

SAMPLE LEASE & RENTAL DOCUMENTS

The following documents represent a comprehensive sample of our lease, rules & regulations, and other addendum's, riders, agreements and contracts we use when renting our apartments. Please note that they are subject to change before the final contracts are signed and are only being presented to you to give you a general understanding of the commitment you are making by renting one of our apartments.

NEVINS REAL ESTATE MANAGEMENT
214 S. Allen St.
State College, PA 16801

LEASE

DATE:

LOCATION -

Apartment #:

Address:

State College, PA 16801

Minimum # Required Residents:

Furnished/Unfurnished (F/UF):

SECURITY DEPOSIT:

MONTHLY BASE RENT DUE:

(August 1st through July 1st)

TOTAL BASE RENT DUE:

(Entire Lease Term)

LENGTH OF LEASE -

Starts At Noon On:

Ending At 11:59 PM On:

SAMPLE DOCUMENT ONLY

1.

2. **Blank Sections are determined by the specific Apartment &**

3.

4.

Rental Property

This Residential Lease is jointly and severally binding between the listed TENANTS and Nevins Real Estate Management (LANDLORD) at the Address, Apartment # and for the payment amount as of the date all listed above.

Prior to the Start Date of the lease Tenant shall pay the amount listed for "MONTHLY BASE RENT DUE: August 1st through July 1st" plus any additional fees resulting from applicable rules, regulations, addendums and riders pertaining to the unit listed above. NO KEYS OR LOCK CODES WILL BE ISSUED UNTIL THIS AMOUNT IS PAID IN FULL. All subsequent rental payments shall be paid on the first day of the month for the duration of the lease. Payment will only be accepted in the form of cash, money order, or check made payable to Nevins Real Estate Management.

Landlord and Tenant agree that timely payment of the rental and performance of all terms and conditions of this lease agreement is of the essence. If the monthly rental is not paid in our rental office by 5pm on the 5th day of the month when the rent is due then Tenant agrees to pay the late charge of \$5.00 per day starting with the 1st day of that same month. The late charge shall compensate Landlord for additional administrative costs and expenses caused by the late payment. If payment is made to Landlord at the proper address by first class mail, postage prepaid, then the date the payment is received in our office shall be used as the date of payment. Any payment made to Landlord will first be applied to any outstanding balances including late fees and additional charges before being applied towards rent.

If the Tenant violates any of the terms and conditions of this lease, the Landlord has the right to enforce collection of the entire unpaid balance of the rent for the remaining term of the lease.

1. SECURITY DEPOSIT. Tenant shall pay to Landlord a sum equal to the amount shown above for SECURITY DEPOSIT which shall be held by Landlord as security deposit. This is due upon signing the lease which will be before the Tenant takes possession of the apartment. Before the Landlord returns the security deposit to Tenant; 1) Tenant shall vacate the Leased Premises and Landlord shall inspect the Leased Premises for damage; 2) Tenant shall have complied with all lease terms, conditions and rules and regulations; 3) Tenant shall have paid in full the rental, additional rent and late charges if any. Landlord may retain all or any part of the Security Deposit to reimburse Landlord for any and all loss, damage and expense due to Tenant's violation of the terms and conditions, or rules and regulations of this Residential Lease or due to nonpayment of rent, additional rent or late charges, if any. Tenant acknowledges that the Security Deposit is not to be used as payment of ANY month's rent. Security Deposits for leases that completely renew without any roommate changes for more than 2 years will held in an interest bearing account at Susquehanna Bank, 1705 North Atherton St., State College, PA 16803

2. INABILITY OF LANDLORD TO GIVE POSSESSION. If Landlord is unable to transfer possession to Tenant at the beginning of this Residential Lease, then the lease term shall begin, but Tenant's obligation to pay rent shall be suspended until Landlord is able to transfer possession to Tenant. Landlord shall not be liable to Tenant for damages if Landlord is unable to transfer possession of the Leased Premises for causes reasonably beyond Landlord's control. If the prior tenant hold over or remains in the Leased Premises after the term ends, the Landlord's obligation to transfer possession of the Leased Premises to Tenant is suspended.

3. DESTRUCTION OF LEASED PREMISES. Tenant shall notify Landlord as soon as possible of any casualty loss in or about the Leased Premises. Tenant shall notify Landlord immediately of any circumstance or condition in or about the Leased Premises which threatens the Leased Premises, or the property or safety of Tenant, Landlord or others. If the Leased Premises is partially destroyed by fire or other casualty, Tenant shall have the right and option 1) to continue to occupy the habitable portion of the premises, or 2) to terminate this Residential Lease Agreement absolutely and receive a refund of rent paid through the date of transfer of possession to Landlord.

4. BINDING EFFECT. This Residential Lease legally binds the Tenant, Landlord and their heirs, executors, personal representatives, successors and assigns. Tenant shall not have the right to assign this Residential Lease or sublet the Leased Premises without the prior written consent of Landlord.

