

RESIDENTIAL LEASE AGREEMENT

NOTICE TO TENANTS: You are giving up important consumer rights by signing this Lease. If you do not meet your obligations under this Lease you may lose your security deposit. LANDLORD may sue you for money damages or go to court to evict you if you do not meet the terms of this Lease.

DATE OF LEASE: _____

LANDLORD: College Avenue Properties, L.P.
By: MCKINNEY PROPERTIES, INC., its AGENT

TENANTS:

- (1) _____ (2) _____
- (3) _____ (4) _____
- (5) _____

Occupants other than TENANTS: _____

LANDLORD agrees to rent and TENANT accepts this LEASE on the following Conditions:

The applicable type of Lease is checked below:

THIS IS A JOINT AND SEVERAL LEASE _____
 If this is a joint and several lease then all TENANTS in the UNIT are jointly responsible for all obligations under this LEASE.

THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY _____
 If this is a joint and several lease with individual rent responsibility then all TENANTS in the UNIT are jointly responsible for all obligations under this LEASE except for RENT and the SECURITY DEPOSIT amount which is the individual responsibility of each TENANT. If there is more than one TENANT listed above then the RENT amounts listed in **Paragraph 3** and the SECURITY DEPOSIT amount listed in **Paragraph 4** below will be divided equally among all TENANTS who have signed this lease unless otherwise agreed in writing. Each TENANT will only be responsible for their share of the RENT and SECURITY DEPOSIT amount as described in the preceding sentence and not the other TENANT(s) share of the RENT or SECURITY DEPOSIT amount.

1. PROPERTY.

LANDLORD agrees to rent to TENANT the following UNIT at:

- a) PROPERTY: Meridian on College Avenue
- b) BUILDING: I / II / III
- c) UNIT: _____
- d) ADDRESS OF UNIT (excluding the UNIT number): Building I is 636 East College Avenue
 Building II is 646 East College Avenue
 Building III is 747 East Beaver Avenue
 All BUILDINGS are located in State College, PA 16801.

The word PROPERTY when used in this LEASE shall include the PROPERTY, BUILDING, and UNIT described above.

The number of Tenants to be in the UNIT is: _____

2. TERM.

Lease Begins 12:00 Noon on August 21, 2015.

Lease Ends 12:00 Noon on August 1, 2016.
(called the "TERM" in this Lease)

3. RENT.

The TOTAL RENT for the length of LEASE TERM is \$ _____ plus any ADDITIONAL RENT incurred by TENANT in this LEASE.

RENT in the amount of \$ _____ is due in 12 equal installments with the first installment being due August 1, 2015. The final installment of RENT is due July 1, 2016. If the RENT amount is different for any period of the LEASE, the different RENT amount is stated below:

N/A

4. SECURITY DEPOSIT AMOUNT.

The SECURITY DEPOSIT is \$ _____.

5. RENTAL PAYMENTS.

- a) RENT is due on the 1ST day of each month.
- b) TENANT must pay RENT on the 1st day of every month without LANDLORD first asking for it.
- c) TENANT agrees to pay to LANDLORD a late rent charge, which shall be considered ADDITIONAL RENT, of \$35.00 if the current monthly RENT installment is not paid by the 5th day of the month. TENANT shall pay an additional \$35.00 if the current monthly rent installment is not paid by the 10th of the month. RENT shall not be considered late if it is:
 - 1) mailed to LANDLORD by U.S. Postal Service and is postmarked by the U.S. Postal Service no later than the 2nd day of the month due; or
 - 2) is received by LANDLORD by the 5th day of the month due.
- d) TENANT must pay full RENT each month and may not deduct funds from rental payments for any reason. LANDLORD may first apply payment(s) towards any outstanding balances due such as but not limited to delinquencies, prior balances, maintenance charges, additional rent and lockout fees before the current monthly RENT is credited.
- e) TENANT may not pay RENT in cash. TENANT must pay RENT by check or money order or as otherwise agreed by LANDLORD in writing. If LANDLORD agrees to accept RENT in any other form than check or money order a one-time \$100 charge will apply the first time LANDLORD accepts the other form of payment during the lease TERM. The \$100 charge will apply one time during each renewal period. LANDLORD does not have to give TENANT a receipt for rental payments.

6. PLACE AND NAME OF PAYMENTS.

Rent payments are to be made payable to McKINNEY PROPERTIES, INC. Rent must be paid to LANDLORD at the following address:

**Meridian on College Avenue
C/O McKinney Properties, Inc.
646 East College Avenue, Office
State College, PA 16801**

Or, at such other address as LANDLORD designates.

7. NOTICES.

LANDLORD and TENANT must send all notices by postage pre-paid First Class U.S. Mail or via hand delivery (hand delivery shall include placing the notice in the UNIT). Notice is given when it is mailed or hand delivered.

TENANT must send or hand deliver notices to LANDLORD at the address listed in **Paragraph 6** of

this LEASE. LANDLORD must send or hand deliver notices to TENANT at TENANT'S UNIT. Landlord may also send notices to TENANT as per the Electronic Communications section of the Addendum to this LEASE.

8. USE.

- a) Only TENANT(S) and/or OCCUPANTS listed on this lease may live in the UNIT. The UNIT may only be used as a private residence.
- b) TENANT may not commit any act or allow any activity to occur on the PROPERTY, which violates or breaks any Federal, State or local laws or ordinances. TENANT may not use or allow the PROPERTY to be used for any disorderly or illegal purpose.
- c) TENANT may not store or allow any hazardous, flammable or toxic substances in or on the PROPERTY. TENANT may not do or allow any behavior in the PROPERTY which is a nuisance or which creates a risk of injury, loss or damage. TENANT may not do or allow any activity, which increases the costs of insurance or the LANDLORD'S ability to either get or keep insurance coverage on the PROPERTY.

9. SECURITY DEPOSIT TERMS.

- a) Before moving into the UNIT, TENANT must pay the SECURITY DEPOSIT amount listed in **Paragraph 4**. The SECURITY DEPOSIT is being held at Citizens Bank.
- b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT under the LEASE.
- c) TENANT agrees that during the TERM or prior to returning the SECURITY DEPOSIT to the TENANT, LANDLORD may decide to use all or part of the SECURITY DEPOSIT:
 - 1) to pay for damages caused by TENANT to the UNIT and PROPERTY; and/or
 - 2) if TENANT fails to pay RENT or ADDITIONAL RENT; and/or
 - 3) any other reason as required by law.

If the SECURITY DEPOSIT is used in the manner described above, the TENANT will immediately deposit with the LANDLORD the amount needed to replenish the SECURITY DEPOSIT to equal the amount listed in **Paragraph 4**.

