# **Nexus Real Estate**

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2275 Swallow Hill Road • Suite 7 & 8 • Pittsburgh, PA 15220 (412) 455-5600

# 1. Residency and Financials

#### 1.1 INSTRUCTIONS

Please initial and sign where indicated as soon as possible. Attached is the Lease, Rules and Regulations, Conditions form, Potential Move out charges, Potential eviction process and Welcome packet. RUBS utility addendums and Pet addendums are attached if necessary.

Notice: Please sign this lease within 10 days of receipt. If the lease is not fully signed by tenants/cosigners within 10 days, the lease will be void and the security deposit will be forfeited in accordance with the rental application. Please contact your leasing agent for any questions regarding the lease agreement.

#### 1.2 NEXUS LEASE DOCUMENT

1. This LEASE, dated <<Lease Creation Date>>is between LANDLORD(S) Nexus Real Estate, LLC called "Landlord," and TENANT(S) <<Tenants (Financially Responsible)>> called "Tenant," for the Property located at

#### << Property Address>>

Unit <<Unit Name>>

Each Tenant is individually responsible for all obligations of this Lease, including rent, late fees, damages, and other costs.

#### 2. CO-SIGNERS

#### Co-signers: <<Co-Signer(s)>>

Each Co-signer is individually responsible for all obligations of this Lease, including rent, late fees, damages, and other costs. Co-signers do not have the right to occupy the Property as a Tenant without the Landlord's prior written permission.

### 3. LANDLORD CONTACT INFORMATION

# **Rental Payments:**

Payable to: Nexus Real Estate, LLC

Address: 2275 Swallow Hill Rd.

BLD 800 Top Floor

Pittsburgh, PA 15220

Phone #: 412-455-5600

Fax #: 412-324-8666

#### **Maintenance Requests:**

Contact: Nexus Real Estate, LLC

Address: 2275 Swallow Hill Rd.

Pittsburgh, PA 15220

Phone #: 412-455-5600

Fax #: 412-324-8666

#### 1.3 RENTAL TERM

# 4. START AND END DATES OF LEASE (also called "term")

(A) Start Date: << Lease Start Date>>, at 12:01 a.m.

(B) End Date: <<Lease End Date>>, at 11:59 p.m.

#### 5. RENEWAL TERM (Check one)

This Lease will TERMINATE on <<Lease End Date>> unless extended in writing by Landlord and Tenant(s).

#### 1.4 RENT AND DEPOSIT

Rent is due in advance,	without demand on o	or before the 1st da	y of each month	and should be p	oaid through or	nline portal.	The total rent o	due
each month is:				•		•		

\$0.00 - Monthly Rent

\$0.00 - Liability to Landlord Insurance

\$0.00 - Admin Fee

Total: \$0.00

The security deposit in the amount of << Security Deposit Charges>>is:

□ Paid □ Due Immediately

Your one-time fees are as follows and are due on the day of move in:

\$0.00 - First Months' Rent

\$0.00 - Liability to Landlord Insurance

\$0.00 - Admin Fee

Total: \$0.00

☐ Paid ☐ Due <<Lease Start Date>>

If rent is more than 5 days days late, Tenants pay a late charge. If rent is over \$1,000, the late charge is \$100.00. If rent is under \$1,000, the late charge is \$75.00.

All other payments due from Tenant to Landlord including Late charges or Utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of this Lease in the same way as failing to pay regular Rent.

Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied to current Rent due.

Tenant will pay the late fee for any payment that is returned by a financial institution for any reason. Any Late Charges will continue to apply until a valid payment is received.

Landlord will accept the following methods of payment: ACH (via Landlord's Website) and credit or debit cards (via Landlord's Website/online portal) and/or electronic payslips.

Security Deposit will be held in escrow by: Pittsburgh Elm Portfolio LLC. Held at First National Bank.

#### 1.5 RETURN OF SECURITY DEPOSITS

When Tenant moves from the property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit.

Within 30 days from when Tenant moves from the Property, Landlord will give tenant a written list of any damage to the property that Landlord claims Tenant is responsible for.

Landlord may deduct repair costs and any unpaid rents from Tenant's Security Deposit. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the property.

#### 1.6 CARE AND USE OF PROPERTY

#### 6. USE OF PROPERTY AND AUTHORIZED OCCUPANTS

(A) Tenant will use Property as a residence ONLY.

(B) Not more than the number of Tenant's listed in section 1.1 (1) will live on Property. Any additional occupants will be added in a separate addendum.

#### 7. POSSESSION

- (A) Tenant may move in (take possession of the Property) on the Start Date of this Lease
- (B) If Tenant cannot move in within 10 days after Start Date because the previous tenant is still there or because of property damage that warrants the premises uninhabitable, Tenant's exclusive rights are to:
- 1. Change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR
- 2. End the Lease and have all money already paid as rent or security deposit returned, with no further liability on the part of Landlord or Tenant.

#### 8. LANDLORD'S RIGHT TO ENTER

- (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the Property. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or they have written permission from the Landlord.
- (B) When possible, Landlord will give Tenant thirty minutes notice of the date, time, and reason for the visit.
- (C) In emergencies, Landlord may enter Property without notice. If Tenant is not present, Landlord will tell Tenant who was there and why within 24 hours of the visit.
- (D) Landlord may put up For Sale or For Rent signs on or near Property.

# 9. CONDITION OF PROPERTY AT MOVE IN

Tenant has inspected the Property and agrees to accept the Property as is.

# 10. APPLIANCES INCLUDED

# <<Appliances Included>>

11. UTILITIES AND SERVICES Landlord agrees to pay for the charges for utilities and services provided for the Property as marked below. If the service is not listed below, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control.

Landlord paid utilities:	Tena	nt paid utilities:
		Cooking Gas
		Electricity
		Heat
		Hot Water
		Cold Water
		Trash Removal
		Sewage Fees
		Sewer Maintenance
		Lawn and Shrubbery Care
		Heater Maintenance Contract
		Maintenance of Common Areas
		Snow/ Ice Removal
		Condominium Fee
		Cable Television
		Air Conditioning
		Pest/Rodent Control
		Parking Fee
		Telephone Service

If Pest/Rodent problems are building wide, Landlord will assume responsibility. If Pest/Rodent problems is not building wide, Tenant will assume responsibility.

