

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



1. Residency and Financials

1.1 PARTIES

TENANT(S): Bianca M. Rivera

TENANTS MAILING ADDRESS:

73 S Welles St Unit 6
Wilkes-Barre, PA 18702

LANDLORD(S): 73 Sth Welles St LLC

LANDLORDS MAILING ADDRESS : 456 Union Blvd Allentown PA, 18109

1.2 TENANTS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Tenant is not represented by a broker.

Licensee(s) is: N/A

1.3 LANDLORDS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Empire Property Management Group LLC

456 Union Blvd Allentown PA, 18109

Seller/Landlord Agent

Licensee(s) (Name): Jennifer de Jesus

Licensee is: Landlord Agent -represents Landlord only

1.4 DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents a Tenant and a Landlord in the same transaction. All of the Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for the Tenant and the Landlord. If the same Licensee is designated for a Tenant and a Landlord, the Licensee is a Dual Agent.

By signing this Agreement, the Tenant and the Landlord each acknowledge having been previously informed of and consented to, dual agency, if applicable.

1.5 EMPIRE PROPERTY MANAGEMENT

This Lease Contract is between you, the undersigned Tenant(s):

Bianca M. Rivera

and us, the owner/agent:

73 Sth Welles St LLC

You've agreed to rent the property located at

73 S Welles St Unit 6
Wilkes-Barre, PA 18702

for use as a private residence only. The terms "you" and "your" refer to all tenants listed above. The terms "we," "us" and "our" refer to the owner/agent listed.

1.6 LEASE DATE AND RESPONSIBILITIES

This Lease for the property, dated 06/03/2025 is between the Landlord and the Tenant. Each Tenant is jointly and severally responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

1.7 CO-SIGNERS

Co-signers:

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 Landlords prior written permission.

Jointly & Severally: The undersigned TENANTS are jointly and severally responsible and liable for all obligations under this agreement.

1.8 PROPERTY CONTACT INFORMATION

Rental Payments

Payable to: Empire Property Management Group LLC. Phone: 610-333-4250

Address: 456 Union Blvd Allentown PA, 18109

Maintenance Requests

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

Emergency Maintenance Contact

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

1.9 STARTING AND ENDING DATES OF LEASE

A) Starting date: 07/03/2025 , at 9 a.m.

B) Ending date: 07/31/2026 , at 12 p.m.

Possession:

A) Tenant may move in (take possession of the property) on the starting date of this lease

B) if the tenant cannot move in within 0 days after starting date because the previous tenant is still there or because of property damages which makes the Property unsafe, unsanitary, or unfit, for human habitation, Tenant's exclusive rights are to:

1) Change the starting date of the Lease to the day when the Property is available. Tenant will not owe or be charged Rent until the property is available; **OR**

2) End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of the Landlord or Tenant.

1.10 RENEWAL TERM

(A) This Lease will **AUTOMATICALLY RENEW** for a renewal term of **1 year (12-months) with a minimum increase of 5%** at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires the Tenant or the Landlord to give at least (60) days written notice before Ending Date or before the end of any renewal term.

(B) If notice is given later than required, rent is due for the entirety of the Renewal Term.

(C) Any renewal will be according to the terms of this Lease or any written changes to it.

1.11 RENT

(A) Rent is due in advance, without demand, on or before the (1st day) of each month (due date).

(B) The Rent due each month is \$

Rent Income	\$995.00
Utilities - Bianca	\$85.00
Total:	\$1,080.00

(C) If Rent is more than (3) days late, the Tenant pays a Late Charge of the following : 5% on day 4 and \$5 each additional day.

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

(E) The Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before it will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayments will be applied to the month's Rent that would be due next.

(F) The Tenant will pay a fee of (\$50) for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

(G) The Landlord will accept the following methods of payment: (x) Money Order (x) Personal Check (x) Credit Card (x) Cashier's Check (x) Online Payments. Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

(H) The first \$

Rent Income	\$995.00
Utilities - Bianca	\$85.00
Total:	\$1,080.00

of Rent due will be made payable to Empire Property Management Group. First Month's rent must be paid with a money order or cashier's check (unless paying at least 7 days before move in).

Security deposit is due within 48 hours of the lease being signed, this must be paid online. If move in is less than 7 days away security must be paid with a money order or certified check.

(I) The Security Deposit may not be used to pay Rent during the Term of Renewal of this Lease.

(J) You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/ reported to a credit and/or tenant reporting agency and may create a negative credit record on your report.

1.12 SECURITY

(A) Security Deposit will be held in escrow by Empire Property Management Group LLC

Financial institution address: Wells Fargo, 1300 Uhler Road, Easton, PA 18040

(B) Security Deposit: The total security deposit at the time of execution of this Lease Contract for \$995.00 , is due within 48 hours after the Lease Contract is counter signed to secure and hold the property for you.

(C) First months rent:

Rent Income	\$995.00
Utilities - Bianca	\$85.00
Total:	\$1,080.00

(D) If the lease is fully executed and the tenant(s) do not move into the property for any reason, the security deposit will remain with the owner.

1.13 APPLIANCES INCLUDED

Appliances Included: Refrigerator and Gas Oven/Range

The Landlord is responsible for repairs on all appliances listed above except for washer/dryers. If there is a washer or dryer on the premise, the landlord is not responsible for any repairs. The landlord is not required to replace the washer/dryer if they stop functioning.

1.14 UTILITIES

The Landlord and the Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is not marked as being paid for by the Landlord, it is the responsibility of the Tenant to pay for that service. The Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlords control. Utility accounts paid by the Tenant must remain active in the Tenants name until the end of the lease term. The Tenant will notify the Landlord if the Tenant receives any notices from the utility companies of a pending termination of service(s). The Tenant will be in default of this Lease if all utilities and services for which the Tenant is responsible do not remain active.

If the tenant is required to pay for water/sewer, the tenant will be billed separately for this bill and it becomes a part of the rent due on the next rent payment due date. Water usage may be verified in different ways including, an individual bill directly from the water/sewer authority or by other means such as RUBS (ratio utility Billing). If there is no method to determine usage a flat rate may be assessed for the utility charge. Please see the list of utilities under tenant paid utilities to see if this applies.

Landlord pays: Water/Sewer

THE TENANT is expected to pay for Utilities as specified in the lease as well as phone, cable, internet (if applicable). THE TENANT must call utility companies to handle billing **PRIOR** to lease term beginning. THE TENANTS FAILURE to switch utilities into the Tenants name, will result in a fee of \$100 plus pro-rated cost of utility bill. The payment will be due within 3 days of the Tenants receipt of the bill. Said failure to switch utilities into the Tenants name may constitute a breach of the lease agreement at which point the Tenant waives his/her right to a notice to evict should the Tenant not switch utility/utilities into the Tenants name. If the owner is not indicated as being responsible for grass/shrubbery care & snow/ice removal, it is the tenants responsibility to do it. If the tenant fails to do so and we are required to send an outside vendor to prevent citations from the city, town, township, borough or municipality, **the tenant will be charged back for this service.**

Tenant pays all other utilities, bills or annual dues associated with the property.

If in the case that a common utility becomes segregated and specific to each unit, the utility will then become the responsibility of the tenant.

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

X BR
Bianca M. Rivera

2. Policies and Procedures

2.1 USE OF PROPERTY AND AUTHORIZED OCCUPANTS

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

(B) Only the occupants listed here are permitted as additional occupants. List all other occupants who are not listed as Tenants in this Lease.
Izrelle Patterson

(C) Guest(s) staying over 7 days without written consent of OWNER shall be considered a breach of this agreement. **ONLY** the individuals listed on this lease agreement, **AND NO OTHERS**, shall occupy the subject residence for more than 3 days unless the expressed written consent of the PROPERTY MGR is obtained in advance. **If during the term of the lease the Property Manger approves in writing additional occupants, an additional rental fee will apply.**

(D) The Tenant is responsible for the Tenants family and guests obeying the Rules and Regulations and all laws.

(E) If any fine is imposed on the Landlord because of the actions of the Tenant, or the Tenant's family or guests, the Tenant will reimburse the Landlord or pay the fine(s). Any unpaid fines will be considered Additional Rent.

(F) Tenant may not sublease without Landlord's written consent.

2.2 LANDLORDS RIGHT TO ENTER

(A) The Tenant agrees that the Landlord or the Landlords Representatives may enter the Property Monday through Sunday 9:00 a.m. to 9:00 p.m. to inspect, repair, or show the Property. The Tenant does not have to allow possible tenants or other licensees to enter unless they are with the Landlord or the Landlords Representative, or they have written permission from the Landlord.

(B) When possible, the Landlord will give the Tenant 24 hours notice of the date, time and reason for the visit.

(C) In emergencies, the Landlord may enter Property without notice. If the Tenant is not present, the Landlord will notify the Tenant who was there and why within 24 hours of the visit.

(D) The Landlord may put up For Sale, or For Rent signs, use lock boxes and take pictures and video(s) on or near Property.

(E) The Landlord or Landlords Representative may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. Per The Doctrine of Waste, the landlord/landlords representative has the right to conduct quarterly inspections on the property and unit to inspect over all building health, potential maintenance and compliance issues. It is the responsibility of the tenant to secure any pets at the time of the inspection. The Landlord or Landlords Representative shall give 24 hours advance notice and may enter for the purpose of showing the premises to prospective renters, buyers, lenders, for smoke alarm inspections and/or for normal inspections and repairs. The Landlord or the Landlords Representative is permitted to make all alterations, repairs and maintenance that in the Landlord or the Landlords Representative judgment is necessary to perform.

(F) Immediately upon notice of intent to move, abandonment, termination date of lease, etc. The Landlord or the Landlords Representative will begin showing the property for rent to prospective tenants. The tenant will always be provided 24 hours notice but may not in any way prevent or deny showings. Failure to comply will immediately forfeit your entire security deposit.

2.3 PETS

The Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum (if applicable). The addendum must be in writing and signed by both the landlord and the tenant to be valid.

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have authorized it in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we will charge you for defleaing, deodorizing, and shampooing.

2.4 CONDITION OF PROPERTY AT MOVE IN

WITHIN 5 DAYS OF MOVE IN DATE: THE TENANT must provide PROPERTY MGR written confirmation (move in check list) that everything is acceptable. THE TENANT has 5 days after start date of lease to let PROPERTY MGR know of any repairs or issues with the home. After 5 days and for duration of lease THE TENANT is expected to notify PROPERTY MGR, in writing, of any issues regarding the property and repairs needed. If THE TENANT fails to notify PROPERTY MANAGER in a timely manner and it causes further damage to the property, THE TENANT will be responsible for the damage due to neglect.

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

2.5 RETURN OF SECURITY DEPOSITS

(A) You, the tenant will give us a written notice with your intent to vacate 60 (sixty) days prior to the date of expiration of the Lease Contract. You, the tenant must also surrender keys AND provide a forwarding address to be eligible for a security deposit refund. You agree by signing this lease that if you do not provide a forwarding address AND surrender keys, you are forfeiting your deposit.

(B) When the tenant moves from the property, the tenant will return all keys and give the landlord written notice of the tenants new mailing address where the Landlord can return the Security Deposit.

(C) Within 30 days after the tenant moves from the property, the Landlord will give the tenant a written list of any damage to the Property for which the Landlord claims the tenant is responsible.

(D) Surrender, abandonment and eviction ends your right of possession for all purposes and gives us the immediate right to: Clean up, make repairs in and re let the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment and eviction affect your rights to property left in the apartment. Surrender, abandonment and eviction do not affect our mitigation obligations.

CHARGES WILL BE APPLIED TO THE TENANT FOR: a) any unpaid rent, b) additional rent, c) cleaning costs, d) key replacement cost, e) cost for repair of damages to the premises above normal wear and tear, (above normal wear and tear is anything that would cost the owner money prior to re-renting the unit) f) loss due to early termination of lease, g) unpaid utilities, h) service charges not reimbursed i)

replacement cost of our property that was in or attached to the apartment/housing and is missing or damaged (ex. furniture) j) missing or burned out light bulbs, k) removing or re-keying unauthorized security devices or alarm systems. l) packing, removing or storing tenants property, m) removing illegally parked vehicles, n) animal related charges, o) government fees or fines against us for violation by (you, your occupant, or your guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; bed bugs, fleas or any other pest control; late-payment and returned-check charges, plus attorney's fees, court costs and filing fees actually paid; and other sums due under this lease contract.

2.6 NO SMOKING

There will be no smoking or vaping inside of the rental unit. Smoking is outside only. Any damage done by smoking inside the unit will be charged to the tenant.

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

X BR
Bianca M. Rivera

3. Responsibilities

3.1 TENANTS CARE OF PROPERTY

(A) The Tenant will: The TENANT shall comply with all house rules stated here and in the lease which are deemed part of this rental agreement. A violation of any of the house rules is considered a breach of this agreement.

1. Keep the Property clean and safe. Common areas (if applicable) are for use by all tenants and include front porch, basement, rear yard and side yard. TENANTS are expected to care for grounds and maintain them during use. Any damage will be the responsibility of TENANT(S).
2. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
3. Notify the Landlord **immediately** of any repairs needed and of any potentially harmful or environmental conditions. Failure of the tenant to report any repairs needed that cause additional damage to the property **will be charged back to the tenant due to said failure.**
4. Obey all federal, state and local laws that relate to the Property.
5. Clean up after service animals on the Property, including common areas.
6. **PARKING:** (If applicable, where there is not off-street parking) Parking is on-street. The tenant is required to obey all city regulations regarding parking (i.e. street cleaning, no parking zones, etc.) No fees/fines/towing expenses will be paid for by the landlord. **You will park on the property at your own risk.** We may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio and fire lanes.
7. THE TENANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another TENANT and/or neighbor. Said noise and activity shall be a breach of this agreement.
8. THE TENANT shall deposit garbage and waste in a clean and sanitary manner into the proper receptacles and shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. Refuse may only be placed at the curb on the appropriate pick-up dates and may only be placed between the hours of 6 p.m. to 10 p.m. THE TENANT is requested to help police with the placing of refuse outside of the 6 p.m. to 10 p.m. hours and to alert other TENANT(S) if it is observed that the TENANT(S) is violating the rule. Any fines for refuse violations will be divided equally among all occupied tenants. Tenants are expected to obey city/township requirements for recycling which include any fees associated with obtaining the proper recycling bins required by the municipality. Tenants will not be reimbursed for the recycling containers. Refusal to obey the local municipality requirements for recycling is considered a breach of this lease.
9. THE TENANT shall be responsible for keeping the kitchen and bathroom drains free of anything other than toilet paper. (NO WIPES - flush-able or not, NO GREASE, NO SANITARY products). THE TENANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. In addition, THE TENANT shall pay for any item or cause due to THE TENANTS negligence to property. THE TENANT stipulates that he or she has examined the demised premises, including grounds, buildings and improvements and that they are, at the time of this lease, in good order, repair, and in a safe, clean and tenant able condition. THE TENANT is responsible for helping to keep the common areas of sidewalks, stairwells, and common area on the floor of said unit clean, free of debris, and in a broom-swept condition.

(B) The Tenant will not:

Keep flammable, hazardous or explosive materials on the Property.

1. Destroy, damage or deface any part of the Property or common area.
2. Disturb the peace and quiet of other tenants or neighbors.
3. Make changes to the property, such as painting or remodeling, without the written permission of the Landlord. Tenant agrees that any changes or improvements will belong to the Landlord.
4. Perform any maintenance or repairs on the Property.
5. **No smoking anywhere indoors.** If the TENANT or guests of resident smoke outdoors, they are expected to dispose of items properly. ANY litter on the property will be considered a breach of this lease AND clean up costs will be the responsibility of the TENANT.
6. **THE TENANT MAY NOT** paint, wallpaper, alter, redecorate, change or install locks, install antenna/satellite dish or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD or the Landlords Representative. No liquid filled furniture, receptacle containing more than 10 gallons of liquid is permitted without prior written consent and meeting the requirements of the LANDLORD or the Landlords Representative. The TENANT also agrees to carry insurance deemed appropriate by the LANDLORD or the Landlords Representative to cover possible losses that may be caused by such items. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Lessee will not have any items of illegal nature on said premises prohibited by law.

(C) The Tenant will have breached this Lease and will be responsible for damages if the Tenant does not comply with (A) and (B).

(D) The Tenant is responsible to pay the costs for repairing any damage that is the fault of the Tenant, the Tenant's family, guests and /or service animals.

(E) The TENANT will be responsible for pest control, if the cause is due to the TENANTS **uncleanliness**.

(F) The **Tenant is responsible** to have carpets (if applicable) professionally cleaned upon move out. The Tenant will have the cost of professionally cleaning deducted from the security deposit should it not be done. A receipt must be turned into property manager.

(G) The Tenant must thoroughly clean the unit upon move out, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you **DO NOT** clean adequately, you will be liable for reasonable cleaning charges.

(H) The Tenant will pay for bed bug treatment should their unit have bed bugs. The tenant will also pay for any other units or treatment to the property necessary to keep the problem from spreading. Tenants may not treat bed bugs on their own. Tenants must notify the property manager immediately if they suspect bed bugs. The landlord suggests that each bed is covered with a bed bug preventative cover

3.2 DETECTORS AND FIRE PROTECTION SYSTEMS

(A) The Landlord has installed smoke detectors, carbon monoxide detectors and/or fire extinguishers in the property where required by the local municipality. The tenant will maintain and regularly test detectors to be sure they are in working order and will replace detector batteries as needed. If you install a new battery and you continue to hear a chirping noise, try installing another battery. If you continue to hear the chirping noise after you have tried a second battery, it is likely the detector may need to be replaced. If this is the case, **place a maintenance request immediately by calling 1-800-452-7763 or via your tenant portal**. Upon our Field Technicians quarterly inspection, if he has noticed that you are either in need of changing a battery yourself or you have removed the smoke detector completely, he will install a new battery at the charge to you of **\$10 per battery**. If it is a smoke detector missing, you will be charged **\$50 for each detector** that is missing and installed for you.

(B) The Tenant will immediately notify the Landlord or the Landlords agent of any broken or malfunctioning detectors.

(C) Failure to properly maintain detectors, replace detector batteries or notify the the Landlord or the Landlord's representative of any broken or malfunctioning detectors is a breach of this Lease.

(D) The Landlord may provide additional fire protection systems for the benefit of the Tenant.

(E) The Tenant will pay for damage to the Property if the Tenant fails to maintain or properly uses detectors or other fire protection systems. Removing smoke detectors for any reason is not permitted.

3.3 DESTRUCTION OF PROPERTY

(A) The Tenant will notify the Landlord or the Landlords agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. The Tenant will immediately notify the Landlord or the Landlords agent of any conditions in the Property that could severely damage or destroy the Property.

(B) If the Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and the Tenant will continue to pay rent, even if the Tenant cannot occupy the Property.

(C) If the Property is severely damaged or destroyed for any reason that is not the fault of the Tenant:

1. The Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by the Tenant and the Landlord

- until the damage is repaired, OR
2. If the law does not allow the Tenant to live on the Property, this Lease is ended.

(D) If the Lease is ended, the Landlord will return any unused security deposit to the Tenant.

3.4 KEYS AND LOCKS

All deadbolt locks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost of all key and lock replacements. **You shall not change the locks or add a deadbolt lock without our written consent.**

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

The TENANT will be given key(s) to the premises and **mailbox key(s)** (if applicable). If all keys are not returned to the OWNER following termination of lease, the TENANT shall be charged **\$35.00 for each key not returned**. The TENANT agrees not to change any locks on doors or mailboxes *without* first obtaining the LANDLORDS written permission. Having obtained written permission, the TENANT agrees to pay for changing the locks and to provide the LANDLORD with one duplicate key per lock.

3.5 WASHERS AND/OR DRYERS

(if applicable) Usage of washers and/or dryers on premises are approved for use by the tenants. The Owner has discretion and may change laundry units to coin operable during the term of the lease. Washer/Dryers are considered a luxury. Should either of the units become inoperable during the term of the lease, the LANDLORD may decide not to repair or replace. Tenants using laundry areas are expected to clean and maintain laundry areas. If the laundry area must be cleaned by an outsider service the charge will be passed on to all tenants.

3.6 EXTREME WEATHER

In the event of extreme weather the tenant may be expected to do any or all of the following with or without a reminder from the management company. Heat must be maintained in unit from October 15- April 15 each year. If temperatures reach below freezing it is expected that each tenant keeps the heat at a minimum of 60 degrees in every room. When the temperature reaches or is expected to reach below 15 degrees you must leave your water on a small drip in the kitchen each night during the extreme cold to prevent pipes from freezing. Failure to maintain heat or follow these precautions will result in tenant being charged the repair costs for the damage to the property.

By initialing below, you acknowledge and agree to the terms in Section 3.

X BR
Bianca M. Rivera

4. General Clauses

4.1 HEATING

THE USE OF SPACE HEATERS IS PROHIBITED! All units have heat available and that source of heat is what must be utilized.

(where applicable) Oil Heat. You must get your oil delivery company approved in writing prior to your first oil delivery. This is due to service contracts on our heating systems. If you fail to get your oil delivery service approved and it voids our service contract, you will be responsible to reimburse the owner for the cost of one year of the service contract. **Never let the tank run dry. This could severely damage the boiler and the repair or replacement will be at the tenants expense. Never use kerosene or any other liquid other than oil in the tank. Tank must never be below 1/4 tank.** Tenant is responsible to fill the tank upon lease end. Any cost to fill tank will be the responsibility of the tenant and will be deducted from the security deposit. The tenant is responsible for service calls to restart unit and cleaning unit if it is a result of tenant letting the tank run dry or other misuse.