- d) LANDLORD will return the SECURITY DEPOSIT within thirty (30) days of the end of the TERM or within thirty (30) days of TENANT leaving and turning in the keys, if TENANT:

gives LANDLORD written notice of TENANT'S new address; and

- 2) did not damage the PROPERTY; and
- 3) paid all RENT and additional RENT in full; and
- 4) fully performed all responsibilities under this LEASE.

e) A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as the potential charges, may be obtained from LANDLORD at TENANT'S request. TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate place within the UNIT.

f) TENANT is required to have the carpet professionally steam cleaned by a company approved by LANDLORD when TENANT vacates the UNIT. TENANT must show a receipt to LANDLORD on the date TENANT vacates the UNIT. If TENANT does not show LANDLORD the receipt, LANDLORD shall retain from the SECURITY DEPOSIT an amount equal to the cost of professionally cleaning the carpet.

g) TENANT is required to have the UNIT professionally cleaned by a company approved by LANDLORD when TENANT vacates the UNIT. TENANT must show a receipt to LANDLORD on the date TENANT vacates the UNIT. If TENANT does not show LANDLORD the receipt, LANDLORD shall retain from the SECURITY DEPOSIT an amount equal to the cost of professionally cleaning the UNIT.

h) TENANT acknowledges that the UNIT is located within the BUILDING and PROPERTY and that the BUILDING and PROPERTY contain Common Areas that are accessible to all Tenants and guests. If damages or costs are incurred by LANDLORD, through no fault of LANDLORD (for example vandalism or false fire alarms) relating to the Common Areas of the PROPERTY or BUILDING, the LANDLORD shall have the right to apply up to \$100.00 of each TENANT'S share of the SECURITY DEPOSIT towards costs incurred by LANDLORD. The charges will be divided and charged equally among each TENANT in the PROPERTY unless one or more individuals accept responsibility for the charges. Common areas include, but are not limited to the following areas of the PROPERTY and include any of the common area furniture, equipment, or contents:

- hallways, lobbies, stairways, landscape areas, parking areas, fitness center, study lounge(s),

laundry rooms, elevators and other similar areas.

i) A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT as well as to the Common Area charges listed in **Paragraph 9(h)** above.

j) Interest on the security deposit will be paid to TENANT in accordance with the laws of the Commonwealth of Pennsylvania. Currently, no interest is earned on the deposit unless:

- 1) the deposit is greater than \$100; and
- 2) the TENANT'S LEASE extends to a third year.

10. RETURNED CHECKS.

If TENANT'S check is returned by the bank, TENANT:

- a) must pay a charge of \$25.00 as Additional RENT;
- b) will be responsible for any late rent charges retroactive to the 1st day of the month;
- c) will be in violation of the lease for failing to pay the RENT on time, unless the fee and any late rent charges are paid within 48 hours.

TENANT must make all further payments to LANDLORD by certified check or money order if LANDLORD receives one (1) or more checks returned by the bank.

11. UTILITIES.

- a) LANDLORD will supply and pay for the following utilities:
- Basic Cable Television
 - Water and Sewer
 - Trash

NOTE: TENANT will use utilities in a careful and reasonable way.

b) At the end of the LEASE, TENANT must provide LANDLORD with proof that all utilities, billed to TENANT are paid in full. LANDLORD does not have to return any SECURITY DEPOSIT to TENANT until TENANT gives LANDLORD proof that TENANT has paid all utilities.

c) TENANT will pay for any other utilities or services serving the UNIT including electric through the lease ending date listed in **Paragraph 2**. TENANT must show proof to LANDLORD prior to occupying the UNIT that the electric service is in the name of at least 1 of the TENANTS in the UNIT.

12. APPLIANCES AND FURNITURE.

- a) LANDLORD will provide the appliances below:

Stove/Range	Refrigerator
Dishwasher	Disposal
Air Conditioner	Microwave
Fire Extinguisher	

b) LANDLORD will provide the UNIT furnished. A list of Furniture will be maintained at the offices of LANDLORD. If TENANT chooses not to use any of the furniture TENANT must store the furniture in the UNIT. LANDLORD is not responsible for removing or storing any furniture.

c) LANDLORD will repair or replace non-working appliances and damaged furniture and will charge accordingly.

d) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliances or furniture that is broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item, which is broken, damaged, not working or not in the UNIT because of the fault of TENANT, OCCUPANT, or TENANT'S guests.

13. LANDLORD UNABLE TO GIVE POSSESSION.

a) LANDLORD will not pay damages to TENANT if LANDLORD cannot give possession for reasons beyond LANDLORD'S control.

b) If LANDLORD is unable to give possession of the UNIT to TENANT on the date when the LEASE is to start, TENANT will not have to pay RENT or ADDITIONAL RENT until possession of the UNIT is given to TENANT. TENANT must pay RENT or ADDITIONAL RENT for any part of a month that TENANT has possession.

c) TENANT may end the LEASE if possession of the UNIT is not given to TENANT within 30 days of the date the LEASE begins. TENANT must give notice to LANDLORD in writing before the 6th day after the 30-day period has expired to end the LEASE. The LEASE will continue if TENANT

does not give LANDLORD written notice that TENANT is ending LEASE. All duties and obligations of TENANT under the LEASE will remain in effect.

14. ACCEPT CONDITION OF UNIT.

TENANT accepts the UNIT and PROPERTY in its present condition and deems it fit and habitable. Within 48 hours of taking possession of the UNIT, TENANT must give LANDLORD a list of defects or damages to the UNIT. As part of this list, TENANT must test all smoke detectors. The purpose of the list

is to document the condition of the UNIT at the time of the LEASE.

The list should be delivered to the LANDLORD'S Leasing Agent. TENANT should keep a copy of the list. If LANDLORD receives no list within the time given, TENANT acknowledges that there are no defects or damages. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear accepted. TENANT is responsible for all damage to the UNIT that occurs after acceptance, reasonable wear and tear excluded. Having to paint a UNIT 1 year after it was painted is not considered reasonable wear and tear. If the carpet needs replaced due to damage by TENANT, TENANT will be responsible for the cost.

15. ENDING THE LEASE.

a) **This LEASE will end at the time and date listed in Paragraph 2.** The LANDLORD may not extend the term of this LEASE without the written consent of the TENANT. The TENANT may not extend the term of this LEASE without the written consent of the LANDLORD. **FAILURE to leave at the end of LEASE shall be a violation of this LEASE.**

b) If this LEASE is ended and TENANT does not leave on the lease ending date, TENANT must pay in addition to the normal RENT, \$200.00 per day as ADDITIONAL RENT. This rental charge is due for each day that TENANT stays in possession of the UNIT.

16. ENDING LEASE EARLY.

This LEASE may not be ended early unless it is agreed to in writing by both LANDLORD and TENANT. LANDLORD has no obligation to end this LEASE early.

