

SAMPLE RULES & REGULATIONS

Landlord: Rodney Hendricks

Tenants: John Doe

Leased property: XXXXXXXX, State College, PA 16801

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

THE LEASE IS A CONTRACT BETWEEN LANDLORD AND TENANT. AT TIMES IN THE LEASE AGREEMENT AND IN THESE RULES, WHEN THE COST OF REPAIR IS CHARGED TO TENANT, THE COST OF REASONABLE OVERHEAD OF 15% MAY BE ADDED AND CHARGED TO COVER LANDLORD'S ADMINISTRATIVE EFFORTS, SUPERVISION OF THE REPAIRMEN, COORDINATION OF REPAIR EFFORTS, ADVANCE OF PAYMENT AND MISCELLANEOUS SUPPLIES, TOOLS AND EQUIPMENT.

_____ (Tenant Initials)

THE LEASE IS A CONTRACT BETWEEN LANDLORD AND TENANT. AT TIMES IN THE LEASE AGREEMENT, LANDLORD CHARGES A FLAT FEE TO MAKE CERTAIN REPAIRS OR FOR CLEANING OF THE LEASED PROPERTY. THE CHARGE IS AN ESTIMATE AND AVERAGE OF THE COST OF THE LABOR, MATERIALS AND OVERHEAD FOR THE REPAIR OR CLEANING. THE PARTIES AGREE THAT THE FLAT FEE IS A FAIR LIQUIDATED SUM.

FOR EXAMPLE, A COST SHEET IS MADE PART OF THIS LEASE AGREEMENT. THE COST SHEET PROVIDES FOR FLAT FEE CHARGES FOR SPECIFIC REPAIRS, SUPPLIES AND CLEANING CHARGES.

_____ (Tenant Initials)

THE LEASE IS A CONTRACT BETWEEN LANDLORD AND TENANT. TENANT ACKNOWLEDGES THAT TENANT HAS READ THE LEASE AGREEMENT AND THE RULES BELOW. TENANT AGREES THAT LANDLORD MAY ASSESS A FEE IN THE EVENT OF TENANT BREAKING THE RULES (AS MORE FULLY PROVIDED BELOW). THE FEE AT TIMES DOES NOT RELATE TO THE ACTUAL COST OF REPAIR OR EXPENSE TO LANDLORD. HOWEVER, THE FEE IS IMPOSED TO IMPRESS UPON TENANT THAT THE CONDUCT OF TENANT AND/OR TENANT'S GUEST

MAY CAUSE A SEVERE RISK OF INJURY, NUISANCE OR DAMAGE TO THE PROPERTY.

_____ **(Tenant Initials)**

TENANT UNDERSTANDS THAT PAYMENT OF THE FEE OR CHARGE FOR DAMAGES INCLUDING ADMINISTRATIVE CHARGE IS DUE WITH THE NEXT MONTHLY RENT.

_____ **(Tenant Initials)**

1. Tenant shall NOT use basements/attics as sleeping quarters unless otherwise permitted in writing by the Landlord. Landlord is not responsible for any tenant's property stored in basements. Tenant understands that basements are typically wet and damp and personal property will be damaged if stored in the basement. If the leased property has a dehumidifier tenant is responsible for the care and upkeep, and emptying of the dehumidifier. Dehumidifier is to remain in the leased property and if removed or taken, tenant assumes full replacement cost. The basement may be locked off at the leased premises. (If applicable)
2. Tenant will maintain a minimum temperature of 55 degree's Fahrenheit in all heated rooms of the leased property. Also, upon leaving the leased property for an extended period of time, even during the heating season, tenant shall provide for daily inspection of the leased property. This inspection will include checking the heating system to insure that proper heat temperatures are being maintained. Tenant is prohibited from using any device not supplied by Landlord that produces heat by consuming electricity or any flammable substance, for example space heaters. Small personal appliances, such as: hair dryers/toasters are excluded.
3. Tenant shall not place, or permit to be placed or stored, items on any windowsills, ledges, or balconies and shall not hang items, including laundry, from the balconies, windows and common areas. No window treatments are provided with the leased property. If there are window treatments, you may use them at your discretion.
4. No waterbed is permitted within the leased property.
5. Tenant will not make repairs, alterations or additions of the leased property, or do any redecorating or repainting without the written consent of the landlord. This may include but is not limited to nail holes, tacks, and sticky tape. Tenant will not install a window air conditioner unit without the assistance or supervision of the landlord or the landlord's agent. An air conditioner unit not installed properly can cause damage to the window and/or the lease property structure. Should tenant install an air conditioner unit without the assistance/supervision of the landlord or the landlord's agent, tenant will be assessed a fee for removal and re-installation of the air conditioning unit by landlord.