4.2 LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

If Property was built before 1978 the following applies.

Lead Hazards disclosure Requirements

The Residential Lead -Based Paint Hazard Reduction Act says that any Landlord of a property built before 1978 must give the Tenant an

EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The landlord also must tell the Tenant and the Broker for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. The Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a Pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to the tenants before the Landlord starts any major renovations on a Pre-1978 structure. The Act does not apply to housing built in 1978 or later:

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting Pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. The Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

(A) **The Landlord does not know of any lead-based paint or lead-based paint hazards on the Property.**

(B) **The Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property.**

(C) The Tenant agrees with the following statements:

I/Tenant have received the pamphlet *Protect Your Family From Lead In Your Home*.

I/Tenant have read the information given to me by my Landlord in paragraph 1.24 (A) and (B) above, if any.

I/Tenant have received all records and reports that the Landlord in paragraph 1.24 (A) and (B) above, if any.

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

4.3 INSURANCE AND RELEASE

(A) The Tenant understands that the Landlords insurance does not cover the Tenant, the Tenant's property, or the Tenants guests. The Tenant is advised to obtain property and liability insurance to protect the Tenant, the Tenant's property and the Tenants guests who may be injured while on the Property. THE TENANT acknowledges that the OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of GOD, acts of others and/or other causes, the OWNER should not be held liable for such losses. THE TENANT is hereby advised to obtain their own insurance policy to cover any personal losses.

(x) **IF CHECKED**, the Tenant must have insurance policies providing at least \$10,000 property insurance and \$100,000 liability insurance to protect the Tenant, the Tenants property and the Tenants guests who may be injured on the Property. The Tenant must maintain this insurance through the entire Term and any Renewal Term. The Tenant will provide proof of insurance upon request. The Tenant will notify the Landlord within 10 days of changes to or cancellation of these policies.

(B) The Landlord is not legally responsible for any injury or damage to the Tenant or the Tenant's guests that occurs on the Property.

(C) The Tenant is responsible for any loss to the Landlord caused by the Tenant, the Tenant's family or the Tenant's guests, including attorney's fees associated with that loss.

(D) **SAFETY:** You or any guest or tenant under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact your representative. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

4.4 HOLDOVER TENANTS

If the Tenant occupies the Property after the Ending Date or end of any Renewal Term, the Tenant will be considered a holdover tenant and will be causing the Landlord damages. These damages will be equal to (3) times the monthly Rent plus any lodging expenses of the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

4.5 TENANT ENDING LEASE EARLY

The Tenant may **NOT** end this Lease and move out of the Property before the Ending Date of the Lease or any Renewal Term **UNLESS the Tenant does all of the following:**

(A) The Tenant continues to pay all Rent until the Ending Date of the Lease, or any Renewal Term, or until a new Tenant is approved by Landlord and a new lease takes effect, whichever happens first, **AND**

(B) The Tenant gives the Landlord at least 60 days written notice **AND**

(C) The Tenant pays the Landlord a Termination Fee of (2 Months Rent) above and beyond the monthly rental amount to pay for fees associated with marketing and releasing the unit. The 2 months fee must be received before written consent of the Landlord will be given.

4.6 ABANDONMENT

If any legal action or proceedings are brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

(A) The Tenant has abandoned the Property if:

1. The Tenant has physically vacated the premises, removed substantially all personal property, OR
2. A court grants the Landlord possession of the Property.

(B) If the Tenant abandons Property while Rent is due and unpaid, the Landlord may take possession of the Property and immediately rent the Property to another Tenant.

(C) If the Tenant abandons OR moves out of the Property, the Tenant will:

1. Remove all of the Tenants personal property, AND
2. Provide a forwarding address or written notice stating that the Tenant has vacated the premises, AND
3. Contact the landlord within (10) days regarding the Tenant's intent to remove any remaining personal property.

(a.) If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the landlord's choosing for thirty (30) days.

(b.) If no communication is made to the landlord within ten (10) days, the property may be disposed of at the end of the ten days at the discretion of the Landlord and the tenant will pay all costs related to the removal and/or storage. Communication must be in written form.

THE TENANT CONSENTS TO REMOVAL OF ALL BELONGINGS WITHIN TEN DAYS WITHOUT FURTHER COMMUNICATION FROM THE LANDLORD OF LANDLORDS INTENT TO DISPOSE.

4.7 LANDLORD REMEDIES IF TENANT BREACHES LEASE

(A) If Tenant breaches Lease for any reason, the Landlords remedies may include any or all of the following:

1. Taking possession of the Property by going to court to evict the Tenant. The Tenant agrees to pay the Landlords legal fees and reasonable costs, including the cost for the Landlord and the Landlords agent to attend court hearings.
2. Filing a lawsuit against a Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If the Landlord wins (gets a money judgement against a Tenant), the Landlord may use the court process to garnish the Tenant's wages and take the Tenant's personal goods, furniture, motor vehicles and money in banks.
3. Keeping the Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.

(B) If a Tenant breaches the Lease for any reason, the Landlord can begin eviction proceedings without written notice, unless otherwise required by local ordinances.

(C) We begin evictions on DAY 4 for non- payment of rent.

THE TENANT WILL BE CHARGED THE COST OF EACH COURT FILING AND \$150.00 ADMINISTRATIVE FEE FOR COURT APPEARANCE.

THE TENANT WAIVES OR GIVES UP THE TENANT'S RIGHT TO A NOTICE TO QUIT WHEN SIGNING THIS LEASE

4.8 SALE OF PROPERTY

(A) If Property is sold, the Landlord will give the Tenant in writing:

1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new Landlord.
2. The name, address, and phone number of the new landlord and where Rent is to be paid, if known.

(B) The Tenant agrees that the Landlord may transfer the Tenants Security Deposit and advance Rent to the new landlord.

(C) The Landlords responsibilities to the Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

(D) If the Landlord sells the Property during the Lease or any Renewal Term, the Landlord has the right to terminate this Lease if the

Landlord gives written notice to a Tenant at least (30) days prior to the Settlement Date of the Property as defined in the agreement of sale. The Tenant is not entitled to any payment of damages.

4.9 TENANTS RIGHTS

(A) The Landlord cannot increase rents, decrease services, or threaten to go to court to evict the Tenant because the Tenant: (1) complains to a government agency or to the Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses a Tenant's legal rights in a lawful manner.

(B) The Landlord or property owner may have a mortgage on the Property. The right of the mortgage lender comes before the rights of the Tenant. For example, if the Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. The Landlord will notify the Tenant immediately if the Owner or the Landlord receive a notice of foreclosure.

(C) The government or other public authority may take private property. This is called condemnation. If any part of the property is taken, the landlord will reduce the Tenant's rent proportionally. If all the property is taken, the lease will end, the tenant will move out and the remaining security will be released to the tenant.

4.10 PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

4.11 ENTIRE AGREEMENT

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

4.12 PARTIAL INVALIDITY

Nothing contained in this agreement shall be constructed as waiving any of the landlords or tenants rights under the law. If any part of this agreement shall be in conflict with the law, that part shall not invalidate this agreement nor shall it affect the validity or enforceability of any other provision of this agreement.

4.13 NO WAIVER

The landlords acceptance of rent with the knowledge of any default by the tenant or waiver by the landlord of any breach of any term of this agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or exercise any right shall not be constituted as a waiver by the landlord of said term, condition and or right and shall not affect the validity or enforceability of any provision of this agreement.

4.14 LANDLORD AND TENANT ACT - DEATH OF TENANT ACT P.L. 968, NO. 116

Section 514. Death of tenant.--(a) Notwithstanding any other provision of this act or law, and if the deceased tenant is the sole tenant of the residential unit, the executor or administrator of the estate of the tenant who dies during the term of a residential lease shall have the option to terminate the lease upon fourteen days written notice to the landlord on the latter of:

- (1) The last day of the second calendar month that follows the calendar month in which the tenant dies; or
- (2) Upon surrender of the rental unit and removal of all of the tenant's personal property.

(b) Nothing under this section shall be construed to relieve the tenant's estate of liability from rent money or any other debt incurred prior to the date of termination of the lease, including damages to the premises and any expenses the landlord may incur as a direct result of the tenant's death, except that the tenant's estate shall not be liable for damages or any other penalty for breach or inadequate notice as a result of terminating a lease under subsection (a).

4.15 EXPEDITED EVICTION OF DRUG TRAFFICKERS

Persons who commit drug distribution offenses or drug use on or in the immediate vicinity of the lease residential premises or who permit or tolerate such offenses to be committed violate the rights and jeopardize the health and safety of other tenants, residents and onsite employees of the premises.

It is the policy of the Commonwealth to ensure the **swift eviction and removal of persons** who engage in certain drug-related criminal activity on or in the immediate vicinity of leased residential premises or who permit members of their households or guests to engage in this criminal activity on or in the immediate vicinity of the premises.

Tenants have an obligation to take actions reasonable and necessary under the circumstances to prevent the commission of drug related criminal activity within their individual rental units and to prevent members of their households and guests from committing such criminal activity on or in the immediate vicinity of any portion of the leased residential premises.

It is the policy of the Commonwealth to ensure that the causes of action and remedies authorized by this act are heard by the courts on an **expedited and priority basis so as to evict and remove** as soon as practical **all persons** who engage in drug-related criminal activity on or in the immediate vicinity of leased residential premises or **who allow** such criminal activity to occur.

The landlord shall be entitled to collect due rent and owing from the tenant during the pendency of a civil action brought under this act.

By initialing below, you acknowledge and agree to the terms in Section 4.

X BR
Bianca M. Rivera

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



5. Current Condition Addendum

5.1 PARTIES TO THE CONTRACT

This Addendum (hereinafter the "Addendum") is hereby a part for all purposes of the Lease Agreement between: Jennifer DeJesus as LANDLORD AGENT - represents Landlord ONLY and Bianca M. Rivera as TENANT(s) for the property known as:

73 S Welles St Unit 6
Wilkes-Barre, PA 18702

Except as expressly modified herein, all terms of the Residential Lease Agreement entered into between the parties' control. The LANDLORD AGENT and the TENANT(s) hereby agree to modify the existing Residential Lease Agreement as follows:

5.2 THE FOLLOWING TERMS OF THE RESIDENTIAL LEASE ARE CHANGED AS STATED BELOW:

Tenant has inspected the unit referenced above prior to signing a lease. By signing this addendum, tenant acknowledges their intent to accept the property in the current condition. No other agreements verbal or written have been entered into other than the lease and the tenant is not requesting any work to the unit prior to occupancy.

Tenant is required by lease to submit a formal written move in- inspection form to note things that otherwise were not able to be seen at time of lease signing.

Tenant also understands that accepting the unit in current condition does not negate their responsibility under the lease agreement to notify the management company of any future repairs required

5.3 OTHER

ALL OTHER TERMS AND CONDITIONS OF THE LEASE, INCLUDING ALL OTHER TIME PERIODS, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Other if Applicable:

By signing below, you acknowledge and agree to the terms in Section 5.

X Bianca Rivera

Lessee

IP Address: 47.230.174.144
06/03/2025 06:24pm EDT



Protect Your Family From Lead in Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

January 2020

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

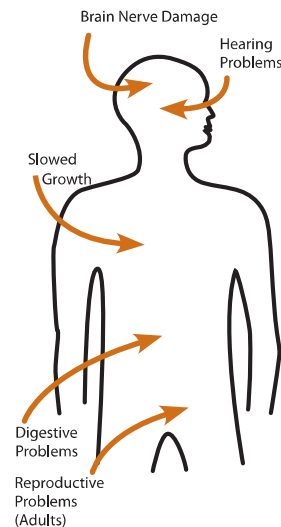
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
January 2020

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



6

Lead_Based_Pamphlet.pdf

X *Bianca Rivera*

Lessee

IP Address: 47.230.174.144
06/03/2025 06:26pm EDT

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



7. Sign and Accept

7.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X Bianca Rivera

Lessee

IP Address: 47.230.174.144
06/03/2025 06:26pm EDT

X Jennifer de Jesus -agent for owner

Lessor

IP Address: 64.121.178.38
06/03/2025 09:16pm EDT

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



1. Residency and Financials

1.1 PARTIES

TENANT(S): Michael G. Faulkner

TENANTS MAILING ADDRESS:

73 S Welles St Unit 5
Wilkes-Barre, PA 18702

LANDLORD(S): 73 Sth Welles St LLC

LANDLORDS MAILING ADDRESS : 456 Union Blvd Allentown PA, 18109

1.2 TENANTS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Tenant is not represented by a broker.

Licensee(s) is: N/A

1.3 LANDLORDS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Empire Property Management Group LLC

456 Union Blvd Allentown PA, 18109

Seller/Landlord Agent

Licensee(s) (Name): Jennifer de Jesus

Licensee is: Landlord Agent -represents Landlord only

1.4 DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents a Tenant and a Landlord in the same transaction. All of the Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for the Tenant and the Landlord. If the same Licensee is designated for a Tenant and a Landlord, the Licensee is a Dual Agent.

By signing this Agreement, the Tenant and the Landlord each acknowledge having been previously informed of and consented to, dual agency, if applicable.

1.5 EMPIRE PROPERTY MANAGMENT

This Lease Contract is between you, the undersigned Tenant(s):

Michael G. Faulkner

and us, the owner/agent:

73 Sth Welles St LLC

You've agreed to rent the property located at

73 S Welles St Unit 5
Wilkes-Barre, PA 18702

for use as a private residence only. The terms "you" and "your" refer to all tenants listed above. The terms "we," "us" and "our" refer to the owner/agent listed.

1.6 LEASE DATE AND RESPONSIBILITIES

This Lease for the property, dated 05/14/2025 is between the Landlord and the Tenant. Each Tenant is jointly and severally responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

1.7 CO-SIGNERS

Co-signers:

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 Landlords prior written permission.

Jointly & Severally: The undersigned TENANTS are jointly and severally responsible and liable for all obligations under this agreement.

1.8 PROPERTY CONTACT INFORMATION

Rental Payments

Payable to: Empire Property Management Group LLC. Phone: 610-333-4250

Address: 456 Union Blvd Allentown PA, 18109

Maintenance Requests

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

Emergency Maintenance Contact

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

1.9 STARTING AND ENDING DATES OF LEASE

A) Starting date: 06/01/2025 , at 9 a.m.

B) Ending date: 06/30/2026 , at 12 p.m.

Possession:

A) Tenant may move in (take possession of the property) on the starting date of this lease

B) if the tenant cannot move in within 0 days after starting date because the previous tenant is still there or because of property damages which makes the Property unsafe, unsanitary, or unfit, for human habitation, Tenant's exclusive rights are to:

1) Change the starting date of the Lease to the day when the Property is available. Tenant will not owe or be charged Rent until the property is available; **OR**

2) End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of the Landlord or Tenant.

1.10 RENEWAL TERM

(A) This Lease will **AUTOMATICALLY RENEW** for a renewal term of **1 year (12-months) with a minimum increase of 5%** at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires the Tenant or the Landlord to give at least (60) days written notice before Ending Date or before the end of any renewal term.

(B) If notice is given later than required, rent is due for the entirety of the Renewal Term.

(C) Any renewal will be according to the terms of this Lease or any written changes to it.

1.11 RENT

(A) Rent is due in advance, without demand, on or before the (1st day) of each month (due date).

(B) The Rent due each month is \$

Rent Income	\$995.00
Trash, Gas Heat, and Hot Water	\$85.00
Total:	\$1,080.00

(C) If Rent is more than (3) days late, the Tenant pays a Late Charge of the following : 5% on day 4 and \$5 each additional day.

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

(E) The Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before it will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayments will be applied to the month's Rent that would be due next.

(F) The Tenant will pay a fee of (\$50) for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

(G) The Landlord will accept the following methods of payment: (x) Money Order (x) Personal Check (x) Credit Card (x) Cashier's Check (x) Online Payments. Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

(H) The first \$

Rent Income	\$995.00
Trash, Gas Heat, and Hot Water	\$85.00
Total:	\$1,080.00

of Rent due will be made payable to Empire Property Management Group. First Month's rent must be paid with a money order or cashier's check (unless paying at least 7 days before move in).

Security deposit is due within 48 hours of the lease being signed, this must be paid online. If move in is less than 7 days away security must be paid with a money order or certified check.

(I) The Security Deposit may not be used to pay Rent during the Term of Renewal of this Lease.

(J) You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/ reported to a credit and/or tenant reporting agency and may create a negative credit record on your report.

1.12 SECURITY

(A) Security Deposit will be held in escrow by Empire Property Management Group LLC

Financial institution address: Wells Fargo, 1300 Uhler Road, Easton, PA 18040

(B) Security Deposit: The total security deposit at the time of execution of this Lease Contract for \$995.00 , is due within 48 hours after the Lease Contract is counter signed to secure and hold the property for you.

(C) First months rent:

Rent Income	\$995.00
Trash, Gas Heat, and Hot Water	\$85.00
Total:	\$1,080.00

(D) If the lease is fully executed and the tenant(s) do not move into the property for any reason, the security deposit will remain with the owner.

1.13 APPLIANCES INCLUDED

Appliances Included: Oven/Range and Refrigerator

The Landlord is responsible for repairs on all appliances listed above except for washer/dryers. If there is a washer or dryer on the premise, the landlord is not responsible for any repairs. The landlord is not required to replace the washer/dryer if they stop functioning.

1.14 UTILITIES

The Landlord and the Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is not marked as being paid for by the Landlord, it is the responsibility of the Tenant to pay for that service. The Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlords control. Utility accounts paid by the Tenant must remain active in the Tenants name until the end of the lease term. The Tenant will notify the Landlord if the Tenant receives any notices from the utility companies of a pending termination of service(s). The Tenant will be in default of this Lease if all utilities and services for which the Tenant is responsible do not remain active.

If the tenant is required to pay for water/sewer, the tenant will be billed separately for this bill and it becomes a part of the rent due on the next rent payment due date. Water usage may be verified in different ways including, an individual bill directly from the water/sewer authority or by other means such as RUBS (ratio utility Billing). If there is no method to determine usage a flat rate may be assessed for the utility charge. Please see the list of utilities under tenant paid utilities to see if this applies.

Landlord pays: water/sewer

THE TENANT is expected to pay for Utilities as specified in the lease as well as phone, cable, internet (if applicable). THE TENANT must call utility companies to handle billing **PRIOR** to lease term beginning. THE TENANTS FAILURE to switch utilities into the Tenants name, will result in a fee of \$100 plus pro-rated cost of utility bill. The payment will be due within 3 days of the Tenants receipt of the bill. Said failure to switch utilities into the Tenants name may constitute a breach of the lease agreement at which point the Tenant waives his/her right to a notice to evict should the Tenant not switch utility/utilities into the Tenants name. If the owner is not indicated as being responsible for grass/shrubbery care & snow/ice removal, it is the tenants responsibility to do it. If the tenant fails to do so and we are required to send an outside vendor to prevent citations from the city, town, township, borough or municipality, **the tenant will be charged back for this service.**

Tenant pays all other utilities, bills or annual dues associated with the property.

If in the case that a common utility becomes segregated and specific to each unit, the utility will then become the responsibility of the tenant.

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

X MF
Michael G. Faulkner

2. Policies and Procedures

2.1 USE OF PROPERTY AND AUTHORIZED OCCUPANTS

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

(B) Only the occupants listed here are permitted as additional occupants. List all other occupants who are not listed as Tenants in this Lease.
Violet Faulkner, Ben Faulkner

(C) Guest(s) staying over 7 days without written consent of OWNER shall be considered a breach of this agreement. **ONLY** the individuals listed on this lease agreement, **AND NO OTHERS**, shall occupy the subject residence for more than 3 days unless the expressed written consent of the PROPERTY MGR is obtained in advance. **If during the term of the lease the Property Manger approves in writing additional occupants, an additional rental fee will apply.**

(D) The Tenant is responsible for the Tenants family and guests obeying the Rules and Regulations and all laws.

(E) If any fine is imposed on the Landlord because of the actions of the Tenant, or the Tenant's family or guests, the Tenant will reimburse the Landlord or pay the fine(s). Any unpaid fines will be considered Additional Rent.

(F) Tenant may not sublease without Landlord's written consent.

2.2 LANDLORDS RIGHT TO ENTER

(A) The Tenant agrees that the Landlord or the Landlords Representatives may enter the Property Monday through Sunday 9:00 a.m. to 9:00 p.m. to inspect, repair, or show the Property. The Tenant does not have to allow possible tenants or other licensees to enter unless they are with the Landlord or the Landlords Representative, or they have written permission from the Landlord.

(B) When possible, the Landlord will give the Tenant 24 hours notice of the date, time and reason for the visit.

(C) In emergencies, the Landlord may enter Property without notice. If the Tenant is not present, the Landlord will notify the Tenant who was there and why within 24 hours of the visit.

(D) The Landlord may put up For Sale, or For Rent signs, use lock boxes and take pictures and video(s) on or near Property.