5. INSURANCE. Landlord shall insure the structure within which the Leased Premises is located for fire and extended coverage. Tenant shall insure Tenant's personal property in or about the Leased Premises.

6. SUBLETTING AND ASSIGNMENTS. Only the individuals listed in the TENANTS section on page one of this lease are permitted to reside in this apartment. Tenant shall not assign this Residential Lease or enter into any sublease agreement without the prior written consent of Landlord. Any attempted assignment of sublease by Tenant without the prior written consent of Landlord is a violation of this Residential Lease. If Landlord shall consent to an assignment or sublease, any consent shall not be considered to be a consent to any other assignment or sublease. The sublet fee is \$40. Assignments are subject to a loss of security deposit in addition to the cost of advertising and Re-renting the apartment. Tenants are held responsible for rent until the apartment is rented to new qualified tenants.

7. RELIEF OF LANDLORD FROM LIABILITY. Landlord is not liable for loss, injury, or damage to any person or property unless the loss, injury, or damage is caused by the Landlord's intentional neglect. Tenant shall repay to Landlord any money spent by Landlord due to Tenant's intentional act or neglect. Tenant is responsible for all intentional acts or neglect of Tenant's family, and others who use the leased premises. Landlord shall not be liable for any injury or damage caused by water, rain, snow or ice that leaks or flows from whatever source into or around the leased premises or the building within which the leased premises is located.

8. USE AND OCCUPANCY OF LEASED PREMISES. The Leased Premises may only be used for residential purposes without the prior written consent of Landlord. Tenant shall occupy and use the premises in conformance with all Federal, State and Local laws, Regulations and Ordinances now in force or that may be enacted in the future. Tenant shall not store any flammable, hazardous, or toxic substances or engage in any activity in or about the Leased Premises which substances or activities expose Tenant, Landlord, or others to a risk of injury, loss or damage. RESIDENTS OF 512 & 516 WEST BEAVER AVE SHALL NOT BE PERMITTED TO HAVE MORE THAN 3 UNRELATED PEOPLE OCCUPYING THE PREMISES. RESIDENTS OF 228, 230, & 232 EAST FOSTER AVE MAY NOT USE THE BASEMENT AS A BEDROOM OR SLEEPING AREA.

9. RULES AND REGULATIONS. In addition to the terms and conditions of this Residential Lease, Tenant shall be bound by the Rules and Regulations which are attached to this Lease. Landlord shall have the right during the term of this lease to change or add to these Rules and Regulations, provided the purpose of any change or addition shall be to preserve the Leased Premises and the quiet enjoyment of all the tenants. No change or addition to the Rules and Regulations shall become effective until Tenant has been provided with a written copy of the changed or added Rules and Regulations by mail, posting or delivery to the Leased Premises. Tenant agrees that a violation of the Rules and Regulations shall be a violation of this Residential Lease. Violation of the Rules and Regulations by Tenant shall permit Landlord to exercise any and all of the remedies provided for in this Residential Lease.

10. SUBORDINATION. This Residential Lease is subordinate to any and all mortgages and security interests that are presently on the property or that in the future may be on the property of which the Leased Premises is a part.

11. CARE AND MAINTENANCE OF LEASED PREMISES. Tenant shall use good care when using the Leased Premises and all appliances, furniture (if applicable), fixtures, and all heating ventilation and air conditioning systems within the Leased Premises. Tenant also shall exercise good care when using any part of the building within which the Leased Premises is located. Tenant shall pay for all repairs to the Leased Premises, its contents, or any property of Landlord caused by the lack of good care by Tenant, Tenant's family members and Tenant's guests. Upon ending of this Residential Lease for any cause, Tenant shall peacefully surrender possession of the Leased Premises and its contents to the Landlord in good order, cleanliness and repair except for reasonable wear and tear. Tenant shall notify Landlord immediately of any repairs or the need for repairs within the Leased premises.

12. RIGHT OF ENTRY. Landlord, and persons authorized by Landlord shall have the right to enter the Leased Premises at all reasonable times to inspect, perform maintenance, do repairs and show the premises to prospective tenants and purchasers.

13. PET PROHIBITION. Tenant (s) shall not maintain or permit any animals or pets to be maintained upon the leased premises or any portion of the property of which the leased premises is a part

14. SERVICES / UTILITIES. Charges for utilities and services supplied to the Leased Premises shall be paid as follows:

UTILITY OR SERVICE: PAID BY:

- Cable Tv:
- Heat:
- Electric:
- Parking Fee:
- Water Service:
- Refuse Collection:
- Snow & Leaf Removal:
- Sewer Charges:
- Bus Pass:
- Other:

Dependent on Rental Property

Landlord shall have the right to temporarily suspend any utility or other services to the leased premises in order to do maintenance and repair or protect the property of Landlord or Tenant from risk of harm or loss.