#### 12. TENANT'S CARE OF PROPERTY

#### (A) Tenant will:

- 1. Keep the property clean and safe.
- 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
- 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
- 4. Tell Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
- 5. Obey all laws.

#### (B) Tenant will not:

- 1. Keep any flammable, hazardous and/or explosive materials on the Property
- 2. Destroy, damage or deface any part of the Property or common areas.
- 3. Disturb the peace and quiet of other tenants or neighbors.
- 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that any changes or improvements made will belong to the Landlord.
- 5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- (C) Tenant is solely responsible to pay the costs for repairing any damage that is the fault of Tenant or Tenant's family or guests.

#### (D) GUNS AND RIFLES PROHIBITED

Tenant will not keep or allow guns or rifles of any kind on any part of the Property. This prohibition includes guns and rifles of any kind, including but not limited to, dart guns, air guns, BB guns, handguns, rifles, or any mechanism that could be used to propel an object that could cause harm to persons or property. Tenant's guests or invitees are prohibited from carrying, storing or otherwise using firearms of any kind, anywhere on the Property.

Tenant agrees that Landlord is not and shall not be responsible in any way to Tenant, or any occupants, guests, invitees or any member of the general public for any accidental, negligent, or intentional act involving any violation of this firearm prohibition clause, or the use, possession or discharge of any such weapon on, near, or off the Property.

In the event of a breach of this clause of the Lease, Landlord reserves the right to take immediate action including, but not limited to, notifying Borough and/or City Authorities, notifying other tenants, and pursuing remedies for breach of the Lease as set forth in Section 1.7 (Ending Lease), below.

#### 13. SUBLEASING AND TRANSFER

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new Landlord.
- (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property.

#### **14. PETS**

Tenant will not keep or allow any pets on any part of the Property, unless agreed upon with Landlord in writing on a separate addendum.

Tenant who are granted permission may only keep pets according to the terms of the attached Rules and Regulations.

# 15. RULES AND REGULATIONS

- (A) Rules and Regulations for use of the Property and common areas are attached.
- (B) Any violation of the Rules and Regulations is a breach of this Lease.
- (C) Landlord may change the Rules and Regulations if the change benefits the Tenant or improves the health, safety or welfare of others. Landlord agrees to provide all changes to Tenant in writing.
- (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.

# 16. SMOKE DETECTORS AND FIRE PROTECTION SYSTEMS

- (A) Landlord has installed smoke detectors in the Property. Tenant will maintain and regularly test smoke detectors to be sure they are in working order, and will replace smoke detector batteries as needed.
- (B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors.
- (C) Failure to properly maintain smoke detectors, replace smoke detector batteries or notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors is a breach of this lease.

- (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is stated in the Rules and Regulations, if any.
- (E) Tenant will pay for damage to the Property if Tenant fails to maintain smoke detectors or other fire protection systems

#### 17. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- Property was built in or after 1978. This paragraph does not apply.
- \_x\_ Property was built before 1978. Landlord and Tenant must provide information in this paragraph.
- (A) Landlord does not know of any lead-based paint or lead-based paint hazards on the Property.
- (B) Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property.
- (C) Tenant acknowledges by initialing at the bottom of this page if:
  - 1. Tenant has received the pamphlet Protect Your Family From Lead in Your Home.
  - 2. Tenant has read the information given by Landlord in paragraph 17 (A) and (B) above.
  - 3. Tenant has received all records and reports that Landlord listed in paragraph 17 (B) above, if any.

Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge.

#### 18. DESTRUCTION OF PROPERTY

- (A) Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord or Landlord's agent of any condition in the Property that could severely damage or destroy the Property.
- (B) If the Property is severely damaged or destroyed for any reason:
  - 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as a agreed to by Tenant and Landlord until the damages are repaired, OR
  - 2. If the law does not allow Tenant to live on the Property, this Lease is ended.
- (C) If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- (D) If Tenant, Tenant's family, or Tenant's guests cause damage by fire or other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

# 19. INSURANCE AND RELEASE

- (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's property, or Tenant's guests. Tenant is advised to obtain property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property.
- \_X\_ IF CHECKED, Tenant must have insurance policies providing at lease \$100,000.00 property insurance and \$100,000.00 liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request.
- (B) Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property.
- (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests including attorney's fees.

# 1.7 ENDING LEASE

# 20. LANDLORD REMEDIES IF TENANT BREACHES LEASE

- (A) If Tenant breaches Lease for any reason. Landlord's remedies may include any or all of the following:
  - 1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and responsible costs, including the cost for Landlord or Landlord's agent to attend court hearings.
  - 2. Filing a lawsuit against Tenant for rents, damages and unpaid charges, and for rents and charges for the rest of the Lease Term. If Landlord wins (gets a money judgement against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.
  - 3. Keeping Tenant's Security Deposit to be applied against unpaid rent or damages, or both

(B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice.

# TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT NOTICE PERIOD IS STATED HERE:

#### 21. TENANT ENDING LEASE EARLY

Tenant may end this Lease and move out of the Property before the End Date of the Lease or any Renewal Term only

- (A) With written permission of Landlord, and only if:
- (B) Tenant gives Landlord at least 60 days written notice, AND
- (C) Tenant pays Landlord a Termination Fee of One Month Rent, AND
- (D) Tenant continues to pay all rent until the End Date of the Lease, or any Renewal Term, or until a new tenant is approved by Landlord and a new lease takes effect, which happens first.
- (E)If last or last two month's rent was paid upfront these payments may be forfeited.
- (F) If tenant is approved to transfer to another Nexus Real Estate unit, a \$200 transfer fee will be charged and a new security deposit required for the new apartment.
- (G) The security deposit that is held in Escrow will be forfeited

#### 22. ABANDONMENT

- (A) If Tenant abandons Property while Rent is due and unpaid, Landlord has the right to take possession of the Property immediately and to rent the Property to another tenant.
- (B) Any of Tenant's personal property or possessions remaining on the Property after Tenant moves out will be considered to be abandoned property. Landlord will have the right to remove and dispose of any abandoned property in any manner determined by Landlord. Tenant will pay for the cost of removal and disposal of abandoned property.