(E) The Landlord or Landlords Representative may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. Per The Doctrine of Waste, the landlord/landlords representative has the right to conduct quarterly inspections on the property and unit to inspect over all building health, potential maintenance and compliance issues. It is the responsibility of the tenant to secure any pets at the time of the inspection. The Landlord or Landlords Representative shall give 24 hours advance notice and may enter for the purpose of showing the premises to prospective renters, buyers, lenders, for smoke alarm inspections and/or for normal inspections and repairs. The Landlord or the Landlords Representative is permitted to make all alterations, repairs and maintenance that in the Landlord or the Landlords Representative judgment is necessary to perform.

(F) Immediately upon notice of intent to move, abandonment, termination date of lease, etc. The Landlord or the Landlords Representative will begin showing the property for rent to prospective tenants. The tenant will always be provided 24 hours notice but may not in any way prevent or deny showings. Failure to comply will immediately forfeit your entire security deposit.

2.3 PETS

The Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum (if applicable). The addendum must be in writing and signed by both the landlord and the tenant to be valid.

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have authorized it in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we will charge you for defleaing, deodorizing, and shampooing.

2.4 CONDITION OF PROPERTY AT MOVE IN

WITHIN 5 DAYS OF MOVE IN DATE: THE TENANT must provide PROPERTY MGR written confirmation (move in check list) that everything is acceptable. THE TENANT has 5 days after start date of lease to let PROPERTY MGR know of any repairs or issues with the home. After 5 days and for duration of lease THE TENANT is expected to notify PROPERTY MGR, in writing, of any issues regarding the property and repairs needed. If THE TENANT fails to notify PROPERTY MANAGER in a timely manner and it causes further damage to the property, THE TENANT will be responsible for the damage due to neglect.

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

2.5 RETURN OF SECURITY DEPOSITS

(A) You, the tenant will give us a written notice with your intent to vacate 60 (sixty) days prior to the date of expiration of the Lease Contract. You, the tenant must also surrender keys AND provide a forwarding address to be eligible for a security deposit refund. You agree by signing this lease that if you do not provide a forwarding address AND surrender keys, you are forfeiting your deposit.

(B) When the tenant moves from the property, the tenant will return all keys and give the landlord written notice of the tenants new mailing address where the Landlord can return the Security Deposit.

(C) Within 30 days after the tenant moves from the property, the Landlord will give the tenant a written list of any damage to the Property for which the Landlord claims the tenant is responsible.

(D) Surrender, abandonment and eviction ends your right of possession for all purposes and gives us the immediate right to: Clean up, make repairs in and re let the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment and eviction affect your rights to property left in the apartment. Surrender, abandonment and eviction do not affect our mitigation obligations.

CHARGES WILL BE APPLIED TO THE TENANT FOR: a) any unpaid rent, b) additional rent, c) cleaning costs, d) key replacement cost, e) cost for repair of damages to the premises above normal wear and tear, (above normal wear and tear is anything that would cost the owner money prior to re-renting the unit) f) loss due to early termination of lease, g) unpaid utilities, h) service charges not reimbursed i)

replacement cost of our property that was in or attached to the apartment/housing and is missing or damaged (ex. furniture) j) missing or burned out light bulbs, k) removing or re-keying unauthorized security devices or alarm systems. l) packing, removing or storing tenants property, m) removing illegally parked vehicles, n) animal related charges, o) government fees or fines against us for violation by (you, your occupant, or your guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; bed bugs, fleas or any other pest control; late-payment and returned-check charges, plus attorney's fees, court costs and filing fees actually paid; and other sums due under this lease contract.

2.6 NO SMOKING

There will be no smoking or vaping inside of the rental unit. Smoking is outside only. Any damage done by smoking inside the unit will be charged to the tenant.

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

X MF
Michael G. Faulkner

3. Responsibilities

3.1 TENANTS CARE OF PROPERTY

(A) The Tenant will: The TENANT shall comply with all house rules stated here and in the lease which are deemed part of this rental agreement. A violation of any of the house rules is considered a breach of this agreement.

1. Keep the Property clean and safe. Common areas (if applicable) are for use by all tenants and include front porch, basement, rear yard and side yard. TENANTS are expected to care for grounds and maintain them during use. Any damage will be the responsibility of TENANT(S).
2. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
3. Notify the Landlord **immediately** of any repairs needed and of any potentially harmful or environmental conditions. Failure of the tenant to report any repairs needed that cause additional damage to the property **will be charged back to the tenant due to said failure.**
4. Obey all federal, state and local laws that relate to the Property.
5. Clean up after service animals on the Property, including common areas.
6. **PARKING:** (If applicable, where there is not off-street parking) Parking is on-street. The tenant is required to obey all city regulations regarding parking (i.e. street cleaning, no parking zones, etc.) No fees/fines/towing expenses will be paid for by the landlord. **You will park on the property at your own risk.** We may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio and fire lanes.
7. THE TENANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another TENANT and/or neighbor. Said noise and activity shall be a breach of this agreement.
8. THE TENANT shall deposit garbage and waste in a clean and sanitary manner into the proper receptacles and shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. Refuse may only be placed at the curb on the appropriate pick-up dates and may only be placed between the hours of 6 p.m. to 10 p.m. THE TENANT is requested to help police with the placing of refuse outside of the 6 p.m. to 10 p.m. hours and to alert other TENANT(S) if it is observed that the TENANT(S) is violating the rule. Any fines for refuse violations will be divided equally among all occupied tenants. Tenants are expected to obey city/township requirements for recycling which include any fees associated with obtaining the proper recycling bins required by the municipality. Tenants will not be reimbursed for the recycling containers. Refusal to obey the local municipality requirements for recycling is considered a breach of this lease.
9. THE TENANT shall be responsible for keeping the kitchen and bathroom drains free of anything other than toilet paper. (NO WIPES - flush-able or not, NO GREASE, NO SANITARY products). THE TENANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. In addition, THE TENANT shall pay for any item or cause due to THE TENANTS negligence to property. THE TENANT stipulates that he or she has examined the demised premises, including grounds, buildings and improvements and that they are, at the time of this lease, in good order, repair, and in a safe, clean and tenant able condition. THE TENANT is responsible for helping to keep the common areas of sidewalks, stairwells, and common area on the floor of said unit clean, free of debris, and in a broom-swept condition.

(B) The Tenant will not:

Keep flammable, hazardous or explosive materials on the Property.

1. Destroy, damage or deface any part of the Property or common area.
2. Disturb the peace and quiet of other tenants or neighbors.
3. Make changes to the property, such as painting or remodeling, without the written permission of the Landlord. Tenant agrees that any changes or improvements will belong to the Landlord.
4. Perform any maintenance or repairs on the Property.
5. **No smoking anywhere indoors.** If the TENANT or guests of resident smoke outdoors, they are expected to dispose of items properly. ANY litter on the property will be considered a breach of this lease AND clean up costs will be the responsibility of the TENANT.
6. **THE TENANT MAY NOT** paint, wallpaper, alter, redecorate, change or install locks, install antenna/satellite dish or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD or the Landlords Representative. No liquid filled furniture, receptacle containing more than 10 gallons of liquid is permitted without prior written consent and meeting the requirements of the LANDLORD or the Landlords Representative. The TENANT also agrees to carry insurance deemed appropriate by the LANDLORD or the Landlords Representative to cover possible losses that may be caused by such items. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Lessee will not have any items of illegal nature on said premises prohibited by law.

(C) The Tenant will have breached this Lease and will be responsible for damages if the Tenant does not comply with (A) and (B).

(D) The Tenant is responsible to pay the costs for repairing any damage that is the fault of the Tenant, the Tenant's family, guests and /or service animals.

(E) The TENANT will be responsible for pest control, if the cause is due to the TENANTS **uncleanliness**.

(F) The **Tenant is responsible** to have carpets (if applicable) professionally cleaned upon move out. The Tenant will have the cost of professionally cleaning deducted from the security deposit should it not be done. A receipt must be turned into property manager.

(G) The Tenant must thoroughly clean the unit upon move out, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you **DO NOT** clean adequately, you will be liable for reasonable cleaning charges.

(H) The Tenant will pay for bed bug treatment should their unit have bed bugs. The tenant will also pay for any other units or treatment to the property necessary to keep the problem from spreading. Tenants may not treat bed bugs on their own. Tenants must notify the property manager immediately if they suspect bed bugs. The landlord suggests that each bed is covered with a bed bug preventative cover

3.2 DETECTORS AND FIRE PROTECTION SYSTEMS

(A) The Landlord has installed smoke detectors, carbon monoxide detectors and/or fire extinguishers in the property where required by the local municipality. The tenant will maintain and regularly test detectors to be sure they are in working order and will replace detector batteries as needed. If you install a new battery and you continue to hear a chirping noise, try installing another battery. If you continue to hear the chirping noise after you have tried a second battery, it is likely the detector may need to be replaced. If this is the case, **place a maintenance request immediately by calling 1-800-452-7763 or via your tenant portal**. Upon our Field Technicians quarterly inspection, if he has noticed that you are either in need of changing a battery yourself or you have removed the smoke detector completely, he will install a new battery at the charge to you of **\$10 per battery**. If it is a smoke detector missing, you will be charged **\$50 for each detector** that is missing and installed for you.

(B) The Tenant will immediately notify the Landlord or the Landlords agent of any broken or malfunctioning detectors.

(C) Failure to properly maintain detectors, replace detector batteries or notify the the Landlord or the Landlord's representative of any broken or malfunctioning detectors is a breach of this Lease.

(D) The Landlord may provide additional fire protection systems for the benefit of the Tenant.

(E) The Tenant will pay for damage to the Property if the Tenant fails to maintain or properly uses detectors or other fire protection systems. Removing smoke detectors for any reason is not permitted.

3.3 DESTRUCTION OF PROPERTY

(A) The Tenant will notify the Landlord or the Landlords agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. The Tenant will immediately notify the Landlord or the Landlords agent of any conditions in the Property that could severely damage or destroy the Property.

(B) If the Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and the Tenant will continue to pay rent, even if the Tenant cannot occupy the Property.

(C) If the Property is severely damaged or destroyed for any reason that is not the fault of the Tenant:

1. The Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by the Tenant and the Landlord

- until the damage is repaired, OR
2. If the law does not allow the Tenant to live on the Property, this Lease is ended.

(D) If the Lease is ended, the Landlord will return any unused security deposit to the Tenant.

3.4 KEYS AND LOCKS

All deadbolt locks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost of all key and lock replacements. **You shall not change the locks or add a deadbolt lock without our written consent.**

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

The TENANT will be given key(s) to the premises and **mailbox key(s)** (if applicable). If all keys are not returned to the OWNER following termination of lease, the TENANT shall be charged **\$35.00 for each key not returned**. The TENANT agrees not to change any locks on doors or mailboxes *without* first obtaining the LANDLORDS written permission. Having obtained written permission, the TENANT agrees to pay for changing the locks and to provide the LANDLORD with one duplicate key per lock.

3.5 WASHERS AND/OR DRYERS

(if applicable) Usage of washers and/or dryers on premises are approved for use by the tenants. The Owner has discretion and may change laundry units to coin operable during the term of the lease. Washer/Dryers are considered a luxury. Should either of the units become inoperable during the term of the lease, the LANDLORD may decide not to repair or replace. Tenants using laundry areas are expected to clean and maintain laundry areas. If the laundry area must be cleaned by an outsider service the charge will be passed on to all tenants.

3.6 EXTREME WEATHER

In the event of extreme weather the tenant may be expected to do any or all of the following with or without a reminder from the management company. Heat must be maintained in unit from October 15- April 15 each year. If temperatures reach below freezing it is expected that each tenant keeps the heat at a minimum of 60 degrees in every room. When the temperature reaches or is expected to reach below 15 degrees you must leave your water on a small drip in the kitchen each night during the extreme cold to prevent pipes from freezing. Failure to maintain heat or follow these precautions will result in tenant being charged the repair costs for the damage to the property.

By initialing below, you acknowledge and agree to the terms in Section 3.

X MF
Michael G. Faulkner

4. General Clauses

4.1 HEATING

THE USE OF SPACE HEATERS IS PROHIBITED! All units have heat available and that source of heat is what must be utilized.

(where applicable) Oil Heat. You must get your oil delivery company approved in writing prior to your first oil delivery. This is due to service contracts on our heating systems. If you fail to get your oil delivery service approved and it voids our service contract, you will be responsible to reimburse the owner for the cost of one year of the service contract. **Never let the tank run dry. This could severely damage the boiler and the repair or replacement will be at the tenants expense. Never use kerosene or any other liquid other than oil in the tank. Tank must never be below 1/4 tank.** Tenant is responsible to fill the tank upon lease end. Any cost to fill tank will be the responsibility of the tenant and will be deducted from the security deposit. The tenant is responsible for service calls to restart unit and cleaning unit if it is a result of tenant letting the tank run dry or other misuse.

4.2 LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

If Property was built before 1978 the following applies.

Lead Hazards disclosure Requirements

The Residential Lead -Based Paint Hazard Reduction Act says that any Landlord of a property built before 1978 must give the Tenant an

EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The landlord also must tell the Tenant and the Broker for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. The Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a Pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to the tenants before the Landlord starts any major renovations on a Pre-1978 structure. The Act does not apply to housing built in 1978 or later:

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting Pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. The Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

(A) **The Landlord does not know of any lead-based paint or lead-based paint hazards on the Property.**

(B) **The Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property.**

(C) The Tenant agrees with the following statements:

I/Tenant have received the pamphlet *Protect Your Family From Lead In Your Home*.

I/Tenant have read the information given to me by my Landlord in paragraph 1.24 (A) and (B) above, if any.

I/Tenant have received all records and reports that the Landlord in paragraph 1.24 (A) and (B) above, if any.

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

4.3 INSURANCE AND RELEASE

(A) The Tenant understands that the Landlords insurance does not cover the Tenant, the Tenant's property, or the Tenants guests. The Tenant is advised to obtain property and liability insurance to protect the Tenant, the Tenant's property and the Tenants guests who may be injured while on the Property. THE TENANT acknowledges that the OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of GOD, acts of others and/or other causes, the OWNER should not be held liable for such losses. THE TENANT is hereby advised to obtain their own insurance policy to cover any personal losses.

(x) **IF CHECKED**, the Tenant must have insurance policies providing at least \$10,000 property insurance and \$100,000 liability insurance to protect the Tenant, the Tenants property and the Tenants guests who may be injured on the Property. The Tenant must maintain this insurance through the entire Term and any Renewal Term. The Tenant will provide proof of insurance upon request. The Tenant will notify the Landlord within 10 days of changes to or cancellation of these policies.

(B) The Landlord is not legally responsible for any injury or damage to the Tenant or the Tenant's guests that occurs on the Property.

(C) The Tenant is responsible for any loss to the Landlord caused by the Tenant, the Tenant's family or the Tenant's guests, including attorney's fees associated with that loss.

(D) **SAFETY:** You or any guest or tenant under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact your representative. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

4.4 HOLDOVER TENANTS

If the Tenant occupies the Property after the Ending Date or end of any Renewal Term, the Tenant will be considered a holdover tenant and will be causing the Landlord damages. These damages will be equal to (3) times the monthly Rent plus any lodging expenses of the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

4.5 TENANT ENDING LEASE EARLY

The Tenant may **NOT** end this Lease and move out of the Property before the Ending Date of the Lease or any Renewal Term **UNLESS the Tenant does all of the following:**

(A) The Tenant continues to pay all Rent until the Ending Date of the Lease, or any Renewal Term, or until a new Tenant is approved by Landlord and a new lease takes effect, whichever happens first, **AND**

(B) The Tenant gives the Landlord at least 60 days written notice **AND**

(C) The Tenant pays the Landlord a Termination Fee of (2 Months Rent) above and beyond the monthly rental amount to pay for fees associated with marketing and releasing the unit. The 2 months fee must be received before written consent of the Landlord will be given.

4.6 ABANDONMENT

If any legal action or proceedings are brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

(A) The Tenant has abandoned the Property if:

1. The Tenant has physically vacated the premises, removed substantially all personal property, OR
2. A court grants the Landlord possession of the Property.

(B) If the Tenant abandons Property while Rent is due and unpaid, the Landlord may take possession of the Property and immediately rent the Property to another Tenant.

(C) If the Tenant abandons OR moves out of the Property, the Tenant will:

1. Remove all of the Tenants personal property, AND
2. Provide a forwarding address or written notice stating that the Tenant has vacated the premises, AND
3. Contact the landlord within (10) days regarding the Tenant's intent to remove any remaining personal property.

(a.) If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the landlord's choosing for thirty (30) days.

(b.) If no communication is made to the landlord within ten (10) days, the property may be disposed of at the end of the ten days at the discretion of the Landlord and the tenant will pay all costs related to the removal and/or storage. Communication must be in written form.

THE TENANT CONSENTS TO REMOVAL OF ALL BELONGINGS WITHIN TEN DAYS WITHOUT FURTHER COMMUNICATION FROM THE LANDLORD OF LANDLORDS INTENT TO DISPOSE.

4.7 LANDLORD REMEDIES IF TENANT BREACHES LEASE

(A) If Tenant breaches Lease for any reason, the Landlords remedies may include any or all of the following:

1. Taking possession of the Property by going to court to evict the Tenant. The Tenant agrees to pay the Landlords legal fees and reasonable costs, including the cost for the Landlord and the Landlords agent to attend court hearings.
2. Filing a lawsuit against a Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If the Landlord wins (gets a money judgement against a Tenant), the Landlord may use the court process to garnish the Tenant's wages and take the Tenant's personal goods, furniture, motor vehicles and money in banks.
3. Keeping the Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.

(B) If a Tenant breaches the Lease for any reason, the Landlord can begin eviction proceedings without written notice, unless otherwise required by local ordinances.

(C) We begin evictions on DAY 4 for non- payment of rent.

THE TENANT WILL BE CHARGED THE COST OF EACH COURT FILING AND \$150.00 ADMINISTRATIVE FEE FOR COURT APPEARANCE.

THE TENANT WAIVES OR GIVES UP THE TENANT'S RIGHT TO A NOTICE TO QUIT WHEN SIGNING THIS LEASE

4.8 SALE OF PROPERTY

(A) If Property is sold, the Landlord will give the Tenant in writing:

1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new Landlord.
2. The name, address, and phone number of the new landlord and where Rent is to be paid, if known.

(B) The Tenant agrees that the Landlord may transfer the Tenants Security Deposit and advance Rent to the new landlord.

(C) The Landlords responsibilities to the Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

(D) If the Landlord sells the Property during the Lease or any Renewal Term, the Landlord has the right to terminate this Lease if the

Landlord gives written notice to a Tenant at least (30) days prior to the Settlement Date of the Property as defined in the agreement of sale. The Tenant is not entitled to any payment of damages.

4.9 TENANTS RIGHTS

(A) The Landlord cannot increase rents, decrease services, or threaten to go to court to evict the Tenant because the Tenant: (1) complains to a government agency or to the Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses a Tenant's legal rights in a lawful manner.

(B) The Landlord or property owner may have a mortgage on the Property. The right of the mortgage lender comes before the rights of the Tenant. For example, if the Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. The Landlord will notify the Tenant immediately if the Owner or the Landlord receive a notice of foreclosure.

(C) The government or other public authority may take private property. This is called condemnation. If any part of the property is taken, the landlord will reduce the Tenant's rent proportionally. If all the property is taken, the lease will end, the tenant will move out and the remaining security will be released to the tenant.

4.10 PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

4.11 ENTIRE AGREEMENT

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

4.12 PARTIAL INVALIDITY

Nothing contained in this agreement shall be constructed as waiving any of the landlords or tenants rights under the law. If any part of this agreement shall be in conflict with the law, that part shall not invalidate this agreement nor shall it affect the validity or enforceability of any other provision of this agreement.

4.13 NO WAIVER

The landlords acceptance of rent with the knowledge of any default by the tenant or waiver by the landlord of any breach of any term of this agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or exercise any right shall not be constituted as a waiver by the landlord of said term, condition and or right and shall not affect the validity or enforceability of any provision of this agreement.

4.14 LANDLORD AND TENANT ACT - DEATH OF TENANT ACT P.L. 968, NO. 116

Section 514. Death of tenant.--(a) Notwithstanding any other provision of this act or law, and if the deceased tenant is the sole tenant of the residential unit, the executor or administrator of the estate of the tenant who dies during the term of a residential lease shall have the option to terminate the lease upon fourteen days written notice to the landlord on the latter of:

- (1) The last day of the second calendar month that follows the calendar month in which the tenant dies; or
- (2) Upon surrender of the rental unit and removal of all of the tenant's personal property.

(b) Nothing under this section shall be construed to relieve the tenant's estate of liability from rent money or any other debt incurred prior to the date of termination of the lease, including damages to the premises and any expenses the landlord may incur as a direct result of the tenant's death, except that the tenant's estate shall not be liable for damages or any other penalty for breach or inadequate notice as a result of terminating a lease under subsection (a).

4.15 EXPEDITED EVICTION OF DRUG TRAFFICKERS

Persons who commit drug distribution offenses or drug use on or in the immediate vicinity of the lease residential premises or who permit or tolerate such offenses to be committed violate the rights and jeopardize the health and safety of other tenants, residents and onsite employees of the premises.

It is the policy of the Commonwealth to ensure the **swift eviction and removal of persons** who engage in certain drug-related criminal activity on or in the immediate vicinity of leased residential premises or who permit members of their households or guests to engage in this criminal activity on or in the immediate vicinity of the premises.