For those properties that include a Landlord-provided bus pass, if for any reason the landlord can not provide bus passes, each resident will receive a monthly credit on their lease equal to their prorata share of landlords previous year's cost for the bus service

15. REMEDIES. If Tenant fails to pay rent or any other charges when due, or if Tenant violates any other terms, conditions, Rules or Regulations in this Residential Lease, Landlord may take action against Tenant. In such a case, Landlord does not have to give any notice of termination or notice to quit to Tenant before taking action. In such a case Landlord may take any or all of the following actions:

- a) Terminate this Residential Lease without prior notice
- b) Sue Tenant & Cosigner in court to recover possession of the Leased Premises without giving Tenant prior Notice to Quit the Leased Premises.
- c) Sue Tenant & Cosigner to recover the whole balance of the rent and charges owed for the remaining lease term.
- d) Sue Tenant & Cosigner for damages, including reasonable attorney's fees, resulting from Tenant's violation of any terms, conditions, Rules or Regulations, in this Residential Lease.
- e) Submit Tenant & Cosigner to collection agencies & credit bureaus with or with out taking previous legal action as outlined above to recover unpaid rent & charges owed & remaining due, damages, attorney fees, and cost of collections resulting from Tenant's violation of any terms, conditions, Rules or Regulations, in this Residential Lease.

Landlord may seek one or more than one remedy contained in this Residential Lease. Landlord's taking of any action against Tenant shall not prevent Landlord from taking other and additional actions against Tenant. Landlord's failure to enforce any term, condition, rule or regulation shall not prevent Landlord from enforcing the term, condition, rule or regulation at a later time.

16. ATTORNEY'S FEES / COSTS & COST OF COLLECTIONS. If Landlord shall enforce the provisions of the Residential Lease Agreement in any court against the Tenant, Landlord shall be entitled as part of any court judgment to be reimbursed for all costs and expenses of enforcement including reasonable attorney's fees and cost of collections.

17. GOVERNMENTAL POWER OF EMINENT DOMAIN: Eminent Domain is the right of a government to take private property for public use. Fair compensation must be paid. If all or any part of the Leased Premises (or the building within which the Leased Premises is located) taken by Eminent Domain, the lease shall terminate as to that part taken. Landlord shall not be liable to Tenant for any claims by Tenant for loss of use of all or any portion of the Leased premises (or the building within which the Leased premises is located) or because this Residential Lease has been terminated.

18. ADDITIONAL TERMS, CONDITIONS, RIDERS AND AMENDMENTS. This Lease includes all those additional terms, conditions, riders and amendments indicated below. The terms and conditions included in the attached Riders and Amendments are part of this Residential Lease. With the exception of the required lease addendum marked Rules and Regulations for all apartments, additional applicable addendums, riders, agreements, contracts and leases may possibly include but are not limited to any or all of the following:

- Lease Re-Rental Contract
- Early Move In Waiver
- Standard Furniture Package
- Additional Appliance Rental
- Electric Utility Payment Plan
- Lead Based Paint Hazard Disclosure
- Parking Lease
- Move-In Information Packet (to be delivered at Move In to one representative resident)
- Move-Out Information Packet (to be tendered 30 days prior to end of lease)

TENANT SHOULD NOT SIGN THIS RESIDENTIAL LEASE UNTIL THE TENANT HAS READ AND UNDERSTANDS THE INFORMATION INCLUDED IN THE IMPORTANT NOTICE ATTACHED TO THIS RESIDENTIAL LEASE.

LEASE SIGNATURE PAGE - Page #4

This Residential Lease date this _____ day of _____, 20____. Landlord: _____

Resident(s) Signature(s):	DATE	Resident(s) Signature(s):	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

COSIGNER GUARANTY

Intending to be legally bound, and in consideration of the above agreement with Tenant (s), the undersigned, jointly and severally, here guarantee the faithful performance of all of the terms, covenants, and conditions of this lease agreement by Tenants(s), and guarantee payment in full of all sums that may become due and owing Landlord by Tenant (s). This Guaranty shall remain in effect throughout the term of this lease and any continuation or renewal thereof and so long as Tenant (s) may owe any sum to Landlord. The liability of the undersigned shall be continuing, absolute and unconditional and landlord shall not be required to exercise remedies against Tenants (s) before proceeding against the undersigned. Landlord shall notify the undersigned if Tenant(s) shall breach this lease agreement and Landlord may not enforce the provisions of this Guaranty unless and until Tenants (s) fail to cure the default or breach within 15 days after such notice.