### 23. SALE OF PROPERTY

- (A) If Property is sold, Landlord will give Tenant in writing:
  - 1. Notice that the Security Deposit has been given to the new landlord, who will be responsible for it.
  - 2. The name, address and phone number of the new landlord and where rent is to be paid, if known.
- (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced rent to the new landlord.
- (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.
- (D) If Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if Landlord gives at least 60 days written notice to Tenant. Tenant is not entitled to any payment of damages.

#### 24. IF GOVERNMENT TAKES PROPERTY

- (A) The government or other pubic authority can take private property for public use. The taking is called condemnation.
- (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused Security Deposit or advanced rent.
- (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

#### 1.8 ADDITIONAL TERMS

25. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER Landlord may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments the mortgage lender could take the Property and end this Lease.)

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS, TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.

**26. CAPTIONS** The headings in this Lease are meant only to make it easier to find the paragraphs.

**27. ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this ease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant.

28. In the unlikely circumstance that major repairs need to be completed in your unit, at the Property Manager's discretion, you will either be placed into a hotel or receive a reasonable credit.

#### 1.9 NOTICE BEFORE SIGNING

If tenant has legal questions, Tenant is advised to consult an attorney.

If Landlord or Tenant are represented by a licensed real estate broker, Tenant and/or Landlord acknowledge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 PA. Code § 35.336 and/or § 35.337.

By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information set forth in this lease.

By initialing below, you acknowledge and agree to the terms in Section 1.



# 2. Rules and Regulations

# 2.1 RULES AND REGULATIONS

# RULES AND REGULATIONS RIDER TO LEASE

These Rules and Regulations are a part of the Lease between Nexus Real Estate, L.L.C., Landlord, and

#### <<Tenants (Financially Responsible)>>

, Tenants. These Rules and Regulations are for Tenant, Guarantor/Co-Signors, all other occupants of the Leased Unit, Tenant's family and/or guests of Tenant. The

word "tenant" when used in these Rules and Regulations means Tenant, Guarantor/Co-Signors, all other occupants of the Leased Unit, Tenant's family and/or any guests of Tenant.

#### 1. LOCKS/KEYS.

Tenant agrees to pay additional rent not exceeding \$65.00 promptly for each lockout service. If a lockout or any lock/key malfunction takes place and it is during normal business hours, Tenant may retrieve a replacement key, if available, for a \$35 Key Replacement Fee. Tenant agrees to pay this fee prior to the Leased Unit being unlocked.

Once a Lockout service is requested, Tenant will be assessed the Lockout fee regardless whether or not Tenant calls to cancel the request, is able to gain entry through Tenants own means, or is not present a the premises upon Landlord's arrival.

Tenant must obtain written approval from Landlord to add or change any lock or install or use any type of alarm in Leased unit. Tenant agrees to promptly pay Landlord a fee of \$275.00 for each day a violation of this paragraph exists.

#### 2. APPLIANCES.

Tenant may not replace any appliances in the Leased Unit. Tenant may not install any new appliances without first getting written permission of Landlord. Leased unit may or may not be equipped with window A/C units and/or baseboard heating. Landlord is not responsible for these appliances.

# 3. VISITORS.

Visitors may not remain as a guest for more than 14 days during any calendar year except with written permission from Landlord. Tenant agrees that Visitors remaining on premises for more than 14 days will be considered an additional Tenant and Tenant will be responsible for

fees as described in the Lease agreement.

Tenant may not move in with and occupy another tenant's apartment.

Landlord may end this Lease with 10 days notice if Tenant breaks the Rules regarding visitors.

#### 4. STORAGE SPACE.

Landlord may provide Tenant space to store his or her property. Landlord is not responsible for loss or damage to any property stored by Tenant in the storage space. Landlord is not responsible for losses from fire, smoke, water, theft, dirt or mysterious disappearance. Tenant will not hold Landlord responsible for any loss or damage. Tenant may use the storage space only during the Lease term.

Landlord is not responsible for property left in the storage space over 10 days after Tenant leaves the Leased Unit.

#### 5. WATER BEDS.

No waterbeds are allowed in the Leased Unit.

#### 6. BALCONIES AND PORCHES.

Tenant may not place or hang anything over the railings of the balconies or porches. Tenant may not store anything on the balconies or porches except the usual porch furniture. Tenant may not use the balconies or porches for parties or for entertaining guests. Tenants are only permitted to have outdoor patio furniture. No couches, folding chairs, grills or bikes are permitted on the porch or balcony.

- 1. If residents violation policy, a 1st warning will be sent with corrective action to be taken with 24 hrs.
- 2. If violation not corrected within 24 hrs, a fine of \$150 will be assessed to the tenant ledger.
- 3. Continued violations may result in eviction and or heavier fines assessed.

#### 7. WINDOWS.

Tenant needs written permission of Landlord to install awnings on any of the windows. Landlord is responsible for providing blinds and screens.

#### 8. PETS/ANIMALS.

Pets or animals are not allowed in the Leased Unit, the building or the premises at any time or for any period of time unless approved in writing by Landlord. Pets approved by Landlord prior to move-in or during Lease Term are subject to a Standard \$295.00 Non-Refundable Pet Fee in addition to \$35 per pet per month Fee.

Tenant will not keep, bring, or allow any animals or other pets unless they are solely aquatic creatures.

If Tenant violates this, Tenant agrees to pay the standard \$295.00 Non-Refundable Pet Fee in addition to \$35 per pet per month retroactively from the start of the initial Lease Term.

Landlord may file a lawsuit to enforce the provisions of this section.

Tenant's permitted to have pets on premises must immediately clean up their pet feces within 1 minute of pet droppings. Tenants who do not clean up after their pets immediately will promptly pay Landlord a \$250.00 Pet Violation Fee.

