

Rules and Regulations

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

Rule 1. The rent must be paid to the Landlord with **ONE** check or money order. If separate checks are sent, they will be returned to the Tenant and late fees shall be assessed.

Rule 2. It is agreed by Tenant and Landlord that the total rent amount over the lease term is divided into equal monthly payments although some months have fewer days than others. Tenant shall pay the first partial month's rent and the last partial month's rent by the first of the month prior to the commencement date, regardless of the actual commencement date of the lease. No keys will be issued to the Tenant until the first rent payment has been received.

Rule 3. Rent is due on the **1st of the month**. If the first of the month falls on a Sunday or holiday then the due date will be extended to the following business day. If the rent is not paid by the 5th of each month, a late charge of \$5.00 per day retroactive to the first of the month will be assessed. If there is any unpaid balance on Tenant account, it will be deducted from Tenant's most recent rental payment and any deficient amount in the rent will be considered late with the fee accruing to the 1st day of the month. Tenant understands that the premises is committed and leased to Tenant for the whole lease term and agrees to pay the full rent regardless when Tenant possess or returns the keys for the premises.

Rule 4. If Tenant shall occupy the leased premises prior to the beginning of the term, such occupancy shall be subject to the terms of this lease. Rent shall be paid for the same period from the date of such occupancy to the beginning of said term. If Tenant occupies the premises beyond the ending date of the lease agreement, a **\$200 per day** fee will be levied against Tenant for each day or part of day beyond the ending date.

Rule 5. The security deposit shall be retained by the Landlord and administered in accordance with all applicable statutory requirements as security for Tenant's faithful performance of all lease terms, covenants and conditions. On the second (2nd) anniversary, the deposit, if it exceeds \$100, will be deposited in an interest bearing account. One percent (1%) of the interest will be retained by the Landlord for bookkeeping. The balance of the interest will be paid to the Tenant, as required by Pennsylvania Law. The check will be made payable to all persons signing this lease and mailed to a forwarding address which must be furnished by Tenant in writing.

Rule 6. A **\$50.00 service fee** will be charged on all checks returned due to Non-sufficient funds or for any other reason. Returned checks **will not be re-deposited, unless done automatically by the bank**. Tenant must cover the returned check with cash, money order or certified check. Late charges will continue to accrue, retroactive to the 1st of the month until the rent is paid in full.

Rule 7. All maintenance or utility charges of Tenant must be paid or notice of any disputed charges must be delivered to Landlord prior to Landlord specified due date (usually within 10 days of the statement date). Any late payments will result in a charge to the Tenant of \$5.00 per day from the due date.

Rule 8. The subleasing fee is \$50 per sublet agreement and is charged to the original Tenant. Before subletter moves in, Tenant must obtain the Landlord's permission, fill out the subleasing form and pay the subleasing fee. Landlord does not have a legal relationship with the subletter. Tenant needs to pay the rent directly to the Landlord and still needs to fulfill the obligations required on the lease during the lease term whether Tenant resides in the leased premises or not. Tenant must review the lease with the subletter. Charges incurred by the subletter are the Tenant's responsibility.

Rule 9. All furniture shall remain in the unit at all times and shall not be moved outdoors at any time. Inside furniture on a porch or balcony is a major fire hazard and is forbidden by local code. All inside furniture found outside will be immediately removed at the expense of the Tenant. Tenant shall not alter any part of the leased premises, equipment or fixtures, physically or cosmetically, by any means, such as painting, removing doors, storm windows, screens, or fixtures from their original location. Any alternations shall be considered a violation of this rule, and Landlord reserves the right to restore the premises to its original condition at Tenant's expense plus **\$50.00** per item violation fee charged to Tenant

Rule 10. Your unit may be equipped with sprinkler heads. Regulations do not enable multiple shut-off valves on the system. If one of the heads is activated, 15 gallons of water per minute will flow from the sprinkler. Please be extremely careful with heating devices or open flames in the area of the sprinkler heads. If the sprinkler system goes off due to tampering with the system, the Tenants will be held responsible for all damage. Landlord or the Fire Department must be called immediately to shut off the system. Tampering with a fire alarm apparatus is in violation of the criminal statutes. Violation of this law may result in a fine and imprisonment.

Rule 11. If Tenant is unable to pay the full rent, Landlord has the right, but is not obligated, to put an additional person into the leased premises to compensate for the deficient amount. Tenant agrees to vacate a bedroom for him/her and Landlord will not be held responsible for any of his/her behaviors or acts. This agreement can be extended and applied to additional persons added to the leased premises until the deficient rent is paid in full.