Tenants have an obligation to take actions reasonable and necessary under the circumstances to prevent the commission of drug related criminal activity within their individual rental units and to prevent members of their households and guests from committing such criminal activity on or in the immediate vicinity of any portion of the leased residential premises.

It is the policy of the Commonwealth to ensure that the causes of action and remedies authorized by this act are heard by the courts on an **expedited and priority basis so as to evict and remove** as soon as practical **all persons** who engage in drug-related criminal activity on or in the immediate vicinity of leased residential premises or **who allow** such criminal activity to occur.

The landlord shall be entitled to collect due rent and owing from the tenant during the pendency of a civil action brought under this act.

By initialing below, you acknowledge and agree to the terms in Section 4.

X MF
Michael G. Faulkner



Protect Your Family From Lead in Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

January 2020

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

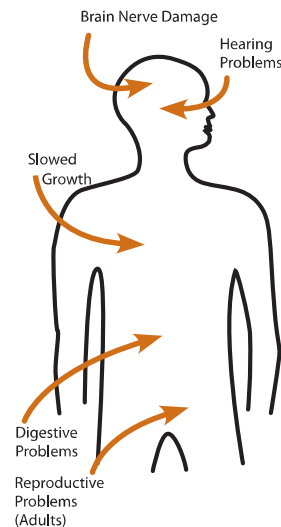
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
January 2020

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



5

Lead_Based_Pamphlet.pdf

X *Michael Faulkner*

Lessee

IP Address: 172.56.222.184
05/14/2025 03:32pm EDT

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



6. Sign and Accept

6.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X Michael Faulkner

Lessee

IP Address: 172.56.222.184
05/14/2025 03:33pm EDT

X Jennifer de Jesus - Agent for owner

Lessor

IP Address: 24.229.141.119
05/14/2025 03:38pm EDT

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456 Union Blvd • Allentown, PA 18109
(610) 333-4250



1. Parking Space Lease Agreement

1.1 PARTIES

TENANT(S): Donald A. Thompson

TENANTS MAILING ADDRESS: 73 Welles St Unit 4, Wilkes-Barre, PA 18702

LANDLORD(S): 73 Sth Welles St LLC

LANDLORDS MAILING ADDRESS : 456 Union Blvd Allentown PA, 18109

1.2 LANDLORDS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Empire Property Management Group LLC

456 Union Blvd Allentown PA, 18109

Seller/Landlord Agent

Licensee(s) (Name): Jennifer de Jesus

Licensee is: Landlord Agent -represents Landlord only

1.3 DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents a Tenant and a Landlord in the same transaction. All of the Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for the Tenant and the Landlord. If the same Licensee is designated for a Tenant and a Landlord, the Licensee is a Dual Agent.

By signing this Agreement, the Tenant and the Landlord each acknowledge having been previously informed of and consented to, dual agency, if applicable.

1.4 EMPIRE PROPERTY MANAGMENT

This Parking Space Lease Agreement (the "Lease") is made and entered into on 10/03/2025 (the "Effective Date") by and between you, the undersigned Tenant(s): Donald A. Thompson (the "Tenant") and us, the owner/agent: 73 Sth Welles St LLC (the "Landlord").

The terms "you" and "your" refer to all tenants listed above. The terms "we," "us" and "our" refer to the owner/agent listed.

1.5 TERM

Landlord hereby leases to Tenant the parking space located at
73 S Welles Street
Wilkes-Barre, PA 18702

and designated as space
73 Welles St Unit 4
Wilkes-Barre, PA 18702

The Agreement will start on 10/03/2025 and will continue as a month-to-month tenancy. In accordance with the State Statutes to terminate the tenancy, the Landlord or Tenant must give the other party a written 30 days notice of non-renewal. The Tenant may only terminate their Agreement on the last day of any month and the Landlord must receive written notification of non-renewal at least 30 days prior to the last day of that month. If the Tenant plans to leave on or after the first of any month, they are responsible for that month's full rent. If the Tenant does not provide the Landlord with a written 30 days' notice, they shall forfeit their full deposit amount.

Possession:

A) Tenant may move in (take possession of the property) on the starting date of this lease

B) if the tenant cannot move in within 0 days after starting date because the previous tenant is still there or because of property damages which makes the Property unsafe, unsanitary, or unfit, for human habitation, Tenant's exclusive rights are to:

- 1) Change the starting date of the Lease to the day when the Property is available. Tenant will not owe or be charged Rent until the property is available; **OR**
- 2) End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of the Landlord or Tenant.

1.6 RENT

(A) Rent is due in advance, without demand, on or before the first (1st) day of each month (due date).

(B) The Rent due each month is \$	
Garage/Parking	\$50.00
Pet Rent- monthly fee	\$50.00
Rent Income	\$995.00
Total:	\$1,095.00

(C) If Rent is more than three (3) days late, the Tenant pays a Late Charge of the following : 5% on day 4 and \$5 each additional day.

(D) All other payments due from the Tenant to the Landlord, including Late Charges or utility charges, are considered to be additional rent. Failure to pay this additional rent is a breach of the Lease in the same way as failing to pay the regular Rent.

(E) The Tenant agrees that all payments will be applied against outstanding additional rent that is due before it will be applied against the current rent due. When there is no outstanding additional rent, prepayments will be applied to the month's rent that would be due next.

(F) The Tenant will pay a fee of (\$50) for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

(G) The Landlord will accept the following methods of payment: (x) Money Order (x) Personal Check (x) Credit Card (x) Cashier's Check (x) Online Payments. Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

(H) You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/ reported to a credit and/or tenant reporting agency and may create a negative credit record on your report.

1.7 LIABILITY

Landlord shall not be responsible for damage or loss to possessions or items left in Tenant's vehicle. Landlord shall not be responsible for damage to Tenant's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.

The Landlord is not legally responsible for any injury or damage to the Tenant or the Tenant's guests that occurs on the Property.

The Tenant is responsible for any loss to the Landlord caused by the Tenant, the Tenant's family or the Tenant's guests, including attorney's fees associated with that loss.

SAFETY: You or any guest or tenant under your control, should not engage in any criminal activity on the premises.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact your representative. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

1.8 ENTIRE AGREEMENT

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

1.9 SEVERABILITY

If any provision of this Lease will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

1.10 NO WAIVER

The landlords acceptance of rent with the knowledge of any default by the tenant or waiver by the landlord of any breach of any term of this agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or exercise any right shall not be constituted as a waiver by the landlord of said term, condition and or right and shall not affect the validity or enforceability of any provision of this agreement.

1.11 ASSIGNMENT

Neither party may assign or transfer this Lease without the prior written consent of the non-assigning part, which approval shall not be unreasonably withheld.

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

X DT
Donald A. Thompson

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



2. Sign and Accept

2.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X Donald Thompson

Lessee

IP Address: 174.198.11.138

10/03/2025 11:21am EDT

*X Jennifer de Jesus- agent for
landlord*

Lessor

IP Address: 139.135.129.21

10/03/2025 11:22am EDT

Empire Property Management

2505 Newburg Road • Easton, PA 18045
(610) 333-4250



1. Residency and Financials

1.1 PARTIES

TENANT(S): Kendall Ford

TENANTS MAILING ADDRESS:

73 Welles St Unit 2
Wilkes-Barre, PA 18702

LANDLORD(S): 73 Sth Welles St LLC

LANDLORDS MAILING ADDRESS : 2505 Newburg Rd, Easton, PA 18045

1.2 TENANTS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Tenant is not represented by a broker.

Licensee(s) is: N/A

1.3 LANDLORDS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Empire Property Management Group LLC

2505 Newburg Rd, Easton, PA 18045

Seller/Landlord Agent

Licensee(s) (Name): Jennifer de Jesus

Licensee is: Landlord Agent -represents Landlord only

1.4 DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents a Tenant and a Landlord in the same transaction. All of the Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for the Tenant and the Landlord. If the same Licensee is designated for a Tenant and a Landlord, the Licensee is a Dual Agent.

By signing this Agreement, the Tenant and the Landlord each acknowledge having been previously informed of and consented to, dual agency, if applicable.

1.5 EMPIRE PROPERTY MANAGEMENT

This Lease Contract is between you, the undersigned Tenant(s):

Kendall Ford

and us, the owner/agent:

73 Sth Welles St LLC

You've agreed to rent the property located at

73 Welles St Unit 2
Wilkes-Barre, PA 18702

for use as a private residence only. The terms "you" and "your" refer to all tenants listed above. The terms "we," "us" and "our" refer to the owner/agent listed.

1.6 LEASE DATE AND RESPONSIBILITIES

This Lease for the property, dated 01/06/2026 is between the Landlord and the Tenant. Each Tenant is jointly and severally responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

1.7 CO-SIGNERS

Co-signers:

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 Landlords prior written permission.

Jointly & Severally: The undersigned TENANTS are jointly and severally responsible and liable for all obligations under this agreement.

1.8 PROPERTY CONTACT INFORMATION

Rental Payments

Payable to: Empire Property Management Group LLC. Phone: 610-333-4250

Address: 456 Union Blvd Allentown PA, 18109

Maintenance Requests

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

Emergency Maintenance Contact

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

1.9 STARTING AND ENDING DATES OF LEASE

A) Starting date: 02/01/2026 , at 9 a.m.

B) Ending date: 01/31/2027 , at 12 p.m.

Possession:

A) Tenant may move in (take possession of the property) on the starting date of this lease

B) if the tenant cannot move in within 0 days after starting date because the previous tenant is still there or because of property damages which makes the Property unsafe, unsanitary, or unfit, for human habitation, Tenant's exclusive rights are to:

1) Change the starting date of the Lease to the day when the Property is available. Tenant will not owe or be charged Rent until the property is available; **OR**

2) End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of the Landlord or Tenant.

1.10 RENEWAL TERM

(A) This Lease will **AUTOMATICALLY RENEW** for a renewal term of **1 year (12-months) with a minimum increase of 5%** at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires the Tenant or the Landlord to give at least (60) days written notice before Ending Date or before the end of any renewal term.

(B) If notice is given later than required, rent is due for the entirety of the Renewal Term.

(C) Any renewal will be according to the terms of this Lease or any written changes to it.

1.11 RENT

(A) Rent is due in advance, without demand, on or before the (1st day) of each month (due date).

(B) The Rent due each month is \$

Gas Heat/Hot Water and Trash	\$85.00
Parking Spot (2)	\$50.00
Rent Income	\$950.00
Total:	\$1,085.00

(C) If Rent is more than (3) days late, the Tenant pays a Late Charge of the following : 5% on day 4 and \$5 each additional day.

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

(E) The Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before it will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayments will be applied to the month's Rent that would be due next.

(F) The Tenant will pay a fee of (\$50) for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

(G) The Landlord will accept the following methods of payment: (x) Money Order (x) Personal Check (x) Credit Card (x) Cashier's Check (x) Online Payments. Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

(H) The first \$

Gas Heat/Hot Water and Trash	\$85.00
Parking Spot (2)	\$50.00
Rent Income	\$950.00
Total:	\$1,085.00

of Rent due will be made payable to Empire Property Management Group. First Month's rent must be paid with a money order or cashier's check (unless paying at least 7 days before move in).

Security deposit is due within 48 hours of the lease being signed, this must be paid online. If move in is less than 7 days away security must be paid with a money order or certified check.

(I) The Security Deposit may not be used to pay Rent during the Term of Renewal of this Lease.

(J) You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/ reported to a credit and/or tenant reporting agency and may create a negative credit record on your report.

1.12 SECURITY

(A) Security Deposit will be held in escrow by Empire Property Management Group LLC

Financial institution address: Wells Fargo, 1300 Uhler Road, Easton, PA 18040

(B) Security Deposit: The total security deposit at the time of execution of this Lease Contract for \$900.00 , is due within 48 hours after the Lease Contract is counter signed to secure and hold the property for you.

(C) First months rent:

Gas Heat/Hot Water and Trash	\$85.00
Parking Spot (2)	\$50.00
Rent Income	\$950.00
Total:	\$1,085.00

(D) If the lease is fully executed and the tenant(s) do not move into the property for any reason, the security deposit will remain with the owner.

1.13 APPLIANCES INCLUDED

Appliances Included: Oven/Range and Refrigerator

The Landlord is responsible for repairs on all appliances listed above except for washer/dryers. If there is a washer or dryer on the premise, the landlord is not responsible for any repairs. The landlord is not required to replace the washer/dryer if they stop functioning.

1.14 UTILITIES

The Landlord and the Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is not marked as being paid for by the Landlord, it is the responsibility of the Tenant to pay for that service. The Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control. Utility accounts paid by the Tenant must remain active in the Tenant's name until the end of the lease term. The Tenant will notify the Landlord if the Tenant receives any notices from the utility companies of a pending termination of service(s). The Tenant will be in default of this Lease if all utilities and services for which the Tenant is responsible do not remain active.

If the tenant is required to pay for water/sewer, the tenant will be billed separately for this bill and it becomes a part of the rent due on the next rent payment due date. Water usage may be verified in different ways including, an individual bill directly from the water/sewer authority or by other means such as RUBS (ratio utility Billing). If there is no method to determine usage a flat rate may be assessed for the utility charge. Please see the list of utilities under tenant paid utilities to see if this applies.

Landlord pays: Water/Sewer

THE TENANT is expected to pay for Utilities as specified in the lease as well as phone, cable, internet (if applicable). THE TENANT must call utility companies to handle billing **PRIOR** to lease term beginning. THE TENANT'S FAILURE to switch utilities into the Tenant's name, will result in a fee of \$100 plus pro-rated cost of utility bill. The payment will be due within 3 days of the Tenant's receipt of the bill. Said failure to switch utilities into the Tenant's name may constitute a breach of the lease agreement at which point the Tenant waives his/her right to a notice to evict should the Tenant not switch utility/utilities into the Tenant's name. If the owner is not indicated as being responsible for grass/shrubbery care & snow/ice removal, it is the tenant's responsibility to do it. If the tenant fails to do so and we are required to send an outside vendor to prevent citations from the city, town, township, borough or municipality, **the tenant will be charged back for this service.**

Tenant pays all other utilities, bills or annual dues associated with the property.

If in the case that a common utility becomes segregated and specific to each unit, the utility will then become the responsibility of the tenant.

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

X KF
Kendall Ford

2. Policies and Procedures

2.1 USE OF PROPERTY AND AUTHORIZED OCCUPANTS

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

(B) Only the occupants listed here are permitted as additional occupants. List all other occupants who are not listed as Tenants in this Lease.

(C) Guest(s) staying over 7 days without written consent of OWNER shall be considered a breach of this agreement. **ONLY** the individuals listed on this lease agreement, **AND NO OTHERS**, shall occupy the subject residence for more than 3 days unless the expressed written consent of the PROPERTY MGR is obtained in advance. **If during the term of the lease the Property Manger approves in writing additional occupants, an additional rental fee will apply.**

(D) The Tenant is responsible for the Tenant's family and guests obeying the Rules and Regulations and all laws.

(E) If any fine is imposed on the Landlord because of the actions of the Tenant, or the Tenant's family or guests, the Tenant will reimburse the Landlord or pay the fine(s). Any unpaid fines will be considered Additional Rent.

(F) Tenant may not sublease without Landlord's written consent.

2.2 LANDLORDS RIGHT TO ENTER

(A) The Tenant agrees that the Landlord or the Landlords Representatives may enter the Property Monday through Sunday 9:00 a.m. to 9:00 p.m to inspect, repair, or show the Property. The Tenant does not have to allow possible tenants or other licensees to enter unless they are with the Landlord or the Landlords Representative, or they have written permission from the Landlord.

(B) When possible, the Landlord will give the Tenant 24 hours notice of the date, time and reason for the visit.

(C) In emergencies, the Landlord may enter Property without notice. If the Tenant is not present, the Landlord will notify the Tenant who was there and why within 24 hours of the visit.

(D) The Landlord may put up For Sale, or For Rent signs, use lock boxes and take pictures and video(s) on or near Property.

(E) The Landlord or Landlords Representative may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. Per The Doctrine of Waste, the landlord/landlords representative has the right to conduct quarterly inspections on the property and unit to inspect over all building health, potential maintenance and compliance issues. It is the responsibility of the tenant to secure any pets at the time of the inspection. The Landlord or Landlords Representative shall give 24 hours advance notice and may enter for the purpose of showing the premises to prospective renters, buyers, lenders, for smoke alarm inspections and/or for normal inspections and repairs. The Landlord or the Landlords Representative is permitted to make all alterations, repairs and maintenance that in the Landlord or the Landlords Representative judgment is necessary to perform.

(F) Immediately upon notice of intent to move, abandonment, termination date of lease, etc. The Landlord or the Landlords Representative will begin showing the property for rent to prospective tenants. The tenant will always be provided 24 hours notice but may not in any way prevent or deny showings. Failure to comply will immediately forfeit your entire security deposit.

2.3 PETS

The Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum (if applicable). The addendum must be in writing and signed by both the landlord and the tenant to be valid.

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have authorized it in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we will charge you for defleaing, deodorizing, and shampooing.

2.4 CONDITION OF PROPERTY AT MOVE IN

WITHIN 5 DAYS OF MOVE IN DATE: THE TENANT must provide PROPERTY MGR written confirmation (move in check list) that everything is acceptable. THE TENANT has 5 days after start date of lease to let PROPERTY MGR know of any repairs or issues with the home. After 5 days and for duration of lease THE TENANT is expected to notify PROPERTY MGR, in writing, of any issues regarding the property and repairs needed. If THE TENANT fails to notify PROPERTY MANAGER in a timely manner and it causes further damage to the property, THE TENANT will be responsible for the damage due to neglect.

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

2.5 RETURN OF SECURITY DEPOSITS

(A) **You, the tenant will give us a written notice with your intent to vacate 60 (sixty) days prior to the date of expiration of the Lease Contract. You, the tenant must also surrender keys AND provide a forwarding address to be eligible for a security deposit refund. You agree by signing this lease that if you do not provide a forwarding address AND surrender keys, you are forfeiting your deposit.**

(B) When the tenant moves from the property, the tenant will return all keys and give the landlord written notice of the tenants new mailing address where the Landlord can return the Security Deposit.

(C) Within 30 days after the tenant moves from the property, the Landlord will give the tenant a written list of any damage to the Property for which the Landlord claims the tenant is responsible.

(D) Surrender, abandonment and eviction ends your right of possession for all purposes and gives us the immediate right to: Clean up, make repairs in and re let the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment and eviction affect your rights to property left in the apartment. Surrender, abandonment and eviction do not affect our mitigation obligations.

CHARGES WILL BE APPLIED TO THE TENANT FOR: a) any unpaid rent, b) additional rent, c) cleaning costs, d) key replacement cost,

e) cost for repair of damages to the premises above normal wear and tear, (above normal wear and tear is anything that would cost the owner money prior to re-renting the unit) f) loss due to early termination of lease, g) unpaid utilities, h) service charges not reimbursed i) replacement cost of our property that was in or attached to the apartment/housing and is missing or damaged (ex. furniture) j) missing or burned out light bulbs, k) removing or re-keying unauthorized security devices or alarm systems. l) packing, removing or storing tenants property, m) removing illegally parked vehicles, n) animal related charges, o) government fees or fines against us for violation by (you, your occupant, or your guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; bed bugs, fleas or any other pest control; late-payment and returned-check charges, plus attorney's fees, court costs and filing fees actually paid; and other sums due under this lease contract.

2.6 NO SMOKING

There will be no smoking or vaping inside of the rental unit. Smoking is outside only. Any damage done by smoking inside the unit will be charged to the tenant.

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

X KF
Kendall Ford

3. Responsibilities

3.1 TENANTS CARE OF PROPERTY

(A) The Tenant will: The TENANT shall comply with all house rules stated here and in the lease which are deemed part of this rental agreement. A violation of any of the house rules is considered a breach of this agreement.

1. Keep the Property clean and safe. Common areas (if applicable) are for use by all tenants and include front porch, basement, rear yard and side yard. TENANTS are expected to care for grounds and maintain them during use. Any damage will be the responsibility of TENANT(S).
2. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
3. Notify the Landlord **immediately** of any repairs needed and of any potentially harmful or environmental conditions. Failure of the tenant to report any repairs needed that cause additional damage to the property **will be charged back to the tenant due to said failure.**
4. Obey all federal, state and local laws that relate to the Property.
5. Clean up after service animals on the Property, including common areas.
6. **PARKING:** (If applicable, where there is not off-street parking) Parking is on-street. The tenant is required to obey all city regulations regarding parking (i.e. street cleaning, no parking zones, etc.) No fees/fines/towing expenses will be paid for by the landlord. **You will park on the property at your own risk.** We may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio and fire lanes.
7. THE TENANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another TENANT and/or neighbor. Said noise and activity shall be a breach of this agreement.
8. THE TENANT shall deposit garbage and waste in a clean and sanitary manner into the proper receptacles and shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. Refuse may only be placed at the curb on the appropriate pick-up dates and may only be placed between the hours of 6 p.m. to 10 p.m. THE TENANT is requested to help police with the placing of refuse outside of the 6 p.m. to 10 p.m. hours and to alert other TENANT(S) if it is observed that the TENANT(S) is violating the rule. Any fines for refuse violations will be divided equally among all occupied tenants. Tenants are expected to obey city/township requirements for recycling which include any fees associated with obtaining the proper recycling bins required by the municipality. Tenants will not be reimbursed for the recycling containers. Refusal to obey the local municipality requirements for recycling is considered a breach of this lease.
9. THE TENANT shall be responsible for keeping the kitchen and bathroom drains free of anything other than toilet paper. (NO WIPES - flush-able or not, NO GREASE, NO SANITARY products). THE TENANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. In addition, THE TENANT shall pay for any item or cause due to THE TENANTS negligence to property. THE TENANT stipulates that he or she has examined the demised premises, including grounds, buildings and improvements and that they are, at the time of this lease, in good order, repair, and in a safe, clean and tenant able condition. THE TENANT is responsible for helping to keep the common areas of sidewalks, stairwells, and common area on the floor of said unit clean, free of debris, and in a broom-swept condition.