- 1. First violation will results is \$250 fine
- 2. Second violation will result in \$300 fine
- 3. Third violation will result in \$350 fine and may result is heavier legal action.

Tenant's permitted to have pets on premises must cage their pets at all times when Tenant is not present in the Leased unit. Tenant will promptly pay to Landlord a \$50 fee if Tenant's pet is found unattended by Tenant and/or roaming freely outside of cage not permitting Landlord and/or Landlord's agents, guests, or visitors.to gain access to the unit..

# 9. REMOVAL OF PROPERTY FROM LEASED UNIT.

Tenant will promptly clean up the debris and dirt in the public halls caused by Tenant's moving. Tenant will not leave any entrance doors unguarded while propped open. Tenant will promptly lock all entrance doors upon completion of the moving.

#### 10. NOISES.

Tenant may not play any musical instrument, stereo, other audio equipment, radio or television, which disturbs other tenants between the hours of 9pm to 9am. Tenant agrees to contact the local police if Tenant is disturbed by noise from a neighbor at any time.

Each Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors.

Upon any violation, Landlord will perform the following actions:

First Violation - Landlord will notify Tenant of their First Violation and may contact Borough and/or City Authorities

Second Violation – Landlord will notify the Tenant, contact Borough and/or City Authorities, and may begin the Eviction Process. The residents will get a fine of \$100.00 applied to their portal.

Third Violation – Landlord will contact Borough and/or City Authorities, and begin eviction proceedings.

Landlord has the right to proceed with legal action as detailed in this section.

#### 11. PARTIES & ENTERTAINING.

Tenant may not have more than 5 guests at any time on the premises or in the Leased unit. Tenant is not permitted to have any "kegs" on the premises or in the Leased unit at anytime If Landlord discovers any violations of this section, Tenant will promptly pay to Landlord a \$1200.00 Party Fee.

#### 12. DRUGS.

The possession, use, manufacture, distribution, or sale of illegal drugs is a strict violation. Odors of such activity excreted from a Tenant's Unit will also be considered a violation. Landlord enforces a zero tolerance for this type of behavior. Any violation of this section will result in immediate eviction proceedings being filed. Landlord will also notify Borough and/or City Authorities of such activity and comply with any and all investigation related requests.

#### 12-A. GUNS AND RIFLES PROHIBITED

The use, possession, storage or carrying of any firearm is a strict violation. Landlord enforces a zero tolerance for any violation of this policy. Any violation of this policy will result in immediate eviction proceedings being filed. Landlord will also notify Borough and/or City Authorities of the use, possession, storage or carrying of a firearm on the Property, and will comply with any and all investigation related requests including, but not limited to, permitting access to the Leased unit and/or storage areas, and permitting photos, videos or other recordings as needed to complete the investigation.

#### 13. CHANGES OUTSIDE THE LEASED UNIT.

No outside aerials are permitted. No signs, notes, memos, etc. of any type or nature are to be posted in the public areas of the building including, but not limited to, apartment doors, halls, mail area, laundry, elevator, lobby, entrance areas, etc.

No appliances, air-conditioning units, exhaust fans or other devices may extend outside the Leased Unit.

Tenant will promptly pay to Landlord a \$50.00 Trash Violation Fee per violation of this section.

Tenant acknowledges and agrees that violating the provisions of this section will result in Landlord incurring additional costs for wages, administration, labor, overhead, etc. It is extremely difficult and impractical to ascertain the precise amount of Landlord's additional costs. The Trash Violation Fee described in this section is a good faith and reasonable measure of the additional costs incurred by Landlord.

# 14. TOILETS AND OTHER PLUMBING FIXTURES.

Tenant may not throw trash or any other improper items into the toilets, water closets or other plumbing fixtures. Tenant is responsible for all damages/clogs caused by his or her misuse of any plumbing fixtures. Costs will be occurred upon extent of damaged and receipts will be provided to resident upon request.

#### 15. LAUNDRY ROOM.

The Laundry Room is open from 8:00 a.m. to 9:00 p.m. on Monday through Sunday.

# 16. LIGHT BULBS AND FUSES.

Tenant will supply, install, and maintain bulbs, properly sized fuses, and lamps in all the fixtures in Leased Unit and reset breakers when tripped. Tenant will locate Leased unit fuse or breaker box and manage energy responsibility to minimize blown fuses or tripped breakers. Tenant will pay a breaker reset or fuse replacement fee not to exceed \$60.00 when Tenant requests this service from Landlord.

#### 17. PUBLIC AREAS OF THE BUILDING.

Tenant may not block, store or utilize the public area of the building unless it is to leave and/or enter the building.

Tenant may not place garbage cans, bags or any other items in the public areas especially in the halls or on the staircase landings. A \$50.00 Trash Violation Fee will be assessed for each item found in the Public Area and determined to be Tenants. Items found in Public Areas will be removed and disposed of by Landlord at the standard labor and service call fees detailed in the Lease.

# 18. PARKING VEHICLES.

Tenant may not park any truck, trailer or broken motor vehicle in the parking areas of the building. Tenant may not park in any area marked "No Parking" unless approved by Landlord in writing. Tenant may not perform any auto mechanical work in any parking area of the Leased

Premises. No parking is included in the lease unless it is agreed to in writing. The parking agreement needs to specify the parking or garage space number, term of use, along with monthly parking rent. No parking is given unless it is agree to in writing.

Tenant is responsible for Tenant's vehicle, including its contents, stored or parked on Landlord's property. Tenant assumes all risk for loss or damage by wind falling branches, trees, fire, theft, collision, falling masonry, rolling dumpster, and dripping water, etc. Tenant will buy adequate insurance against these perils.

Tenant understands that all parking space assignments are temporary and Landlord may change them at any time. Tenant will not wash vehicles on Landlord's property. Tenant will keep Tenant's vehicles in good cosmetic repair (No flat tires or missing or badly damaged body parts), with a current state inspection, and unexpired license plates.

If Tenant does not maintain vehicle as detailed in this section, Landlord may have the vehicle removed from the property at expense of Tenant. Tenant will park only those vehicles registered with Landlord. Tenant will not permit Tenant's guests to park on Landlord's property.