SAMPLE DOCUMENT ONLY

Cosigner Signatures: (MOTHER)	DATE	(FATHER)	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

This lease must be fully signed by the minimum # of required tenants and their cosigners, and returned to NREM by:01/11/13

Failure to return lease by this date may result in forfeiture of the apartment and your security deposit

APARTMENT #:

MINIMUM # REQUIRED TENANTS:

LEASE ADDENDUM

The following contract outlines optional addendums to your lease and details the changes these addendums make to your original lease. Please review those sections marked "Applies" below. PLEASE NOTE THAT NOT EVERY SECTION WILL APPLY TO YOUR APARTMENT By signing this form you agree to amend your lease with the following terms.:

PROPERTY:

APARTMENT #:

AGREEMENT TERMS:

This agreement is binding between the residents listed on the lease for the above apartment # and Nevins Real Estate Management. These terms and associated fees remain in effect for the entire term of the lease for this apartment . By signing this form you are as an apartment responsible for the terms and conditions set forth under each section below marked "APPLIES". Fees detailed in any applicable section below are due and payable at the same time as the monthly rent under the same terms of payment, penalties, and termination as outlined in the original lease.

ADDENDUM OPTIONS

1) STANDARD FURNITURE PACKAGE:

The following lists the types of furniture pieces and minimum # of each piece provided for any furnished unit as indicated on the first page of the lease. We do not have additional furniture to provide your apartment. We will not remove any listed piece of furniture from your apartment, EXCEPT THE # OF BEDS WHICH CAN BE REDUCED IF DONE IN WRITING TO OUR OFFICE BY JUNE 1ST BEFORE THE LEASE STARTS. All provided pieces must in the apartment by the last day of the lease

_____ Couch or Futon _____ Coffee Table _____ End Table _____ Bar Stools _____ Lamps
_____ Dinette Table _____ Chairs _____ Desks _____ Dressers _____ Twin Bed Set per Resident

Check Box in Front of Your Name and Initial Next to your name if you DO NOT WANT US TO PROVIDE A BED FOR YOU:

<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	_____	_____

2) ADDITIONAL APPLIANCE RENTAL:

(Optional for Cedar Lofts, Cedar Lofts East & Waupelani Lofts Apartments Only)

The following lists additional appliances available for rent. Appliances marked "Guaranteed" are currently in the apartment and will remain if residents checkmark the appliance. Appliances marked "Requested" are NOT guaranteed to be available. If Residents check mark a "Requested" appliance and we are able to provide that appliance resident agrees to accept the appliance and resultant fee. Residents obligation to accept ANY checked appliance ends ONLY if we can NOT provide them with the appliance. ALL FEES LISTED ARE FOR THE APARTMENT AS A WHOLE ON A MONTHLY BASIS.

CHECK ALL ADDITIONAL APPLIANCES YOU WISH TO RENT:

Portable Dishwasher (\$30)

Second Refrigerator (\$30)

3) ELECTRIC UTILITY PAYMENT PLAN:

(Only Available for Residents of Waupelani Lofts)

Residents of these apartments are responsible for the payment of their electric utility which includes heating of the apartment. In lieu of paying this bill directly to the utility company residents may elect to pay an additional \$35.00 per month per resident. If this option is chosen then the Landlord agrees to pay all electric charges for the leased premise and residents may not switch to directly paying the electric utility company themselves at any time.

CHECK YOUR PREFERENCE: ACCEPT DECLINE

4) LEAD BASED PAINT HAZARD DISCLOSURE:

(Only for Residents of Aurum Building, East Foster Townhomes, Fairview Apartments, Townview Apartments (#1 to 26), and the Houses at West Beaver Complex)

OFFICIAL NOTIFICATION: LANDLORD HAS NO KNOWLEDGE OF ANY LEAD-BASED PAINT AT THE PREMISES.

1) We as your landlord are required by Federal Law to disclose to the residents information about lead based paint hazards at the leased premises.

2) The landlord has provided a copy of the pamphlet entitled "Protect Your Family From Lead In Your Home". SIGNING BELOW INDICATES YOU HAVE RECEIVED A COPY OF THIS PAMPHLET.

3) This information given by the landlord in this section on the lease addendum options is certified to be true and correct to the best of the Landlord's knowledge and belief.

Please Sign & Date above your name to confirm you have read, understand, and agree to all sections above:

Blank Sections are determined by the specific
Apartment & Rental Property

LEASE ADDENDUM: RULES AND REGULATIONS

*** REQUIRED ADDENDUM ***

The LEASE and RULES & REGULATIONS represent the entire agreement of the parties, and any verbal representations are not binding upon the parties hereto. These Rules and Regulations are a part of the lease agreement between Landlord and Resident. As set out in paragraph 8 of the Lease Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms and conditions of the Lease Agreement and the non breaching party shall be entitled to exercise any or all of the remedies provided in the Lease Agreement. **ADDITIONALLY, ANY BREACH OF THE RULES AND REGULATIONS OUTLINED IN THIS ADDENDUM MAY RESULT IN ADDITIONAL FINES AND /OR CHARGES, WHICH THEN BECOME THE JOINT RESPONSIBILITY OF ALL SIGNATORIES TO THIS LEASE.**