The LANDLORD is not responsible for resolving issues amongst the TENANTS of the UNIT or BUILDING. TENANT agrees not to use any such issues as a reason to terminate the LEASE.

17. SUBLETTING.

TENANT may not transfer this LEASE or sublet the UNIT, any part of the UNIT or any parking spaces. Should the TENANT want to be released from TENANT'S remaining obligation under this LEASE, the LANDLORD will only do so provided:

- a) LANDLORD offers re-rental.
- b) the TENANT finds a replacement tenant who is approved by LANDLORD in LANDLORD'S sole discretion. The LANDLORD is not responsible for finding a replacement tenant.
- c) the replacement tenant and their guarantors sign all documents required by LANDLORD.

d) the TENANT pays all applicable fees and costs including a re-rental fee, imposed by LANDLORD at such time.

e) If an Amendment to Residential Lease Agreement has been signed for a consecutive TERM by TENANT, the TENANT is not released from this obligation unless replacement Tenant agrees to the consecutive TERM and signs all documents required by LANDLORD.

f) the TENANT agrees to pay RENT until the date a replacement tenant approved by the LANDLORD becomes responsible for paying rent on the UNIT.

18. LANDLORD'S ENTRY ONTO THE PROPERTY.

LANDLORD or LANDLORD'S agent may enter the UNIT:

- a) between 7:00 A.M. and 7:00 P.M. to:
 - 1) make repairs;
 - 2) improve the UNIT;
 - 3) show the UNIT to possible buyers, lenders or tenants;
 - 4) inspect the unit quarterly for compliance with the LEASE terms;
 - 5) investigate a suspected violation of the LEASE; or
 - 6) for any other reasonable purpose.

b) without notice to TENANT and at any time in an emergency.

19. LANDLORD'S RESPONSIBILITY.

LANDLORD is responsible only for any loss, expense, injury or damage caused by LANDLORD or LANDLORD'S agent.

LANDLORD is not responsible for any loss, expense, injury or damage to any person or property caused by items including but not limited to:

- a) theft;
- b) fire;
- c) ice, snow or rain;
- d) water;
- e) plumbing or pipe leaks;
- f) malfunction of appliances;
- g) interruption of any utilities or services of the PROPERTY; and/or
- h) power surges.

20. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.

TENANT agrees that TENANT is responsible for:

a) all personal property of TENANT, OCCUPANT, and their family, guests or persons invited by them in or on the PROPERTY, including automobiles;

b) loss, damage, costs, injury or death caused by TENANT, OCCUPANT, or their family, guests or persons invited by them for the use of TENANT'S property;

c) any claim due to acts or from any failure to act by TENANT, OCCUPANT, or their family, guests or persons invited by them;

d) payment for damages or costs of LANDLORD from any claim based upon the acts of TENANT, OCCUPANT, or their family, guests or persons invited by them ; and,

e) the legal costs of defending LANDLORD if any claim is made against LANDLORD because of the acts of TENANT, OCCUPANT, or their family, guests or persons invited by them. LANDLORD has the right to choose the attorney who will represent LANDLORD.

21. TENANT'S INSURANCE.

TENANT will get insurance coverage for:

a) the protection of any personal property of TENANT, OCCUPANT, and their family or guests;

b) the contents in and around the PROPERTY;

c) all claims by TENANT, OCCUPANT, or their family, guests or persons invited by TENANT for injury or death occurring in or about the PROPERTY; and

d) TENANT'S or OCCUPANT'S automobile(s).

22. ATTORNMENT.

TENANT understands and agrees that the LANDLORD may from time to time place a mortgage against the PROPERTY. If the LANDLORD should breach or default under the mortgage, the holder of the mortgage may exercise remedies against the LANDLORD. Some of the remedies may permit the holder of the mortgage to either become the owner of the PROPERTY or to take over the LANDLORD'S interest under this LEASE. If that occurs, the new owner will provide notice to TENANT that it is the new LANDLORD under the Lease. Following such notice, TENANT will pay all rent and other sums payable under this LEASE to the new owner (or as the new owner shall direct).

23. LEAVING THE UNIT.

a) The UNIT is considered abandoned and/or turned over to LANDLORD if:

1) RENT is five (5) or more days past due; and

2) TENANT moves out all or almost all of TENANT'S personal property from the UNIT;

If TENANT abandons the UNIT, LANDLORD may take possession of the UNIT and its contents. LANDLORD may dispose of the contents and re-rent the UNIT without obligation to TENANT. TENANT must pay the cost for removal. If LANDLORD sells the contents, TENANT will be credited with the actual amount received, less the cost of removal and sale. TENANT must still pay the RENT for the entire term.

24. RULES AND REGULATIONS.

a) LANDLORD may make reasonable rules and regulations to protect:

- 1) the PROPERTY and the property of other tenants, neighbors, or other people; and,
- 2) the comfort, safety or rights of other tenants, neighbors, or other people.

b) TENANT will follow all rules made by LANDLORD, which are now in effect and attached to this LEASE. TENANT will follow any new rules and regulations made by LANDLORD during this LEASE. LANDLORD may charge TENANT a lease violation charge per incident or violation of the rules and regulations.

25. TENANT'S DUTIES AT END OF LEASE.

In addition to any other duties, which TENANT has under this LEASE, TENANT will:

- a) when the LEASE Ends:
 - 1) leave the UNIT
 - 2) return all keys to LANDLORD
 - 3) return the UNIT:
 - (a) clean and free of garbage or trash; and
 - (b) in good order and repair, reasonable wear and tear accepted.
- b) comply with all other terms of this LEASE

26. MAINTENANCE.

LANDLORD agrees to do any maintenance or structure repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

27. REPAIRS.

TENANT agrees to:

- a) immediately report to LANDLORD any damages or needed repairs; and
- b) do and or pay for repairs which are needed due to the fault of TENANT, OCCUPANT, or any of TENANT'S family or guests.

28. CHANGES TO THE PROPERTY.

TENANT must get written permission from LANDLORD before TENANT makes any changes, improvements or additions to the UNIT.

TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for the changes.

29. PETS.

No pets of any kind are permitted unless otherwise agreed in writing. IF a pet is found in the UNIT TENANT will be assessed a charge of \$1,500 and the TENANT will immediately remove the pet from the UNIT.

30. PARK NO UNAUTHORIZED VEHICLES.

a) TENANT may not park any vehicle on the PROPERTY unless LANDLORD and TENANT execute a Parking Lease allowing the TENANT to park a vehicle on the PROPERTY.

b) No motorcycles, campers, boats, trailers or unregistered or disabled automobiles are allowed on the PROPERTY at any time.

c) TENANT or OCCUPANT may not make repairs to automobiles on the PROPERTY.

d) LANDLORD MAY TOW, AT TENANT'S EXPENSE, ANY VEHICLE DETERMINED BY LANDLORD TO HAVE BEEN ABANDONED OR PARKED IN VIOLATION OF THIS PROVISION.

