

Lease Renewal Addendum:

This Lease Agreement for the property below dated 5/26/2021 between Pappy Properties, LLC (Lessor) and Rockey and Mary Alfieri (Lesee) will be renewed for the following lease term and rent listed below:

Property:

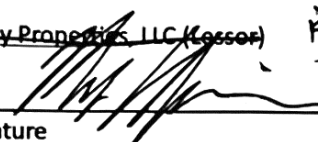
1317 Benner Pike
State College, PA 16801

Lease Term: June 1, 2024 to May 31, 2025

Rent: \$13,416.00 paid monthly at \$1118.00/month

~~Pappy Properties, LLC (Lessor)~~

Rockey Alfieri

X 
Signature

6/1/24
Date

~~Rockey Alfieri (Lesee)~~

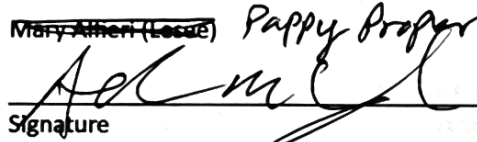
Mary Alfieri

X M. Alfieri
Signature

6/1/24
Date

~~Mary Alfieri (Lesee)~~

Pappy Properties


Signature

6/1/24
Date

LANDLORD-TENANT RENTAL AGREEMENT

THIS IS A RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THE LEASE.

PARTIES

Tenants: Rockey Alfieri
Mary Alfieri Landlord: Pappy Properties, LLC
Adam & Taylor Lynch

Tenants Mailing Address: Landlords Mailing Address:
1317 Benner Pike 824 N Harrison Rd
State College, PA 16801 Bellefonte, PA 16823

Tenants Emergency Contact Info:

Name: Relationship Phone
Name: Relationship Phone
Name: Relationship Phone

This agreement is made this 26 day of May, 2021 between Adam & Taylor Lynch
hereinafter referred to as "Landlord", and Rockey Alfieri & Mary Alfieri

hereinafter referred to individually and collectively as "Tenant".

Landlord and Tenant mutually covenant, promise and agree as follows:

- LEASED PREMISES:** - Landlord leases to Tenant real property located at
1317 Benner Pike, State College, PA 16801 hereinafter referred to
as "leased premises".
- TERM & RENEWAL:** The term of this Agreement is for 12 months,
commencing on the date agreed to herewith, and terminating at midnight on the
last day of the term of this Agreement. If Tenant wishes to terminate this Lease
at the end of its original term, Tenant must give Landlord written notice at
least ninety (90) days before the end of the term. This notice must be in
writing and must be sent by certified mail or personally delivered to
Landlord at the address at the top of this Lease. AN ORAL NOTICE IS NOT
SUFFICIENT. If written notice of Tenant's intention to terminate this Lease is
not given to Landlord within the time noted above, the Lease shall
AUTOMATICALLY RENEW as a month-to-month tenancy on the same terms
and conditions as contained in this Lease.
If at any time after the end on the original term of this Lease, and provided
that Tenant is not subject to eviction for cause, Landlord desires to increase
the monthly rental, Landlord shall give to Tenant a Notice to Quit terminating
the tenancy under this Lease, and a Notice of Rent Increase, offering a new
tenancy for a specified term at a specified rent. Notice shall be given at least
sixty (60) days before the date on which the new tenancy at the increased

rent shall begin. If Tenant chooses not to accept the offer of a new tenancy, Tenant shall give Landlord a written notice of intention to vacate at the end of the then-current term, at least one (1) month before the end of that term. If Tenant does not give this notice, the new tenancy shall automatically begin on the date specified in Landlord's notice, under the terms specified. If at the termination of this Lease term, or at the termination of any term of renewal of this Lease, and provided that Tenant is not subject to eviction for cause, Landlord desires to change any of the terms and conditions of this Lease effective for the next renewal term, Landlord shall give Tenant a Notice of Modification of Lease. Notice shall be given at least sixty (60) days before the date on which the modifications are to become effective. If Tenant chooses not to accept the modifications, then the Tenant shall give Landlord a written notice of intention to vacate at the end of the term, before the modifications are to take effect. If Tenant does not give this notice, the modifications shall take effect on the date specified in Landlord's notice.

Landlord reserves the right to refuse to renew this Lease for any of the reasons permitted by law at the time of the refusal.