Tenant will park head in only and only in the space assigned to Tenant's specific vehicle. Tenant will not park any vehicle with work equipment in view on the property.

#### 19. TOWING.

Landlord employs a private towing service that automatically tows unauthorized vehicles from the property. Tenant will park only the vehicle registered with Landlord. Tenant will only park in their designated spot. If Tenant uses a temporary or permanent replacement vehicle, Tenant will not park it on Landlord's property until after Tenant has given Landlord seven days written notice.

If Tenant does not follow the instructions in this section, Tenant's vehicle may be towed at Tenant's expense.

#### 20. WATER TEMPERATURE.

As water temperatures may fluctuate in building plumbing, Tenant will use the caution necessary to avoid injury. Landlord is not responsible for injury caused as a result of water temperatures.

# 21. SMOKING.

Smoking is not permitted in the Leased unit or within 25 feet of any entrance. Upon extinguishing cigarettes, Tenant agrees to immediately dispose of cigarette butts in either the dumpster, a Landlord provided ash tray or personal rubbish container.

Any Tenant violating this section will pay Landlord a Cigarette Violation Fee of \$100 per incident.

## 22. CLEANLINESS.

Tenant must keep the Leased Unit clean and neat at all times. Open food containers, trash bags, and other unsanitary items are prohibited. If resident is requested to clean up the unit, either for showings or for health concerns, resident will have 24 hrs to satisfy request. If resident refuses, cleaners may be sent and resident will be charged accordingly. Recipes will be provided upon request for cost of cleaning. If resident refuses to clean and refuses cleaners, a \$150/day fine will be assessed until unit is rectified.

#### 23. RIGHTS OF OTHER TENANTS.

Tenant may not do anything that interferes with the rights, comforts, safety or convenience of other tenants.

# 24. RISK OF FIRE.

Tenant may not do anything that increases the risk of fire in the building.

#### 25. THEFT OR DAMAGE OF PROPERTY.

Landlord is not responsible for loss, theft, disappearance or damage of any items left with the janitor or other employee of Landlord.

Landlord is not responsible for any property left in any part of the building.

### 26. CHANGES INSIDE THE LEASED UNIT.

Tenant may not install or change electric lights, pipes, wires, radiators or other fixtures unless Tenant has first obtained written consent of Landlord.

Tenant may not ruin or damage the walls, ceilings, floors and/or woodwork by driving nails, tacks, screws, or unapproved painting.

### 27. FIREPLACES.

Tenant will not attempt to use the fireplace, if any, as it is decorative only and is not functional.

#### 28. RENTS

If tenant pays the rent late more than 3 times in one (1) year period, Landlord can end/terminate Tenant's Lease upon (10) day notice from the date of the late payment. If Tenant gives Landlord (2) or more bad checks (checks that returned for insufficient funds) within one (1) year period, it is a breach of the Lease. At that time, Landlord may file an action seeking a money judgment and/or possession for this breach of the Lease.

If Tenant makes a rental payment by personal check, which is not covered by available funds, or by a bad check, Landlord may require all future payments to be made by certified check or money order. If Landlord requires Tenant to pay last month rent in advance at the start of the Lease term, those funds will be used for the last months that Tenant resides in the premises. If Tenant agrees to any renewal terms, those last month rent payments are to serve as last month rental payments of any final renewal period.

Tenant will pay rent for the entire term promptly if Tenant violates any of the terms of this agreement.

Tenant is aware that Landlord may report any past rent, damages, utilities, or other costs owed by Tenant to credit reporting agencies. This reporting could affect Tenant's ability to obtain credit or future housing.

#### 29. USE AND OCCUPANCY.

It is a breach of this Lease to have any person(s) living in the Leased Unit who is (are) not listed in the Lease Agreement Tenant will be charged \$100 per month from the beginning of this Lease for each additional person found living or visiting the Leased Unit for more than 14 days. If resident is found living in the apartment, new resident has 24 hrs to contact the office and fill out a background concent form for approval. If new resident does not fill out form within 24 hrs, the eviction process may begin and fine will occur.

Tenant will notify Landlord in advance, in writing, if Tenant intends to be away from the Leased Unit for more than 14 days. Landlord may rent Leased Unit if Landlord does not receive notice and Tenant is away from the Leased Unit for more than 14 days.

Tenant will comply with all statutes, laws, ordinances and regulations. Tenant will not keep anything which is dangerous in the Leased Unit. Tenant will not conduct any dangerous activity in the building. Tenant will not do anything which might increase the danger to the Leased Unit or to other occupants in the building.

Tenant will not act in any way which unreasonably disturbs the peace and quiet of other residents or of Landlord or Agent. Tenant may not act in a manner that disturbs or interferes with Landlord's agents, staff, business invitees, prospective tenants, or visitors to the building.

# 30. ALTERATIONS.

Tenant may not remodel or make any structural changes to the interior or exterior of the Leased Unit. Tenant may not attach or remove any carpeting, hang wallpaper, paint the premises, or install fixtures without first obtaining Landlord's written permission.

Tenant will within thirty days of Lease start date cover all windows and glass doors with blinds, shades, curtains, or drapes with an outside lining of white coloring only. Tenant will not display any sign, symbol, antenna, etc. on or in windows, patio, balcony, terrace, or other area visible to the public. Tenant will remove any decoration or object visible to other residents or the public if Landlord defines them as being offensive, in bad taste, objectionable, or not consistent with the building's cosmetic appearance.

#### 31. CONDITION OF THE LEASED UNIT; REPAIR OF DAMAGE.

Tenant has examined the Leased Unit, and agrees to prepare a written move-in inspection report correctly documenting the condition of the dwelling unit and deliver it to Landlord within 5 days from the lease start date on the Move-in Inspection Form. Tenant accepts the Leased Unit as is.

Tenant agrees that Landlord has made no promises to decorate, alter, repair or improve the Leased Unit.

Tenant agrees to maintain the Leased Unit during the term of this Lease in the same condition as it was on the beginning date of the Lease.