31. ACCEPT INTERCOMS.

The intercoms and/or video camera systems, if any, are for convenience only and are not intended to be security systems. LANDLORD does not assure that intercoms and/or video camera systems will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system and/or video camera system.

32. REMOVE TRASH/RECYCLING.

Trash must be disposed of in accordance with the directions of the LANDLORD. All garbage must be removed as it accumulates in the PROPERTY. Garbage may not be kept in closets, hallways, basements, etc. If TENANT or OCCUPANT violates local ordinances for removal of trash/recycling and LANDLORD is fined, TENANT must pay the fine and any costs incurred by LANDLORD as a result of TENANTS' actions. If LANDLORD has to remove TENANT'S trash TENANT shall pay to LANDLORD the cost to remove trash. If LANDLORD incurs the cost of pest control in TENANTS UNIT or the PROPERTY as a result of TENANT'S actions all TENANTS in the UNIT shall be responsible for the cost.

33. LAUNDRY FACILITIES.

Laundry and dryer prices and/or times may change without notice.

34. TAKING OF PRIVATE PROPERTY.

a) Legal authorities are able to take property after paying for it. This is known as "condemnation".

b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:

1) LANDLORD can end this LEASE for any part of the PROPERTY, which is taken;

2) LANDLORD is not responsible for claims of TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and,

3) TENANT, by signing this LEASE, has given to LANDLORD any rights, which TENANT may have to any money paid by the legal authorities for the taking of the PROPERTY.

35. UNENFORCEABLE LEASE CONDITIONS.

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE still continues.

36. SALE OF PROPERTY.

A new owner can end this LEASE by giving TENANT 90 days written notice if there is:

a) a sale or transfer of the PROPERTY; or

b) a sale of the land or buildings in which the UNIT is located.

37. BROKEN CONDITIONS OF LEASE BY TENANT.

TENANT has broken this LEASE if TENANT:

a) fails to pay RENT or ADDITIONAL RENT when it is due; or

b) does anything which is not permitted by this LEASE; or

c) fails to do anything which is required by this LEASE; or

d) gives LANDLORD false information, including information or signatures on TENANT'S or the Guarantor's/Co-signers rental application or on the LEASE.

38. LANDLORD'S RIGHTS.

The following are in addition to rights of

LANDLORD under the law.

a) If TENANT breaks any condition of this LEASE, any Addendum to this LEASE, or the Rules and Regulations, LANDLORD can:

1) collect any past due RENT and any money, which is due for the rest of the TERM from TENANT;

2) collect from TENANT for damages caused by TENANT or TENANT'S breaking any conditions of the LEASE or TENANT'S doing of any act which is not permitted by the LEASE;

3) go to court to evict TENANT and get back the UNIT;

4) go to court to recover:

(a) RENT or ADDITIONAL RENT, which is due from TENANT;

(b) DAMAGES; and,

(c) reasonable costs and expenses which are spent by LANDLORD to enforce this LEASE, including court costs, collection costs and attorneys' fees.

b) These are not the only rights LANDLORD has if TENANT breaks this LEASE. Besides ending this LEASE and getting a court order to evict TENANT, LANDLORD can sue TENANT for unpaid RENT and other damages, losses or injuries.

If LANDLORD gets a court order for a money judgment against TENANT, LANDLORD can use the court process to take TENANT'S personal goods, furniture, motor vehicles and money in banks.

39. LOSS OF LANDLORD'S RIGHTS.

LANDLORD does not give up rights by accepting RENT, ADDITIONAL RENT or by delaying, or not enforcing any condition in this LEASE.

40. NO JURY TRIAL.

LANDLORD and TENANT agree to give up their right to a Jury Trial in any lawsuit involving this LEASE.

41. WRITTEN CHANGES TO LEASE.

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other promises or understandings. Any changes to this LEASE require writing and signature by LANDLORD and TENANT.

42. TRANSFER BY LANDLORD.

LANDLORD may transfer this LEASE. If transferred, TENANT'S obligations go to the new landlord. The new landlord will have all of the rights that the current LANDLORD has under this LEASE. LANDLORD may transfer this LEASE without first getting TENANT'S approval.

43. PARENTAL GUARANTEE.

Each TENANT listed on Page 1 of this LEASE must provide LANDLORD a legally binding parental or sponsor's GUARANTEE in a form acceptable to LANDLORD. GUARANTEE for each TENANT must be delivered to LANDLORD within 10 days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at anytime thereafter as it relates

solely to the specific TENANT that has not provided the LANDLORD with the GUARANTEE.

44. ADDITIONAL ROOMMATES FOUND BY LANDLORD.

TENANT agrees that if the number of tenants to occupy the UNIT listed in Paragraph 1 of this LEASE is not filled (i.e. fully executed leases by all Tenants) within 10 days of the date of the application, the LANDLORD has the right to place additional tenants in the UNIT within the designated occupancy limit without the TENANT’S prior approval. TENANT agrees to cooperate with LANDLORD in connection with the placement of such tenant; provided, if TENANT unreasonably hinders placement of other individuals in the unit, TENANT can be held liable for the monthly rental amount of the unoccupied space for the entire term of the LEASE or until the unoccupied space is leased. TENANT also acknowledges that should LANDLORD place any such tenant in the UNIT, LANDLORD is doing so solely for TENANT’S benefit, and TENANT hereby releases, and agrees to indemnify and hold harmless, LANDLORD from any and all liabilities associated with such service and/or the occupancy by such other individuals of a portion of the UNIT, including but not limited to any and all damage or loss to the UNIT or TENANT’S property or injury to the TENANT or other persons. TENANT understands that the LANDLORD does not perform any type of background check on any TENANT. If the additional TENANT is not found within 30 days of the date of the LEASE, a change of occupancy will need to be signed by all LEASEHOLDERS of the LEASE.

45. SUBSTITUTE UNIT.

Prior to TENANT occupying the UNIT, LANDLORD has the right to substitute a similar UNIT at the PROPERTY for the UNIT listed in Paragraph 1.

If Tenant already occupies the UNIT, LANDLORD also has the right to require TENANT and all other TENANTS in the UNIT to move to a similar unit at the PROPERTY for the TERM of this LEASE.

46. ADDITIONAL TERMS.

See attached addendum(s) for any additional terms, which are part of this LEASE.

47. TENANT GIVES UP RIGHTS OF NOTICE.

WARNING: UNDER PENNSYLVANIA LAW, TENANT IS ENTITLED TO RECEIVE A WRITTEN NOTICE FROM LANDLORD TO

LEAVE THE PROPERTY. IF PERSONAL PROPERTY REMAINS ON THE PREMISES FOLLOWING THE RELINQUISHMENT OF THE PREMISES, LANDLORD MUST GIVE WRITTEN NOTICE TO TENANT PRIOR TO THE REMOVAL OF PERSONAL PROPERTY THAT REMAINS ON THE PREMISES.