This Lease Starts on June 1, 2021 at midnight.
This Lease Ends on May 31, 2022 at midnight.

3. **RENT:** THIS IS A JOINT AND SEVERAL LEASE. ALL TEANTS ARE RESPONSIBLE FOR THE ENTIRETY OF THE RENT.

Tenant shall pay to Landlord for the use and occupancy of the leased premises the sum of \$846 per month commencing on June 1, 2021 for a total rent amount of \$ \$10,152 for the full tenancy.

*NOTE: SEC 8 Pays \$497 with the tenant paying \$349

A. **RENT DUE DATE** - Monthly rent shall be due and payable on the 1st day of each month thereafter during the term of this Agreement.

B. **PAYMENT ADDRESS** - Monthly rental payments shall be paid by check, cashiers check, money order, or online payment and made payable to: Pappy Properties, LLC and delivered or mailed to the same at 824 N Harrison Rd, Boilefords, PA 16823

C. **LATE PAYMENTS** - If rent is more than 5 days late, Tenant shall pay a late fee of \$30 per day dating back to the due date of the rent.

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

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

F. **N.S.F. CHECKS** - An additional \$30.00 fee will be assessed for each personal check that is retained by any financial institution plus late fees. The N.S.F. check shall be redeemed in cash or money order. All payments for fees other than rent or security deposits shall be made payable to Landlord. In addition, if the monthly rent payment and any other assessed fees are not paid by the 1st day of any month, Landlord, at Landlord's option, may immediately initiate legal proceedings to evict Tenant.

G. **MULTIPLE OCCUPANCY** - It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.

4. **SECURITY DEPOSITS:** Upon the execution of this Agreement, Tenant will deposit with Landlord the sum of \$700 (one month's rent) plus an additional NA (one month's rent) representing the first month's rent, to total \$700 the receipt of which is hereby acknowledged by Landlord as follows: \$700 paid to date by check or money order, and the balance due of \$0.00 shall be paid by means of cashier's check or money order on or before NA. These deposits shall be held by Landlord with liability for interest as a cleaning and breakage deposit and as security for the faithful performance by Tenant of the terms of this Agreement. Landlord shall have the right at Landlord's discretion and option to appropriate and apply as necessary, the balance of this security deposit as compensation for any type of loss or damage incurred as a result of this tenancy. If Tenant terminates tenancy prior to the end of the minimum term then Tenant forfeits all deposits. Deposits shall be used first to pay for repairs and cleaning, and then to any other outstanding debts (including late fees and rent) in the order such amounts became due. Tenant agrees to give landlord a written forwarding address when tenant leaves and the lease ends. Within 30 (Thirty) days after surrender of possession of the leased premises, Landlord shall refund to Tenant any portion of the security deposit, which has not been used by Landlord pursuant to the terms hereof. If the refund is less than the amount deposited by the tenant, Landlord shall include with the refund a signed written statement itemizing the amounts retained by Landlord and the purposes for which such amounts were retained. Tenant agrees to indemnify Landlord for any and all damage caused by Tenant, of any of Tenant's guests, or invitees in the event the amount of damage exceeds the amount of the security deposit.

*I already have \$700 Security Deposit from Previous Lease

5. **UTILITIES/SERVICES:** Landlord shall be responsible for the payment of the following utilities/services to the premises: Water, Trash, Sewer

Tenant shall be responsible for the payment of the following utilities/services delivered to the leased premises: Electric, Oil

Tenant shall have the above services put in their name beginning on the first date occupancy. Any such bills for these services intermittently billed to Landlord during this

tenancy will be charged back to Tenant and shall be due for reimbursement upon receipt of invoice from Landlord. If after the first billing period, any or all utilities have still not been transferred into Tenant's name Landlord reserves the right to charge and administration fee of \$25.00 to tenant and will notify Tenant that such service(s) will be terminated by Landlord immediately. Landlord shall not be liable for damages resulting from any failure of any utility or for injury to any person (including death) or damage to property resulting from any condition of leased premises, unless such damage is the proximate result of the negligence or unlawful act of Landlord.

Tenant expressly assumes the risk of loss or damage to Tenant's property in the leased premises, and shall pay for all such loss or damage caused by any freezing or other problems, which result from Tenant's failure to provide proper heating or the termination of utilities due to non-payment of bills by Tenant.