6. Tenant shall inspect the smoke and carbon monoxide detectors monthly and is responsible for the malfunction of smoke and carbon monoxide detectors whether as a result of weak, defective or inoperable batteries or otherwise. Should tenant fail to keep charged batteries in the smoke and carbon monoxide detectors, remove or disconnect the detector or permit the smoke detector to be damaged in any way, tenant will be charged the cost to replace the detector including a labor charge. Tenant must maintain/is responsible for the smoke and carbon monoxide detectors in his/her individual bedroom. Tenant shall also be responsible for care and maintenance of fire extinguisher(s). The extinguisher will be charged when tenant moves in and must remain charged during the entire lease term and upon vacating. If the fire extinguisher is discharged, arrangements must be made with landlord's office to replace it; and the cost of the new extinguisher will be billed to all tenants of the leased property including labor cost to pick up and install the fire extinguisher, as well as the materials cost. If landlord or any agent representing the landlord discovers a non-reported discharged or missing fire extinguisher, tenants will be charged a flat fee of \$200 for the labor, materials, and administration costs per fire extinguisher. All fires, however minor, must be reported to the landlord office.

7. Tenant shall not go on the roof of the leased property and shall not enter any area clearly designated as being closed to tenants and others. Tenant will be charged a fee of \$500 per occurrence for going onto the roof. Tenant shall not enter the third floor for any reason. Tenant agrees the third floor will be locked off at all times. (If Applicable)

8. No radio or television devices such as antennas and satellite dishes shall be installed upon the leased property or in the common areas around the leased property.

9. Nonflammable containers are provided for trash and rubbish. Tenant shall keep the Leased property and the common areas free from litter and rubbish and shall deposit all trash and rubbish from the leased property into the designated waste disposal containers. Tenant shall follow Borough ordinances in the disposal of trash for municipal pick-up.

10. Tenant shall become familiar with and observe all posted security regulations and fire escape/exits or evacuation routes. Questions concerning security and fire procedures should be directed to Landlord (or Landlord's designated representative) without delay.

11. Rent is due on the first day of each month by 4:30pm in the landlord's office. Landlord accepts cash, check or money orders. Whether tenant pays by cash, check, or money order, rent/utilities etc. is to be paid with **one form of payment only**. If an exception must be made, per landlord's discretion, and your rent/utilities is paid with more than one form of payment. A \$10.00 administrative fee will be charged for each additional entry that we have to make to your account. **Your rent is to be paid with one form of payment only. For example, one check or one money order.**

12. Payments from tenant satisfy outstanding tenant account charges, first; then satisfy current Rent charges next. Outstanding balances on your account not paid before the next rental payment is due will be deducted from your rent payment and your rent

will be considered late. Late charges accrue retroactively to the second day of the month.

13. Tenant will be charged the following fees for below mentioned items:

A.	Check returned from bank	\$ 50.00
B.	Lockout after office hours	\$105.00
C.	Lockout during office hours	\$ 75.00
D.	Late Fee	\$ VARIES per day
E.	Tampering with fire alarms	\$500.00 +criminal charges
F.	Pets not permitted by Landlord	\$ 25.00 per pet/per day
G.	Replace Mailbox key	\$ 95.00
H.	Replace New Lock	\$ 105.00
I.	Duplicate lease copy	\$ 10.00
J.	Lost Security Deposit Check – Stop Order	\$ 25.00

14. Charges for any utility bills or tenant maintenance charges paid by Landlord will include an administration fee equal to 15% of the bill and will be assessed to your account. Tenant agrees that landlord will not pay for any unauthorized maintenance bills.