BY SIGNING THIS LEASE, TENANT AGREES TO GIVE UP THE RIGHT TO RECEIVE ANY NOTICE FROM LANDLORD TO LEAVE THE PROPERTY BEFORE LANDLORD TAKES LEGAL ACTION AGAINST TENANT OR IF PERSONAL PROPERTY REMAINS ON THE PREMISES FOLLOWING THE RELINQUISHMENT OF THE PREMISES.

This LEASE and any addenda may be signed in counterpart signatures. The lease application is considered a part of the LEASE. If there are any conflicts between this LEASE and the application then this LEASE shall apply.

LANDLORD and TENANT agree to the terms and conditions in this LEASE.

LANDLORD:

College Avenue Properties, L.P.

By: MCKINNEY PROPERTIES, INC., its AGENT

Nancy A. McGartland **Date**
Vice President

TENANT(S):

_____ **Date**

_____ **Date**

_____ **Date**

_____ **Date**

_____ **Date**

ADDENDUM

This addendum is hereby made a part of the LEASE attached hereto between LANDLORD and TENANT.

1. SMOKE DETECTORS, FIRE ALARM SYSTEM AND SPRINKLER SYSTEM

LANDLORD AND TENANT acknowledge that:

- each apartment unit is equipped with at least one smoke detector unit and one sprinkler head, which is part of the Sprinkler System and,
- Parts of each BUILDING's Common Areas are equipped with a Fire Alarm System and Sprinkler System.

The TENANT agrees;

- 1) that within 24 hours of moving in to the UNIT, TENANT will test the smoke detector unit(s) in the UNIT and notify the LANDLORD in writing if the smoke detector unit(s) is not working;
- 2) to regularly test the smoke detector(s) in the UNIT and to notify the LANDLORD immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s);
- 3) to notify LANDLORD immediately in writing if TENANT perceives there to be any problem, defect, malfunction or failure of the Sprinkler System;
- 4) Not to remove, modify, damage or service the smoke detector unit(s), Sprinkler System or Fire Alarm System;
- 5) that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s), Fire Alarm System or Sprinkler System;
- 6) that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in anyway related to the operation, malfunction or failure of the smoke detector(s), Fire Alarm System or Sprinkler System. This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s), Fire Alarm System or Sprinkler System; and
- 7) that the LANDLORD is not responsible for false alarms or malfunctions of the smoke detector(s), Fire Alarm System or Sprinkler System and any resulting inconvenience, expense, or consequences.

2. TENANT ACKNOWLEDGEMENT OF SECURITY POLICY

- a) TENANT, OCCUPANTS AND GUARANTORS acknowledge that neither the LANDLORD, the management company, or the agent for the LANDLORD:
 - 1) has made any representations, written or oral, concerning the safety of the PROPERTY or the effectiveness of any security/monitoring devices or measures, if any; and
 - 2) warrants or guarantees the safety or security of the TENANT(S), OCCUPANT(S) or their guests or invitees against the criminal or wrongful acts of third parties.
- b) TENANT, OCCUPANTS AND GUARANTORS acknowledge that:
 - 1) each TENANT, OCCUPANT, guest or invitee is responsible for protecting his or her person and property; and
 - 2) security/monitoring devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunction and that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

ADDENDUM (Continued)

3. FACILITIES

The facilities located at Meridian on College Avenue including but not limited to the Study Lounge, Exercise Facility and Tanning beds are hereinafter sometimes collectively referred to as the "FACILITIES".

RESIDENT recognizes that the FACILITIES have been made available by LANDLORD to RESIDENT. In order to use the FACILITIES, the RESIDENT agrees that:

- 1) RESIDENT shall not permit any guests to use the FACILITIES unless accompanied by RESIDENT;
- 2) RESIDENT shall use the FACILITIES in a prudent manner, consistent with the use of such FACILITIES;
- 3) RESIDENT shall not use the FACILITIES in a manner which is offensive or dangerous to RESIDENT or any users of the FACILITIES;
- 4) RESIDENT will follow such policies as established by LANDLORD in connection with the operation of the FACILITIES;
- 5) LANDLORD shall have the right to discontinue providing the FACILITIES at any time and for any reason;
- 6) LANDLORD is not providing any attendants or supervision of any kind for the FACILITIES;
- 7) LANDLORD has made no representation that LANDLORD's representatives have any expertise in the operation of the FACILITIES;
- 8) LANDLORD makes no representations that the FACILITIES is fit for any particular purpose;
- 9) LANDLORD has made no representation as to the physical condition and operation of the FACILITIES; and
- 10) THE USE OF THE FACILITIES BY RESIDENT, GUEST OR OCCUPANTS SHALL BE WHOLLY AT RESIDENT'S OWN RISK.

LANDLORD reserves the right to prohibit use of the FACILITIES to any individual that LANDLORD, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

RESIDENT agrees that in connection with the use of the FACILITIES by RESIDENT, GUEST or OCCUPANT, RESIDENT is responsible for:

- 1) payment for damages or costs of LANDLORD from any claim based upon the acts of RESIDENT, GUEST or OCCUPANT; and,
- 2) the legal costs of defending LANDLORD if any claim is made against LANDLORD because of the acts of RESIDENT, GUEST or OCCUPANT. LANDLORD has the right to choose the attorney who will represent LANDLORD.

LANDLORD is responsible only for any loss, expense, injury or damage caused by LANDLORD or LANDLORD'S agents or employees.

ADDENDUM (Continued)

4. NOTICES – ELECTRONIC COMMUNICATIONS

In addition to the Notices provision in the LEASE, LANDLORD and TENANT agree that LANDLORD may send notices, except as agreed to herein, to TENANT or any CO-SIGNER/GUARANTOR via text, email or other forms of electronic communication (hereinafter sometimes collectively “ecomunication”). Ecommunications may be delivered to the email addresses or cellular phone numbers TENANT or CO-SIGNER/GUARANTOR has provided LANDLORD and/or at such other email address or cellular phone number as TENANT or CO-SIGNER/GUARANTOR may provide to the LANDLORD via the “resident portal” on the property website.

With respect to ecommunication notifications, TENANT and CO-SIGNER/GUARANTOR agree:

1. that such ecommunication notifications may include but are not limited to such items as general alerts, PROPERTY related marketing information, rent notice reminders, balances due or billing notices (such as utility bills) and notices to enter the UNIT pursuant to the terms of the LEASE.
2. to maintain a valid email address on record with LANDLORD, throughout the term of this lease.
3. that they may only modify their email address or cellular phone number via the “resident portal” on the property website and not by sending a notice to the PROPERTY or the LANDLORD unless notified otherwise in writing by LANDLORD.

