1 1/2-inch thick solid core wood self-closing doors.
- In buildings that have only one required exit, the doors from the apartments must be self-closing and one-hour fire-rated or 1 1/2-inch solid core wood doors.



2. REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS

Owners of one- and two-family dwellings (including owner-occupied one-family dwellings) are required to install smoke alarms powered by the building's primary electrical system or a non-removable (sealed) 10-year battery. Smoke alarms should be installed as follows:

- Where more than one smoke alarm is required to be installed within an individual dwelling unit or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.
 - In buildings built prior to January 1988, smoke alarm interconnection is not required between multiple alarms within a dwelling unit.
 - Smoke alarms must be installed:
 - in the immediate vicinity of the bedrooms
 - On each story of the house (including the basement)
 - inside the bedroom in new dwelling units built before January 1988.
 - a. Discretion should be used to place smoke alarms as near to the bedroom(s) as practical without causing activation by normal cooking activity or steam from bathrooms
 - b. In no event shall the detector be placed more than 15 feet from the bedroom door
 - Ionization smoke alarms shall not be installed less than 20 feet horizontally from a permanently installed cooking appliance; Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet horizontally from a permanently installed cooking appliance; Photoelectric smoke alarms shall not be installed less than 5 feet horizontally from a permanently installed cooking appliance.
 - Smoke alarms shall be installed not less than 3 feet horizontally from the door or opening of a bathroom that contains a bathtub or shower
 - In split-level dwellings without doors between adjacent levels, a smoke alarm is only required on the upper level, provided there is less than one full story between levels.
 - Existing properties occupied as one- and two-family dwellings (R3) and those used as Residential Care facilities (R4) with five (5) to fifteen (15) occupants, must be equipped with Carbon Monoxide (CO) detection.
 - CO detectors shall receive their primary power from the building wiring
 - a. CO detectors are permitted to be battery powered or electric plug-in type if the building was constructed prior to January 1, 2010.
 - CO detection shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms
 - Where a fuel burning appliance is located within a bedroom or its attached bathroom, a carbon monoxide alarm shall be installed within the bedroom.
- Combination Smoke/CO alarms are permitted.

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FOR YOUR INFORMATION:

ACCORDING TO THE NATIONAL FIRE PROTECTION AGENCY, THERE ARE APPROXIMATELY 72,000 CARBON MONOXIDE INCIDENTS IN THE U.S. EACH YEAR.

- Annual certification of smoke alarms in one- and two-family dwellings is not required. However, upon sale of the property, the seller is required to certify in writing to the buyer that the required smoke and CO detectors have been installed and are in proper operating condition.

3. REQUIREMENTS FOR RESIDENTIAL HOTELS, MULTIPLE FAMILY DWELLINGS, AND MIXED-USE OCCUPANCIES (RESIDENTIAL LOCATED ABOVE NON-RESIDENTIAL)

SMOKE ALARMS

- Smoke alarms are required within the dwelling units of buildings that are not sprinklered throughout, in the same fashion as described for one- and two-family dwellings, except that battery-powered units are not accepted for any of the required smoke alarms. These should not be connected to the building's central fire alarm system but have their purpose is to sound their self-contained alarm only in the dwelling unit where they are activated.
- In existing high-rise buildings that are not sprinklered throughout, a smoke alarm is required in each bedroom in addition to the ones in the vanity or the bedrooms.