15. You will be charged for the following as Additional Rent. They are:

- A. Repair of garbage disposals jammed due to foreign objects.
- B. Repair/replace broken windows or doors.
- C. Repair of toilet clogged or drain line.
- D. Repair/replacement of anything part of the leased property broken or damaged that did not occur as a result of normal wear and tear.
- E. Cleaning, if tenant fails to clean according to the standards established in this Lease Agreement.

16. At no time are motor vehicles of any kind allowed on the grass, porches or sidewalks at the leased property. All cars in the parking area must be currently licensed and inspected; any cars that are not, will be towed at owner's expense. No repairing or washing of vehicles on the leased property. The number of cars on the leased property must not exceed the number of tenants leasing the leased property.

17. The light bulbs on porches and balconies are there for safety purposes. They are not to be removed or replaced with another color of bulb. Tenant must furnish and replace all light bulbs for the leased property which fail during the lease term. At end of lease term, the Tenant is responsible to have working light bulbs in all fixtures. Tenant shall not remove any light bulb and replace with another color of bulb.

18. Trash and debris (not in trash containers) on the exterior of the leased property is a Borough Code violation. Any trash on the leased property, porches or balconies after 7:00 a.m. will be removed by the landlord and the tenants will be charged at a minimum rate of \$100 per trash bag for cost to gather, remove and dispose.

19. Absolutely no additional locks or hasps of any kind may be used or installed. If

you wish to have a lock installed, arrangements must be made through the office, with a charge to the tenant that includes installation, labor, keys, materials, etc. for approximately \$95 per lock. Hasps are a safety and fire hazard and will be removed immediately and Tenant will be charged for removal.

20. If the leased property is not clean when you take possession, please call the landlord office immediately and the leased property will be cleaned. Do not clean the leased property yourself. You will not be reimbursed for the cleaning and you will still be responsible for cleaning the leased property at the end of the lease term.

21. At the end of the Lease term, Tenant agrees to the following move out procedures:

- A. Tenant will provide a street or postal box forwarding address, in person at 222 W Highland Alley, State College, PA 16801, for one tenant on lease to receive the security deposit statement on behalf of all tenants on the lease.
- B. Tenant will return all keys to landlord by 12 p.m. on the date of lease expiration at 222 W Highland Alley, State College, PA 16801. If all keys are not returned, tenant will be charged \$105 per lock to change the locks for the leased property. DO NOT leave keys in the leased property.
- C. All cleaning must be performed according to the attached cleaning checklist and move out/sec. deposit packet. The move out packet is sent out approximately 2 weeks prior to your lease end date, but can be found at all times by visiting: <http://www.noahsarkinvestments.com>.
- D. Only one check will be sent with all tenants names to the mailing address specified on the forwarding address request form that must be filled out prior to the end of the lease term.
- E. Any damages above normal wear and tear, Rents and Additional Rents remaining due and cleaning costs will be charged to security deposit.
- F. If Tenant does not leave the leased property by the end date, the Tenant is a Holdover tenant. The rent for a holdover tenant is \$75.00 per day, plus two (2) times the per diem lease rent. The overstay rent will be charged for every day that the leased property is occupied after twelve (12) p.m. on the lease ending date.
- G. All utility bills must remain in your name, including electric bills, from the lease start date until your exact lease expiration date. At no time during the leasing term should any utilities be disconnected or placed into another name.
- H. At the end of the Lease term, you must call West Penn Power for a final bill (have service taken out of your name effective the expiration date of your lease). If you do not obtain final readings and pay final bills that are your responsibility as per your lease agreement, you will be charged all utility costs plus an additional \$50.
- I. Also, please notify telephone and cable companies of your departure.
- J. Tenant is responsible and held accountable for the actions of his/her invitees and guests.
- K. Tenant must supply new drip pans on the stovetop prior at the end of the lease term.