Rule 12. Tenant shall be responsible for testing all fire warning devices such as smoke detectors and fire alarms within the Leased premises monthly and shall notify the Landlord if any device is not functional. Tenant is responsible for replacing batteries as needed. Tenant shall not disable, or permit to be disabled, any fire warning device or discharge any fire extinguisher except in case of a fire. Tenant is responsible for the malfunction of smoke detectors whether as a result of weak, defective, or inoperable batteries or otherwise. Tenant shall also be responsible for care and maintenance of fire extinguisher. All fire extinguishers will be charged by Landlord and must remain charged during tenancy and upon vacating by Tenant. If the fire extinguisher is discharged, Tenant must notify Landlord to recharge it. The cost of recharging or the replacement of the extinguisher will be billed to all Tenants of the unit. All fires must be reported to Landlord. Should Landlord find a disarmed or damaged smoke detector or discharged fire extinguisher, Landlord will notify the Centre Region Code Enforcement Officer and Tenant shall be assessed the sum of not less than **\$150.00**.

Rule 13. Tenant agrees to only use the light bulbs not exceeding the maximum wattage allowed by the fixture for fire safety, and not to use touchier floor lamp with halogen light bulb in the premises.

Rule 14. Tenant is financially responsible for fires and damages caused by the negligence of Tenant or his/her guests. Tenant shall become familiar with and observe all posted security regulations and all posted fire escape or evacuation routes and all fire exits. Questions concerning security and fire procedures should be directed to Landlord without delay. Tenant understands that faulty wiring is one of the major fire hazards and Tenant agrees not to use any reconnected wires, aged wires or conductors for any electric device.

Rule 15. NO ANIMALS OF ANY KIND SHALL BE CARRIED OR KEPT IN OR ABOUT THE LEASED PREMISES. If Tenant keeps or permits to be kept any said animal or pet on the premises, the said Tenant agrees to pay to Landlord the sum of **\$25.00** for each day or part of day that each animal remains on the premises plus pet-associated treatment costs no matter who is the owner of the animal. The Tenant further agrees that Landlord shall have the sole and exclusive right to determine if the premises need to be exterminated upon finding an animal of any kind on the premises.

Rule 16. If the premises are not cleaned when Tenant takes possession, Tenant shall call Landlord within 48 hours of the move-in date for call-back cleaning service. Landlord will not reimburse Tenant for cleaning if it is done by Tenant, while Tenant shall still be responsible for leaving the apartment cleaned on vacating the premises.

Rule 17. Tenant is responsible for providing appropriate non flammable containers for trash and shall keep the premises in good state of preservation and cleanliness. No articles shall be hung from the windows or placed upon the windowsills or balconies or common areas. Trash cans and recycle bins have to be kept indoors, on the porch or in hidden areas, and must be taken out to the curbside no earlier than the night before the refuse pickup day and taken back no later than the night of the pickup day. All recyclable glass, metal, paper or plastic contains, such as bottles, cans, cups, plates and boxes, must be sorted and placed in recycle bins. Refuse shall be placed in garbage cans or in the dumpsters. Cigarette butts must be placed in a non-combustible container or ashtray. Please break boxes down before discarding or recycling.

Rule 18. Landlord has the right to treat and correct any cleaning, refuse, recycling or littering item violation said above at a cost to Tenant of \$30.00 per hour (with a \$15.00 minimum charge) plus material costs at any time and at Landlord's sole discretion. Notwithstanding Landlord's action, Tenant is solely responsible for keeping the premises clean and free from littering and animal feces left by anybody except Landlord and Landlord's associates, whether or not he/she is Tenant, and responsible for any violation fine issued by the local authority related to littering, animal feces or improper refuse and recycled matter disposal.

Rule 19. Tenant shall not add, remove, alter, or change any locks. There shall be a **\$100.00** charge to Tenant for each occurrence. **Absolutely no hasp** shall be installed on any door under any circumstances as **it is forbidden by local code ordinance**. Tenant shall be charged **\$100.00** for each such violation. Landlord can install a deadbolt lock upon Tenant's request for a fee of \$50 plus the actual cost of parts and labor to install. The lock installation request can be given to Landlord any month other than July - September.

Rule 20. A minimum **\$75.00** per lock (cost of mailbox lock or special locks may vary significantly) will be charged if not all keys are returned or mailed out to the Landlord by the Lease termination date. The same charge shall be applied to the loss of any key, which shall necessitate the change of any lock. If Tenant experiences troubles with keys, Tenant should report to Landlord immediately. Otherwise, replacement of a broken key is **\$10.00** to Tenant.