FIRE ALARM SYSTEMS

- A manual and automatic fire alarm system is required in the following occupancies:
 - Existing Use Group R1 (hotels, motels, etc.) except where specified in section S07 1.2 of the Philadelphia Fire Code
 - Existing Use Group R4 (buildings containing 3 or more dormitories, condominiums, boarding units, dormitories, etc.) except where the building is protected by an automatic fire suppression system (sprinklers) or those meeting the exception specified in Fire Code section 907.1.3
 - Existing mixed-use occupancies (for example, an apartment above a grocery store) except where the building is protected by an automatic fire suppression system (sprinklers)
 - Existing Use Group RA (assisted living) up to 60 residents
- An automatic fire alarm system consists of a fire alarm control system, smoke detectors which differ from smoke alarms, and audible devices such as bells or horn strobe combinations used for occupant notification in case of fire operations. In the event of fire, products of combustion that would activate smoke detectors.
- A manual fire alarm system consists of a fire alarm panel with manual activation, typically a pull or break-glass station and sounding devices similar to those referenced above.
- All fire protection equipment, including fire alarm systems, must be inspected, tested, and certified each year by a qualified, licensed electrical inspector or licensed fire alarm reporter. Copies of the certification must be kept on-site for a period of three years.



- A fire alarm panel is required to supervise all system components for proper continuous operation, to receive signals from the devices, to activate the sounding devices, and to provide back-up power in the event of the primary power failure. Fire alarm systems in high-rise buildings or those installed after January 1, 2004, are also required to be monitored in accordance with the Philadelphia Building Code.
- The Fire Department must be notified IMMEDIATELY through "911" of the activation of any fire alarm, excluding the household fire warning detectors that are installed in the dwelling units.

4. FIRE ALARM REQUIREMENTS UNIQUE TO BUILDINGS THAT WITH MORE THAN ONE EXIT STAIR

- The fire alarm panel is required to have at least one zone per floor.
- A manual fire alarm box (break-glass or pull station) is required at each door from the corridor to building exit stairs on each floor. At each box, a sign should be affixed, stating "IN CASE OF FIRE: SOUND ALARM AND CALL 911."

5. FIRE ALARM REQUIREMENTS UNIQUE TO "SMALL" APARTMENT BUILDINGS

Buildings three stories or less with one exit stairway or two exit stairways that are both visible from all points within a maximum 20-foot-long vestibule or corridor between the stairs have less stringent alarm requirements.

- The fire alarm panel is permitted to have a minimum of one zone that incorporates all of the system devices in the building.
- A manual fire alarm box (break-glass or pull station) is required only at the exit door from the stairway to the outside, not on each floor. At the box, a sign shall be affixed, stating "IN CASE OF FIRE: SOUND ALARM AND CALL 911."

6. FIRE ALARM REQUIREMENTS FOR MIXED OCCUPANCIES

- Define "Mixed Occupancies" – this is a term of art that people probably don't understand
- An automatic electrically powered fire alarm system with smoke detection is required in the non-residential use unless it is sprinklered throughout
- Where the non-residential use is a drinking and/or dining establishment, heat detectors are permitted in lieu of smoke detectors in the kitchen, in patron areas where smoking is permitted, and in patron areas where skillet or sizzling type entrees are served. All other detectors in the non-residential use are required to be smoke detectors.
- Alarm sounding devices are required to be located in the non-residential use and typically in the stairway or hallways in multiple-family dwellings above. Where the use above the non-residential use is a single-family or two-family use where there is no common hallway or stairway serving all floors, sounding devices will be required in the dwelling unit(s). Alarm sounding devices are required to be activated by the manual fire alarm boxes, fire suppression systems including commercial kitchen suppression, and all smoke detectors within the property excluding smoke alarms installed within dwelling units.



- Manual fire alarm boxes must be located at the exits from the non-residential use. These boxes must be connected to sounding devices throughout the building. Manual fire alarm boxes are not required in the exits from the residential use if it is a one- or two-family dwelling.

FOR YOUR INFORMATION:

**ACCORDING TO THE U.S. FIRE ADMINISTRATION, COOKING IS
THE LEADING CAUSE OF FIRE IN RESIDENCES**



BASIC FACILITY REQUIREMENTS

REQUIRED PLUMBING FACILITIES

- Every dwelling unit is required to have the following:
 - A water closet (toilet) in a room that gives privacy.
 - A lavatory basin (sink) located in the same room as the water closet or in close proximity to the water closet room door.
 - A bathtub or shower in a room that gives privacy. This room may be the same as the room with the toilet or a separate room.
 - An operable window or an approved ventilating system in each bathroom.
- Rooming houses require one water closet, lavatory basin (sink), and bathtub or shower for each four rooming units.
- All toilet rooms, bathrooms, and equipment must be kept in good working condition.
- Tenants must keep the bathroom and bathroom equipment clean and sanitary.