With respect to ecommunication notifications each CO-SIGNER/GUARANTOR agrees that:

1. LANDLORD is not required to send notices contemplated in this addendum to CO-SIGNER/GUARANTOR but LANDLORD may do so at its election.
2. that in the event a notice or notices, are previously sent to the CO-SIGNER(s)/GUARANTOR(s) via ecommunication, there is no obligation for the LANDLORD to send future notices using this method.

With respect to email notifications LANDLORD agrees:

1. Email addresses and cellular phone numbers provided to LANDLORD shall only be used by LANDLORD, its agents or their contracted service providers in accordance with the provisions herein.

From time to time, LANDLORD, TENANT and / or CO-SINGER/GUARANTOR may have reason to communicate through the use of email or other forms of electronic communication. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur.

ADDENDUM (Continued)

5. Environmental

LANDLORD AND TENANT agree as follows:

1. Molds and mildew are microscopic organisms found virtually everywhere, both indoors and outdoors. Mold growth indoors can be caused by excess moisture.
2. LANDLORD cannot guarantee TENANT that the UNIT is, or ever will be, "mold-free."
3. Mold growth can be prevented, however, if TENANT and LANDLORD work together to prevent excess moisture from building up in the UNIT.
4. TENANT must inform LANDLORD **immediately** in the event that mold growth, water leakage or infiltration, and/or HVAC problems develop in the UNIT.
5. TENANT agrees to prevent moisture from building up in the UNIT by (a) running the HVAC as necessary to maintain a general temperature of 68.5°F to 76°F (in the winter) and 74°F to 80°F (in the summer); (b) closing all windows and doors whenever the HVAC is running in his/her apartment; (c) wiping down visible moisture accumulation on windows and walls as soon as it appears; (d) using the exhaust fans in your kitchen when cooking and in your bathroom(s) when bathing/showering; (e) not blocking HVAC vents; (f) keeping doors/windows closed in rainy conditions; and (g) not over watering plants.
6. TENANT must inform LANDLORD of any inoperable windows in the UNIT.
7. if mold growth develops in the UNIT, LANDLORD may, at its discretion, relocate TENANT to a comparable UNIT and/or provide TENANT with the option to terminate the LEASE without penalty.

TENANT further agrees that he/she shall be responsible for damage to the UNIT, as well as personal injury to TENANT and anyone residing in the Premises with TENANT for any time period, resulting from TENANT'S and/or TENANT'S guest's failure to comply with the terms of this Addendum. **If TENANT fails to comply with this Addendum, TENANT can be held responsible for any property damage and/or any health problems that may result.**

A default under the terms of this Addendum shall be deemed a material default under the terms of the LEASE, and LANDLORD shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the LEASE shall remain unchanged. In the event any of the terms and conditions of the LEASE conflict with the terms of this Addendum, the terms of the Addendum shall control.

LANDLORD AND TENANT(S) hereby agree to all the terms and conditions of this Addendum.

TENANTS:

LANDLORD:

College Avenue Properties, L.P.
By: MCKINNEY PROPERTIES, INC., its AGENT

Date

Date

Date

Date

Date

Nancy A. McGartland, Vice President Date

ADDENDUM (Continued)

6. IMAGE RELEASE FORM

I hereby irrevocably consent to and authorize the use by the Landlord, of any and all photographs, video, voice recordings, or other media taken of me including derivative works thereof (collectively, the "Images"), and any reproduction of them in any form in any media whatsoever, whether now known or hereafter created, throughout the world in perpetuity.

I also consent to the use of my name or likeness, or an assigned fictitious name, in connection with the exhibition, distribution, merchandising, advertising, exploiting and/or publicizing of Images or the property.

I hereby release and discharge the Landlord, its trustees, officers, employees, licensees, and affiliates from any and all claims, actions, suits or demands of any kind or nature whatsoever, in connection with the use of Images and the reproduction thereof as aforesaid. I understand and agree that the Landlord will be the exclusive owner of all rights, including, but not limited to, all copyrights, in and to the Images in whole or part, throughout the universe, in perpetuity, in any medium now known or hereafter developed, and to license others to so use them in any manner the Landlord may determine in its sole discretion, without any obligation to me.

I hereby waive any right that I may have to inspect and/or approve the use of the Images or any reproductions thereof, by the Landlord.

Date: _____
Signature: _____
Print Name: _____
Address: _____

City _____ State _____ Zip Code _____

Phone Number _____ Email Address _____

If above named is a minor child, a parent/guardian must sign

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

This form must either be notarized or signed in the presence of an authorized Meridian on College Avenue representative. If signed in the presence of a property employee, Guarantor(s) must present a valid, unexpired, government issued photo identification. Further, guarantor(s) must consent to a photocopy being made of said identification to be attached to this form.

Agreed to this _____ of _____, 201____.

Guarantor Signature

Guarantor Signature

(State) _____)

) SS:

COUNTY OF _____)

On this, the _____ day of _____, 201____, before me, a notary public, the undersigned person(s), personally appeared _____ and _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Meridian on College Avenue Employee Verification

I certify that this form was physically signed in my presence while actively employed by Meridian on College Avenue. I also received a copy of the Guarantors photo ID.

Guarantor #1 Copy of photo ID attached _____

Guarantor #2 Copy of photo ID attached _____

Employee Signature

Date

Employee Name (Print)

Meridian on College Avenue – Rules and Regulations (Page 1 of 3)

Please read these rules very carefully before you sign your Lease. The rules and regulations are established in order to allow each and every TENANT the opportunity to enjoy their home. Any violation of the rules and regulations constitutes a default under the LEASE and the LANDLORD may proceed with an eviction action or other legal action as provided by law or in the LEASE. The rules and regulations are as follows:

1. **Overnight Guests.** TENANT will not permit anyone other than the TENANTS or OCCUPANTS named on the LEASE to stay in the UNIT for more than two nights in a row during any 15-day period without prior written approval from the LANDLORD. A charge of up to \$25.00 per day may be charged to the TENANTS in the UNIT for each person staying in the UNIT who is not in compliance with this rule.
2. **Noise.** TENANTS shall maintain order and shall not make or permit loud or improper noises to occur, nor any activities that interfere with the other TENANTS quiet enjoyment of their apartments. All radios, television sets, stereos or other devices, which create noise, must be reduced to a level of sound that does not annoy or interfere with other TENANTS. No musical instruments will be played on the PROPERTY at anytime. Odors that are offensive to other TENANTS are prohibited. Violations of this rule will be handled as follows:
 - FIRST: A written warning will issued to TENANT stating the first complaint.
 - SECOND: A \$25 charge will be assessed against the TENANT following the second written complaint.
 - THIRD: A \$75 charge will be assessed against the TENANT following the third written complaint.
 - FOURTH: A \$150 charge will be assessed against the TENANT following the fourth written complaint.