Landlord is not liable for any stoppage or reduction of services caused by factors or forces beyond Landlord's control. If there is such an interruption, Landlord shall as soon as reasonably possible take all steps within their control to restore the service. Tenant agrees that if Landlord takes reasonable steps to restore the service, Landlord will not be liable to Tenant for the interruption. Nothing in this Paragraph 6 shall be construed to waive Landlord's warranty of habitability, or to limit Tenant's remedies in the event of a breach of that warranty.

6. **TENANT'S OCCUPANCY:** Tenant shall possess and use the premises only as a private residence for Tenant, Tenant's spouse [REDACTED] and the following named individuals, if any: NA. No other occupant or other use is permitted. Occupancy by any other persons is prohibited without written permission from the Landlord. Tenant will comply with all legal requirements for the use of the premises and will not use the premises for unlawful purposes.

7. **CONDITION OF LEASED PREMISES:** Tenant acknowledges Tenant has examined the leased premises and accepts the leased premises in their present state and without any representation or warranty by Landlord as to the condition of such property. Tenant agrees to lease the property "as is" and tenant agrees to assume all risks of the property. The taking of possession of the leased premises by Tenant shall be conclusive evidence against Tenant that the leased premises were in a good and satisfactory condition at the time such possession was taken. Any exceptions shall be noted by Tenant and made known to Landlord in writing (either on Landlord's Move-In, Move-Out Inspection Form or otherwise). Any unsatisfactory condition of the premises not brought to the attention of Landlord within 14 days of Tenant's possession of premises may be assumed to have been the cause of the Tenant and will be charged accordingly.

8. **REPAIR, MAINTENANCE, RESPONSIBILITY FOR DAMAGES:**

- A. **MAJOR REPAIRS** - Owner shall be responsible for all major repairs to the premises except such repairs needed which were caused by the acts or

omissions of Tenant or Tenant's guests. Such repairs include the following as applicable: Repairs to roof, foundation, exterior walls, furnace, sewers, hot water heater and air conditioner.

B. MINOR REPAIRS - Tenant agrees, at Tenant's sole expense, to keep and maintain the leased premises in a clean and sanitary condition at all times and to keep every part thereof in good order, condition and repair. All maintenance problems or damages must be brought to the attention of Landlord as soon as possible for determination of responsibility and proper disposition. Any repairs made or contracted by Tenant without the written consent of the Landlord shall be the responsibility of the Tenant. Tenant will be held liable for any damages caused by Tenant's negligence (such as tearing of linoleum during removal of washer/dryer), lack of upkeep (such as furnace damage caused by failure to clean or replace air filter), misuse, pets or any additional damage caused as the result of Tenant's failure to report maintenance problems to Landlord in a timely manner. Tenant will be responsible for damage caused by negligent overflows of water and for repair or replacement as required of damage caused by others (i.e. vandalism, break-ins, etc.) which is not reported within 24 hours to police or insurance company and Landlord as appropriate. Tenant will reimburse Landlord for any repairs necessary within 30 days of delivery of the invoice for the charges unless otherwise agreed upon in writing.

C. UPON MOVE OUT - At the end of the term of this Agreement, Tenant agrees to return the leased premises to Landlord in as good a condition as it was at the beginning of the term with reasonable wear and tear expected. Landlord shall consider any move-in inspection form or other form of written notification by Tenant upon move-in (per section 7) when determining repair and/or maintenance charges to Tenant. Tenant shall leave an operating light bulb in each light socket upon vacating. If Tenant shall lease the premises in a condition contrary to the requirements of this agreement at the termination hereof, Tenant agrees to pay the costs of cleaning, repairing or replacing as necessary to correct such condition and agrees that the security deposit paid to Landlord may be applied to such purpose to the extent necessary. Tenant further agrees to be responsible for Landlord's loss of rental income during any period which is reasonably required to perform such cleaning or repairs and agrees that the security deposit paid to Landlord may also be applied toward the same.

9. ALTERATIONS AND ADDITIONS: Tenant shall not make or permit any alterations or additions to leased premises without prior consent and approval of Landlord.

10. ASSIGNMENT AND SUBLEASE: Tenant shall not transfer, assign, or sublease this Tenant's interest in the leased premises without written consent from the landlord.