(B) The Tenant will not:

Keep flammable, hazardous or explosive materials on the Property.

1. Destroy, damage or deface any part of the Property or common area.
2. Disturb the peace and quiet of other tenants or neighbors.
3. Make changes to the property, such as painting or remodeling, without the written permission of the Landlord. Tenant agrees that any changes or improvements will belong to the Landlord.
4. Perform any maintenance or repairs on the Property.
5. **No smoking anywhere indoors.** If the TENANT or guests of resident smoke outdoors, they are expected to dispose of items properly. ANY litter on the property will be considered a breach of this lease AND clean up costs will be the responsibility of the TENANT.
6. **THE TENANT MAY NOT** paint, wallpaper, alter, redecorate, change or install locks, install antenna/satellite dish or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD or the Landlords Representative. No liquid filled furniture, receptacle containing more than 10 gallons of liquid is permitted without prior written consent and meeting the requirements of the LANDLORD or the Landlords Representative. The TENANT also agrees to carry insurance deemed appropriate by the LANDLORD or the Landlords Representative to cover possible losses that may be caused by such items. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Lessee will not have any items of illegal nature on said premises prohibited by law.

(C) The Tenant will have breached this Lease and will be responsible for damages if the Tenant does not comply with (A) and (B).

(D) The Tenant is responsible to pay the costs for repairing any damage that is the fault of the Tenant, the Tenant's family, guests and /or service animals.

(E) The TENANT will be responsible for pest control, if the cause is due to the TENANTS **uncleanliness**.

(F) The **Tenant is responsible** to have carpets (if applicable) professionally cleaned upon move out. The Tenant will have the cost of professionally cleaning deducted from the security deposit should it not be done. A receipt must be turned into property manager.

(G) The Tenant must thoroughly clean the unit upon move out, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you **DO NOT** clean adequately, you will be liable for reasonable cleaning charges.

(H) The Tenant will pay for bed bug treatment should their unit have bed bugs. The tenant will also pay for any other units or treatment to the property necessary to keep the problem from spreading. Tenants may not treat bed bugs on their own. Tenants must notify the property manager immediately if they suspect bed bugs. The landlord suggests that each bed is covered with a bed bug preventative cover

3.2 DETECTORS AND FIRE PROTECTION SYSTEMS

(A) The Landlord has installed smoke detectors, carbon monoxide detectors and/or fire extinguishers in the property where required by the local municipality. The tenant will maintain and regularly test detectors to be sure they are in working order and will replace detector batteries as needed. If you install a new battery and you continue to hear a chirping noise, try installing another battery. If you continue to hear the chirping noise after you have tried a second battery, it is likely the detector may need to be replaced. If this is the case, **place a maintenance request immediately by calling 1-800-452-7763 or via your tenant portal**. Upon our Field Technicians quarterly inspection, if he has noticed that you are either in need of changing a battery yourself or you have removed the smoke detector completely, he will install a new battery at the charge to you of **\$10 per battery**. If it is a smoke detector missing, you will be charged **\$50 for each detector** that is missing and installed for you.

(B) The Tenant will immediately notify the Landlord or the Landlords agent of any broken or malfunctioning detectors.

(C) Failure to properly maintain detectors, replace detector batteries or notify the the Landlord or the Landlord's representative of any broken or malfunctioning detectors is a breach of this Lease.

(D) The Landlord may provide additional fire protection systems for the benefit of the Tenant.

(E) The Tenant will pay for damage to the Property if the Tenant fails to maintain or properly uses detectors or other fire protection systems. Removing smoke detectors for any reason is not permitted.

3.3 DESTRUCTION OF PROPERTY

(A) The Tenant will notify the Landlord or the Landlords agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. The Tenant will immediately notify the Landlord or the Landlords agent of any conditions in the Property that could severely damage or destroy the Property.

(B) If the Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and the Tenant will continue to pay rent, even if the Tenant cannot occupy the Property.

(C) If the Property is severely damaged or destroyed for any reason that is not the fault of the Tenant:

1. The Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by the Tenant and the Landlord until the damage is repaired, OR
2. If the law does not allow the Tenant to live on the Property, this Lease is ended.

(D) If the Lease is ended, the Landlord will return any unused security deposit to the Tenant.

3.4 KEYS AND LOCKS

All deadbolt locks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost of all key and lock replacements. **You shall not change the locks or add a deadbolt lock without our written consent.**

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

The TENANT will be given key(s) to the premises and **mailbox key(s)** (if applicable). If all keys are not returned to the OWNER following termination of lease, the TENANT shall be charged **\$35.00 for each key not returned**. The TENANT agrees not to change any locks on doors or mailboxes *without* first obtaining the LANDLORDS written permission. Having obtained written permission, the TENANT agrees to pay for changing the locks and to provide the LANDLORD with one duplicate key per lock.

3.5 WASHERS AND/OR DRYERS

(if applicable) Usage of washers and/or dryers on premises are approved for use by the tenants. The Owner has discretion and may change laundry units to coin operable during the term of the lease. Washer/Dryers are considered a luxury. Should either of the units become inoperable during the term of the lease, the LANDLORD may decide not to repair or replace. Tenants using laundry areas are expected to clean and maintain laundry areas. If the laundry area must be cleaned by an outsider service the charge will be passed on to all tenants.

3.6 EXTREME WEATHER

In the event of extreme weather the tenant may be expected to do any or all of the following with or without a reminder from the management company. Heat must be maintained in unit from October 15- April 15 each year. If temperatures reach below freezing it is expected that each tenant keeps the heat at a minimum of 60 degrees in every room. When the temperature reaches or is expected to reach below 15 degrees you must leave your water on a small drip in the kitchen each night during the extreme cold to prevent pipes from freezing. Failure to maintain heat or follow these precautions will result in tenant being charged the repair costs for the damage to the property.

By initialing below, you acknowledge and agree to the terms in Section 3.

X KF
Kendall Ford

4. General Clauses

4.1 HEATING

THE USE OF SPACE HEATERS IS PROHIBITED! All units have heat available and that source of heat is what must be utilized.

(where applicable) Oil Heat. You must get your oil delivery company approved in writing prior to your first oil delivery. This is due to service contracts on our heating systems. If you fail to get your oil delivery service approved and it voids our service contract, you will be responsible to reimburse the owner for the cost of one year of the service contract. **Never let the tank run dry. This could severely damage the boiler and the repair or replacement will be at the tenants expense. Never use kerosene or any other liquid other than oil in the tank. Tank must never be below 1/4 tank.** Tenant is responsible to fill the tank upon lease end. Any cost to fill tank will be the responsibility of the tenant and will be deducted from the security deposit. The tenant is responsible for service calls to restart unit and cleaning unit if it is a result of tenant letting the tank run dry or other misuse.

4.2 LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

If Property was built before 1978 the following applies.

Lead Hazards disclosure Requirements

The Residential Lead -Based Paint Hazard Reduction Act says that any Landlord of a property built before 1978 must give the Tenant an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The landlord also must tell the Tenant and the Broker for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. The Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a Pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to the tenants before the Landlord starts any major renovations on a Pre-1978 structure. The Act does not apply to housing built in 1978 or later:

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting Pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. The Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

(A) **The Landlord does not know of any lead-based paint or lead-based paint hazards on the Property.**

(B) **The Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property.**

(C) The Tenant agrees with the following statements:

I/Tenant have received the pamphlet *Protect Your Family From Lead In Your Home*.

I/Tenant have read the information given to me by my Landlord in paragraph 1.24 (A) and (B) above, if any.

I/Tenant have received all records and reports that the Landlord in paragraph 1.24 (A) and (B) above, if any.

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

4.3 INSURANCE AND RELEASE

(A) The Tenant understands that the Landlords insurance does not cover the Tenant, the Tenant's property, or the Tenants guests. The Tenant is advised to obtain property and liability insurance to protect the Tenant, the Tenant's property and the Tenants guests who may be injured while on the Property. THE TENANT acknowledges that the OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of GOD, acts of others and/or other causes, the OWNER should not be held liable for such losses. THE TENANT is hereby advised to obtain their own insurance policy to cover any personal losses.

(x) **IF CHECKED**, the Tenant must have insurance policies providing at least \$10,000 property insurance and \$100,000 liability insurance to protect the Tenant, the Tenants property and the Tenants guests who may be injured on the Property. The Tenant must maintain this insurance through the entire Term and any Renewal Term. The Tenant will provide proof of insurance upon request. The Tenant will notify the Landlord within 10 days of changes to or cancellation of these policies.

(B) The Landlord is not legally responsible for any injury or damage to the Tenant or the Tenant's guests that occurs on the Property.

(C) The Tenant is responsible for any loss to the Landlord caused by the Tenant, the Tenant's family or the Tenant's guests, including attorney's fees associated with that loss.

(D) **SAFETY:** You or any guest or tenant under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact your representative. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

4.4 HOLDOVER TENANTS

If the Tenant occupies the Property after the Ending Date or end of any Renewal Term, the Tenant will be considered a holdover tenant and will be causing the Landlord damages. These damages will be equal to (3) times the monthly Rent plus any lodging expenses of the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

4.5 TENANT ENDING LEASE EARLY

The Tenant may **NOT** end this Lease and move out of the Property before the Ending Date of the Lease or any Renewal Term **UNLESS the Tenant does all of the following:**

(A) The Tenant continues to pay all Rent until the Ending Date of the Lease, or any Renewal Term, or until a new Tenant is approved by Landlord and a new lease takes effect, whichever happens first, **AND**

(B) The Tenant gives the Landlord at least 60 days written notice **AND**

(C) The Tenant pays the Landlord a Termination Fee of (2 Months Rent) above and beyond the monthly rental amount to pay for fees associated with marketing and releasing the unit. The 2 months fee must be received before written consent of the Landlord will be given.

4.6 ABANDONMENT

If any legal action or proceedings are brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

(A) The Tenant has abandoned the Property if:

1. The Tenant has physically vacated the premises, removed substantially all personal property, OR
2. A court grants the Landlord possession of the Property.

(B) If the Tenant abandons Property while Rent is due and unpaid, the Landlord may take possession of the Property and immediately rent the Property to another Tenant.

(C) If the Tenant abandons OR moves out of the Property, the Tenant will:

1. Remove all of the Tenants personal property, AND
2. Provide a forwarding address or written notice stating that the Tenant has vacated the premises, AND
3. Contact the landlord within (10) days regarding the Tenant's intent to remove any remaining personal property.

(a.) If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the landlord's choosing for thirty (30) days.

(b.) If no communication is made to the landlord within ten (10) days, the property may be disposed of at the end of the ten days at the discretion of the Landlord and the tenant will pay all costs related to the removal and/or storage. Communication must be in written form.

THE TENANT CONSENTS TO REMOVAL OF ALL BELONGINGS WITHIN TEN DAYS WITHOUT FURTHER COMMUNICATION FROM THE LANDLORD OF LANDLORDS INTENT TO DISPOSE.

4.7 LANDLORD REMEDIES IF TENANT BREACHES LEASE

(A) If Tenant breaches Lease for any reason, the Landlords remedies may include any or all of the following:

1. Taking possession of the Property by going to court to evict the Tenant. The Tenant agrees to pay the Landlords legal fees and reasonable costs, including the cost for the Landlord and the Landlords agent to attend court hearings.
2. Filing a lawsuit against a Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If the Landlord wins (gets a money judgement against a Tenant), the Landlord may use the court process to garnish the Tenant's wages and take the Tenant's personal goods, furniture, motor vehicles and money in banks.
3. Keeping the Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.

(B) If a Tenant breaches the Lease for any reason, the Landlord can begin eviction proceedings without written notice, unless otherwise required by local ordinances.

(C) We begin evictions on DAY 4 for non- payment of rent.

THE TENANT WILL BE CHARGED THE COST OF EACH COURT FILING AND \$150.00 ADMINISTRATIVE FEE FOR COURT APPEARANCE.

THE TENANT WAIVES OR GIVES UP THE TENANT'S RIGHT TO A NOTICE TO QUIT WHEN SIGNING THIS LEASE

4.8 SALE OF PROPERTY

(A) If Property is sold, the Landlord will give the Tenant in writing:

1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new Landlord.
2. The name, address, and phone number of the new landlord and where Rent is to be paid, if known.

(B) The Tenant agrees that the Landlord may transfer the Tenants Security Deposit and advance Rent to the new landlord.

(C) The Landlords responsibilities to the Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

(D) If the Landlord sells the Property during the Lease or any Renewal Term, the Landlord has the right to terminate this Lease if the

Landlord gives written notice to a Tenant at least (30) days prior to the Settlement Date of the Property as defined in the agreement of sale. The Tenant is not entitled to any payment of damages.

4.9 TENANTS RIGHTS

(A) The Landlord cannot increase rents, decrease services, or threaten to go to court to evict the Tenant because the Tenant: (1) complains to a government agency or to the Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses a Tenant's legal rights in a lawful manner.

(B) The Landlord or property owner may have a mortgage on the Property. The right of the mortgage lender comes before the rights of the Tenant. For example, if the Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. The Landlord will notify the Tenant immediately if the Owner or the Landlord receive a notice of foreclosure.

(C) The government or other public authority may take private property. This is called condemnation. If any part of the property is taken, the landlord will reduce the Tenant's rent proportionally. If all the property is taken, the lease will end, the tenant will move out and the remaining security will be released to the tenant.

4.10 PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

4.11 ENTIRE AGREEMENT

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

4.12 PARTIAL INVALIDITY

Nothing contained in this agreement shall be constructed as waiving any of the landlords or tenants rights under the law. If any part of this agreement shall be in conflict with the law, that part shall not invalidate this agreement nor shall it affect the validity or enforceability of any other provision of this agreement.

4.13 NO WAIVER

The landlords acceptance of rent with the knowledge of any default by the tenant or waiver by the landlord of any breach of any term of this agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or exercise any right shall not be constituted as a waiver by the landlord of said term, condition and or right and shall not affect the validity or enforceability of any provision of this agreement.

4.14 LANDLORD AND TENANT ACT - DEATH OF TENANT ACT P.L. 968, NO. 116

Section 514. Death of tenant.--(a) Notwithstanding any other provision of this act or law, and if the deceased tenant is the sole tenant of the residential unit, the executor or administrator of the estate of the tenant who dies during the term of a residential lease shall have the option to terminate the lease upon fourteen days written notice to the landlord on the latter of:

- (1) The last day of the second calendar month that follows the calendar month in which the tenant dies; or
- (2) Upon surrender of the rental unit and removal of all of the tenant's personal property.

(b) Nothing under this section shall be construed to relieve the tenant's estate of liability from rent money or any other debt incurred prior to the date of termination of the lease, including damages to the premises and any expenses the landlord may incur as a direct result of the tenant's death, except that the tenant's estate shall not be liable for damages or any other penalty for breach or inadequate notice as a result of terminating a lease under subsection (a).

4.15 EXPEDITED EVICTION OF DRUG TRAFFICKERS

Persons who commit drug distribution offenses or drug use on or in the immediate vicinity of the lease residential premises or who permit or tolerate such offenses to be committed violate the rights and jeopardize the health and safety of other tenants, residents and onsite employees of the premises.

It is the policy of the Commonwealth to ensure the **swift eviction and removal of persons** who engage in certain drug-related criminal activity on or in the immediate vicinity of leased residential premises or who permit members of their households or guests to engage in this criminal activity on or in the immediate vicinity of the premises.

Tenants have an obligation to take actions reasonable and necessary under the circumstances to prevent the commission of drug related criminal activity within their individual rental units and to prevent members of their households and guests from committing such criminal activity on or in the immediate vicinity of any portion of the leased residential premises.

It is the policy of the Commonwealth to ensure that the causes of action and remedies authorized by this act are heard by the courts on an **expedited and priority basis so as to evict and remove** as soon as practical **all persons** who engage in drug-related criminal activity on or in the immediate vicinity of leased residential premises or **who allow** such criminal activity to occur.

The landlord shall be entitled to collect due rent and owing from the tenant during the pendency of a civil action brought under this act.

By initialing below, you acknowledge and agree to the terms in Section 4.

X KF
Kendall Ford

5. Residency and Financials For Garage/Parking

5.1 CHANGE IN LEASE TERMS ADDENDUM TO RESIDENTIAL LEASE

Property Address:

951 W Court Street, Unit #5, Allentown Pennsylvania, 18101

Landlord: Empire Capital Fund 1 LLC

Tenant: Ethan T. Canaris, Wilca N. Montero

5.2 GARAGE/PARKING OR STORAGE/SHED

You shall pay \$100.00 for the garage at 951 W. Court Street, #5, Allentown

You will now be responsible for 1 garage rental located at 951 W. Court Street.

Start Date is: 10/15/2025

End Date is: 10/31/2026

5.3 RENT

The Tenant will pay a fee of (\$50) for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

5.4 KEYS AND LOCKS

All deadbolt locks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost of all key and lock replacements. **You shall not change the locks or add a deadbolt lock without our written consent.**

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

The TENANT will be given key(s) to the premises and **mailbox key(s)** (if applicable). If all keys are not returned to the OWNER following termination of lease, the TENANT shall be charged **\$35.00 for each key not returned**. The TENANT agrees not to change any locks on doors or mailboxes *without* first obtaining the LANDLORDS written permission. Having obtained written permission, the TENANT agrees to pay for changing the locks and to provide the LANDLORD with one duplicate key per lock.

5.5 CONDITION OF PREMISES AND ALTERATIONS

You accept the garage/storage space as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

5.6 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

5.7 RESPONSIBILITIES

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the property and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; bed bugs, fleas or any other pest control; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

5.8 GENERAL CLAUSES/RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Replacements and Subletting

Replacing a resident, subletting, or assignment is not allowed under the terms of this lease.

5.9 NOTICE TO VACATE

Tenant agrees to give 30 days written notice to vacate prior to the expiration of the lease. Failure to give proper notice will result in forfeiture of security deposit.

5.10 LANDLORD AND TENANT ACT - DEATH OF TENANT ACT P.L. 968, NO. 116

Section 514. Death of tenant.--(a) Notwithstanding any other provision of this act or law, and if the deceased tenant is the sole tenant of the residential unit, the executor or administrator of the estate of the tenant who dies during the term of a residential lease shall have the option to terminate the lease upon fourteen days written notice to the landlord on the latter of:

- (1) The last day of the second calendar month that follows the calendar month in which the tenant dies; or
- (2) upon surrender of the rental unit and removal of all of the tenant's personal property.

(b) Nothing under this section shall be construed to relieve the tenant's estate of liability for rent money or any other debt incurred prior to the date of termination of the lease, including damages to the premises and any expenses the landlord may incur as a direct result of the tenant's death, except that the tenant's estate shall not be liable for damages or any other penalty for breach or inadequate notice as a result of terminating a lease under subsection (a).

5.11 EXPEDITED EVICTION OF DRUG TRAFFICKERS

Persons who commit drug distribution offenses or drug use on or in the immediate vicinity of the lease residential premises or who permit or tolerate such offenses to be committed violate the rights and jeopardize the health and safety of other tenants, residents and onsite employees of the premises.

It is the policy of the Commonwealth to ensure the **swift eviction and removal of persons** who engage in certain drug-related criminal activity on or in the immediate vicinity of leased residential premises or who permit members of their households or guests to engage in this criminal activity on or in the immediate vicinity of the premises.

Tenants have an obligation to take actions reasonable and necessary under the circumstances to prevent the commission of drug related criminal activity within their individual rental units and to prevent members of their households and guests from committing such criminal activity on or in the immediate vicinity of any portion of the leased residential premises.

It is the policy of the Commonwealth to ensure that the causes of action and remedies authorized by this act are heard by the courts on an **expedited and priority basis so as to evict and remove** as soon as practical **all persons** who engage in drug-related criminal activity on or in the immediate vicinity of leased residential premises or **who allow** such criminal activity to occur.

The landlord shall be entitled to collect due rent and owing from the tenant during the pendency of a civil action brought under this act.

5.12 HEATING

THE USE OF SPACE HEATERS IS PROHIBITED!

(where applicable) Oil Heat. You must get your oil delivery company approved in writing prior to your first oil delivery. This is due to

service contracts on our heating systems. If you fail to get your oil delivery service approved and it voids our service contract, you will be responsible to reimburse the owner for the cost of one year of the service contract. **Never let the tank run dry. This could severely damage the boiler and the repair or replacement will be at the tenants expense. Never use kerosene or any other liquid other than oil in the tank. Tank must never be below 1/4 tank.** Tenant is responsible to fill the tank upon lease end. Any cost to fill tank will be the responsibility of the tenant and will be deducted from the security deposit. The tenant is responsible for service calls to restart unit and cleaning unit if it is a result of tenant letting the tank run dry or other misuse.