1. Resident shall be responsible for all damage or injury resulting from any violation of these rules and regulations.
2. Resident shall not make or permit any disturbing noises to be made in the building by himself, members of his family, guests, or permit anything to be done that will interfere with the rights, comforts, or convenience of other Residents. Residents shall not play any musical instrument, stereo, television or radio on the premises if the same shall disturb or annoy other occupants of the building. Drinking, smoking, or any type of loitering is not permitted in the common areas, hallways, stairwells, or grounds of the property by anyone at any time.
3. Residents who have valid signed parking leases are the only people allowed to park on the property and only head-in, in the spaces designated on their parking lease. All permitted vehicles must be registered with the office, must be in driveable condition, and must have a current registration & inspection. Any other vehicle on the property at any time will be considered illegally parked and will be subject to ticketing and/ or immediate towing.
4. Resident shall keep both the interior and the exterior of the premises in a good state of preservation and cleanliness and shall not sweep, throw, place or store from the leased premises any item or substance from within the premises in any of the common halls, stairways or upon the exterior premises of said building.
5. No articles whatsoever, including but not limited to beer kegs, furniture, bicycles, garbage cans & grills, shall be placed in the common areas, porches, balconies, or on the staircase landings, nor shall any articles be hung from the windows or balconies or placed upon the window sills without Owner's permission. Neither shall any articles be shaken or hung from any of the windows, door, terraces or balconies.
6. The commode and other water apparatus shall not be used for any other purpose than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags or any other improper articles be thrown into the same, and any damage resulting from misuse will be the responsibility of the Residents of the violating unit.
7. Garbage, refuse, recycling and other waste matter shall be disposed of in appropriate cans or placed in the dumpsters. It is not to be stored in the interior of the apartment, nor is any garbage to be placed or stored around the exterior of the premise.
8. Resident will not add, remove, enter or change any locks or lock codes without the prior written consent of Owner.
9. Resident is responsible for ensuring the smoke detectors & CO detectors in the apartment are in good working order through regular visual inspection and signal/battery testing. Resident is responsible for battery replacement - if any form of battery failure is detected the red LED light will flash and the unit will "chirp" once every minute, and will continue for at least seven days. Resident will only use Duracell MN1500, MX1500 or Energizer E91 "AA" Batteries when replacing old batteries. Resident is responsible for informing landlord immediately of any malfunctioning unit. Owner shall not be responsible for the malfunction of smoke detectors whether as a result of weak or defective batteries or otherwise. Should Resident fail to keep a detector in good working order or permit any detector to be damaged in any way, Resident shall be assessed the sum of \$25 plus the cost of replacing the unit.
10. Candles or any open flame device are safety hazards and discouraged from use in the apartment. Any candle or open flame device found left unattended or being used where people are sleeping will result in a fine to the apartment
11. No charcoal, propane or other open flame devices for heating or cooking shall be operated or stored on combustible balconies (including porches, decks and steps), or within 10 feet of any building or combustible structure. Violation of these terms is considered a finable offense that could lead to eviction.
12. Resident will maintain a minimum temperature of 55 degrees F in all heated rooms of the dwelling. Kerosene burners or any type of auxiliary heaters are prohibited unless provided by Landlord.
13. Windows must remain closed during the cold weather months, determined by Centre County Code Regulations to be from October 1st through May 15th. During this time period we require all fans and air conditioners to be removed, and require windows to be closed anytime the temperature is below 55°.
14. No waterbed shall be permitted within the Leased Premises without the prior written consent of the Landlord. Hot tubs and/or pools of any nature are not allowed anywhere on the premises.
15. Beds are not permitted in the rooms designated as a study, which are the rooms on the lower level that do not have a window, in the following apartments: Cedar Lofts #3,4,7,& 8; Cedar Lofts East #3,4,7,8,17,18,19 & 20; and Waupelani Lofts #7,8,9, & 10.