REQUIRED KITCHEN FACILITIES

- A kitchen sink.
- Tenants are responsible to keep the sink clean and use it properly.
- Dwelling units must be provided with permanent cooking facilities. The cooking equipment must be properly installed, work safely and effectively, and be maintained in good working condition. The tenant must use the cooking equipment properly and must keep it clean and sanitary.
 - Permanent cooking facilities are fixtures necessary for cooking which generally consist of a kitchen with a stove-top oven. Permanent cooking facilities do not include microwave ovens, toaster ovens or hotplates.
- Cooking and cooking equipment is not permitted in any Rooming or Dormitory Unit (coffee pots and microwave ovens are not considered cooking equipment).

FOR YOUR INFORMATION:

PORTABLE COOKING EQUIPMENT THAT USES FLAME IS PROHIBITED. COOKING EQUIPMENT THAT USES GASOLINE OR KEROSENE AS FUEL IS PROHIBITED.

WATER SYSTEMS

- The landlord must provide running water and facilities for hot water. Hot water must be available at not less than 110 degrees and not more than 125 degrees and at sufficient volume and pressure to enable the fixture to function properly.



- A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupant room unless kept closed unless permitted by the Property Maintenance Code [Section 205.4](#).
- All plumbing equipment must be connected to the City water and sewage systems unless the City gives permission to use a private system.

HEATING FACILITIES

- The landlord must provide a central heating system or an approved separate permanent heating system for each residential unit. Heating equipment must be safe, properly installed, and adequate to heat the entire dwelling unit.
- Cooling equipment that appliances cannot be used for heating.
- In rooming houses and buildings with two or more dwelling units, the landlord must supply heat at a temperature of 52 degrees for each apartment from October 1st through April 30th and during the months of May or June when when the outside temperature is at least 61 degrees F.
- The landlord does not have to supply heat if the dwelling unit is provided with separate permanent heating equipment solely under the control of the tenant of this apartment.
- Approved portable propane heaters are only permitted in one- and two-family dwellings provided they comply with the Fire Code. They shall not be within 3 feet of combustible materials, have a flue that extends outside, shall never be left unattended, be shut down before a cooling and should only be refilled outdoors.

ELECTRICAL SYSTEMS

- Dwelling units must be served by a minimum three-wire 120/240-volt single-phase service not less than 60 amperes.
- Every habitable space must have at least two separate and remote electrical outlets. Bathrooms, closets, halls, storage utility and similar spaces are not considered habitable space.
- Laundry areas must contain one grounded receptacle or ground fault circuit interrupter and bathrooms must contain at least one receptacle. New bathrooms require a receptacle with ground faulted out interruption protection.
- Every bathroom, toilet room, kitchen, laundry room, storage room, interior stairway and public hall must have at least one light fixture.
- Every public hall and stairway in buildings with three or more apartments must be lit by an electric fixture at all times.
- Multi-family dwellings (three or more) are required to have a nonflame exterior lighting over each street entrance and in each side or rear yard.
- Emergency lighting is required in hallways and stairways in buildings with two or more units.



KEEPING HOMES, APARTMENTS, AND YARDS CLEAN & SANITARY

KEEPING THE HOME HEALTHY AND SAFE

Both landlords and tenants must act to mitigate environmental hazards in the home. The Philadelphia Department of Public Health recommends following the U.S. Department of Housing and Urban Development's Seven Tips for keeping a Healthy Home:

1. **Keep it Dry.** Prevent water from entering your home through leaks in roofing systems, keep rainwater from entering the home due to poor drainage, and check your interior plumbing for any leaking.
2. **Keep it Clean.** Control the source of dust and contaminants, creating smooth and cleanable surfaces, reducing clutter, and using effective wet-cleaning methods.
3. **Keep it Safe.** Store poisons out of the reach of children and properly label them. Secure loose rugs and keep children's play areas free from hard or sharp surfaces. Install smoke and carbon monoxide detectors and keep fire extinguishers on hand.
4. **Keep it Well-Ventilated.** Ventilate bathrooms and kitchens and use whole house ventilation for supplying fresh air to reduce the concentration of contaminants in the home.
5. **Keep it Pest-free.** All pests look for food, water and shelter. Seal cracks and openings throughout the home; store food in pest-resistant containers. If needed, use sticky-traps and baits in closed containers, along with least toxic pesticides such as boric acid powder.
6. **Keep it Contaminant-free.** Reduce lead-related hazards in pre-1978 homes by fixing deteriorated paint and keep floors and window areas clean by using a wet-cleaning approach. Test your home for radon, a naturally occurring dangerous gas that enters homes through soil, crawlspaces, and foundation cracks. Install a radon removal system if levels above the EPA action-level are detected.
7. **Keep it Well-Maintained.** Inspect, clean and repair your home routinely. Take care of minor repairs and problems before they become large repairs and problems.

For more information, please visit www.hud.gov/healthyhomes.

GARBAGE & TRASH

- The interior and exterior of every premises must be free from the accumulation of rubbish or garbage.
- Occupants must place all rubbish and trash in storage containers or in disposal equipment.
- The owner of every dwelling shall supply one of the following:
 - an approved mechanical food waste grinder in each dwelling unit
 - an approved incinerator unit in the structure available to the occupants; or
 - an approved leakproof, covered, outside garbage container
- Garbage, not ground or incinerated, must be placed in leak-proof containers with tight-fitting lids. Combustible waste must be placed in covered containers or in sturdy bags that are securely tied. Newspapers and magazines should be tied in bundles of not more than 20 gallons.

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- All containers must be kept clean and sanitary.
- Refrigerators and similar appliances and equipment shall not be discarded or stored on premises without first removing the doors.

RECYCLING

- Recycling is the law in Philadelphia. If you don't recycle, you can be fined. Residents need to obtain their own recycling container - no larger than 20 gallons in size. Using multiple containers is okay, as long as they are used only for recycling solely. A free recycling container may be available to city residents at any one of the [Department of Public Sanitation Centers](#).
- The City will collect recycling curbside at residential buildings and single-family dwelling units.
- Owners of buildings with more than six dwelling units are responsible for providing recycling services through their own means. Usually, this means through a third-party contracted with a recycling service provider. Owners of town and co-op buildings may elect to register with a Streets Department program.
- Landlords are responsible for notifying tenants of the City trash and recycling regulations.

CARE & MAINTENANCE OF YARDS & FENCES

- The landlord and the homeowner must ensure that their yards drain properly.
- The tenant must keep the yard clean and sanitary.
- Fences must be kept in good repair by the homeowner or landlord.
- The property shall be maintained free from weeds or plant growth more than 10 inches.

INSECTS & RODENTS

- Owners are responsible for extermination within the structure prior to renting or leasing.
- The occupant of a single-family dwelling must keep the house clean and sanitary. It is the occupant's responsibility to have insects, rodents, and/or other pests exterminated.
- The owner of a structure with town or mobile dwelling or rooming units is responsible for extermination of public or shared areas. If the infestation is caused by the failure of an occupant to prevent infestation, the tenant and the owner shall be responsible for extermination.
- Responsible for Bed Bugs:
 - Owner Obligations
 - May not lease a dwelling unit, if:
 - they have given the tenant information notice regarding bed bugs;
 - has developed, maintained and is following a bed bug plan; and
 - has provided the tenant with written notice of any history of bed bug infestation and remediation history for his unit for the past 120 days.
 - If no such history exists, then must also be given to the tenant in writing.