By signing below, you acknowledge and agree to the terms in Section 5.

X Kendall Ford

Lessee

IP Address: 174.175.106.23
02/01/2026 08:47am EST



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

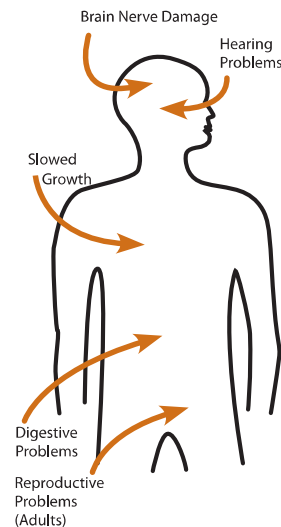
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
January 2020

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Empire Property Management

2505 Newburg Road • Easton, PA 18045
(610) 333-4250



6

Lead_Based_Pamphlet.pdf

X *Kendall Ford*

Lessee

IP Address: 174.175.106.23
02/01/2026 08:47am EST

Empire Property Management

2505 Newburg Road • Easton, PA 18045
(610) 333-4250



7. Sign and Accept

7.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X Kendall Ford

Lessee

IP Address: 174.175.106.23

02/01/2026 08:47am EST

*X Jennifer de Jesus- agent for
landlord*

Lessor

IP Address: 112.210.140.208

02/02/2026 01:15pm EST

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



1. Residency and Financials

1.1 PARTIES

TENANT(S): Davane A. Downer

TENANTS MAILING ADDRESS:

73 S Welles St Unit 3
Wilkes-Barre, PA 18702

LANDLORD(S): 73 Sth Welles St LLC

LANDLORDS MAILING ADDRESS : 456 Union Blvd Allentown PA, 18109

1.2 TENANTS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Tenant is not represented by a broker.

Licensee(s) is: N/A

1.3 LANDLORDS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Empire Property Management Group LLC

456 Union Blvd Allentown PA, 18109

Seller/Landlord Agent

Licensee(s) (Name): Jennifer de Jesus

Licensee is: Landlord Agent -represents Landlord only

1.4 DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents a Tenant and a Landlord in the same transaction. All of the Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for the Tenant and the Landlord. If the same Licensee is designated for a Tenant and a Landlord, the Licensee is a Dual Agent.

By signing this Agreement, the Tenant and the Landlord each acknowledge having been previously informed of and consented to, dual agency, if applicable.

1.5 EMPIRE PROPERTY MANAGMENT

This Lease Contract is between you, the undersigned Tenant(s):

Davane A. Downer

and us, the owner/agent:

73 Sth Welles St LLC

You've agreed to rent the property located at

73 S Welles St Unit 3
Wilkes-Barre, PA 18702

for use as a private residence only. The terms "you" and "your" refer to all tenants listed above. The terms "we," "us" and "our" refer to the owner/agent listed.

1.6 LEASE DATE AND RESPONSIBILITIES

This Lease for the property, dated 05/07/2025 is between the Landlord and the Tenant. Each Tenant is jointly and severally responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

1.7 CO-SIGNERS

Co-signers:

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 Landlords prior written permission.

Jointly & Severally: The undersigned TENANTS are jointly and severally responsible and liable for all obligations under this agreement.

1.8 PROPERTY CONTACT INFORMATION

Rental Payments

Payable to: Empire Property Management Group LLC. Phone: 610-333-4250

Address: 456 Union Blvd Allentown PA, 18109

Maintenance Requests

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

Emergency Maintenance Contact

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

1.9 STARTING AND ENDING DATES OF LEASE

A) Starting date: 05/07/2025 , at 9 a.m.

B) Ending date: 05/06/2026 , at 12 p.m.

Possession:

A) Tenant may move in (take possession of the property) on the starting date of this lease

B) if the tenant cannot move in within 0 days after starting date because the previous tenant is still there or because of property damages which makes the Property unsafe, unsanitary, or unfit, for human habitation, Tenant's exclusive rights are to:

1) Change the starting date of the Lease to the day when the Property is available. Tenant will not owe or be charged Rent until the property is available; **OR**

2) End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of the Landlord or Tenant.

1.10 RENEWAL TERM

(A) This Lease will **AUTOMATICALLY RENEW** for a renewal term of **1 year (12-months) with a minimum increase of 5%** at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires the Tenant or the Landlord to give at least (60) days written notice before Ending Date or before the end of any renewal term.

(B) If notice is given later than required, rent is due for the entirety of the Renewal Term.

(C) Any renewal will be according to the terms of this Lease or any written changes to it.

1.11 RENT

(A) Rent is due in advance, without demand, on or before the (1st day) of each month (due date).

(B) The Rent due each month is \$

Rent Income \$995.00

Total: \$995.00

(C) If Rent is more than (3) days late, the Tenant pays a Late Charge of the following : 5% on day 4 and \$5 each additional day.

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

(E) The Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before it will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayments will be applied to the month's Rent that would be due next.

(F) The Tenant will pay a fee of (\$50) for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

(G) The Landlord will accept the following methods of payment: (x) Money Order (x) Personal Check (x) Credit Card (x) Cashier's Check (x) Online Payments. Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

(H) The first \$

Rent Income \$995.00

Total: \$995.00

of Rent due will be made payable to Empire Property Management Group. First Month's rent must be paid with a money order or cashier's check (unless paying at least 7 days before move in).

Security deposit is due within 48 hours of the lease being signed, this must be paid online. If move in is less than 7 days away security must be paid with a money order or certified check.

(I) The Security Deposit may not be used to pay Rent during the Term of Renewal of this Lease.

(J) You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/ reported to a credit and/or tenant reporting agency and may create a negative credit record on your report.

1.12 SECURITY

(A) Security Deposit will be held in escrow by Empire Property Management Group LLC

Financial institution address: Wells Fargo, 1300 Uhler Road, Easton, PA 18040

(B) Security Deposit: The total security deposit at the time of execution of this Lease Contract for \$900.00 , is due within 48 hours after the Lease Contract is counter signed to secure and hold the property for you.

(C) First months rent:

Rent Income \$995.00

Total: \$995.00

(D) If the lease is fully executed and the tenant(s) do not move into the property for any reason, the security deposit will remain with the owner.

1.13 APPLIANCES INCLUDED

Appliances Included: Refrigerator and Gas Oven/Range

The Landlord is responsible for repairs on all appliances listed above except for washer/dryers. If there is a washer or dryer on the premise,

the landlord is not responsible for any repairs. The landlord is not required to replace the washer/dryer if they stop functioning.

1.14 UTILITIES

The Landlord and the Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is not marked as being paid for by the Landlord, it is the responsibility of the Tenant to pay for that service. The Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlords control. Utility accounts paid by the Tenant must remain active in the Tenants name until the end of the lease term. The Tenant will notify the Landlord if the Tenant receives any notices from the utility companies of a pending termination of service(s). The Tenant will be in default of this Lease if all utilities and services for which the Tenant is responsible do not remain active.

If the tenant is required to pay for water/sewer, the tenant will be billed separately for this bill and it becomes a part of the rent due on the next rent payment due date. Water usage may be verified in different ways including, an individual bill directly from the water/sewer authority or by other means such as RUBS (ratio utility Billing). If there is no method to determine usage a flat rate may be assessed for the utility charge. Please see the list of utilities under tenant paid utilities to see if this applies.

Landlord pays: Water/Sewer

THE TENANT is expected to pay for Utilities as specified in the lease as well as phone, cable, internet (if applicable). THE TENANT must call utility companies to handle billing **PRIOR** to lease term beginning. THE TENANTS FAILURE to switch utilities into the Tenants name, will result in a fee of \$100 plus pro-rated cost of utility bill. The payment will be due within 3 days of the Tenants receipt of the bill. Said failure to switch utilities into the Tenants name may constitute a breach of the lease agreement at which point the Tenant waives his/her right to a notice to evict should the Tenant not switch utility/utilities into the Tenants name. If the owner is not indicated as being responsible for grass/shrubbery care & snow/ice removal, it is the tenants responsibility to do it. If the tenant fails to do so and we are required to send an outside vendor to prevent citations from the city, town, township, borough or municipality, **the tenant will be charged back for this service.**

Tenant pays all other utilities, bills or annual dues associated with the property.

If in the case that a common utility becomes segregated and specific to each unit, the utility will then become the responsibility of the tenant.

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

X D
Davane A. Downer

2. Policies and Procedures

2.1 USE OF PROPERTY AND AUTHORIZED OCCUPANTS

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

(B) Only the occupants listed here are permitted as additional occupants. List all other occupants who are not listed as Tenants in this Lease.

(C) Guest(s) staying over 7 days without written consent of OWNER shall be considered a breach of this agreement. **ONLY** the individuals listed on this lease agreement, **AND NO OTHERS**, shall occupy the subject residence for more than 3 days unless the expressed written consent of the PROPERTY MGR is obtained in advance. **If during the term of the lease the Property Manger approves in writing additional occupants, an additional rental fee will apply.**

(D) The Tenant is responsible for the Tenants family and guests obeying the Rules and Regulations and all laws.

(E) If any fine is imposed on the Landlord because of the actions of the Tenant, or the Tenant's family or guests, the Tenant will reimburse the Landlord or pay the fine(s). Any unpaid fines will be considered Additional Rent.

(F) Tenant may not sublease without Landlord's written consent.

2.2 LANDLORDS RIGHT TO ENTER

(A) The Tenant agrees that the Landlord or the Landlords Representatives may enter the Property Monday through Sunday 9:00 a.m. to 9:00 p.m to inspect, repair, or show the Property. The Tenant does not have to allow possible tenants or other licensees to enter unless they are

with the Landlord or the Landlords Representative, or they have written permission from the Landlord.

(B) When possible, the Landlord will give the Tenant 24 hours notice of the date, time and reason for the visit.

(C) In emergencies, the Landlord may enter Property without notice. If the Tenant is not present, the Landlord will notify the Tenant who was there and why within 24 hours of the visit.

(D) The Landlord may put up For Sale, or For Rent signs, use lock boxes and take pictures and video(s) on or near Property.

(E) The Landlord or Landlords Representative may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. Per The Doctrine of Waste, the landlord/landlords representative has the right to conduct quarterly inspections on the property and unit to inspect over all building health, potential maintenance and compliance issues. It is the responsibility of the tenant to secure any pets at the time of the inspection. The Landlord or Landlords Representative shall give 24 hours advance notice and may enter for the purpose of showing the premises to prospective renters, buyers, lenders, for smoke alarm inspections and/or for normal inspections and repairs. The Landlord or the Landlords Representative is permitted to make all alterations, repairs and maintenance that in the Landlord or the Landlords Representative judgment is necessary to perform.

(F) Immediately upon notice of intent to move, abandonment, termination date of lease, etc. The Landlord or the Landlords Representative will begin showing the property for rent to prospective tenants. The tenant will always be provided 24 hours notice but may not in any way prevent or deny showings. Failure to comply will immediately forfeit your entire security deposit.

2.3 PETS

The Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum (if applicable). The addendum must be in writing and signed by both the landlord and the tenant to be valid.

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have authorized it in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we will charge you for defleaing, deodorizing, and shampooing.

2.4 CONDITION OF PROPERTY AT MOVE IN

WITHIN 5 DAYS OF MOVE IN DATE: THE TENANT must provide PROPERTY MGR written confirmation (move in check list) that everything is acceptable. THE TENANT has 5 days after start date of lease to let PROPERTY MGR know of any repairs or issues with the home. After 5 days and for duration of lease THE TENANT is expected to notify PROPERTY MGR, in writing, of any issues regarding the property and repairs needed. If THE TENANT fails to notify PROPERTY MANAGER in a timely manner and it causes further damage to the property, THE TENANT will be responsible for the damage due to neglect.

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

2.5 RETURN OF SECURITY DEPOSITS

(A) You, the tenant will give us a written notice with your intent to vacate 60 (sixty) days prior to the date of expiration of the Lease Contract. You, the tenant must also surrender keys AND provide a forwarding address to be eligible for a security deposit refund. You agree by signing this lease that if you do not provide a forwarding address AND surrender keys, you are forfeiting your deposit.

(B) When the tenant moves from the property, the tenant will return all keys and give the landlord written notice of the tenants new mailing address where the Landlord can return the Security Deposit.

(C) Within 30 days after the tenant moves from the property, the Landlord will give the tenant a written list of any damage to the Property for which the Landlord claims the tenant is responsible.

(D) Surrender, abandonment and eviction ends your right of possession for all purposes and gives us the immediate right to: Clean up, make repairs in and re let the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment and eviction affect your rights to property left in the apartment. Surrender, abandonment and eviction do not affect our mitigation obligations.


CHARGES WILL BE APPLIED TO THE TENANT FOR: a) any unpaid rent, b) additional rent, c) cleaning costs, d) key replacement cost, e) cost for repair of damages to the premises above normal wear and tear, (above normal wear and tear is anything that would cost the owner money prior to re-renting the unit) f) loss due to early termination of lease, g) unpaid utilities, h) service charges not reimbursed i) replacement cost of our property that was in or attached to the apartment/housing and is missing or damaged (ex. furniture) j) missing or burned out light bulbs, k) removing or re-keying unauthorized security devices or alarm systems. l) packing, removing or storing tenants property, m) removing illegally parked vehicles, n) animal related charges, o) government fees or fines against us for violation by (you, your occupant, or your guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; bed bugs, fleas or any other pest control; late-payment and returned-check charges, plus attorney's fees, court costs and filing fees actually paid; and other sums due

under this lease contract.

2.6 NO SMOKING

There will be no smoking or vaping inside of the rental unit. Smoking is outside only. Any damage done by smoking inside the unit will be charged to the tenant.

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

X 
Davane A. Downer

3. Responsibilities

3.1 TENANTS CARE OF PROPERTY

(A) The Tenant will: The TENANT shall comply with all house rules stated here and in the lease which are deemed part of this rental agreement. A violation of any of the house rules is considered a breach of this agreement.

1. Keep the Property clean and safe. Common areas (if applicable) are for use by all tenants and include front porch, basement, rear yard and side yard. TENANTS are expected to care for grounds and maintain them during use. Any damage will be the responsibility of TENANT(S).
2. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
3. Notify the Landlord **immediately** of any repairs needed and of any potentially harmful or environmental conditions. Failure of the tenant to report any repairs needed that cause additional damage to the property **will be charged back to the tenant due to said failure.**
4. Obey all federal, state and local laws that relate to the Property.
5. Clean up after service animals on the Property, including common areas.
6. **PARKING:** (If applicable, where there is not off-street parking) Parking is on-street. The tenant is required to obey all city regulations regarding parking (i.e. street cleaning, no parking zones, etc.) No fees/fines/towing expenses will be paid for by the landlord. **You will park on the property at your own risk.** We may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio and fire lanes.
7. THE TENANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another TENANT and/or neighbor. Said noise and activity shall be a breach of this agreement.
8. THE TENANT shall deposit garbage and waste in a clean and sanitary manner into the proper receptacles and shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. Refuse may only be placed at the curb on the appropriate pick-up dates and may only be placed between the hours of 6 p.m. to 10 p.m. THE TENANT is requested to help police with the placing of refuse outside of the 6 p.m. to 10 p.m. hours and to alert other TENANT(S) if it is observed that the TENANT(S) is violating the rule. Any fines for refuse violations will be divided equally among all occupied tenants. Tenants are expected to obey city/township requirements for recycling which include any fees associated with obtaining the proper recycling bins required by the municipality. Tenants will not be reimbursed for the recycling containers. Refusal to obey the local municipality requirements for recycling is considered a breach of this lease.
9. THE TENANT shall be responsible for keeping the kitchen and bathroom drains free of anything other than toilet paper. (NO WIPES - flush-able or not, NO GREASE, NO SANITARY products). THE TENANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. In addition, THE TENANT shall pay for any item or cause due to THE TENANTS negligence to property. THE TENANT stipulates that he or she has examined the demised premises, including grounds, buildings and improvements and that they are, at the time of this lease, in good order, repair, and in a safe, clean and tenant able condition. THE TENANT is responsible for helping to keep the common areas of sidewalks, stairwells, and common area on the floor of said unit clean, free of debris, and in a broom-swept condition.

(B) The Tenant will not:

Keep flammable, hazardous or explosive materials on the Property.

1. Destroy, damage or deface any part of the Property or common area.
2. Disturb the peace and quiet of other tenants or neighbors.
3. Make changes to the property, such as painting or remodeling, without the written permission of the Landlord. Tenant agrees that any

changes or improvements will belong to the Landlord.

4. Perform any maintenance or repairs on the Property.
5. **No smoking anywhere indoors.** If the TENANT or guests of resident smoke outdoors, they are expected to dispose of items properly. ANY litter on the property will be considered a breach of this lease AND clean up costs will be the responsibility of the TENANT.
6. **THE TENANT MAY NOT** paint, wallpaper, alter, redecorate, change or install locks, install antenna/satellite dish or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD or the Landlords Representative. No liquid filled furniture, receptacle containing more than 10 gallons of liquid is permitted without prior written consent and meeting the requirements of the LANDLORD or the Landlords Representative. The TENANT also agrees to carry insurance deemed appropriate by the LANDLORD or the Landlords Representative to cover possible losses that may be caused by such items. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Lessee will not have any items of illegal nature on said premises prohibited by law.

(C) The Tenant will have breached this Lease and will be responsible for damages if the Tenant does not comply with (A) and (B).

(D) The Tenant is responsible to pay the costs for repairing any damage that is the fault of the Tenant, the Tenant's family, guests and /or service animals.

(E) The TENANT will be responsible for pest control, if the cause is due to the TENANTS **uncleanliness**.

(F) The **Tenant is responsible** to have carpets (if applicable) professionally cleaned upon move out. The Tenant will have the cost of professionally cleaning deducted from the security deposit should it not be done. A receipt must be turned into property manager.

(G) The Tenant must thoroughly clean the unit upon move out, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you DO NOT clean adequately, you will be liable for reasonable cleaning charges.

(H) The Tenant will pay for bed bug treatment should their unit have bed bugs. The tenant will also pay for any other units or treatment to the property necessary to keep the problem from spreading. Tenants may not treat bed bugs on their own. Tenants must notify the property manager immediately if they suspect bed bugs. The landlord suggests that each bed is covered with a bed bug preventative cover

3.2 DETECTORS AND FIRE PROTECTION SYSTEMS

(A) The Landlord has installed smoke detectors, carbon monoxide detectors and/or fire extinguishers in the property where required by the local municipality. The tenant will maintain and regularly test detectors to be sure they are in working order and will replace detector batteries as needed. If you install a new battery and you continue to hear a chirping noise, try installing another battery. If you continue to hear the chirping noise after you have tried a second battery, it is likely the detector may need to be replaced. If this is the case, **place a maintenance request immediately by calling 1-800-452-7763 or via your tenant portal**. Upon our Field Technicians quarterly inspection, if he has noticed that you are either in need of changing a battery yourself or you have removed the smoke detector completely, he will install a new battery at the charge to you of **\$10 per battery**. If it is a smoke detector missing, you will be charged **\$50 for each detector** that is missing and installed for you.

(B) The Tenant will immediately notify the Landlord or the Landlords agent of any broken or malfunctioning detectors.

(C) Failure to properly maintain detectors, replace detector batteries or notify the the Landlord or the Landlord's representative of any broken or malfunctioning detectors is a breach of this Lease.

(D) The Landlord may provide additional fire protection systems for the benefit of the Tenant.

(E) The Tenant will pay for damage to the Property if the Tenant fails to maintain or properly uses detectors or other fire protection systems. Removing smoke detectors for any reason is not permitted.

3.3 DESTRUCTION OF PROPERTY

(A) The Tenant will notify the Landlord or the Landlords agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. The Tenant will immediately notify the Landlord or the Landlords agent of any conditions in the Property that could severely damage or destroy the Property.

(B) If the Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and the Tenant will continue to pay rent, even if the Tenant cannot occupy the Property.

(C) If the Property is severely damaged or destroyed for any reason that is not the fault of the Tenant:

1. The Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by the Tenant and the Landlord until the damage is repaired, OR
2. If the law does not allow the Tenant to live on the Property, this Lease is ended.

(D) If the Lease is ended, the Landlord will return any unused security deposit to the Tenant.

rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to the tenants before the Landlord starts any major renovations on a Pre-1978 structure. The Act does not apply to housing built in 1978 or later:

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting Pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. The Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

(A) **The Landlord does not know of any lead-based paint or lead-based paint hazards on the Property.**

(B) **The Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property.**

(C) The Tenant agrees with the following statements:

I/Tenant have received the pamphlet *Protect Your Family From Lead In Your Home*.

I/Tenant have read the information given to me by my Landlord in paragraph 1.24 (A) and (B) above, if any.

I/Tenant have received all records and reports that the Landlord in paragraph 1.24 (A) and (B) above, if any.

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

4.3 INSURANCE AND RELEASE

(A) The Tenant understands that the Landlords insurance does not cover the Tenant, the Tenant's property, or the Tenants guests. The Tenant is advised to obtain property and liability insurance to protect the Tenant, the Tenant's property and the Tenants guests who may be injured while on the Property. THE TENANT acknowledges that the OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of GOD, acts of others and/or other causes, the OWNER should not be held liable for such losses. THE TENANT is hereby advised to obtain their own insurance policy to cover any personal losses.