16. Resident shall not install shelving, picture hooks, wallpaper, paint or alter in any way the features of the leased premises without prior written consent of the Landlord.
17. Resident will not install air conditioners or other electrical appliances without written permission from the Landlord. Air conditioners must meet the size & weight requirements for our windows, must be installed with a resident provided & management approved support bracket, and must be installed by our maintenance staff. Residents remains responsible for removing the air conditioner any time management requires, which is typically during the heating season from October 1st to May 15th.
18. Resident shall furnish electric light bulbs, fluorescent starters, and fuses.
19. Anything broken or damaged, which did not occur as a result of normal wear and tear, will be charged to the apartment. All maintenance resident charges must be paid within 30 days of the statement date.
20. A charge of \$40.00 will be made to unlock apartments for residents after working business hours, \$10 during business hours. A charge of \$40 will be made to change the code on any coded combination lock.
21. Apartment & mailbox keys will be loaned & lock codes distributed only during business hours and must be obtained at the Nevins Real Estate office. A valid proof of ID is required. No keys or lock codes will be furnished after business hours, on weekends, or holidays. If loaned keys are not returned within 24 hours, residents will be charged \$80 for lock replacement. All keys must be copied at Auman's Key Shop with Nevins Real Estate Management authorization.
22. At no time are vehicles of any type allowed on the grass, porches, sidewalks or common areas of the premises. Any vehicle not registered with Nevins Real Estate Management in the appropriate assigned spot will be subject to immediate ticketing and towing at the vehicle owner's expense.
23. No one shall go upon the roof or fire escape of the buildings on our properties nor enter any area clearly designated as being closed to residents and others. Violations of this rule will result in a minimum \$100 fine per resident per occurrence.
24. Pets are not permitted in your apartment or at your property. For any animal found on the premises there is a \$25/day penalty.
25. A \$25 minimum service charge will be levied on all checks returned due to non-sufficient funds or for any other reason. Late charges will accrue until the rent is paid in full.
26. The fee to sublet is \$40.00. The fee to be released from one's lease is \$200.00 above and beyond any security deposit that shall be retained by Landlord. Lease releases are at sole option of Landlord.
27. A penalty charge shall be assessed against those apartments responsible for paying their own utility bills directly to a utility company should Landlord receive any bills or statements from any utility company that should otherwise have been paid by Resident. This penalty fee will be \$50 for the 1st bill and will double with each additional bill received. Any utility or service in section 14 of the lease being paid by residents must remain in the name of and be billed to one of the residents on the lease, and must remain on and in service to the entire apartment for the entire term of the lease.
28. Fridges must remain plugged in and turned on for the entire term of the lease .
29. If Residents elect to pay rent in more then one lump sum payment (ie, one check OR one money order OR one cash payment OR one online ACH), a processing service charge of \$2.00 should be added with each payment received.
30. After choosing to pay rent either by apartment account or by individual accounts, and once the account has been established in the requested format, Residents shall be permitted to reverse their decision once without charge, but subsequent changes in payment format will result in an automatic charge of \$24.00 per Resident for the year.
31. Landlord assumes that all residents, regardless of how payment is actually made, have contributed to all security deposits paid. Therefore, Landlord reserves the right to return security deposits to the individual lessors in accordance with the equal pro rata share owed to each individual resident.
32. If any resident occupies the premises beyond the ending date of the Lease Agreement, a charge of \$100.00 per resident will be levied for each day or part of a day beyond any resident occupies the unit beyond the ending date.
33. Furnished apartments are provided with no more then one bed per resident on the lease. Residents are allowed to opt out of receiving one of our beds if they do so in writing to our office by June 1st before the start of the lease.
35. Landlord does not provide Washers & Dryers at 512 & 516 West Beaver Ave or 228, 230, 232 East Foster Ave. even though these types of appliances may be present at move in. Landlord assumes no responsibility for their presence or functionality.

36. Bicycles must be registered with the State College Borough Police Department at 243 S. Allen St. Unregistered bicycles or those with out-of-date registrations will be removed and disposed of immediately.

37. Bicycles may only be stored outside when attached to a designated landlord-provided bike rack and only if kept in good working order. Bicycles that are damaged, in a state of disrepair, or left unattended anywhere on the property other than the bike rack will be removed and disposed of immediately. If your property does not have a bicycle rack then your only on-site storage option will be inside your apartment.

PARTY RULES

38. Resident acknowledges that the Borough has a Nuisance Gathering ordinance and will comply with all Borough regulations contained within the ordinance.

39. Underage drinking and/or public intoxication are prohibited at all Nevins Real Estate Management properties. Violators, both visitors and residents, will be reported to the police, and residents will be subject to eviction for these offenses.

40. Apartments must register parties 24 HOURS before the day of the party. Weekend parties must be registered Monday through Friday during business hours. If an apartment fails to register a party, a fine of \$100.00 per resident will be levied against all residents of that unit, to be paid in full within thirty (30) days of notification of said charges. Parties are not permitted at Fairview or Towneview Apartments

41. Parties must be contained within the apartment unit for the duration of the party. Overflow of residents and/or guests out of the apartment unit into common areas is strictly prohibited. Apartment door must remain closed at all times and all alcohol must remain in the apartment at all times as well.

42. Apartments must not be overcrowded during a party to the extent that it poses a danger to occupants or the building as determined by management. There must be free room for people to move about unobstructed, to exit the apartment in a safe manner, and under no circumstances are more than 25 residents allowed in the apartment at any one time.

43. Residents of both registered and non-registered parties are subject to charges for resultant common area damages and clean-up costs, if any, to be divided between all apartments determined by management to have held a party on that day. All charges are to be paid in full within thirty (30) days of notification of said charges. In addition, each apartment will be held liable for its own interior damages and clean-up costs, if any.

44. Any resident who is convicted of the State College Borough "NUISANCE GATHERING ORDINANCE" is in violation of this lease. Any apartment that demonstrates an inability to adhere to Nevins Real Estate Management party policies can, at management's discretion, be denied registration privileges for the duration of the lease term.