TENANT may dispute any violation however TENANT must refute such charge with clear and convincing proof. LANDLORD expressly reserves the right to increase the charges set forth in this section to cover any costs or expenses incurred by LANDLORD as a result of TENANT's actions. The charges above are in addition to any fines or charges imposed by any governmental authority.

3. **Alcohol and Drugs.** No alcoholic beverages may be consumed outside the UNIT. No alcoholic kegs or draft balls are allowed on the PROPERTY or in the UNIT. A charge of \$200 will be assessed to any TENANT(S) found in violation of this rule. Selling or using drugs is prohibited and will be reported to the proper authorities.
4. **Walls.** No nailing, boring or screwing into the walls, cabinets or other items in the UNIT, without the written consent of the LANDLORD. TENANT may only use devices for hanging items on the walls which are approved by LANDLORD in writing.
5. **Doors and Windows.** LANDLORD is not responsible after move in date for damage to windows, doors and outside locks. If damage occurs, it is the responsibility of the TENANT. Damage will be repaired by LANDLORD at a reasonable cost to TENANT. All TENANTS and OCCUPANTS must observe strict care not to leave their windows open when it rains or snows. If damage occurs as a result of leaving the windows open it is the responsibility of the TENANT. Damage will be repaired by LANDLORD at a reasonable cost to TENANT. Window screens may not be removed without the written consent of LANDLORD.
6. **Additional Door Locks and Keys.** TENANT agrees not to change, add or remove any locks to the UNIT without first getting written permission from LANDLORD. TENANT will pay any costs paid by LANDLORD for changing locks. Any and all locks placed on any door to remain for the benefit of the LANDLORD. TENANT to furnish LANDLORD with a key to any lock allowed.
7. **Lockouts and Extra Keys.** A Lock out is not considered an emergency. LANDLORD will charge a fee of \$50.00 if LANDLORD has to let TENANT or OCCUPANT into the UNIT or PROPERTY TENANT must pay this fee to the LANDLORD at the Rental Office within 30 days. Extra keys and replacements for lost keys will be furnished during reasonable business hours upon one-days notice to the resident manager or building superintendent and the payment of \$15.00 per key, or the cost of the lock, if necessary.
8. **Window Treatment.** Vertical or mini-blinds are installed for each window. TENANT may not install any other window treatment nor place any newspaper, cardboard, signs etc., on the windows. No items are to be placed on the windowsills. Failure to comply with this rule will result in a \$10.00 per day charge until corrections are made.
9. **Washers and Dryers.** Washers and dryers are not to be used in apartment.
10. **Waterbeds.** No Waterbeds or other water filled furniture is permitted in the UNIT. Any violation of this will result in a \$500 fine and the item must immediately be removed from the UNIT.
11. **Parking and Car Repairs.** Parking on the PROPERTY is prohibited unless you are either parking in a metered space or have a signed lease for a parking space. If an automobile is found in violation it may be towed at TENANT's expense. No car repairs will be allowed on property except flat tires. No car washing is permitted. When moving in, TENANT agrees to follow the parking policy. Meridian on College Avenue is not responsible if car is towed.
12. **UNIT Inspections.** LANDLORD or its agent may make periodic inspections of the UNIT in order to ascertain any physical problems with the UNIT and also to ensure that property is being cared for properly. UNITS, which are found to be excessively dirty and disorderly, will be cleaned for a minimum of \$50 per unit. If during the course of an inspection stolen property (i.e., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and TENANTS of the UNIT may be subject to civil action.
13. **Care of UNIT and Common Areas.** Residents are responsible for cleaning their own apartment/room, for removing waste material regularly, and maintaining sanitary and safety conditions acceptable to LANDLORD. TENANT shall not nor allow its guests to sweep or throw dirt or other materials out of the UNIT or leave trash, cans, papers, etc. in the Common Areas.

14. **Fire and Safety.** Fires of any type are strictly prohibited at the PROPERTY for safety reasons. No lit candles or live Christmas trees are permitted. Storage of explosives or flammable substances within a UNIT or on the PROPERTY is prohibited. Pennsylvania law forbids the use of fireworks. Persons tampering with fire alarm equipment, smoke detectors, sprinkler heads or interfering with fire officials are subject to prosecution and fines under Pennsylvania statutes and civil action by LANDLORD. Obstruction of stairways is not permitted. TENANTS are not permitted on the rooftop of any portion of the PROPERTY. Conduct, which threatens or endangers the health, safety, or well being of any person is prohibited and is subject to legal action by LANDLORD. TENANT is responsible for becoming familiar with all fire exits. TENANT will comply with the Emergency Procedures of the PROPERTY. If TENANT has any questions or concerns regarding Emergency Procedures they should be immediately directed to LANDLORD.
15. **Monitoring of Common Areas.** The common areas or certain parts of the common areas of the PROPERTY may be subject to either recorded or live monitoring devices. Any person or persons conducting illegal actions, damaging actions, and/or vandalism may be subject to prosecution under Pennsylvania statutes and legal action by the LANDLORD.
16. **Alternate Heating Sources.** No alternate heating sources such as Kerosene heaters or space heaters are permitted to be operated in the UNIT or PROPERTY.
17. **Maintain Heat.** TENANT will maintain the heat in the UNIT at a temperature no less than 50 degrees Fahrenheit during the months of October through April. When no TENANTS are in the UNIT, the TENANTS will maintain the heat at no greater than 65 degrees Fahrenheit.
18. **Plumbing Fixtures.** TENANT, OCCUPANTS and their guests shall not use the commodes, bathtubs, sinks or other water apparatus for any purpose other than that they are constructed. Items such as sanitary napkins, tampons, disposable diapers, sweepings, rubbish or other such materials shall not be placed in or put down any of the plumbing fixtures. TENANT shall pay for any damage or repairs resulting from misuse. TENANTS living over another TENANT will be held responsible for any damages or repairs by his or her neglect such as overflowing sinks, tubs, and commodes
19. **Bicycles.** Bicycles may only be stored in the UNIT (not on the balcony) or in designated storage locations. LANDLORD has the right to remove any bicycles found violating this rule and to charge \$50 for the return of the impounded bicycle. Bicycles must be registered with the rental office. LANDLORD is not responsible for damage to bicycles.
20. **Lighting.** TENANT at their expense is responsible for replacing all light bulbs or tubes in the UNIT. Only white light bulbs are permitted.
21. **Weapons.** TENANT shall not possess any firearms or other weapons in the UNIT or on the PROPERTY.
22. **Balconies.** The use of charcoal or flammable gas grills is not permitted in the UNIT, on any balcony or other area of the PROPERTY. Items shall not be hung off the balcony nor shall items other than outdoor patio furniture, which shall be in good condition and appearance in LANDLORD'S sole and reasonable judgment, be placed on the balcony.
23. **Maintenance Requests.** If any TENANT in the UNIT makes a maintenance request and gives LANDLORD permission to enter the UNIT without first calling it is agreed that this notice to enter shall be considered from all TENANT's in the UNIT and Landlord shall be under no obligation to notify the TENANTS in the UNIT.
24. **Pest Control.** To the best of LANDLORD'S knowledge, the Premises is free of pests including bed bugs at the time of occupancy. TENANT agrees to keep the Premises in a clean and sanitary condition, free from any condition contributing to infestation. If at any time TENANT suspects the presence of pests of bed bugs in their unit, TENANT must immediately notify LANDLORD. Under no circumstances should TENANT attempt to eradicate bed bugs. If at any time the determination is made that your unit is indeed playing host to bed bugs or other pests, you must comply with the pest eradication protocol set forth by LANDLORD.
25. **No Smoking in Common Areas.** Smoking is strictly prohibited at the PROPERTY except in the TENANT'S UNIT and on the exterior grounds of the PROPERTY. Trash related to smoking will be disposed of properly. Smoking is prohibited in all other areas of the PROPERTY including hallways, interior and exterior stairwells, lobbies, study lounges and other similar areas. Violations of this rule will be handled as follows:
FIRST: A written warning will be issued to TENANT stating the first complaint.
SECOND: A \$50 charge will be assessed against the TENANT following the second written complaint.
THIRD: A \$75 charge will be assessed against the TENANT following the third written complaint.
FOURTH: A \$150 charge will be assessed against the TENANT following the fourth written complaint and any additional complaints.
26. **Party Registration.** All parties must be registered at the Rental Office during normal business hours, a minimum of 24-hours in advance. Failure to register a party will result in a \$250 fine. Photo ID is required. LANDLORD has the right to ban parties at any time – no exceptions.
27. **Changes to Rules.** The LANDLORD reserves the right to make such other and reasonable rules from time to time as needed for the preservation of good order. Copies of new rules will be furnished to all TENANTS and shall become in effect ten days after promulgation.
28. **Packages.** LANDLORD is not responsible for packages left outside of the UNIT if lost or stolen.