(x) **IF CHECKED**, the Tenant must have insurance policies providing at least \$10,000 property insurance and \$100,000 liability insurance to protect the Tenant, the Tenants property and the Tenants guests who may be injured on the Property. The Tenant must maintain this insurance through the entire Term and any Renewal Term. The Tenant will provide proof of insurance upon request. The Tenant will notify the Landlord within 10 days of changes to or cancellation of these policies.

(B) The Landlord is not legally responsible for any injury or damage to the Tenant or the Tenant's guests that occurs on the Property.

(C) The Tenant is responsible for any loss to the Landlord caused by the Tenant, the Tenant's family or the Tenant's guests, including attorney's fees associated with that loss.

(D) **SAFETY:** You or any guest or tenant under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact your representative. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

4.4 HOLDOVER TENANTS

If the Tenant occupies the Property after the Ending Date or end of any Renewal Term, the Tenant will be considered a holdover tenant and will be causing the Landlord damages. These damages will be equal to (3) times the monthly Rent plus any lodging expenses of the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

4.5 TENANT ENDING LEASE EARLY

The Tenant may **NOT** end this Lease and move out of the Property before the Ending Date of the Lease or any Renewal Term **UNLESS the Tenant does all of the following:**

(A) The Tenant continues to pay all Rent until the Ending Date of the Lease, or any Renewal Term, or until a new Tenant is approved by Landlord and a new lease takes effect, whichever happens first, **AND**

(B) The Tenant gives the Landlord at least 60 days written notice **AND**

(C) The Tenant pays the Landlord a Termination Fee of (2 Months Rent) above and beyond the monthly rental amount to pay for fees associated with marketing and releasing the unit. The 2 months fee must be received before written consent of the Landlord will be given.

4.6 ABANDONMENT

If any legal action or proceedings are brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

(A) The Tenant has abandoned the Property if:

1. The Tenant has physically vacated the premises, removed substantially all personal property, OR
2. A court grants the Landlord possession of the Property.

(B) If the Tenant abandons Property while Rent is due and unpaid, the Landlord may take possession of the Property and immediately rent the Property to another Tenant.

(C) If the Tenant abandons OR moves out of the Property, the Tenant will:

1. Remove all of the Tenant's personal property, AND
2. Provide a forwarding address or written notice stating that the Tenant has vacated the premises, AND
3. Contact the landlord within (10) days regarding the Tenant's intent to remove any remaining personal property.

(a.) If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the landlord's choosing for thirty (30) days.

(b.) If no communication is made to the landlord within ten (10) days, the property may be disposed of at the end of the ten days at the discretion of the Landlord and the tenant will pay all costs related to the removal and/or storage. Communication must be in written form.

THE TENANT CONSENTS TO REMOVAL OF ALL BELONGINGS WITHIN TEN DAYS WITHOUT FURTHER COMMUNICATION FROM THE LANDLORD OF LANDLORDS INTENT TO DISPOSE.

4.7 LANDLORD REMEDIES IF TENANT BREACHES LEASE

(A) If Tenant breaches Lease for any reason, the Landlord's remedies may include any or all of the following:

1. Taking possession of the Property by going to court to evict the Tenant. The Tenant agrees to pay the Landlord's legal fees and reasonable costs, including the cost for the Landlord and the Landlord's agent to attend court hearings.
2. Filing a lawsuit against a Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If the Landlord wins (gets a money judgment against a Tenant), the Landlord may use the court process to garnish the Tenant's wages and take the Tenant's personal goods, furniture, motor vehicles and money in banks.
3. Keeping the Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.

(B) If a Tenant breaches the Lease for any reason, the Landlord can begin eviction proceedings without written notice, unless otherwise required by local ordinances.

(C) We begin evictions on DAY 4 for non-payment of rent.

THE TENANT WILL BE CHARGED THE COST OF EACH COURT FILING AND \$150.00 ADMINISTRATIVE FEE FOR COURT APPEARANCE.

THE TENANT WAIVES OR GIVES UP THE TENANT'S RIGHT TO A NOTICE TO QUIT WHEN SIGNING THIS LEASE

4.8 SALE OF PROPERTY

(A) If Property is sold, the Landlord will give the Tenant in writing:

1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new Landlord.
2. The name, address, and phone number of the new landlord and where Rent is to be paid, if known.

(B) The Tenant agrees that the Landlord may transfer the Tenant's Security Deposit and advance Rent to the new landlord.

(C) The Landlord's responsibilities to the Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

(D) If the Landlord sells the Property during the Lease or any Renewal Term, the Landlord has the right to terminate this Lease if the Landlord gives written notice to a Tenant at least (30) days prior to the Settlement Date of the Property as defined in the agreement of sale. The Tenant is not entitled to any payment of damages.

4.9 TENANTS RIGHTS

(A) The Landlord cannot increase rents, decrease services, or threaten to go to court to evict the Tenant because the Tenant: (1) complains to a government agency or to the Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses a Tenant's legal rights in a lawful manner.

(B) The Landlord or property owner may have a mortgage on the Property. The right of the mortgage lender comes before the rights of the Tenant. For example, if the Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. The Landlord will notify the Tenant immediately if the Owner or the Landlord receive a notice of foreclosure.

(C) The government or other public authority may take private property. This is called condemnation. If any part of the property is taken, the landlord will reduce the Tenant's rent proportionally. If all the property is taken, the lease will end, the tenant will move out and the remaining security will be released to the tenant.

4.10 PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

4.11 ENTIRE AGREEMENT

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

4.12 PARTIAL INVALIDITY

Nothing contained in this agreement shall be constructed as waiving any of the landlords or tenants rights under the law. If any part of this agreement shall be in conflict with the law, that part shall not invalidate this agreement nor shall it affect the validity or enforceability of any other provision of this agreement.

4.13 NO WAIVER

The landlords acceptance of rent with the knowledge of any default by the tenant or waiver by the landlord of any breach of any term of this agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or exercise any right shall not be constituted as a waiver by the landlord of said term, condition and or right and shall not affect the validity or enforceability of any provision of this agreement.

4.14 LANDLORD AND TENANT ACT - DEATH OF TENANT ACT P.L. 968, NO. 116

Section 514. Death of tenant.--(a) Notwithstanding any other provision of this act or law, and if the deceased tenant is the sole tenant of the residential unit, the executor or administrator of the estate of the tenant who dies during the term of a residential lease shall have the option to terminate the lease upon fourteen days written notice to the landlord on the latter of:

- (1) The last day of the second calendar month that follows the calendar month in which the tenant dies; or
- (2) Upon surrender of the rental unit and removal of all of the tenant's personal property.

(b) Nothing under this section shall be construed to relieve the tenant's estate of liability from rent money or any other debt incurred prior to the date of termination of the lease, including damages to the premises and any expenses the landlord may incur as a direct result of the tenant's death, except that the tenant's estate shall not be liable for damages or any other penalty for breach or inadequate notice as a result of terminating a lease under subsection (a).

4.15 EXPEDITED EVICTION OF DRUG TRAFFICKERS

Persons who commit drug distribution offenses or drug use on or in the immediate vicinity of the lease residential premises or who permit or tolerate such offenses to be committed violate the rights and jeopardize the health and safety of other tenants, residents and onsite employees of the premises.

It is the policy of the Commonwealth to ensure the **swift eviction and removal of persons** who engage in certain drug-related criminal activity on or in the immediate vicinity of leased residential premises or who permit members of their households or guests to engage in this criminal activity on or in the immediate vicinity of the premises.

Tenants have an obligation to take actions reasonable and necessary under the circumstances to prevent the commission of drug related criminal activity within their individual rental units and to prevent members of their households and guests from committing such criminal activity on or in the immediate vicinity of any portion of the leased residential premises.

It is the policy of the Commonwealth to ensure that the causes of action and remedies authorized by this act are heard by the courts on an **expedited and priority basis so as to evict and remove** as soon as practical **all persons** who engage in drug-related criminal activity on or in the immediate vicinity of leased residential premises or **who allow** such criminal activity to occur.

The landlord shall be entitled to collect due rent and owing from the tenant during the pendency of a civil action brought under this act.

By initialing below, you acknowledge and agree to the terms in Section 4.

X D

Davane A. Downer

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



5. Current Condition Addendum

5.1 PARTIES TO THE CONTRACT

This Addendum (hereinafter the "Addendum") is hereby a part for all purposes of the Lease Agreement between: Jennifer DeJesus as LANDLORD AGENT - represents Landlord ONLY and Davane A. Downer as TENANT(s) for the property known as:

73 S Welles St Unit 3
Wilkes-Barre, PA 18702

Except as expressly modified herein, all terms of the Residential Lease Agreement entered into between the parties' control. The LANDLORD AGENT and the TENANT(s) hereby agree to modify the existing Residential Lease Agreement as follows:

5.2 THE FOLLOWING TERMS OF THE RESIDENTIAL LEASE ARE CHANGED AS STATED BELOW:

Tenant has inspected the unit referenced above prior to signing a lease. By signing this addendum, tenant acknowledges their intent to accept the property in the current condition. No other agreements verbal or written have been entered into other than the lease and the tenant is not requesting any work to the unit prior to occupancy.

Tenant is required by lease to submit a formal written move in- inspection form to note things that otherwise were not able to be seen at time of lease signing.

Tenant also understands that accepting the unit in current condition does not negate their responsibility under the lease agreement to notify the management company of any future repairs required

5.3 OTHER

ALL OTHER TERMS AND CONDITIONS OF THE LEASE, INCLUDING ALL OTHER TIME PERIODS, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Other if Applicable:

By signing below, you acknowledge and agree to the terms in Section 5.

X Davane Downer

Lessee

IP Address: 172.56.218.48
05/07/2025 01:30pm EDT

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



6. Sign and Accept

6.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X Dawane Downer

Lessee

IP Address: 172.56.218.48
05/07/2025 01:36pm EDT

X Jennifer de Jesus - Agent for owner

Lessor

IP Address: 24.229.141.119
05/07/2025 01:42pm EDT

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



1. Residency and Financials

1.1 PARTIES

TENANT(S): Tiana A. Chatman

TENANTS MAILING ADDRESS:

73 S Welles St Unit 1
Wilkes-Barre, PA 18702

LANDLORD(S): 73 Sth Welles St LLC

LANDLORDS MAILING ADDRESS : 456 Union Blvd Allentown PA, 18109

1.2 TENANTS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Tenant is not represented by a broker.

Licensee(s) is: N/A

1.3 LANDLORDS RELATIONSHIP WITH PA LICENSED BROKER

Broker is: Empire Property Management Group LLC

456 Union Blvd Allentown PA, 18109

Seller/Landlord Agent

Licensee(s) (Name): Jennifer de Jesus

Licensee is: Landlord Agent -represents Landlord only

1.4 DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents a Tenant and a Landlord in the same transaction. All of the Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for the Tenant and the Landlord. If the same Licensee is designated for a Tenant and a Landlord, the Licensee is a Dual Agent.

By signing this Agreement, the Tenant and the Landlord each acknowledge having been previously informed of and consented to, dual agency, if applicable.

1.5 EMPIRE PROPERTY MANAGMENT

This Lease Contract is between you, the undersigned Tenant(s):

Tiana A. Chatman

and us, the owner/agent:

73 Sth Welles St LLC

You've agreed to rent the property located at

73 S Welles St Unit 1
Wilkes-Barre, PA 18702

for use as a private residence only. The terms "you" and "your" refer to all tenants listed above. The terms "we," "us" and "our" refer to the owner/agent listed.

1.6 LEASE DATE AND RESPONSIBILITIES

This Lease for the property, dated 08/20/2025 is between the Landlord and the Tenant. Each Tenant is jointly and severally responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

1.7 CO-SIGNERS

Co-signers:

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 Landlords prior written permission.

Jointly & Severally: The undersigned TENANTS are jointly and severally responsible and liable for all obligations under this agreement.

1.8 PROPERTY CONTACT INFORMATION

Rental Payments

Payable to: Empire Property Management Group LLC. Phone: 610-333-4250

Address: 456 Union Blvd Allentown PA, 18109

Maintenance Requests

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

Emergency Maintenance Contact

Contact: Empire Property Management Group LLC. Phone: 800-452-7763

Website: www.empire4rent.com

1.9 STARTING AND ENDING DATES OF LEASE

A) Starting date: 11/01/2025 , at 9 a.m.

B) Ending date: 10/31/2026 , at 12 p.m.

Possession:

A) Tenant may move in (take possession of the property) on the starting date of this lease

B) if the tenant cannot move in within 0 days after starting date because the previous tenant is still there or because of property damages which makes the Property unsafe, unsanitary, or unfit, for human habitation, Tenant's exclusive rights are to:

1) Change the starting date of the Lease to the day when the Property is available. Tenant will not owe or be charged Rent until the property is available; **OR**

2) End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of the Landlord or Tenant.

1.10 RENEWAL TERM

(A) This Lease will **AUTOMATICALLY RENEW** for a renewal term of **1 year (12-months) with a minimum increase of 5%** at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires the Tenant or the Landlord to give at least (60) days written notice before Ending Date or before the end of any renewal term.

(B) If notice is given later than required, rent is due for the entirety of the Renewal Term.

(C) Any renewal will be according to the terms of this Lease or any written changes to it.

1.11 RENT

(A) Rent is due in advance, without demand, on or before the (1st day) of each month (due date).

(B) The Rent due each month is \$

HDC	\$797.00
Trash/Gas Heat & Hot Water	\$85.00
Rent Income	\$253.00
Total:	\$1,135.00

(C) If Rent is more than (3) days late, the Tenant pays a Late Charge of the following : 5% on day 4 and \$5 each additional day.

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

(E) The Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before it will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayments will be applied to the month's Rent that would be due next.

(F) The Tenant will pay a fee of (\$50) for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

(G) The Landlord will accept the following methods of payment: (x) Money Order (x) Personal Check (x) Credit Card (x) Cashier's Check (x) Online Payments. Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

(H) The first \$

HDC	\$797.00
Trash/Gas Heat & Hot Water	\$85.00
Rent Income	\$253.00
Total:	\$1,135.00

of Rent due will be made payable to Empire Property Management Group. First Month's rent must be paid with a money order or cashier's check (unless paying at least 7 days before move in).

Security deposit is due within 48 hours of the lease being signed, this must be paid online. If move in is less than 7 days away security must be paid with a money order or certified check.

(I) The Security Deposit may not be used to pay Rent during the Term of Renewal of this Lease.

(J) You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/ reported to a credit and/or tenant reporting agency and may create a negative credit record on your report.

1.12 SECURITY

(A) Security Deposit will be held in escrow by Empire Property Management Group LLC

Financial institution address: Wells Fargo, 1300 Uhler Road, Easton, PA 18040

(B) Security Deposit: The total security deposit at the time of execution of this Lease Contract for \$1,050.00 , is due within 48 hours after the Lease Contract is counter signed to secure and hold the property for you.

(C) First months rent:

HDC	\$797.00
Trash/Gas Heat & Hot Water	\$85.00
Rent Income	\$253.00
Total:	\$1,135.00

(D) If the lease is fully executed and the tenant(s) do not move into the property for any reason, the security deposit will remain with the owner.

1.13 APPLIANCES INCLUDED

Appliances Included: Gas Oven/Range and Refrigerator

The Landlord is responsible for repairs on all appliances listed above except for washer/dryers. If there is a washer or dryer on the premise, the landlord is not responsible for any repairs. The landlord is not required to replace the washer/dryer if they stop functioning.

1.14 UTILITIES

The Landlord and the Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is not marked as being paid for by the Landlord, it is the responsibility of the Tenant to pay for that service. The Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control. Utility accounts paid by the Tenant must remain active in the Tenant's name until the end of the lease term. The Tenant will notify the Landlord if the Tenant receives any notices from the utility companies of a pending termination of service(s). The Tenant will be in default of this Lease if all utilities and services for which the Tenant is responsible do not remain active.

If the tenant is required to pay for water/sewer, the tenant will be billed separately for this bill and it becomes a part of the rent due on the next rent payment due date. Water usage may be verified in different ways including, an individual bill directly from the water/sewer authority or by other means such as RUBS (ratio utility Billing). If there is no method to determine usage a flat rate may be assessed for the utility charge. Please see the list of utilities under tenant paid utilities to see if this applies.

Landlord pays: Water/Sewer

THE TENANT is expected to pay for Utilities as specified in the lease as well as phone, cable, internet (if applicable). THE TENANT must call utility companies to handle billing **PRIOR** to lease term beginning. THE TENANT'S FAILURE to switch utilities into the Tenant's name, will result in a fee of \$100 plus pro-rated cost of utility bill. The payment will be due within 3 days of the Tenant's receipt of the bill. Said failure to switch utilities into the Tenant's name may constitute a breach of the lease agreement at which point the Tenant waives his/her right to a notice to evict should the Tenant not switch utility/utilities into the Tenant's name. If the owner is not indicated as being responsible for grass/shrubbery care & snow/ice removal, it is the tenant's responsibility to do it. If the tenant fails to do so and we are required to send an outside vendor to prevent citations from the city, town, township, borough or municipality, **the tenant will be charged back for this service.**

Tenant pays all other utilities, bills or annual dues associated with the property.

If in the case that a common utility becomes segregated and specific to each unit, the utility will then become the responsibility of the tenant.

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

X TC
Tiana A. Chatman

2. Policies and Procedures

2.1 USE OF PROPERTY AND AUTHORIZED OCCUPANTS

- (A) The Tenant will use the Property as a residence **ONLY**.
- (B) Only the occupants listed here are permitted as additional occupants. List all other occupants who are not listed as Tenants in this Lease.
Jaden Elston
- (C) Guest(s) staying over 7 days without written consent of OWNER shall be considered a breach of this agreement. **ONLY** the individuals listed on this lease agreement, **AND NO OTHERS**, shall occupy the subject residence for more than 3 days unless the expressed written consent of the PROPERTY MGR is obtained in advance. **If during the term of the lease the Property Manger approves in writing additional occupants, an additional rental fee will apply.**
- (D) The Tenant is responsible for the Tenant's family and guests obeying the Rules and Regulations and all laws.
- (E) If any fine is imposed on the Landlord because of the actions of the Tenant, or the Tenant's family or guests, the Tenant will reimburse the Landlord or pay the fine(s). Any unpaid fines will be considered Additional Rent.

(F) Tenant may not sublease without Landlord's written consent.

2.2 LANDLORDS RIGHT TO ENTER

(A) The Tenant agrees that the Landlord or the Landlords Representatives may enter the Property Monday through Sunday 9:00 a.m. to 9:00 p.m to inspect, repair, or show the Property. The Tenant does not have to allow possible tenants or other licensees to enter unless they are with the Landlord or the Landlords Representative, or they have written permission from the Landlord.

(B) When possible, the Landlord will give the Tenant 24 hours notice of the date, time and reason for the visit.

(C) In emergencies, the Landlord may enter Property without notice. If the Tenant is not present, the Landlord will notify the Tenant who was there and why within 24 hours of the visit.

(D) The Landlord may put up For Sale, or For Rent signs, use lock boxes and take pictures and video(s) on or near Property.

(E) The Landlord or Landlords Representative may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. Per The Doctrine of Waste, the landlord/landlords representative has the right to conduct quarterly inspections on the property and unit to inspect over all building health, potential maintenance and compliance issues. It is the responsibility of the tenant to secure any pets at the time of the inspection. The Landlord or Landlords Representative shall give 24 hours advance notice and may enter for the purpose of showing the premises to prospective renters, buyers, lenders, for smoke alarm inspections and/or for normal inspections and repairs. The Landlord or the Landlords Representative is permitted to make all alterations, repairs and maintenance that in the Landlord or the Landlords Representative judgment is necessary to perform.

(F) Immediately upon notice of intent to move, abandonment, termination date of lease, etc. The Landlord or the Landlords Representative will begin showing the property for rent to prospective tenants. The tenant will always be provided 24 hours notice but may not in any way prevent or deny showings. Failure to comply will immediately forfeit your entire security deposit.

2.3 PETS

The Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum (if applicable). The addendum must be in writing and signed by both the landlord and the tenant to be valid.

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have authorized it in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we will charge you for defleaing, deodorizing, and shampooing.

2.4 CONDITION OF PROPERTY AT MOVE IN

WITHIN 5 DAYS OF MOVE IN DATE: THE TENANT must provide PROPERTY MGR written confirmation (move in check list) that everything is acceptable. THE TENANT has 5 days after start date of lease to let PROPERTY MGR know of any repairs or issues with the home. After 5 days and for duration of lease THE TENANT is expected to notify PROPERTY MGR, in writing, of any issues regarding the property and repairs needed. If THE TENANT fails to notify PROPERTY MANAGER in a timely manner and it causes further damage to the property, THE TENANT will be responsible for the damage due to neglect.

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

2.5 RETURN OF SECURITY DEPOSITS

(A) **You, the tenant will give us a written notice with your intent to vacate 60 (sixty) days prior to the date of expiration of the Lease Contract. You, the tenant must also surrender keys AND provide a forwarding address to be eligible for a security deposit refund. You agree by signing this lease that if you do not provide a forwarding address AND surrender keys, you are forfeiting your deposit.**

(B) When the tenant moves from the property, the tenant will return all keys and give the landlord written notice of the tenants new mailing address where the Landlord can return the Security Deposit.