END-OF-LEASE PROCEDURE RULES

1. For all parties vacating the premise, notify Management in advance of your exact moving date, then by the last day of the lease return all keys to the rental office - do not Leave keys at the premises, and provide a forwarding address in writing for each person listed on the lease.

2. For all apartments, If unit is carpeted, carpet must be professionally cleaned on the last day of the lease. A receipt from a professional carpet cleaning company provided to Management no later than the last day of the lease.

3. On the last day of the lease all apartment must be thoroughly cleaned and in a state of good repair. This means that all apartments must be returned to acceptable Nevins Real Estate Management condition as outlined in the Move-Out Packet to be delivered 30 days prior to the end of the. This should include but is NOT limited to the following: Hardwood or tile floors, all furniture must be cleaned (vacuumed, dusted and polished) inside and out, Mini-blinds or vertical blinds, stove, refrigerator (Do NOT turn refrigerator off, simply defrost and turn to lower setting; Do not defrost freezer by using a pick), exhaust fan, windows, all light fixtures, doors, radiators, ceiling exhaust fans, drawers, cupboards and base boards, windows must be washed on inside, all personal effects, food, and trash must be removed.

4. All residents of this lease regardless of vacating/renewing status are required to adhere to these end of lease rules as well as the procedures outlined in the Move-Out Packet. For partially vacating/renewing apartments this means that all residents of this lease must provide a clean damage free and orderly environment for the residents of this apartment for the next lease cycle. Failure to do so will result in charges against the entire security deposit in place for all the residents of this lease.

Please remember that there will be charges against your security deposit if the above procedures are not followed. Also, all damages beyond what Management considers normal wear and tear will be deducted from your security deposit. Further, more detailed instructions regarding move out procedures will be sent in the Move -Out Packet 30 days prior to move out. The steps outlined in this packet constitute additional requirements residents must fulfill.

Owner reserves the right to rescind any of these rules and to make such other and further rules and regulations as, In Owner's judgment, may be needed for the safety, care, maintenance, operation and cleanliness of the building, which when so made and notice thereof is given to Resident, shall have the same force and effect as if originally made a part of the foregoing Lease. However, such other and further rules shall not be inconsistent with the proper and rightful enjoyment by Resident under the foregoing Lease of the premises therein referred to.

LEASE ADDENDUM: Parking Contract

*** OPTIONAL ***

Date: _____

Apt #: _____
Landlord: Nevins Real Estate Management

Space #:

Resident Name: _____
Contract Length: _____ to _____

- Location of Cedar Lofts - 121 W. Fairmount Ave - \$ Monthly
 Cedar Lofts East - 127 Keller St & 711 E. Beaver Ave - \$ Monthly
 Fairview Apartments - 225 & 235 S. Buckhout St - \$ Monthly
 The Lofts - 728 Belaire Ave - \$ Monthly
 Towneview Apartments - 200/224/228 Bradley Ave - \$ Monthly
 Waupelani Lofts - 219 Waupelani Dr. - \$ Monthly
 West Beaver Complex Townhomes - 514 W. Beaver Ave - \$ Monthly

Vehicle Make: _____ Vehicle Model: _____

Color: _____ License Plate #: _____ State: _____

Vehicle Size: Compact Mid-Size Full Size

This parking lease is binding between Nevins Real Estate Management and the above listed resident(s) at the above check marked location and rate for one parking space. By signing and returning this form you are immediately responsible for and committed to one space and equivalent fee for the entire term of the apartment lease. Your obligation ends ONLY if we cannot assign you a space.

The rent for this parking space is due and payable at the same time as the monthly rent for the above listed resident's apartment and is subject to the same late fee and termination terms as indicated in the residents apartment lease, as well as any other governing terms of the apartment lease.

This lease is only valid for the vehicle listed. This vehicle must remain currently & properly registered & inspected at all times. The vehicle must also be maintained in good working order - No vehicle maintenance or repairs may be performed at the location check marked. Violations can result in additional fines, towing of the vehicle, revocation of this lease and collections for any unpaid portions of this lease at the time of revocation.

Resident is responsible for towing cars illegally parked or blocking residents assigned space at no cost to resident BY CALLING WALKS TOWING AT 238-2886. Any vehicles found illegally parked on Nevins Real Estate property are subject to immediate ticketing and/or towing without warning. Illegally parked vehicles can include but are not limited to ANY vehicles not parked in an official marked parking space. Resident understands that by signing this lease they are parking at the above location at their own risk and will not hold Nevins Real Estate Management responsible for any damage, theft or incident to their vehicle.

Nevins Real Estate Management is responsible for the plowing of the driveway when it snows under the following terms and conditions:

1. Plowing is done only after the snow has stopped and only in the main right of way of the owners parking lot. Residents are responsible for removing snow directly surrounding their respective vehicles OR snow in any public right-of-way adjoining our parking spaces.
2. If vehicles are illegally parked Nevins Real Estate Management's ability to effectively plow may be hindered and shall not be held responsible for such limiting circumstances.
3. Nevins Real Estate Management salts or cinders the driveway after plowing if conditions warrant, but is not responsible for removal of ice if subsequent melting and refreezing occur.