Tenant agrees to keep the Leased Unit neat, clean, clutter free, and fungus (mold) and vermin free during the term of this agreement. Tenant will keep the furniture, household goods, clothing's, etc. in the Leased Unit neat and orderly during the 150 days prior to the end of the Lease term. This is the time when Landlord will be consistently showing the Leased Unit to prospective Tenants.

Tenant agrees to pay Landlord a fee of \$150.00 per occurrence if Tenant does not keep the Leased Unit neat, clean, clutter free, and fungus (mold) and vermin free when unit is being shown to a prospective Tenant. Tenant will pay to have the Leased Unit exterminated if it becomes vermin and/or fungi infested due to the actions of Tenant.

Tenant agrees to return the Leased Unit to Landlord at the end of this Lease in the same condition as it was on the beginning date of this Lease. Tenant will promptly notify Landlord if the Leased Unit is damaged or repairs are required. Landlord agrees to perform necessary repairs with reasonable promptness after receiving notice from Tenant.

Tenant agrees to pay as additional rent the cost of the repair of damage caused by Tenant or other permitted occupants or visitors of Tenant known as a Standard Repair Fee, which is billed at a rate of \$45.00 per Service Call and \$45.00 per hour of labor, plus parts. A 15% parts fee will be added to the cost of all parts. Only Landlord's employees, agents or contractors may make repairs to the Leased Unit.

If service calls are due to fault of resident, service call expenses are as follows:

Electrical-\$75

HVAC- \$75

Plumbing-\$65

A minimum of 1 hour charge will be applied.

Landlord is not responsible for any inconvenience or loss caused by necessary repairs to the Leased Unit.

#### 32. CONDEMNATION.

Condemnation is the power of the government to take private property for public use. If the Leased Unit or any part of it is condemned, or voluntarily transferred by condemnation proceedings, this Lease will automatically end as to the condemned portion.

If the Lease ends due to condemnation of a part of the Leased Unit, Landlord will reduce the rent accordingly.

If the Leased Unit becomes uninhabitable due to the condemnation, the Lease will end when Tenant pays all rent due until the condemnation date. Tenant will not have any right to any award paid to Landlord by the condemning authority.

#### 33. NEGLIGENCE.

The Landlord and the Tenant are each responsible for their own negligence and the negligence of their guests, family, or any others they allow on the property. The landlord is not required to make repairs caused by tenant's negligent conduct or by the willful misconduct of the tenant or any person on the property with the Tenant's Permission

Negligence can include Tenant's failure to report a faulty maintenance condition to Landlord (ie. plumbing leak, toilet overflow, etc.) which may result in over usage of certain utilities. If it is determined that such an event took place, Landlord will obtain a monthly average of the utility based on the trailing 4 months and assess any overage to the Tenant as additional rent.

#### 34. INSURANCE.

If any insurance coverage maintained by Landlord is found to apply to any loss or damage covered by Tenant's insurance, the following will happen:

- (a) Landlord's insurance and any obligation of Landlord to pay is considered excess coverage.
- (b) Tenant's insurance must be fully used up before any claim can be made against Landlord or against Landlord's insurance coverage.

Regardless of anything stated in the Lease, Tenant releases Landlord from any injury, loss or damage to personal property or persons resulting from or caused by Tenant's negligent conduct or tenant's willful misconduct, or by the negligent or willful conduct of Tenant, their guests, family or others they allow on the property.

Tenant waives any right of subornation by Tenant or by any insurance company which covers Tenant. Subornation is the right to be repaid for any payments made by Tenant or Tenant's insurance for injury, loss or damage to personal property or persons.

# 35. ACCESS / SHOWINGS.

Tenant agrees to permit Landlord's personnel to enter Leased Unit at any time to make repairs and improvements, to perform scheduled work requested, or emergency maintenance, to show Leased unit to mortgagors, insurers, workmen, or contractors or to show Leased premises for sale or rent. Landlord will show the Leased unit for rent only between the hours of 9:00 a.m. and 8:00 p.m. Tenant agrees to admit Landlord at any time for the purposes detailed in this paragraph. Tenant will promptly pay Landlord a fee equal \$50.00 for each such refusal. The Landlord shall not abuse this right of access or use it to harass the Tenant.

# **36. MAINTENANCE REQUESTS**

Tenant agrees that any and all maintenance requests will be initiated by creating a work order only. Tenant agrees to obtain a work order number when requesting maintenance via telephone or in person.

Tenant agrees to request maintenance through only the following options:

- a.) Contacting the office at 412-455-5600, requesting a maintenance work order and obtaining a work order number from the representative;
- b.) Requesting a maintenance work order via email at info@pghnexus.com at through the Online Tenant Portal.

Tenant agrees to not request any maintenance through maintenance personnel, leasing agents and/or any type of written correspondence

unless it is through the options detailed in section 36a and 36b. Tenant understands and fully acknowledges that Landlord is not obligated to perform any maintenance related request and hereby releases Landlord from any responsibility for not addressing any outstanding maintenance issue that is not requested in accordance with this section.

Maintenance Technician are required to give resident a 15-30 min minimum notice prior to arrival. If in the event of an emergency, maintenance technician are not required to provide resident notice.

#### 37. LANDLORD'S REMEDIES.

If Landlord agrees in writing to end this Lease before the end of the Term, Tenant is responsible for all costs and losses caused by the early ending of the Lease. These losses will include loss of rent for the balance of the Lease Term as well as forfeiture of the security deposit.

Tenant is in breach of this Lease if Tenant fails to make rental payments when due or fails to comply with any other provision of this Lease. If Tenant breaches this lease

- (a) Tenant must immediately pay all rents for the balance of the term of this Lease and Landlord may sue for this rent.
- (b) Landlord may end this lease.
- (c) Landlord may evict Tenant.
- (d) To the extent allowed by law, Landlord may contact local authorities and remove Tenant.
- (e) Landlord may sue Tenant to collect any monies due under this Lease. Tenant agrees to pay in addition to any permitted legal fees and costs, a \$90.00 Eviction Processing Fee for any court case initiated by Landlord for Breach of this Lease.
- (f) The prevailing party in any proceedings for the recovery of rent or other monies due or to become due under this Lease or by reason of a breach of any part of this Lease or for the recovery of the possession of the Leased Unit, or to compel the performance of anything agreed to be done under this Lease, or to recover for

damages to the Leased Unit, or to enjoin any act contrary to the provisions of this Lease, shall be awarded all of the costs in connection with such action, including, but not limited to, reasonable attorney's fees.