11. **ENTRY AND INSPECTION:** Tenant agrees Landlord and Landlord's Representatives shall have the right to enter leased premises during normal business hours, and without not less than 24 hours prior notice to Tenant to make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, and to exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Landlord may, however, enter leased premises without prior notification to Tenant in cases of emergency or when Tenant has abandoned or surrendered leased premises.

12. **INDEMNITY:** Landlord shall not be liable and tenant hereby waives all claims against landlord for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of landlord or its agents, employees or contractors. Tenant must give prompt written notice to landlord of any condition or defect affecting the premises that Tenant could reasonably foresee resulting in liability or loss. This notice must be given within twenty-four (24) hours after Tenant knows of the condition or defect affecting the premises. Tenant shall protect, indemnify and hold the landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of tenant, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the tenant in or about the Premises or from transactions of the tenant concerning the Premises; (c) tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of tenant in the performance of any covenant or agreement on the part of the tenant to be performed pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

13. **ABANDONMENT OF PROPERTY:** If personal property is left behind by Tenant after Tenant vacates the leased premises, Landlord shall store such property for a period of 14 (Fourteen) days. If Tenant does not claim such property within this period, then Landlord shall dispose of or donate such personal property in whichever manner Landlord chooses.

14. **INSURANCE:** Landlord shall keep in force throughout the term of this Agreement an insurance policy covering only the leased premises, and not the contents thereof, for loss due to fire and other casualty losses. Tenant's own property is not insured by the landlord's insurance. Tenant may at Tenant's own expense, and Landlord recommends Tenant should, maintain insurance to protect against loss of or damage to Tenant's personal property located in or on the leased premises.

15. **NOTICE:**

A. All notices required under the terms of this Agreement shall be in writing. Notices to Landlord shall be deemed given when personally delivered to Landlord, or Landlord's designated Landlord, or by mail. All notices to Tenant may be served as provided by law, or at Landlord's option, may be given by depositing the same in the mail, addressed to Tenant at the post office address of the leased premises. Tenant and Landlord agree mailed notices shall be deemed given 2 (Two) days following the date of the postmark on such envelope.

B. Should tenant vacate the premises without giving the required 30 days notice to Landlord:

i. Tenant shall be liable to Landlord for 30 days rent from the date notice is given of intent to vacate or from the date of actual termination, whichever occurs first. Landlord shall however, not hold Tenant liable for rent for any period during which the premises have been re-rented and Landlord is actually being paid by the new Tenant.

ii. Tenant shall be responsible for all damage resulting from theft and shut off of utilities (including but not limited to frozen and/or burst water pipes) until such time as the Owner becomes aware of the premises being vacated and has sufficient time to retake possession of said premises and make appropriate arrangements for necessary utility services.

16. DEFAULT AND REMEDIES- The following shall be considered defaults of this agreement by Tenant and the remedies of Landlord should said default occur:

A. EVENT OF DEFAULT DEFINED - Each of the following shall be deemed an Event of Default:

- 1) If Tenant shall default in payment of rent or any other sum due under this Agreement;
- 2) If Tenant, after written notice, shall default in the performance or observance of any other term, covenant, or condition of this Agreement and shall not cure or remedy such default with all reasonable dispatch within a period not exceeding 10 (Ten) days, unless said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said 10 (Ten) day period and if Tenant shall not have diligently commenced curing such default within such 10 (Ten) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default;

3) Abandonment of the leased premises;¹

4) If Tenant's interest or any part of Tenant's interest, in this transferred either voluntarily or by operation of law;

5) The filing of execution or occurrence of:

a. A petition or other proceeding by or against Tenant for, or the

appointment of, a trustee, receiver, guardian, conservator, or liquidator of Tenant with respect to all or substantially all of Tenant's property, except a receiver appointed at the instance or request of Landlord

b. A petition or other proceeding by or against Tenant for Tenant's dissolution or liquidation, or the taking of possession of the property of Tenant by any governmental authority in connection with dissolution of liquidation; or if such intention is given to Tenant;

c. The taking, other than the right to re-enter hereinafter given to Landlord, by any person of the leasehold created hereby or any part thereof upon execution, attachment, or other process of law or equity.