Rule 21. A lockout fee of **\$50.00** will be charged between 9am to 5pm on business days and **\$75.00** after hours.

Rule 22. No air conditioners or other window devices, window treatments, awnings, draperies, or umbrellas, hot tubs, wading pools, or swimming pools, waterbeds, interior and exterior wiring, radio or television reception devices such as antennas or satellite dishes, privately owned washers, dryers, dishwashers, refrigerators, or freezers shall be installed or used on Leased Premises or in the common areas around the Leased Premises without Landlord's prior consent in writing. Running wires and cables of any kind through windows and doors is forbidden in the premises. Any violation will be charged **\$50.00** fee per item plus cost of usage and the cost of recovery back to the original condition.

Rule 23. All the incandescent light bulbs, including appliance bulbs and track bulbs, florescent starters, and fuses are adequately supplied by Landlord before Tenant moves in. They shall be furnished by Tenant with parts of the same type, wattage, and color if they are burned out after the Tenant moves in. The light bulbs in the porches, balconies, entrances, hallways or common areas shared by other units in the same building are Landlord's property for safety purposes. They shall not be removed, replaced, or changed to different types or colors by Tenant. Tenant shall call Landlord for replacement when necessary. In many apartment units, mini fluorescent light bulbs have been used. Tenant agrees not to remove any such bulbs or replace them with incandescent bulbs or a different type of bulbs. Tenant will be charged **\$25.00** plus labor and material for each violation or occurrence of this rule.

Rule 24. Tenant agrees to keep all doors, windows and storm windows closed firmly and tightly during the heating season, except for short periods of time for ventilation during the day, and no wire of any kind is allowed to run through windows or doors to the exterior. Otherwise, extra heating costs may be charged to Tenant, and Tenant shall be responsible for all excessive heating costs, insufficient heat, and consequential damages.

Rule 25. Tenant will maintain a minimum temperature of 60 degrees F in all heated rooms of the dwelling (but not higher than 75 degree F for best comfort and energy saving.) Tenant is prohibited from using any device not supplied by Landlord which produces heat by consuming electricity or any flammable substance. Also, upon leaving the premises for any extended period of time, Tenant shall provide for daily inspection of the premises during cold periods. This inspection shall include checking on the heating system to insure that proper heat levels are being maintained. Any damage caused by freezing pipes shall be the responsibility of Tenant if the minimum temperature is not maintained. **(KEROSENE BURNERS OF ANY TYPE OR AUXILIARY HEATERS ARE PROHIBITED.)**

Rule 26. Landlord will treat termite, carpenter ant infestation or rats that cause hazards to the building or the safety of human beings. If roaches are found within two weeks after Tenant moves in, Landlord will be responsible for the treatment. Any roach found two weeks after Tenant moves in, Tenant is responsible for the treatment cost. Landlord may, at Landlord's sole discretion, treat or not treat such harmless pests as spiders, ants, earwigs, millipedes, birds, or any other animals which are not known to cause human safety hazards. In case a pest treatment is scheduled, Tenant agrees to give the entry right to pest control vendors and to follow all provided instructions in preparing the unit for the treatment, or a **\$25.00** fee plus damages thus caused will be charged to Tenant.

Rule 27. Landlord shall not be liable for loss or damage to Tenant's personal belongings due to or resulting from infestation or the droppings of insects, silver fish, pests or any kind of creatures or any kind of animals. Tenant shall be solely responsible for Tenant's own personal belongings and shall protect these belongings from being damaged by any influences of elements, adverse environments, water or streams that may leak into or flow from any part of said premises through any defects in the roof, plumbing, or from any other sources.

Rule 28. The garbage disposal, toilet and drains shall not be used for any other use than that for which they are constructed. **Do Not** throw any food, sanitary napkins, tampons, rags, paper products, hair, dirt, grease, paint, plastic, glass or metal objects or improper articles into the same. Any damage resulting from misuse thereof shall be borne by the Tenant. The following are examples of what will be charged to Tenant: **a)** Garbage disposals jammed because of improper use. **b)** Broken windows, screens, or doors. **c)** Toilets clogged beyond 48 hours after Tenant's move-in. **d)** Damages caused by toilet overflow. **e)** Broken or damaged items which did not occur as a result of normal wear and tear.

Rule 29. Tenant acknowledges that the leased premises may be located within a building which contains common area shared with other rental units. If damage shall occur within the common areas through no fault or neglect of Landlord, and as a result of vandalism, Landlord shall have the right to make a special assessment to Tenant as additional rent, or to apply an amount of up to **\$250.00** of the Tenant's security deposit for damages that may occur outside the leased premises but within the common areas of the property where the leased premises are located. If Tenant knows the party who does the vandalism, Tenant must confront with and request a written admittance for being responsible from this party, or report to the police.