In addition, Tenant agrees that all past due sums shall bear interest at the rate of 8% per year. The Landlord's waiver of one of the Tenant's defaults under the lease shall not be considered as a waiver of any subsequent default. If Tenant violates any of the provisions of this Lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either at law or in equity (including, but not limited to, the right to terminate this Lease and recover possession).

# 38. NO WAIVER BY LANDLORD / RELEASE OF LANDLORD.

If Landlord does not exercise any of its rights under this Lease, Landlord may still exercise these rights at a later date. Acceptance of past due rent or payments that reflect "paid in full," or other restrictive endorsements is not a waiver of Landlord's rights to enforce terms under this Lease.

Landlord is not responsible for any injury, property damage or loss Caused by Tenant or Tenant's guests. Unless caused by the negligent conduct or willful misconduct of Landlord or Landlord's agents or employees, Tenant agrees to release Landlord from responsibility for any damage, loss or injury caused by Tenant or Tenant's guests or by any other person occupying the Property. Tenant agrees that this release includes losses or damages which result from any of Tenant's acts or failures to act. Tenant

## 39. NOTICE TO TENANT.

THIS LEASE CONTAINS WAIVERS OF CONSUMER RIGHTS. TENANT WAIVES CERTAIN RIGHTS BY SIGNING THIS LEASE. SPECIFICALLY, TENANT WAIVES THE RIGHT TO A JURY TRIAL AND TENANT WAIVES THE RIGHT TO CERTAIN NOTICES, OTHERWISE REQUIRED BY LAW, IN THE EVENT OF TENANT'S DEFAULT.

Landlord and Tenant waive and give up any right to any jury trial for any claim or matter concerning this Lease or the Leased Unit.

Tenant waives the right to receive specific notice of each and every repair or renovation in the premises, which may disturb more than two square feet of lead paint. This means that the Tenant waives the notice provisions of 40 C.F.R. Part 745 and Section 406(b) of the Toxic Substances Control Act. Instead, Tenant accepts this paragraph as notice that Landlord may, from time to time, disturb more than two square feet of lead paint in the Leased unit and/or premises.

#### 40. INCORRECT INFORMATION IN APPLICATION.

If Tenant provided incorrect information in the Rental Application, it is a breach of this Lease. Landlord may end this Lease and/or sue Tenant for possession and/or any losses or money damages if the Rental Application contained incorrect information.

#### 41. JOINT AND SEVERAL.

Each person who signs this Lease is fully responsible to do what is stated in the Lease. Each signer is responsible to pay the rent in full.

#### 42. NOTICE TO CO-SIGNORS / GUARANTORS.

Landlord has the right but not the obligation to contact any co-signer/guarantor and/or to provide notice to any co-signer/guarantor of any breach of this Lease by Tenant.

#### 43. LEASE END DATE.

All leases end on the 26th of the last month of each lease term unless otherwise agreed to in writing. Tenant understands that this structure allows Landlord to have adequate time to prepare the unit for the incoming tenant. Tenant agrees to pay the entire monthly rent for the last month of the lease term.

#### 44. HOLDOVER CLAUSE.

In the event Tenant does not vacate the premises by the Lease ending date as specified in paragraph 2 or the Lease ending date of any Lease extension, Tenant hereby agrees to pay Landlord \$295.00 per each day Tenant does not vacate the premises. The "Holdover Rental Rate" shall be paid prior to each day the Tenant remains on the premises after Lease termination.

In addition to the "Holdover Rental Rate," Landlord shall be entitled to recover full damages sustained as a result of holdover as well as those costs incurred to accommodate any person and their belongings if Leased Unit was leased to another Tenant during the Holdover Period.

#### 45. DEATH DURING AGREEMENT.

In the event Tenant dies during this agreement, Tenant's co-signers, co occupants or estate are responsible for fulfilling the remaining lease terms

#### 46. LEASE CHANGES.

The terms and conditions of this Lease may only be changed if in writing and signed by both Landlord and Tenant unless otherwise specified in this Lease. No oral changes or agreements are permitted

# 47. ADDITIONAL CREDIT REPORTS AND EMPLOYMENT VERIFICATION.

Tenant hereby authorizes Landlord who is a licensed real estate professional, its duly authorized agents, and/or attorney to inquire into the credit history of the Tenant, including the obtaining of credit reports from credit reporting agencies at any time before, during, and after the tenancy to verify information on the rental application and to collect the amounts owed by Tenant. Tenant also authorizes Landlord, its duly authorized agents, and/or attorney to verify Tenant's employment and for Tenant's employer to provide dates of employment, position, and salary information as requested. Tenant agrees that any costs of credit reports or employment verification incurred by Landlord in an attempt to collect Tenant's past due account will be charged to the Tenant as additional rent.

#### 48. UPON VACATING THE UNIT.

Upon move-out, Landlord will perform a move-out inspection of the Leased Premises. If Landlord finds damages not documented by Tenant on the move-in inspection form, Landlord may charge Tenant for those damages whether or not Landlord decides to make the repairs. Cost of Damages may be determined by the amounts listed in the Potential Move Out Charges form provided or by estimates from Landlord or a reputable contracting company. Tenant acknowledges receipt of the Potential Move-Out Charges form.

Tenant must disconnect or transfer phone service, gas and electric if it is in Tenants name. Tenant must mail or hand deliver to the address where rent is sent within 24 hours of Lease End, a letter with Tenant's forwarding address indicating where the security deposit should be mailed along with all keys delivered in a padded envelope. If the keys are not returned within 24 hours of move-out, Tenant agrees to be liable for the costs incurred by the Landlord in replacing and/or re-keying of locks to the dwelling unit. Failure to return keys is \$35. Re keying fee is \$150

A security deposit disposition will be processed and sent within thirty (30) days from the receipt of a forwarding address and all keys. Tenant must fulfill all the terms of the lease.