B. LANDLORD'S REMEDIES - Upon occurrence of an Event of Default, Landlord may, at Landlord's option, without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:

- i. Re-enter the leased premises, take possession thereof, eject all persons therefrom, using all necessary force to do so, and with or without re-entry, declare this Agreement at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the amount, if any, by this agreement for the balance of the lease term exceeds the then reasonable rental value of the leased premises for the balance of the term of this Agreement.
- ii. Re-enter the leased premises, take possession thereof, eject all persons therefrom, using all necessary force to do so, and without terminating this Agreement, re-rent the leased premises or any part of the leased premises, as the Landlord and for the account of Tenant upon such terms and conditions as Landlord may deem advisable, in which event the rents received on such re-renting shall be applied first to the expense of such re-renting and collection, including necessary renovation and alteration of the leased premises, reasonable attorney's fees, and thereafter to payment of all sums due or to become due Landlord under this Agreement, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay to Landlord any deficiency and Landlord may bring an action thereafter to collect same.
- iii. Collect, by action or otherwise, each installment of rent or other sum as the same becomes due and payable, and enforce, by action or otherwise, any other term or covenant of this Agreement.
- iv. After terminating or without terminating this Agreement, re-enter the premises, take possession thereof, eject all persons therefrom, using all

necessary force to do so, make any alterations or changes to the leased premises, and remove any and all property whatsoever found there. Tenant waives all claims for damages that may be caused by Landlord's re-entering and taking possession of the leased premises or removing and storing furniture and property as herein provided, and shall save Landlord harmless from loss, costs or damages occasioned Landlord thereby.

v. If Tenant breaches this Agreement and abandons the leased premises before the end of the term, or if Tenant's right to possession is terminated by Landlord because of a breach of this Agreement, then in either such case, Landlord may recover from Tenant all damages suffered by Landlord as the result of Tenant's failure to perform Tenant's obligation hereunder, including, but not restricted to the worth at the time of the award of the amount by which the rent then unpaid hereunder for the balance of the term of this Agreement exceeds the amount of such rental loss for the same period which the Tenant proves could be reasonably avoided by Landlord, and in either such case, Landlord, prior to the award, may relet the leased premises for the purpose of mitigating damages suffered by Landlord because of Tenant's failure to perform Tenant's obligations hereunder; provided, however, even though Tenant has abandoned the leased premises following such a breach, this Agreement shall nevertheless continue in full force and effect for as long as Landlord does not terminate Tenant's right of possession, and until such termination, Landlord may enforce all his rights and remedies under this Agreement, including the right to recover the rent from Tenant as it becomes due hereunder.

vi. Any such re-entry or taking of possession of the leased premises or property thereon shall be allowed by Tenant without let or hindrance, and Landlord shall not be liable in damages for any such re-entry, and such re-entry or taking of possession shall not be construed as an election on Landlord's part to terminate this Agreement unless a written notice of such intention is given.

vii. All rights and remedies of Landlord hereunder shall not be exclusive but shall be cumulative.

C. RIGHT TO CURE DEFAULTS OF TENANT - In the event of Tenant's breach or default of any covenant in this Agreement, Landlord may at any time, cure such breach or default for the account and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce Landlord's rights under this Agreement or otherwise, the sum or sums so paid by Landlord, with all interest, costs, and damages, shall be deemed to be additional rent under this Agreement and shall be due from Tenant to Landlord on

the first day of the month following the incurring of such expense.

D. WAIVER - A waiver of any breach or default shall not be a waiver of any other breach or default. Landlord's consent or approval shall not be a waiver of any other breach or default. Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

17. SUCCESSORS: Subject to paragraph 10 above, this Agreement shall be binding upon all successors in interest, legal representatives, personal representatives, and assigns of either party.

18. TIME OF ESSENCE: Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Agreement.

19. GOVERNING LAW: This Agreement shall be governed by, construed, and enforced in accordance with the laws and legal decisions of the State of Pennsylvania.

20. EXECUTE DOCUMENTS: The parties agree to execute and deliver any instruments and writings necessary to carry out any term or condition of this Agreement, whenever the occasion shall arise, and request for such instruments shall be made.

21. ATTORNEY'S FEES: If either party has to retain legal counsel to enforce any of the rights and obligations created under this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorney's fees and costs regardless of whether litigation is actually instituted.