22. Move-out procedures packet provides detailed instructions and is available upon request, but can be found at all times by visiting: <http://www.noahsarkinvestments.com>. Tenants may request a move-out packet prior to lease expiration.
23. Commodes/other water apparatus shall be used ONLY for the use intended. Tenant shall only deposit urine and human excrement and toilet paper into a commode; and specifically NOT deposit sanitary napkins, disposable diapers, wipes (even if labeled safe for plumbing or disposable), or any other improper article placed in the toilet or drain. If plumbing clogage occurs, for any reason other than failure of drain or sanitary line not caused by misuse of tenant, tenant will be billed for the repair and/or drain opening.
24. Keys will only be loaned during business hours and must be returned within 24 hours at the landlord's discretion. A \$105 charge will be assessed to a tenant who fails to return borrowed keys within 24 hours.
25. Tenant may only sublet or assign the leased property with landlord's written approval. The sublet applicant must complete the landlord application and if approved, there is sublet fee of \$500. All original lease tenants, as well as the sublet tenant must sign the sublet agreement before occupancy is permitted. Any illegal, unapproved sublets are subject to a \$750 per month rent charge to be levied against all original lease tenants as well as the filing of eviction proceedings against illegal/current tenants.
26. **Pets are not permitted (not even on a temporary basis) without a written pet addendum** to your lease. If pets are kept in a leased property without written permission, it is a violation of the terms and conditions of your lease (item 13F, rules and regulations) and you will be charged \$25 per day pet fee. If a pet addendum is written for your lease, there is a non-refundable fee as well as a monthly pet fee to be determined and disclosed in pet addendum.
27. No aquarium larger than 25 gallons is allowed on the leased property.
28. Tenant agrees not to use privately owned washers, dryers, dishwashers, and freezers without the written consent of the landlord.
29. Occupancy is limited to the persons named on the lease agreement (Lease: section 11). Only those named on the lease may appear on the mailbox on leased property, in addition, only those named on the lease may park cars on the leased property as well. Local ordinances prohibit over occupancy, which constitutes a zoning violation. Generally, occupancy in excess of three non-related persons per dwelling leased property, unless the leased property is zoned for more persons, constitutes a zoning violation, which may be subject tenant to municipal fines. Tenants are specifically advised of the existence of this Ordinance and should any violation occur or be alleged to have occurred. Tenants agree to pay all municipal fines, court costs, and attorney's fees associated with such violation or alleged violations whether a conviction results or not. If

you are found in violation of occupancy as stated in your lease, you will be assessed a fee for additional rent of \$850 per person, per month or portion of the month as Additional Rent. In addition, legal action may be taken against all tenants and occupants involved, which result in the tenant being responsible for court costs and attorneys fees.

30. Tenants shall review the State College Ordinance manual. We have enclosed a copy of the ordinances with your move-in packet to better inform you of the ordinances and laws that you are required to abide by or fines may be imposed by the borough.. Continuous failure to comply with borough ordinances will result in property management fulfilling the function and you being responsible for any bills/legal fees that you incur.

In addition, if you receive notification from property management or the State College Borough notifying you of a possible violation of a State College Borough Ordinance, and you do not correct the violation within 24 hours of notification, landlord has the right to complete the work required to abate the violation and you will be billed, as Additional Rent, for services provided.

31. Tenant agrees to give right of entry to landlord vendors, such as pest control and other necessary vendors when extermination or such as scheduled.

32. All parties must be registered with the leasing office. A party is defined as a gathering consisting of more than 5 people, besides tenants. All parties must end by 1:30 AM. We reserve the right to terminate any unregistered party as well as prohibit parties at the leased property. Any unregistered parties may result in a fee of \$500 per occurrence. This rule does not restrict tenant from hosting social guests and invitees.