Tenant understands that the following list of cleaning and repair items which is the responsibility of the tenant to complete in accordance with the lease before giving possession back to the lessor. If the tenant does not do the following in accordance with the Lease, the lessor will charge the tenant the amount below to do any work which is necessary.

#### 49. ADDITIONAL TERMS AND CONDITIONS.

These Rules and Regulations are part of this Lease. Violation of any of the Rules and Regulations is a breach of this Lease.

# 50. NEW RULES AND REGULATIONS.

Landlord may change or add to these Rules and Regulations as needed by written notice to Tenant. All new Rules and Regulations are a part of this Lease.

By initialing below, you acknowledge and agree to the terms in Section 2.

X		
	Initial Here	

# 3. Potential Move Out Charges and Fees

#### 3.1 POTENTIAL MOVE-OUT CHARGES

The charges listed below represent the minimum charges for common damages, repairs, and cleaning required. These charges will be deducted from your security deposit as deemed necessary by management. In the event your security deposit does not cover the assessed charges, you will be billed for the remaining amount.

#### DAMAGES/MISSING ITEMS

Smoke Detectors ..... \$25.00 (each)
Door ..... \$150.00 (each)
Nail holes ..... \$15.00 (each)
Towel Bar ..... \$50.00
Large hole patch ..... \$90.00 (each)
Toilet Paper Holder ..... \$35.00
Clogged Drain ..... \$125.00 (each)
Light Bulbs ..... \$10.00 (each)
Window Blinds ..... \$35.00 (each)
Batteries ..... \$10.00 (each)

Window Screen ..... \$30.00 (each)

CLEANING/TRASH REMOVAL Carpets (professionally cleaned with receipt) ..... \$65.00 (per room or hall) Refrigerator ..... (exterior surface) \$35.00 Floors (all non-carpet) ..... \$55.00 (per floor) Refrigerator (cleaned, defrosted, unplugged left open) ..... \$60.00 Baseboards ..... \$45.00 (per room) Kitchen Sink ..... \$35.00 Walls ..... \$45.00 (per room) Kitchen Counters ..... \$35.00 Doors ..... \$25.00 (per door) Kitchen Cabinets (inside & outside) ..... \$45.00 Light Fixtures ..... \$15.00 (per fixture) Bathroom Sink ..... \$35.00 Ceiling Fan ..... \$25.00 (per fan) Vanity (glass, cabinets, lights) ..... \$35.00 Oven Surface ..... \$35.00 Bath Tub/Shower ..... \$45.00 Oven Interior ..... \$50.00 Bath/Shower Walls ..... \$45.00 Oven Burners ..... \$35.00 Toilet ..... \$35.00 Oven Hood & Light ..... \$35.00 Window Blinds ..... \$15.00 (per blind) Dishwasher (exterior & interior) ..... \$35.00 Window Ledge ..... \$15.00 (per window) Doors wiped down ..... \$25.00 (per door)

#### **PAINTING**

# Touch Up Paint

Studio ..... \$125.00 1 Bedroom ..... \$150.00 2 Bedroom ..... \$175.00 3 Bedroom ..... \$200.00

#### **Full Paint**

 Studio .....
 \$200.00

 1 Bedroom .....
 \$250.00

 2 Bedroom .....
 \$300.00

 3 Bedroom .....
 \$350.00

#### TRASH REMOVAL

Trash (general) ..... \$50.00 (per bag) Furniture Removal ..... \$100.00 (per item)

#### **SERVICE FEES**

Failure to Return Keys ..... \$25.00 (each key) Re-Key Apartment ..... \$150.00 Re-Key Mailbox ..... \$50.00

# THESE ARE MINIMUM CHARGES. THE ACTUAL COST COULD BE MORE.

If any items are damaged to the point they must be replaced upon move out, you will be charged actual replacement cost plus labor and service charges. There may be additional charges for items not listed above. Landlord may hire the services of a third party to perform the cleaning/repair services upon your move-out. The charges from these Companies may not align with those listed here. In the event that a third party service is utilized, Landlord may pass these charges onto you and add a 1.5% markup to those charges to cover administrative costs.

Intending to be legally bound by this Rules and Regulations, Acknowledgement of Fees, Leasing Agent/Tenant Acknowledgement, Utilities Agreement, and Potential Move-Out Charges Form, all parties have set their hand(s) and seal(s) on this day of <<Lease Creation Date>>

#### 3.2 ACKNOWLEDGEMENT OF FEES

#### ACKNOWLEDGMENT OF FEES

Your home's appearance can remain attractive and progressively improve as a result of each Tenant agreeing to be held responsible to a certain standard. To this end, part of Landlord's responsibility is to help set and enforce these standards. When a Tenant, whom has agreed to abide by these standards, is not doing so, the community as a whole suffers. It is important to understand that in an effort to maintain clean and enjoyable premises whereby those living here take responsibility for their actions and those of their guests, our Lease and Riders contain strict fees when violations occur. Throughout our Lease you will find the below mentioned fees. As an added effort to reiterate the costs associated with specific violations, all fees are outlined here in a clear and concise manner for your convenience.

Cigarette Violation Fee ..... \$100 NSF Fee ..... \$50 Service Call Fee ..... \$45 Labor Hourly Rate ..... \$45 Materials Actual Cost plus ..... 15% Unauthorized Lock Change Fee ..... \$275 Refusal of Entry Fee ..... \$50 Eviction Processing Fee ..... \$90 Holdover Fee ..... \$295/day Lockout Service ..... \$65 Key Replacement Fee ..... \$35 Pet Fee ..... \$295 + \$35/Month Pet Feces Violation Fee ..... \$250 Party Fee ..... \$1200 Trash Violation Fee ..... \$50/item Tripped Breaker Fee ..... \$60

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Lessee			
Date Signed			
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Lessor			
Date Signed			