22. SALE OF PREMISES: In the event of the sale, voluntary or involuntary, transfer, or assignment of Landlord's interest in the leased premises during the term of this Agreement, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Agreement in favor of Tenant, and in such event, Tenant agrees to look solely to the responsibility of Landlord's successor in interest, and recognizes such successor in interest as Landlord under this Agreement. Tenant shall not act in any manner to intentionally hinder the sale and shall cooperate with Landlord and/or Landlord's representatives to the full extent of the law.

23. FAIR HOUSING: Owner and Tenant understand that the State and Federal Housing Laws prohibit discrimination in the leasing of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.

24. ADDITIONAL CONDITIONS OF LEASE:

A. **Lawn care/Snow Removal:** Tenant agrees to ongoing weekly mowing and upkeep of yard as needed. Tenant agrees to be responsible for lawn care and snow removal for the duration of the lease term.

B. **Belongings left after the end or termination of the lease term:** On termination of the Lease term, whether by operation of this Lease, by entry of judgment for possession in favor of Landlord, or by Tenant's vacation of the premises, Tenant

shall be responsible for the removal of all tenant-owned property. If Tenant fails to remove any such property, on re-entry by the Landlord it shall be deemed abandoned and ownership shall transfer to Landlord. Landlord shall then be entitled to dispose of the property without liability to Tenant.

25. **RULES AND REGULATIONS:** Tenant agrees to obey all rules and regulations for leased premises. If Tenant violates any rules or regulations for the leased premises, tenant violates this lease. Rules and regulations are hereby incorporated to be an integral part of this lease (see attached Addendum).

26. **LEAD PAINT:**

☐ Property was built in or after 1978. This Paragraph does not apply
☒ Property was built before 1978. Landlord and Tenant must provide information in this paragraph.

Lead Hazards Disclosure Requirements

The Residential Lead-Based Paint Hazard Reduction act says that any Landlord of 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. 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 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. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

A). Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:

☐ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and

the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint hazards.

B). Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated below:

____ Landlord has given Tenant all available records and reports about lead based paint or lead-based paint hazards on the property. List records and reports: _____

C). Tenant initial all that are true:

☒ Tenant has received pamphlet *Protect Your Family From Lead in Your Home*.

☒ Tenant has read the information given by Landlord in paragraph 28 (A) and (B) above, if any.

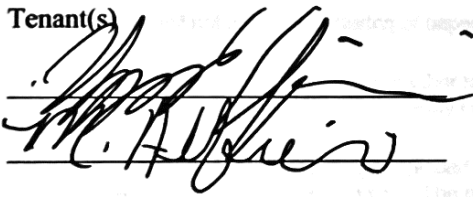
☒ Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above, if any.

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

29. ENTIRE AGREEMENT: All negotiations, considerations, representations, and understandings between the parties are incorporated in this Agreement. No modification of this Agreement shall be finding unless such modification shall be in writing and signed by the parties.

IN WITNESS THEREOF, the parties have read, understood and do hereby, execute this Agreement on the date written above.

Tenant(s)



Landlord

 5/26/21

HOUSE RULES AND REGULATIONS

A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident (Tenant).
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct of Resident and Resident's guests shall not annoy or disturb other persons or residents.

C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from clutter at all times.
2. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
3. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is placed inside the containers provided. Garbage should not be allowed to accumulate and should be placed in the outside containers. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
5. Resident may not store items on the porches or decks. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.

D. SAFETY

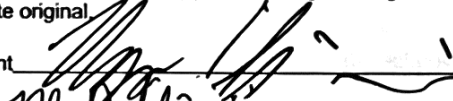
1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.

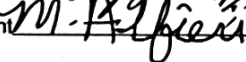
4. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
5. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
6. No discharging of any type of firearms on the property.

E. MAINTENANCE, REPAIRS AND ALTERATIONS

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law. Resident will sign the fire safety agreement.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate original.

Resident  Date 5/26/21

Resident  Date 5/24/21

Resident _____ Date _____

Resident _____ Date _____



Centre Region Code Administration
2643 Gateway Dr, Ste 2, State College, PA 16801
Phone: 814-234-3812
Email: kjw@crcoq.net
Website: www.centregioncode.org

TENANT NOTIFICATION ACKNOWLEDGEMENT

In accordance with *Section 803.3 of the Centre Region Building Safety & Property Maintenance Code, 2017 Edition*, at the beginning of each lease period and at least annually thereafter, the person in charge shall provide all tenant(s) on the lease, information regarding the following requirements, including reference to any ordinances.