29. Tanning Facility Guidelines - Warning and Release - (If Tanning Facility Provided at Facility):

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

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

RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ AND UNDERSTANDS THE WARNINGS STATED ABOVE AND RESIDENT ACKNOWLEDGES AND UNDERSTANDS THAT RESIDENT ASSUMES THE RISK FOR ANY INJURY (INCLUDING DEATH) OR ACCIDENT WHICH RELATES TO THE USE OR MISUSE OF THE TANNING FACILITY. RESIDENT HEREBY AGREES TO WAIVE, RELEASE AND HOLD HARMLESS LANDLORD OR AGENT OF THE FACILITY IN WHICH THE TANNING FACILITY IS LOCATED (AS THEY ARE IDENTIFIED IN YOUR LEASE) AS WELL AS THEIR PARTNERS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS FROM ACTIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE TANNING FACILITY ITSELF AND/OR RESIDENT'S AND/OR THEIR GUESTS USE OR MISUSE OF THE TANNING FACILITY INCLUDING, WITHOUT LIMITATION, THE NEGLIGENT ACTIONS OR OMISSIONS OF THE FOREGOING RELEASED PARTIES.

I have read all the rules and regulations. I understand them, will abide by them and I have received a copy of the rules for my own personal use and will explain the rules to all TENANTS or guests to my apartment. I realize I am responsible and liable from all damage and or injury resulting from any violation of the rules and regulations. I realize I am responsible and liable for guest behavior and actions.

TENANTS:

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____		
	Date		

Resident “Tip Sheet” to Prevent Mold Growth

As part of our commitment to provide a well-maintained property, we ask that you assist us in eliminating conditions in your apartment home that may lead to moisture buildup. When moisture accumulates indoors mold may grow. Therefore, to prevent mold growth you must keep your apartment home and furnishings free from moisture buildup. Following these few simple steps will minimize moisture buildup in your apartment home and discourage the growth of mold.

Please contact the Leasing Office IMMEDIATELY to report:

- Any evidence of water leak or excessive moisture in your apartment home, storage room, garage or any common area.
- Any evidence of mold or mildew growth.
- Any failure or malfunction with your heating/ventilation/air-conditioning system.
- Any inoperable windows.

Properly ventilate and dehumidify your apartment home by:

- Not running your air conditioning when doors and windows are open.
- Keeping windows and doors closed in damp or rainy weather conditions.
- Maintaining a general temperature of 68.5° F – 70.0° F (winter) and 74.0° F - 80.0° F (summer).
- Not blocking or covering any heating/ventilation/air-conditioning supply diffusers and/or return grilles in your home.
- Not covering your windows and/or doors with plastic.
- Not using a humidifier or air filtration device in your home.

Maintain a clean environment and prevent moisture buildup in your apartment home generally by:

- Regularly vacuuming and cleaning your home using household cleaners.
- Cleaning your home more often if you own a pet.
- Not allowing bird droppings to accumulate on windowsills, decks, patios, etc.
- As soon as reasonably possible, wiping down and drying areas that might accumulate visible moisture, like countertops, windows, windowsills, cove molding and vent covers.
- Limiting houseplants to a reasonable number. Not over-watering houseplants-and cleaning up spills immediately.

Prevent moisture buildup in your kitchen by:

- Using the exhaust fans in your kitchen when cooking or while the dishwasher is on its “dry” cycle, and allowing the fan to run until all excess moisture has vented from the kitchen.

Prevent moisture buildup in your bathroom by:

- Using any pre-installed fan when bathing/showering and allowing the fan to run until all excess moisture has vented from the bathroom.
- Keeping the shower curtain inside the tub or fully closing the shower doors.
- When finished bathing/showering, leaving the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has evaporated.
- Hanging up your towels and bath mats so they will completely dry out.
- Periodically cleaning and drying the walls around the bathtub and shower using a household cleaner.

Prevent moisture buildup in your laundry closet (if applicable) by:

- Making sure that condensation does not form within the washer and dryer closet when washing clothes in warm or hot water and drying any condensation that does gather.
- Ensuring that your dryer vent is properly connected and clear of any obstructions and cleaning the lint screen after every use.
- Drying your laundry in an electrical dryer or outside rather than hanging laundry throughout your home to air-dry.

Prevent moisture buildup in your closets by:

- Not overfilling closets or storage areas with clothes or other soft goods.
- Not allowing damp or moist stacks of clothes or other cloth materials to lie in piles.
- Leaving your closet doors ajar during the summer months.

Please contact Management Office if you have any questions or concerns regarding moisture.

Meridian on College Avenue- (814) 231-9000
Calder Commons-(814) 238-3456