

# Lease Terms Addendum

The following terms and conditions hereby modify, and are made part of, the Residential Lease between Landlord and Tenant with start date \_\_\_\_\_, 2019 for the Property with address 1005 S Webster Ave, Unit(s) \_\_\_\_\_, Scranton PA 18505.

- 1. Fees.** Tenant agrees to pay the following fees as Additional Rent, payable at time of service or with the next month's rent:
  - o \$5 fee for each discarded cigarette butt on the property attributable to Tenant.
  - o \$20 fee for credit check
  - o \$50 fee to unlock a lock for Tenant for 3rd and later requests.
  - o \$50 daily rent for each unauthorized guest after 3 days occupancy during any one month.
  - o \$50 fee for disposal of an unauthorized item during needed cleaning or at end of Term.
  - o \$50 fee plus costs for Landlord to visit to resolve an unnecessary or Tenant-caused service request, or to communicate with Tenant if Tenant has no telephone service.
  - o \$75 fee for needed cleaning, plus costs (labor, vehicles, dump)
  - o \$150 fee for failure to grant access to Property to Landlord or service technician for a requested service.
  - o \$125 fee to lease and move to a different apartment owned by Landlord
  - o \$150/month for each additional person over age 12 over the number of legal bedrooms in Tenant's unit(s) after 3 days occupancy in the month.
  - o \$250 fee to prepare and deliver a valid notice in connection with an eviction proceeding.
  - o Utility and trash company additional charges for Tenant's items.
  - o Collection agency fees if sent to collections
  - o Attorney fees and costs of legal action to enforce Lease.
  - o Costs incurred to Landlord due to Tenant action or inaction.

**Definitions:** Items left outside the Tenant's locked premises shall be considered "unauthorized" unless authorized by Landlord in writing. Items left inside Tenant's locked premises after termination of this lease shall also be considered "unauthorized". If Landlord feels a common or Tenant area needs to be cleaned and Tenant has not cleaned it within 3 days of a written notice, cleanup shall be considered "needed". Tenant action or inaction could incur costs to Landlord including without limitation Tenant caused fire or damage, broken windows, plumbing stoppage caused by inappropriate material (hair etc.) in the drains, major or minor repairs, Tenant failure to report what Landlord could have prevented if notified, such as a reasonably detectable leak causing a water bill increase, etc. "Common areas" generally refers to those areas connecting the apartments or providing access to the individual apartments including but not limited to: main door entryways to the building, hallways and stairs, railings, stairs, doors, porches, front and back yards.

- 2. Rent (re: #6B).** The amount of Total Rent due during the Term is subject to later-assessed fees or charges that are classified as Rent.
- 3. Occupants (re: #9B)** Tenant agrees not to allow the Property to be occupied or otherwise used by anyone other than the occupants further identified below (include all minors):

Occupants:

First, Middle, & Last Name	SSN	Phone	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_ Tenant Initials

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Tenant and Landlord may later agree to additional authorized persons occupying the Property, in writing, which shall include the person's legal name, social security number, phone, email address, age, and relationship to Tenant, and shall provide for background/credit check and \$150/month additional rent payable per additional person over age 12. After three days' visit, a guest must become authorized by Landlord or pay daily rent (see Fees).