- Maximum occupancy for the residential property
- Maximum number of persons who can reside in the rental property
- If the property is a student home
- Regulations regarding dogs (if present)
- Regulations regarding property maintenance
- Regulations regarding refuse, parking, weeds and removal of snow and ice from sidewalks
- Information on the handling of recyclable materials
- Specific information regarding the State College Division of the Health and Neighborhood Services and the Centre Region Code Administration
- Fire safety certification
- Regulations regarding tampering with fire protection equipment
- Notification in writing of all scheduled inspections a minimum 7 calendar days prior to the scheduled inspection date
- Notice of regulations regarding roof occupancy and possible penalties
- Notice of regulations regarding unsanitary conditions in rental properties and regulations and possible penalties

A signed copy of the acknowledgement shall be maintained by the person in charge and made available to the tenant(s), code official or municipality upon request.

It is the responsibility of the tenant(s) to review the documents referenced and be familiar with the requirements for the rental property. All tenants on the lease shall sign the acknowledgement and return it to the person in charge.

Any tenant or owner failing to execute the acknowledgement shall be in violation of this section and subject to the penalties set forth in *Section 106.3 of the Centre Region Building Safety and Property Maintenance Code, 2017 Edition*. Neither the owner nor the tenant(s) shall be responsible for any other party's failure to execute the acknowledgement.

A Tenant Notification Acknowledgement is provided on the reverse side of this document. The enabling Municipal Ordinance numbers are listed below for your reference.

MUNICIPAL ORDINANCE NUMBERS	
MUNICIPALITY	ORDINANCE #
Borough of Bellefonte	06052017-01
Borough of State College	2093
College Township	O-17-05
Ferguson Township	1032
Harris Township	328
Patton Township	2017-585

SERVING COLLEGE, FERGUSON, HARRIS, PATTON, HALFMOON TOWNSHIPS
AND THE BOROUGHS OF STATE COLLEGE AND BELLEFONTE

Tenant Notification Acknowledgment

THE PERSON IN CHARGE of the rental unit at 1317 Benner Pike, State College, PA 16801 hereby certifies that tenant(s) effective June 1, 2024 have been provided with all required rental property information in accordance with *Section 803.3 of the Centre Region Building Safety & Property Maintenance Code, 2017 Edition*.

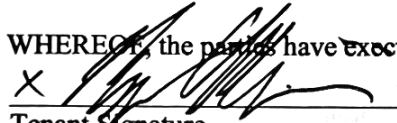
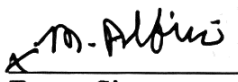
In accordance with the provisions of Ordinance # O-17-05 the person in charge hereby provided the tenant(s) the following information, or provided a webpage where the information could be found:

- ✓ Maximum occupancy for the residential property
- ✓ Maximum number of persons who can reside in the rental property
- ✓ If the property is a student home
- ✓ Regulations regarding dogs (if present)
- ✓ Regulations regarding property maintenance
- ✓ Regulations regarding refuse, parking, weeds and removal of snow and ice from sidewalks
- ✓ Information on the handling of recyclable materials
- ✓ Specific information regarding the State College Division of the Health and Neighborhood Services and the Centre Region Code Administration
- ✓ Fire safety certification
- ✓ Regulations regarding tampering with fire protection equipment
- ✓ Notification in writing of all scheduled inspections a minimum 7 calendar days prior to the scheduled inspection date
- ✓ Notice of regulations regarding roof occupancy and possible penalties
- ✓ Notice of regulations regarding unsanitary conditions in rental properties and regulations and possible penalties

All tenants on a lease shall sign the acknowledgment and return it to the person in charge.

As stated in Ordinance # O-17-05 any tenant or owner failing to execute the acknowledgment shall be in violation of *Section 803.3 of the Centre Region Building Safety & Property Maintenance Code, 2017 Edition*, and subject to the penalties set forth in *Section 106.3 of the Centre Region Building Safety and Property Maintenance Code, 2017 Edition*. Neither the owner nor the tenant(s) shall be responsible for any other party's failure to execute the acknowledgment.