- Tenant Obligations:
 - o Upon entering a dwelling, may not bring in personal belongings that are infested with bed bugs.
 - o Must notify the landlord within 5 business days if tenant reasonably suspects or knows of a bed bug infestation in the tenant's dwelling or common area of the building.
- Shared Obligations Between Owner and Tenant:
 - o Tenant must share in the responsibility for the reasonable cost for investigating and remediating a bed bug infestation if tenant fails to notify the landlord, in writing, more than 365 days of the start of the lease that the tenant found or reasonably suspected bed bug.
- For more information, see [Section 9-4802](#) of the Philadelphia Code.



HOW THE BUILDING CONSTRUCTION AND OCCUPANCY CODE IS ENFORCED

REPAIRS

- The landlord or homeowner is responsible for all repairs that are necessary to keep the building in good condition.
- All foundations, walls, roofs, floors, ceilings, windows, doors, stairs, and porches must be safe, weather-tight, and rodent proof.
- All interior doors, cabinets, shelves, and other cupped equipment must be kept in sound condition and good repair.
- Exterior wood or masonry surfaces must be painted or covered with protective coating to prevent deterioration. Exterior walls must be painted, and cracks sealed to keep them weather-tight and waterproof.
- All plumbing and heating equipment must be properly installed, kept in good mechanical condition, and free from leaks and stoppages.

FOR YOUR INFORMATION:

THE CITY HOLDS THE LANDLORD RESPONSIBLE FOR ALL REPAIRS REQUIRED BY LAW, REGARDLESS OF ANY AGREEMENT OR LEASE BETWEEN THE TENANT AND LANDLORD.

LEAD PAINT

- Lead paint shall not be permitted to remain on interior surfaces of any dwelling, rooming house, dwelling unit, or rooming unit when the Department of Public Health determines that its presence creates a health hazard.
- The Environmental Protection Agency's Renovation, Repair and Painting Rule (the RRP Rule), has been in effect since June 23, 2008, to protect against hazardous lead dust. The RRP applies to renovation, repair or painting work at a property that:
 - was built before 1978;
 - is visited or occupied by children under six years of age; and
 - will disturb more than six square feet of painted surface on walls or woodwork (one to five or 20 square feet (exterior)).
- There is no safe level of lead in the human body. Children under the age of six are most susceptible to the effects of lead. Even at low blood lead levels, the result of lead exposure can result in behavior and learning problems, lower IQ and hyperactivity, slowed growth, hearing problems, and anemia.



If the landlord does his/her own work on rental properties subject to the RRP rule and/or uses his/her own employees to do so, the landlord must be an EPA-certified RRP firm and only use trained and certified workers to do the work. If the landlord hires a contractor to do the work, the landlord does not need to be certified, but the contractor doing the work does.

For more information, please see the EPA website at: <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>.



HOW TO FILE A COMPLAINT OR AN APPEAL

GENERAL

The City enforces the **Building Construction and Occupancy Code** by sending L&I inspectors to examine housing conditions. L&I is authorized and directed by law to conduct such inspections at reasonable times. Inspectors must show proper identification.

When a violation is found, L&I notifies the responsible party – either the landlord, the tenant, or the homeowner. That person is told to correct the violation within a certain period of time. The responsible party is also provided an opportunity to contest the violation(s) by filing an administrative appeal to the Board of Licenses and Inspection Review.

The responsible party may also be fined directly by the Department if the violation is not corrected, subject to a lawsuit. Such a lawsuit could result in court-ordered monetary fines for a violation prescribed by the Philadelphia Code.

In extreme cases such as structurally dangerous conditions, fire hazards which are vented and open to the street, or those with hazardous material storage, L&I is authorized to correct any violations which are considered unsafe or hazardous if the violations are not corrected. The City may also suspend operations altogether for the property, rendering further occupation of the property unlawful. The City charges the cost of the penalties to the violator and, with the approval of the Law Department, can collect the cost by lien on the property.

COMPLAINTS

If the landlord is not carrying out his or her responsibilities, the tenant should let the landlord what the problems are. If the landlord fails to act, the tenant should report the problems to L&I through 311. Complaints can be filed over the phone by calling 311 (within Philadelphia) or 215-686-8600 (outside Philadelphia) in person (City Hall, Room 180), [online](#), or through the Philly 311 app.