I have read and understand the terms & conditions of this parking contract

Resident Signature: _____ Date: _____

For Office Use Only - Parking Spot is: Guaranteed
 Requested - Date/Time Rcvd: _____/_____/_____ am
 pm

LEASE ADDENDUM: CATA Bus Pass

*** OPTIONAL ***

This is an additional OPTIONAL contract that changes your original lease. By signing this form you agree to amend your lease with the following terms. PLEASE READ CAREFULLY

Date: _____

The Property you live at determines the pass route you are eligible for

Property: _____

The Lofts
(UT & B Routes)

Towneview Apartments
(HP Route)

Waupelani Lofts
(R, RC, RP Routes)

Apartment #: _____

Resident Name:
(Please Print) _____

- Length of Bus Pass:
(Check One)
- Fall Semester - 08/19/15 to 12/31/15 (5 Months)
 - Spring Semester - 01/05/16 to 05/31/16 (5 Months)
 - 10 Month - 08/19/15 to 05/31/16 (10 Months)
 - Year - 08/19/15 to 08/13/16 (12 Months)

This CATA Bus Pass agreement is binding between Nevins Real Estate Management and the above listed resident(s) for the property and corresponding bus route listed and for the length of time checked.

By signing and returning this form you are responsible for a fee of \$12 per month for every month listed in the "Length of Bus Pass".

The \$12 monthly fee for this bus pass is due and payable at the same time as the monthly rent for the above listed resident's apartment and is subject to the same late fee and termination terms as indicated in the residents apartment lease, as well as any other governing terms of the apartment lease.

If the residents rent account has any past due or unpaid balance at any point for any reason this bus pass may be suspended or terminated at Landlord discretion.

The resident is also responsible for the terms & conditions set forth in the Centre Area Transportation Authority Apartment Pass Authorization & Agreement form that must be signed and submitted to CATA when resident applies for bus pass.

Bus passes are not transferable and are only for use by residents of Nevins Real Estate Management. Lost bus passes can only be replaced by CATA who charge a fee of \$25 for replacement passes.

I understand & agree to the terms of this addendum

Residents Signature

Date

For Office Use Only:

Approved By

Check if Replacement Initials

Date Done _____



214 South Allen St.
 State College, PA 16801
 Phone: (814) 238-3153
 Fax: (814) 238-8482
 Email: NevinsInfo@Apt-SC.com

COSIGNER INFORMATION FORM

This form needs to be filled out & signed below by the same individual(s) cosigning the lease. Married Cosigners must both sign the lease when they maintain joint legal guardianship for the resident listed.

GENERAL INFORMATION

Cosigning For (Residents Name): _____ Apt #: _____ Relation to Resident: _____
 Name: _____ E-mail Address: _____
 Street: _____ City/State/Zip: _____
 Phone # (Home): () _____ Phone # (Cell): () _____ Phone # (Work): () _____
 Date Of Birth: _____ Social Security #: _____ *****REQUIRED*****
Marital Status (Circle One): Single Married Separated Divorced Remarried Widowed
If Married/Separated:
 Spouse's Name: _____ Date Of Birth: _____ Social Security #: _____

RESIDENCY:

(Circle One) RENT MORTGAGE OWN For How Long at Current Location?: _____

EMPLOYMENT:

You are (Circle One): Employed Unemployed Retired
 Employer: _____ Phone #: () _____ Ext: _____
 Street: _____ City/State/Zip: _____
 Position/Title: _____ How long? _____
Yearly Income (Circle One): \$0-10k \$10-20k \$20-30k \$30-40k \$40-50k \$50-75k \$75-100k +\$100k

SPOUSES EMPLOYMENT:

Your Spouse is (Circle One): Employed Unemployed Retired
 Employer: _____ Phone #: () _____ Ext: _____
 Street: _____ City/State/Zip: _____
 Position/Title: _____ How long? _____
Yearly Income (Circle One): \$0-10k \$10-20k \$20-30k \$30-40k \$40-50k \$50-75k \$75-100k +\$100k

ADDITIONAL INCOME SOURCES:

Check all that apply
 Social Security Pension Other: _____
 Amount? _____ Per _____

Please provide documentation and/or indicate the person we need to contact to verify this financial information:
 Organization / Contact Name: _____ Phone #: _____

I warrant that all of the above information is true and correct to the best of my knowledge. I hereby give permission to Nevins Real Estate Management to contact past and present references, employers and any other necessary sources to secure facts pertaining to the information contained on this form.

PLEASE PRINT NAME, SIGN & DATE BELOW:

Cosigner Signature: _____ Date: _____
 Cosigner Signature: _____ Date: _____