IN WITNESS WHEREOF, the parties have executed this Acknowledgment:

_____	X 	_____	_____
Date	Tenant Signature	Date	Tenant Signature
_____		_____	_____
Date	Tenant Signature	Date	Tenant Signature
_____	_____	_____	_____
Date	Tenant Signature	Date	Tenant Signature
_____		_____	_____
Date	Person in Charge Signature		



Centre Region Code Administration
2643 Gateway Dr, Ste 2, State College, PA 16801
Phone: 814-234-3812
Email: kiw@crcog.net
Website: www.centreregioncode.org

FIRE SAFETY CERTIFICATION AGREEMENT

In accordance with *Section 704.9* of the *Centre Region Building Safety & Property Maintenance Code, 2017 Edition*, at the beginning of each lease period and at least annually thereafter, the owner shall provide all tenants on the lease with a signed Certification that all fire extinguishers, smoke alarms, and carbon monoxide detectors, where required, are in working condition.

It shall be the responsibility of the tenant(s) to verify that the life safety equipment, smoke alarms, and carbon monoxide detectors, where provided, are in working condition and the fire extinguisher is inspected and charged. All tenants on a lease shall sign the Certification and return it to the owner.

The owner shall maintain the original Certification and make it available to the Code Inspector upon request. A signed copy should be provided to each tenant. In addition to the Tenant Notification requirements contained in *Section 803.3* of the *Centre Region Building Safety and Property Maintenance Code, 2017 Edition*, the owner shall provide the tenant(s) with instruction on how to report deficiencies with these fire safety systems.

Any tenant or owner failing to execute the Certification shall be in violation of this section and subject to the penalties set forth in *Section 106.3* of the *Centre Region Building Safety and Property Maintenance Code, 2017 Edition*. Neither the owner nor the tenant(s) shall be responsible for any other party's failure to execute the Certification.

A Fire Safety Certification Agreement is provided on the reverse side of this document. The enabling Municipal Ordinance numbers are listed below for your reference.

MUNICIPAL ORDINANCE NUMBERS	
MUNICIPALITY	ORDINANCE #
Borough of Bellefonte	06-052017-01
Borough of State College	2093
College Township	O-17-05
Ferguson Township	1032
Harris Township	328
Patton Township	2017-585

- OVER -

Fire Safety Certification Agreement

1317 Benner Pike, State College, PA 16801

THE OWNER/MANAGEMENT of the rental unit at _____ hereby certifies to all tenants that effective June 1, 2024 all fire extinguishers, smoke alarms, and carbon monoxide detectors were in working condition and the fire extinguisher has been inspected within the last year and is in a ready condition in the above mentioned rental unit.

In accordance with provisions of Ordinance # O-17-05 Owner/Management hereby informs the tenant(s) that it shall be the responsibility of the tenant(s) to verify that the life safety equipment, smoke alarms, and carbon monoxide detectors, where provided, are in working condition and the fire extinguisher is inspected and charged. All tenants on a lease shall sign the Certification and return it to the landlord.

As stated in Ordinance # O-17-05 any tenant or owner failing to execute the Certification shall be in violation of *Section 704.9 of the Centre Region Building Safety & Property Maintenance Code, 2017 Edition* and subject to the penalties set forth in *Section 106.3 of the Centre Region Building Safety and Property Maintenance Code, 2017 Edition*. Neither the Owner nor the tenant(s) shall be responsible for any other party's failure to execute the Certification.

As per Ordinance # O-17-05 the tenant(s) is required to report a deficiency to management or maintenance immediately after the deficiency is detected or if the system is malfunctioning. (Attached are Owner's instructions to report deficiencies of these fire safety systems).

IN WITNESS WHEREOF, the parties have executed this Certification Agreement:

Date

X 
Tenant Signature

Date

Tenant Signature

Date

m. Alfieri
Tenant Signature

Date

Tenant Signature

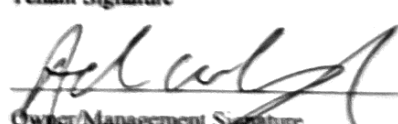
Date

Tenant Signature

Date

Tenant Signature

Date


Owner/Management Signature