When filing a complaint, the person must give his or her name and/or address, the address of the property and the nature of the complaint to ensure accuracy and efficiency of the inspection. A case will be generated and referred to the appropriate inspection unit.

If an inspector is unable to enter the property, he or she will leave a card. The recipient is required to call the number on the card to arrange for an inspection.

The Department does not divulge the identity of a complainant.

APPEALS

Any person who believes that the Department has erred in some action that has been taken may appeal to the appropriate Appeals Board. For more information on Appeals Boards and filing instructions, visit [L&I's website](#).



APPENDIX A: LEAD IN DRINKING WATER

The following information is provided by the Philadelphia Water Department and Department of Public Health:

Old plumbing fixtures and solder, and the service pipe connecting a residential property to the public water main, may contain lead that can enter the drinking water. The City treats its drinking water to reduce the risk of exposure from lead materials used in home plumbing. Using fresh water from the main will further reduce the risk of lead exposure from your plumbing. If the water tap has not been used in more than six hours, it is recommended that you run the water for at least three minutes before drinking or cooking with it. This time may need to be longer depending on how far the tap is from the water main. Also, you should always use cold water for drinking, cooking, or making baby formula.

For more information, review the Lead Guide at <https://www.phila.gov/guides/lead-guide/where-is-lead>.



APPENDIX B: SUPPLEMENTAL RENTAL CHECKLIST

The checklist below is intended to serve as a guide to outline the additional documents or information that a tenant is entitled to.

Property Address: _____

Unit (if applicable): _____

	Additional Details	Provided
A copy of this Partners for Good Housing brochure		☐
A Certificate of Rental Suitability issued by L&I no more than sixty (60) days prior to the start of tenancy	Date of Certificate: _____	☐
Rental License	License No: _____	☐
Managing Agent that operates in Philadelphia	Name: _____ Phone/Email: _____	☐
A copy of A Guide to Bed Bug Safety brochure		☐
Confirmation that within the past 120 days this unit has / has not had a bed bug infestation	_____ _____	☐
Confirmation that this property has been certified Lead Free / Lead Safe	Date of Certificate: _____	☐







City of Philadelphia
Department of Licenses and Inspections (L&I)
1401 JFK Boulevard, 11th Floor
Philadelphia, PA 19102
215.686.2400

Phila.gov/LI



PENNSYLVANIA ADDENDUM

(Updated 01/26/2017)
(Revised 06/21/2024)

Apartment Community: _____

Resident: _____

This is an addendum to the Lease and controls in the event of a conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

1. MEGAN'S LAW DISCLAIMER. We have not made any investigation or inquiry under Megan's Law (Sex Offender Registration Law), and you agree to make such inquiry or investigation as you deem necessary. By signing this addendum, you acknowledge that any information disclosed under Megan's Law may not be used with respect to the provision of housing or accommodations. By the acceptance of this Lease, you release us and Management of any obligation or responsibility to obtain or to disclose such information to you. The Pennsylvania State Police keep a current central Statewide Sex Offender Registry, which is available on the Internet at <http://www.pameganslaw.state.pa.us/>.

2. WAIVER. You waive the right to any notices to quit or other notices as may be specified in the Pennsylvania Landlord and Tenant Act of 1951 (68 P.S.C.A. Section 250.101 et seq.), as amended, and agree that the notices provided in the Lease are sufficient even in the case a longer period may be statutorily specified.

3. PENNSYLVANIA LANDLORD AND TENANT LAWS. You hereby agree with us that to the extent any provision of the Lease is inconsistent with the laws of the Commonwealth of Pennsylvania, the inconsistent Lease provision will be deemed modified to the minimum extent necessary to comply with such law(s).

4. CONFLICT WITH LAW. In the event of any conflict between the provisions of the Lease or this addendum and any applicable law, applicable law shall control.

Management, as Agent for Landlord

Date

Resident

Date