(C) Within 30 days after the tenant moves from the property, the Landlord will give the tenant a written list of any damage to the Property for which the Landlord claims the tenant is responsible.

(D) Surrender, abandonment and eviction ends your right of possession for all purposes and gives us the immediate right to: Clean up, make repairs in and re let the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment and eviction affect your rights to property left in the apartment. Surrender, abandonment and eviction do not affect our mitigation obligations.

CHARGES WILL BE APPLIED TO THE TENANT FOR: a) any unpaid rent, b) additional rent, c) cleaning costs, d) key replacement cost,

e) cost for repair of damages to the premises above normal wear and tear, (above normal wear and tear is anything that would cost the owner money prior to re-renting the unit) f) loss due to early termination of lease, g) unpaid utilities, h) service charges not reimbursed i) replacement cost of our property that was in or attached to the apartment/housing and is missing or damaged (ex. furniture) j) missing or burned out light bulbs, k) removing or re-keying unauthorized security devices or alarm systems. l) packing, removing or storing tenants property, m) removing illegally parked vehicles, n) animal related charges, o) government fees or fines against us for violation by (you, your occupant, or your guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; bed bugs, fleas or any other pest control; late-payment and returned-check charges, plus attorney's fees, court costs and filing fees actually paid; and other sums due under this lease contract.

2.6 NO SMOKING

There will be no smoking or vaping inside of the rental unit. Smoking is outside only. Any damage done by smoking inside the unit will be charged to the tenant.

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

X TC
Tiana A. Chatman

3. Responsibilities

3.1 TENANTS CARE OF PROPERTY

(A) The Tenant will: The TENANT shall comply with all house rules stated here and in the lease which are deemed part of this rental agreement. A violation of any of the house rules is considered a breach of this agreement.

1. Keep the Property clean and safe. Common areas (if applicable) are for use by all tenants and include front porch, basement, rear yard and side yard. TENANTS are expected to care for grounds and maintain them during use. Any damage will be the responsibility of TENANT(S).
2. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
3. Notify the Landlord **immediately** of any repairs needed and of any potentially harmful or environmental conditions. Failure of the tenant to report any repairs needed that cause additional damage to the property **will be charged back to the tenant due to said failure.**
4. Obey all federal, state and local laws that relate to the Property.
5. Clean up after service animals on the Property, including common areas.
6. **PARKING:** (If applicable, where there is not off-street parking) Parking is on-street. The tenant is required to obey all city regulations regarding parking (i.e. street cleaning, no parking zones, etc.) No fees/fines/towing expenses will be paid for by the landlord. **You will park on the property at your own risk.** We may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio and fire lanes.
7. THE TENANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another TENANT and/or neighbor. Said noise and activity shall be a breach of this agreement.
8. THE TENANT shall deposit garbage and waste in a clean and sanitary manner into the proper receptacles and shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. Refuse may only be placed at the curb on the appropriate pick-up dates and may only be placed between the hours of 6 p.m. to 10 p.m. THE TENANT is requested to help police with the placing of refuse outside of the 6 p.m. to 10 p.m. hours and to alert other TENANT(S) if it is observed that the TENANT(S) is violating the rule. Any fines for refuse violations will be divided equally among all occupied tenants. Tenants are expected to obey city/township requirements for recycling which include any fees associated with obtaining the proper recycling bins required by the municipality. Tenants will not be reimbursed for the recycling containers. Refusal to obey the local municipality requirements for recycling is considered a breach of this lease.
9. THE TENANT shall be responsible for keeping the kitchen and bathroom drains free of anything other than toilet paper. (NO WIPES - flush-able or not, NO GREASE, NO SANITARY products). THE TENANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. In addition, THE TENANT shall pay for any item or cause due to THE TENANTS negligence to property. THE TENANT stipulates that he or she has examined the demised premises, including grounds, buildings and improvements and that they are, at the time of this lease, in good order, repair, and in a safe, clean and tenant able condition. THE TENANT is responsible for helping to keep the common areas of sidewalks, stairwells, and common area on the floor of said unit clean, free of debris, and in a broom-swept condition.

(B) The Tenant will not:

Keep flammable, hazardous or explosive materials on the Property.

1. Destroy, damage or deface any part of the Property or common area.
2. Disturb the peace and quiet of other tenants or neighbors.
3. Make changes to the property, such as painting or remodeling, without the written permission of the Landlord. Tenant agrees that any changes or improvements will belong to the Landlord.
4. Perform any maintenance or repairs on the Property.
5. **No smoking anywhere indoors.** If the TENANT or guests of resident smoke outdoors, they are expected to dispose of items properly. ANY litter on the property will be considered a breach of this lease AND clean up costs will be the responsibility of the TENANT.
6. **THE TENANT MAY NOT** paint, wallpaper, alter, redecorate, change or install locks, install antenna/satellite dish or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD or the Landlords Representative. No liquid filled furniture, receptacle containing more than 10 gallons of liquid is permitted without prior written consent and meeting the requirements of the LANDLORD or the Landlords Representative. The TENANT also agrees to carry insurance deemed appropriate by the LANDLORD or the Landlords Representative to cover possible losses that may be caused by such items. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Lessee will not have any items of illegal nature on said premises prohibited by law.

(C) The Tenant will have breached this Lease and will be responsible for damages if the Tenant does not comply with (A) and (B).

(D) The Tenant is responsible to pay the costs for repairing any damage that is the fault of the Tenant, the Tenant's family, guests and /or service animals.

(E) The TENANT will be responsible for pest control, if the cause is due to the TENANTS **uncleanliness**.

(F) The **Tenant is responsible** to have carpets (if applicable) professionally cleaned upon move out. The Tenant will have the cost of professionally cleaning deducted from the security deposit should it not be done. A receipt must be turned into property manager.

(G) The Tenant must thoroughly clean the unit upon move out, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you **DO NOT** clean adequately, you will be liable for reasonable cleaning charges.

(H) The Tenant will pay for bed bug treatment should their unit have bed bugs. The tenant will also pay for any other units or treatment to the property necessary to keep the problem from spreading. Tenants may not treat bed bugs on their own. Tenants must notify the property manager immediately if they suspect bed bugs. The landlord suggests that each bed is covered with a bed bug preventative cover

3.2 DETECTORS AND FIRE PROTECTION SYSTEMS

(A) The Landlord has installed smoke detectors, carbon monoxide detectors and/or fire extinguishers in the property where required by the local municipality. The tenant will maintain and regularly test detectors to be sure they are in working order and will replace detector batteries as needed. If you install a new battery and you continue to hear a chirping noise, try installing another battery. If you continue to hear the chirping noise after you have tried a second battery, it is likely the detector may need to be replaced. If this is the case, **place a maintenance request immediately by calling 1-800-452-7763 or via your tenant portal**. Upon our Field Technicians quarterly inspection, if he has noticed that you are either in need of changing a battery yourself or you have removed the smoke detector completely, he will install a new battery at the charge to you of **\$10 per battery**. If it is a smoke detector missing, you will be charged **\$50 for each detector** that is missing and installed for you.

(B) The Tenant will immediately notify the Landlord or the Landlords agent of any broken or malfunctioning detectors.

(C) Failure to properly maintain detectors, replace detector batteries or notify the the Landlord or the Landlord's representative of any broken or malfunctioning detectors is a breach of this Lease.

(D) The Landlord may provide additional fire protection systems for the benefit of the Tenant.

(E) The Tenant will pay for damage to the Property if the Tenant fails to maintain or properly uses detectors or other fire protection systems. Removing smoke detectors for any reason is not permitted.

3.3 DESTRUCTION OF PROPERTY

(A) The Tenant will notify the Landlord or the Landlords agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. The Tenant will immediately notify the Landlord or the Landlords agent of any conditions in the Property that could severely damage or destroy the Property.

(B) If the Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and the Tenant will continue to pay rent, even if the Tenant cannot occupy the Property.

(C) If the Property is severely damaged or destroyed for any reason that is not the fault of the Tenant:

1. The Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by the Tenant and the Landlord until the damage is repaired, OR
2. If the law does not allow the Tenant to live on the Property, this Lease is ended.

(D) If the Lease is ended, the Landlord will return any unused security deposit to the Tenant.

3.4 KEYS AND LOCKS

All deadbolt locks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost of all key and lock replacements. **You shall not change the locks or add a deadbolt lock without our written consent.**

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

The TENANT will be given key(s) to the premises and **mailbox key(s)** (if applicable). If all keys are not returned to the OWNER following termination of lease, the TENANT shall be charged **\$35.00 for each key not returned**. The TENANT agrees not to change any locks on doors or mailboxes *without* first obtaining the LANDLORDS written permission. Having obtained written permission, the TENANT agrees to pay for changing the locks and to provide the LANDLORD with one duplicate key per lock.

3.5 WASHERS AND/OR DRYERS

(if applicable) Usage of washers and/or dryers on premises are approved for use by the tenants. The Owner has discretion and may change laundry units to coin operable during the term of the lease. Washer/Dryers are considered a luxury. Should either of the units become inoperable during the term of the lease, the LANDLORD may decide not to repair or replace. Tenants using laundry areas are expected to clean and maintain laundry areas. If the laundry area must be cleaned by an outsider service the charge will be passed on to all tenants.

3.6 EXTREME WEATHER

In the event of extreme weather the tenant may be expected to do any or all of the following with or without a reminder from the management company. Heat must be maintained in unit from October 15- April 15 each year. If temperatures reach below freezing it is expected that each tenant keeps the heat at a minimum of 60 degrees in every room. When the temperature reaches or is expected to reach below 15 degrees you must leave your water on a small drip in the kitchen each night during the extreme cold to prevent pipes from freezing. Failure to maintain heat or follow these precautions will result in tenant being charged the repair costs for the damage to the property.

By initialing below, you acknowledge and agree to the terms in Section 3.

X TC
Tiana A. Chatman

4. General Clauses

4.1 HEATING

THE USE OF SPACE HEATERS IS PROHIBITED! All units have heat available and that source of heat is what must be utilized.

(where applicable) Oil Heat. You must get your oil delivery company approved in writing prior to your first oil delivery. This is due to service contracts on our heating systems. If you fail to get your oil delivery service approved and it voids our service contract, you will be responsible to reimburse the owner for the cost of one year of the service contract. **Never let the tank run dry. This could severely damage the boiler and the repair or replacement will be at the tenants expense. Never use kerosene or any other liquid other than oil in the tank. Tank must never be below 1/4 tank.** Tenant is responsible to fill the tank upon lease end. Any cost to fill tank will be the responsibility of the tenant and will be deducted from the security deposit. The tenant is responsible for service calls to restart unit and cleaning unit if it is a result of tenant letting the tank run dry or other misuse.

4.2 LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

If Property was built before 1978 the following applies.

Lead Hazards disclosure Requirements

The Residential Lead -Based Paint Hazard Reduction Act says that any Landlord of a property built before 1978 must give the Tenant an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The landlord also must tell the Tenant and the Broker for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. The Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a Pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to the tenants before the Landlord starts any major renovations on a Pre-1978 structure. The Act does not apply to housing built in 1978 or later:

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting Pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. The Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

(A) **The Landlord does not know of any lead-based paint or lead-based paint hazards on the Property.**

(B) **The Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property.**

(C) The Tenant agrees with the following statements:

I/Tenant have received the pamphlet *Protect Your Family From Lead In Your Home*.

I/Tenant have read the information given to me by my Landlord in paragraph 1.24 (A) and (B) above, if any.

I/Tenant have received all records and reports that the Landlord in paragraph 1.24 (A) and (B) above, if any.

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

4.3 INSURANCE AND RELEASE

(A) The Tenant understands that the Landlords insurance does not cover the Tenant, the Tenant's property, or the Tenants guests. The Tenant is advised to obtain property and liability insurance to protect the Tenant, the Tenant's property and the Tenants guests who may be injured while on the Property. THE TENANT acknowledges that the OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of GOD, acts of others and/or other causes, the OWNER should not be held liable for such losses. THE TENANT is hereby advised to obtain their own insurance policy to cover any personal losses.

(x) **IF CHECKED**, the Tenant must have insurance policies providing at least \$10,000 property insurance and \$100,000 liability insurance to protect the Tenant, the Tenants property and the Tenants guests who may be injured on the Property. The Tenant must maintain this insurance through the entire Term and any Renewal Term. The Tenant will provide proof of insurance upon request. The Tenant will notify the Landlord within 10 days of changes to or cancellation of these policies.

(B) The Landlord is not legally responsible for any injury or damage to the Tenant or the Tenant's guests that occurs on the Property.

(C) The Tenant is responsible for any loss to the Landlord caused by the Tenant, the Tenant's family or the Tenant's guests, including attorney's fees associated with that loss.

(D) **SAFETY:** You or any guest or tenant under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact your representative. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

4.4 HOLDOVER TENANTS

If the Tenant occupies the Property after the Ending Date or end of any Renewal Term, the Tenant will be considered a holdover tenant and will be causing the Landlord damages. These damages will be equal to (3) times the monthly Rent plus any lodging expenses of the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

4.5 TENANT ENDING LEASE EARLY

The Tenant may **NOT** end this Lease and move out of the Property before the Ending Date of the Lease or any Renewal Term **UNLESS the Tenant does all of the following:**

(A) The Tenant continues to pay all Rent until the Ending Date of the Lease, or any Renewal Term, or until a new Tenant is approved by Landlord and a new lease takes effect, whichever happens first, **AND**

(B) The Tenant gives the Landlord at least 60 days written notice **AND**

(C) The Tenant pays the Landlord a Termination Fee of (2 Months Rent) above and beyond the monthly rental amount to pay for fees associated with marketing and releasing the unit. The 2 months fee must be received before written consent of the Landlord will be given.

4.6 ABANDONMENT

If any legal action or proceedings are brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

(A) The Tenant has abandoned the Property if:

1. The Tenant has physically vacated the premises, removed substantially all personal property, OR
2. A court grants the Landlord possession of the Property.

(B) If the Tenant abandons Property while Rent is due and unpaid, the Landlord may take possession of the Property and immediately rent the Property to another Tenant.

(C) If the Tenant abandons OR moves out of the Property, the Tenant will:

1. Remove all of the Tenants personal property, AND
2. Provide a forwarding address or written notice stating that the Tenant has vacated the premises, AND
3. Contact the landlord within (10) days regarding the Tenant's intent to remove any remaining personal property.

(a.) If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the landlord's choosing for thirty (30) days.

(b.) If no communication is made to the landlord within ten (10) days, the property may be disposed of at the end of the ten days at the discretion of the Landlord and the tenant will pay all costs related to the removal and/or storage. Communication must be in written form.

THE TENANT CONSENTS TO REMOVAL OF ALL BELONGINGS WITHIN TEN DAYS WITHOUT FURTHER COMMUNICATION FROM THE LANDLORD OF LANDLORDS INTENT TO DISPOSE.

4.7 LANDLORD REMEDIES IF TENANT BREACHES LEASE

(A) If Tenant breaches Lease for any reason, the Landlords remedies may include any or all of the following:

1. Taking possession of the Property by going to court to evict the Tenant. The Tenant agrees to pay the Landlords legal fees and reasonable costs, including the cost for the Landlord and the Landlords agent to attend court hearings.
2. Filing a lawsuit against a Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If the Landlord wins (gets a money judgement against a Tenant), the Landlord may use the court process to garnish the Tenant's wages and take the Tenant's personal goods, furniture, motor vehicles and money in banks.
3. Keeping the Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.

(B) If a Tenant breaches the Lease for any reason, the Landlord can begin eviction proceedings without written notice, unless otherwise required by local ordinances.

(C) We begin evictions on DAY 4 for non- payment of rent.

THE TENANT WILL BE CHARGED THE COST OF EACH COURT FILING AND \$150.00 ADMINISTRATIVE FEE FOR COURT APPEARANCE.

THE TENANT WAIVES OR GIVES UP THE TENANT'S RIGHT TO A NOTICE TO QUIT WHEN SIGNING THIS LEASE

4.8 SALE OF PROPERTY

(A) If Property is sold, the Landlord will give the Tenant in writing:

1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new Landlord.
2. The name, address, and phone number of the new landlord and where Rent is to be paid, if known.

(B) The Tenant agrees that the Landlord may transfer the Tenants Security Deposit and advance Rent to the new landlord.

(C) The Landlords responsibilities to the Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

(D) If the Landlord sells the Property during the Lease or any Renewal Term, the Landlord has the right to terminate this Lease if the

Landlord gives written notice to a Tenant at least (30) days prior to the Settlement Date of the Property as defined in the agreement of sale. The Tenant is not entitled to any payment of damages.

4.9 TENANTS RIGHTS

(A) The Landlord cannot increase rents, decrease services, or threaten to go to court to evict the Tenant because the Tenant: (1) complains to a government agency or to the Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses a Tenant's legal rights in a lawful manner.

(B) The Landlord or property owner may have a mortgage on the Property. The right of the mortgage lender comes before the rights of the Tenant. For example, if the Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. The Landlord will notify the Tenant immediately if the Owner or the Landlord receive a notice of foreclosure.

(C) The government or other public authority may take private property. This is called condemnation. If any part of the property is taken, the landlord will reduce the Tenant's rent proportionally. If all the property is taken, the lease will end, the tenant will move out and the remaining security will be released to the tenant.

4.10 PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

4.11 ENTIRE AGREEMENT

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

4.12 PARTIAL INVALIDITY

Nothing contained in this agreement shall be constructed as waiving any of the landlords or tenants rights under the law. If any part of this agreement shall be in conflict with the law, that part shall not invalidate this agreement nor shall it affect the validity or enforceability of any other provision of this agreement.

4.13 NO WAIVER

The landlords acceptance of rent with the knowledge of any default by the tenant or waiver by the landlord of any breach of any term of this agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or exercise any right shall not be constituted as a waiver by the landlord of said term, condition and or right and shall not affect the validity or enforceability of any provision of this agreement.

4.14 LANDLORD AND TENANT ACT - DEATH OF TENANT ACT P.L. 968, NO. 116

Section 514. Death of tenant.--(a) Notwithstanding any other provision of this act or law, and if the deceased tenant is the sole tenant of the residential unit, the executor or administrator of the estate of the tenant who dies during the term of a residential lease shall have the option to terminate the lease upon fourteen days written notice to the landlord on the latter of:

- (1) The last day of the second calendar month that follows the calendar month in which the tenant dies; or
- (2) Upon surrender of the rental unit and removal of all of the tenant's personal property.

(b) Nothing under this section shall be construed to relieve the tenant's estate of liability from rent money or any other debt incurred prior to the date of termination of the lease, including damages to the premises and any expenses the landlord may incur as a direct result of the tenant's death, except that the tenant's estate shall not be liable for damages or any other penalty for breach or inadequate notice as a result of terminating a lease under subsection (a).

4.15 EXPEDITED EVICTION OF DRUG TRAFFICKERS

Persons who commit drug distribution offenses or drug use on or in the immediate vicinity of the lease residential premises or who permit or tolerate such offenses to be committed violate the rights and jeopardize the health and safety of other tenants, residents and onsite employees of the premises.

It is the policy of the Commonwealth to ensure the **swift eviction and removal of persons** who engage in certain drug-related criminal activity on or in the immediate vicinity of leased residential premises or who permit members of their households or guests to engage in this criminal activity on or in the immediate vicinity of the premises.

Tenants have an obligation to take actions reasonable and necessary under the circumstances to prevent the commission of drug related criminal activity within their individual rental units and to prevent members of their households and guests from committing such criminal activity on or in the immediate vicinity of any portion of the leased residential premises.

It is the policy of the Commonwealth to ensure that the causes of action and remedies authorized by this act are heard by the courts on an **expedited and priority basis so as to evict and remove** as soon as practical **all persons** who engage in drug-related criminal activity on or in the immediate vicinity of leased residential premises or **who allow** such criminal activity to occur.

The landlord shall be entitled to collect due rent and owing from the tenant during the pendency of a civil action brought under this act.

By initialing below, you acknowledge and agree to the terms in Section 4.

X TC
Tiana A. Chatman



Protect Your Family From Lead in Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

January 2020

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

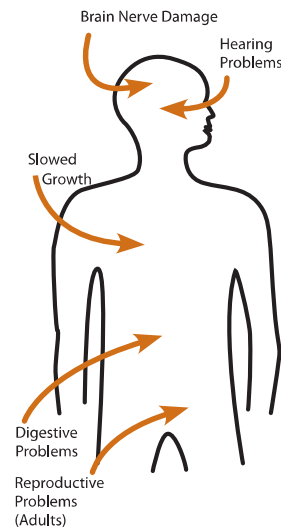
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
January 2020

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



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Lead_Based_Pamphlet.pdf

X *Tiana Chatman*

Lessee

IP Address: 73.175.232.150
08/21/2025 02:19pm EDT

Empire Property Management

456 Union Blvd • Allentown, PA 18109
(610) 333-4250



6. Sign and Accept

6.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X *Tiana Chatman*

Lessee

IP Address: 73.175.232.150
08/21/2025 02:19pm EDT

X *Jennifer de Jesus- agent for
landlord*

Lessor

IP Address: 139.135.129.21
08/27/2025 03:36pm EDT