4. **Renewal.** Without obligation Landlord and Tenant may negotiate and sign a Renewal Addendum modifying this Lease by extending its Term end date and adjusting the monthly rent according to local market conditions. A Renewal Addendum validly executed by the parties shall be deemed a part of, and a modification of, this Lease.
5. **Utilities.** Tenant agrees to put applicable utilities in Tenant's name immediately prior to taking possession, and to pay any deposits required by the suppliers of any such utilities, and to pay utility bills when due. PPL's phone number is 800-342-5775 and the electric meter number is # \_\_\_\_\_. Tenant agrees, if electricity or gas is disconnected, to move out until restored.
6. **No Smoking.** Tenant agrees: This is a NO SMOKING property.
  1. Smoking is not allowed within the building or outbuildings or within 25 feet of any door or window.
  2. Tenant must provide and exclusively use a receptacle for cigarette, cigar or pipe tobacco waste outside of the building,
  3. Cigarette, cigar or pipe tobacco may not be discarded onto sidewalks, parking areas, or porches, into landscaping, or common areas as designated by Owner. (See "Fees" above.)
  4. Tenant understands and agrees that any damage caused by or related to cigarette/pipe/cigar smoking or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Landlord-installed fireplaces), shall not constitute fair wear resulting from ordinary use of the Property. The cost of such repair, which shall be borne by Tenant, may include the following: deodorizing of Property, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing, or replacing flooring, carpeting or padding.
  5. If Landlord detects smoking or its aromas or debris within or emanating from the Property, cleanup shall be deemed necessary and shall also include running an ozone generator at Tenant's expense within the Tenant's Property until odors have fully cleared, during which time Tenant shall move out and not occupy the Property, without releasing Tenant from any obligations under this lease.
  6. Landlord reserves the right to restrict smoking in any common area at Landlord's sole discretion.
7. **Appliances.** The Property is rented with appliances. The use of these is included in the monthly rent. If during the term of this lease, it is found that the Tenant is/are not cleaning or using the appliances in the correct manner, they will be removed. At that time it will become the Tenant's responsibility to provide said appliances. Tenant will also be responsible for all repair costs that are caused by Tenant negligence. Under no circumstances is the Landlord responsible for loss of product due to stove or refrigerator failure.
8. **Storage.** There is NONE. There are no provisions for any storage outside the walls of the Tenant's locked Property. Any item placed outside Tenant's unit without Landlord's agreement will be disposed of at Tenant's expense, at a rate of \$50.00 per item (see "Fees" above).
9. **Security.** Tenant recognizes that his/her keeping any personal property or vehicles on the Property is at his/her own risk. Tenant is responsible to keep all exterior doors locked at all times. Even so, Tenant acknowledges that all locks or security systems may potentially be breached and that no warranty or representation is made regarding the efficacy of such systems. Tenant hereby recognizes that Landlord is not liable for claims or damages arising out of the loss or damage to goods or property for whatever reason outside the

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Landlord's direct control. Tenant understands that Landlord does not guarantee, warrant, or insure Tenant's personal security and is limited in their ability to provide protection. Tenant acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. Tenant understands that any proactive steps Landlord has taken are neither a guarantee nor warranty that there will be no criminal acts or that Tenant will be free from the violent tendencies of third persons. Tenant has been informed and understands and agrees that personal safety and security are Tenant's own personal responsibility. Harrassment or intimidation of a resident, guest, owner, or owner's agent is prohibited.

10. **Windows.** Tenant is responsible for the cleaning and maintenance of the windows in their apartment. If any window(s) or screen(s) become damaged or broken as a result or during the Term of this tenancy, the Tenant will be responsible for repair(s). Tenant agrees to observe care and caution when installing and removing any window unit air conditioners.
11. **Miscellaneous.** Storm doors are not included in the rental. Light bulbs shall have a wattage of no higher than 60 watts. Should Tenant attach any fixtures, blinds or any other objects to the real property by nails, screws, or glue, it is agreed that these objects will remain with the Property and may be subject to cost of removal at Landlord's discretion. Tenant shall not install or authorize installation of any wiring on the Property which requires the drilling of holes into the dwelling, without Landlord's written consent.
12. **Minor Repairs** Tenant is responsible to carry out and to report minor repairs such as light switches, replacing light bulbs, doorknobs, broken windows, leaking faucets, minor toilet problems, etc.
13. **Condition of Property.** The Tenant declares that no representations as to the condition of the Property have been made to him by the Landlord or his agent except those representations expressed in this Lease, and that no promise has been made by the Landlord or by his or her agent to decorate, alter or improve the Property.
14. **Alterations.** The Tenant shall not make or permit to be made any alteration or addition to the Property without first having submitted a plan or a sufficient specification thereof to the Landlord or his or her agent, and obtained his or her written approval thereof.
15. **Fire Extinguisher.** Any fire extinguishers supplied are without charge for convenience of Tenant only and no warranty is made as to their sufficiency for the Property. Regular inspections and maintenance in compliance with the information tag thereon are the Tenant's responsibility. Malfunctions are to be reported to Landlord in writing. If liability or damages occur because of a Tenant's disabling or failure to maintain the unit, the Tenant is open to potential lawsuits and liability. Landlord hereby discloses, and Tenant acknowledges, that there is no fire sprinkler system, no fire alarm system, no emergency notification plan, emergency relocation plan, or emergency evacuation plan.
16. **Quiet.** Quiet hours are from 9:00PM to 8:00AM daily. No keg parties and no parties larger than 5 guests on the Property.
17. **Landlord Not Liable.** The Landlord shall not be liable for any damage to any property at any time in the Property or building from gas, water, steam, waterworks, rain or snow, which may leak into, issue or flow from any part of the building of which the Property are a part or from the pipes or plumbing works of the same, or from any other place or quarter.
18. **Tenant to Notify.** The Tenant shall give the Landlord prompt written notice of any accident or other defect in the water pipes, gas pipes or heating apparatus, telephone, electric light or other wires. Landlord shall make necessary repairs within a reasonable period of time not to exceed two weeks.
19. **Liability of Tenant.** The Tenant shall be liable for costs or damages done by reason of water running in or from the faucets or fixtures in the Property or from gas permitted to escape therein. To reduce liability, no attractive nuisances shall be allowed such as trampolines, skate ramps, swimming/wading pools. Similarly no fish tanks, no waterbeds.