Rule 30. Tenant shall be responsible for all actions of himself/herself and his/her invitees and guests. Tenant individually shall not, nor shall Tenant permit any person on the premises, to willfully, wantonly, negligently, frivolously, or dementedly destroy, deface, damage, impair, or remove any part of the structure or the facilities, equipment or pertinences thereto, or located in the common areas. Landlord reserves the right to repair any Tenant-responsible damage at Tenant's cost.

Rule 31. Areas around a dart board should be covered with a wood board so that expensive dart hole repairs can be avoided. No adhesives, hooks, nails, sticky tape, or screws may be used on any surfaces of the leased premises except for small diameter nails of no greater than 1/16 inch diameter. Tenant shall not install shelving, wallpaper, paint, or alter in any way the features of the leased premises. Fees for spackling and painting excessive nail holes may be charged to the Tenant.

Rule 32. Tenant and visitors of Tenant agree not to obstruct sidewalks, corridors, passages, stairways, or any other such areas in or around the Leased Premises with goods, carriages, bikes, etc. Tenant or invitees shall not play, congregate, or leave children unattended in any common area. Tenant or invitees shall not ride bicycles anywhere within the building.

Rule 33. Tenant shall refrain from making noises that could disturb any neighbor from 11pm to 8am.

Rule 34. The use of charcoal grills or tiki torches is not permitted in the Leased Premises or on any balcony, patio or other common area of the property. A fine of **\$100.00** will be charged if they are found and they will be immediately removed by the Landlord. Open fire is not permitted in the State College area. Violators will be responsible for any fine from the city authority.

Rule 35. Tenant is required to obey a local code stipulation that no tapestry or combustible sheet be hung on the ceiling.

Rule 36. Tenant shall not climb on to the roof of the building of the Leased Premises or enter any area clearly designated as being closed to Tenant and others such as mechanical rooms. Violations are subject to a **\$100.00** fine.

Rule 37. Parking on Landlord's premises whether included in this lease or not, is by permit only. At no time are motor vehicles of any type allowed on the grass, porches, or sidewalks at any property. Any cars violating these rules will be towed at car owner's expense. A fine of **\$200.00** will be assessed if motorcycles or mopeds are found in an apartment.

Rule 38. Tenant agrees to accept, as binding, any notice which, in the judgment of the Landlord, may be necessary for the safety, care and/or cleanliness of the leased premises or building of which the leased premises is a part for the preservation of good order therein, and such notice when communicated in writing to Tenant shall form part of this lease.

Rule 39. Notice shall be given to Landlord if the premises are to be unoccupied for longer than five (5) consecutive days unless it is due to scheduled school holidays. Landlord reserves the right to enter the premises without further notice between 8 am to 10 pm on Labor Day weekend, Thanksgiving week, the whole Winter Break, the whole Spring Break, and July 4 for inspection, maintenance, repair or construction work.

Rule 40. Tenant agrees that Landlord can make repairs or restore the premises to its original state, of any scale, regardless of who is responsible, at any period after notifying tenant by any means, such as phone, mail, email.

Rule 41. Tenant agrees to only allow the persons on the lease or otherwise approved by Landlord to dwell in the unit. Any violation of exceeding the occupancy limit set by the local administration is subject to fines and legal charges. Tenant agrees to pay all the fees and fines associated with such violation.

Rule 42. Tenant, guests, or invitees are **NOT** permitted to drink alcoholic beverages, smoke and engage in social gatherings in the common areas shared by other units, such as porches, stairways, hallways, lobby area, elevators, and the laundry area of all buildings. Kegs are **NOT** permitted in or around the lease premises, or a **\$100.00** violation fee per occurrence will be charged to Tenant.

Rule 43. If any Tenant owed money shall be collected through a collection agency, Tenant agrees to pay all the fees of the collection agency and the doubled amount of the owed money to the Landlord.

Rule 44. Tenant understands that Landlord does not hold office hours during weekends and national holidays. Landlord will respond for a) floods, fire, explosions, sewer backups or no heat situations, or b) the weekend of the lease starting date or termination date. Tenant agrees to use email for non-emergency requests or inquiries.

Rule 45. Tenant agrees to be fully responsible for reading and understanding the lease.

TENANT SHALL BE RESPONSIBLE FOR ALL DAMAGE OR INJURY RESULTING FROM ANY VIOLATION OF THESE RULES AND REGULATIONS.