33. Tenant is financially responsible for any fires and damages caused by negligence of the tenant or his guests, invites or trespassers.

34. Landlord shall not be liable for loss of or damage to property of tenant caused by moths, termites, or other vermin, or by rain, snow or water, or steam of water, that may leak into or flow from any part of said leased property through any defects in the roof, plumbing or from other sources, including dampness including mold and mildew. Tenant shall maintain insurance covering the loss or damage to tenant's personal property.

35. No kegs are allowed to be present on or consumed at the leased property. If kegs are present, a \$250 Additional Rent charge will be assessed and also a \$50 Additional Rent fee for each day that keg(s) are on the leased property.

36. Carpets and area rugs must be professionally cleaned by a contractor of tenant's choice (tenant may NOT use a rental carpet machine, such as "Rug Doctor") at the end of lease term. This condition also applies if tenant renews lease for another lease term. A carpet cleaning receipt must be submitted to the office with keys, or if renewing, within 7 days of the renewal date of the lease. Please contact the landlord office for contact information of professional carpet cleaning companies, if needed. Tenant acknowledges and confirms that the lease rent would be higher if the Tenant did not perform the carpet cleaning function.

37. If provided, Shared/Common Laundry rooms are provided for our tenant's convenience and tenants are responsible for respect, care and maintaining a clean environment. Any tenant that causes damage and/or vandalism to the laundry room, contents therein or to any part of the building or structure will be prosecuted by the maximum penalty allowed by law.

A). If tenant's have non-coin operated washers/dryers in their individual leased property, Tenant's are responsible for all maintenance and repairs on washers & dryers that are provided in leased property.

B). If your leased property is provided with coin-operated washers & dryers, they are under contract and must not be removed from the leased property. If the coin-operated washer & dryers are disconnected without landlord's written permission a fee will be assessed to properly put coin-operated washer & dryers back in working order. Tenants should contact the office for maintenance and repairs on coin-operated laundry machines.

38. Indoor furniture (i.e.: upholstered/stuffed furniture etc.) is not permitted on porches, balconies or any portion of the exterior of the leased property. Tenants found in violation, will be charged an Additional Rent charge of \$100 per day, until the indoor furniture items are removed.

39. If the leased property contains hardwood flooring, you are required to use area rugs to protect the center and the majority of the floor.

40. Telephone and/or telephone wiring repairs are the tenant's responsibility. The telephone company provides a wire maintenance agreement that you can purchase for a small monthly fee. Although tenant is not required to purchase this agreement, we strongly suggest that you consider it, as management/owner is not responsible for any telephone or telephone wiring repairs.

41. Tenants will be assessed an Additional Rent charge of \$250 and/or prosecuted for vandalism for removing or tampering with owner installed lock boxes over thermostats in the leased property.

42. Tenants are required to have leased property sidewalks cleared of snow and ice within 12 hours of the snow or ice storm ending. Tenants understand that failure to comply with the State College Borough ordinances for snow and ice removal will result in either fines and/ or citations issued from the State College Borough. Tenant is responsible for any fine and/or citation issued from the State College Borough. At the landlord's discretion, upon failure of tenant to timely clear sidewalks, landlord may without notice, have maintenance staff clear the sidewalks and bill tenant for the service.

43. Tenants are required to have their lawn mowed before lawn exceeds six (6") inches in height. Tenants understand that failure to comply with the State College Borough ordinances related to lawn height will result in either fines and/ or citations issued from the State College Borough. Tenant is responsible for any fine and/or citation

issued from the State College Borough. At the landlord's discretion, upon failure of tenant to cause the lawn to be cut, landlord may without notice, have maintenance staff mow the yard and bill tenant for the service.

44. This leased premises is a smoke-free environment. No smoking is allowed in the leased premises.

Sign Date

Social Security Number

Sign Date

Social Security Number

Sign Date

Social Security Number