\_\_\_\_ Tenant Initials

\_\_\_\_ Landlord Initials

20. **Acceptance of Overdue Rent.** The acceptance by the Landlord of arrears of rent or compensation for use or occupation of the Property after notice of termination of the lease has been given shall not operate as a waiver of the notice or as a reinstatement of the lease or as a creation of a new lease unless the parties so agree.
21. **End of Term.** At the end of the Term, the Tenant shall yield up the Property in the same state of repair and condition as at the beginning of the Term, fair wear and tear excluded.
22. **Holdover Tenancy.** A holdover tenant (as defined in #22 of this Lease) in addition to damages provided there, shall remain subject to all applicable terms and conditions of this Lease.
23. **Renewal Addenda.** Without obligation Landlord and Tenant may negotiate and sign a Renewal Addendum modifying this Lease by extending its Term end date and adjusting the monthly rent according to local market conditions. A Renewal Addendum validly executed by the parties shall be deemed a valid part and modification of this Lease. If Tenant personally vacates the Property for ten days while Rent is overdue and unpaid, Tenant shall be deemed to have moved out on the first of those ten days.
24. **No Release of Tenant.** Tenant shall not be released from payment of the Total Rent during the Term except for the amount thatn may be realized by the Landlord by the re-renting of the Property as here allowed.
25. **Early Termination by Tenant.** If Tenant terminates the lease early without all conditions of the Lease #23 being met, Tenant agrees to pay the sum of two (2) months' rent to cover additional expenses and allow time for Landlord to acquire a new tenant.
26. **Condonation of Breach Not a Waiver.** Any excusing, condoning, or overlooking by the Landlord of any default, breach or non-observance by a Tenant at any time of any covenant, provision, condition or regulation in this Lease shall not operate as a waiver of the Landlord's rights under this Lease in respect of subsequent defaults, breaches, or non-observances of terms of this Lease, and shall not defeat or affect in any way the Landlord's rights in respect of any such subsequent default or breach.
27. **Indemnity.** The Tenant covenants with the Landlord to indemnify the Landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Landlord may become liable by reason of breach or non-performance by the Tenant of any covenant, agreement or provision of this Lease, or by reason of any act or default by the Tenant or member of his or her family, household or guests, his indemnity shall, where the breach, non-performance, damage to property, personal injury or death occurs during the term of this Lease, survive termination of this Lease.
28. **Notices.** All notices under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if POSTED ON THE TENANT'S DOOR, or mailed by certified mail, return receipt requests, to the address of the Tenant at the Property or sent to Tenant's last known address. Any notice to the Landlord shall be sufficiently served if mailed to the Landlord's property manager at the address set out as the Landlord's address at the beginning of this Lease.
29. **General.** This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and permitted assigns. In the event that either the Landlord or Tenant files an action in relation to this Lease, the unsuccessful party in the action shall pay the successful party's reasonable attorney fees in addition to all sums that the Court orders the unsuccessful party to pay.

The lease is to be interpreted and enforced under the laws of the State of Pennsylvania without regard to jurisdiction. If there is a conflict between any provision of this Lease and applicable legislation of the United States or State of Pennsylvania (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into the Lease. As thus modified the lease shall be deemed enforceable by the parties. Time is of the essence of this Lease.

\_\_\_\_ Tenant Initials

\_\_\_\_ Landlord Initials

TENANT AGREES:

I HAVE BEEN GIVEN SUFFICIENT TIME TO SEEK LEGAL COUNSEL. I HAVE READ, PARAGRAPH BY PARAGRAPH, THIS RESIDENTIAL LEASE AND CONSIDER IT TO BE "PLAIN LANGUAGE". I HAVE PLACED MY INITIALS AT THE BOTTOM LEFT OF EACH PAGE TO FURTHER CONFIRM MY UNDERSTANDING. I FULLY UNDERSTAND ALL THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT AND I AGREE TO BE BOUND BY IT IN ITS ENTIRETY.

IN WITNESS WHEREOF, the parties hereby execute this Lease effective the day and year first above written.

Landlord:	Signature:	Date:
Tenant:	Signature:	Date:
Tenant:	Signature:	Date:
Tenant:	Signature:	Date:

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