

MARKS & CO., INC.

Apartment Lease

Apartment Building: _____

Apartment No. _____

Address: _____

Date of Lease: _____

1. **Parties. This Lease**, made on _____, between MARKS & CO., INC., Agent, 101 Mill Creek Road, P.O. Box 589, Ardmore, Pennsylvania 19003-0589, (610-649-7700) (hereafter called "Landlord") and

(hereafter called "Tenant").

2. **Apartment, Rent, Terms & Conditions.** Landlord agrees to rent to Tenant the apartment identified above upon the terms and conditions set forth in this Lease.

- (A) Term of lease: **FROM:** _____
- (B) Beginning Date of Lease: **NOON** _____
- (C) Ending Date of Lease: **NOON** _____

FIRST DAY OF THIS LEASE TERM BEGINS AT NOON ON THAT DAY AND LAST DAY OF THIS LEASE TERM ENDS ON NOON ON THAT DAY. THERE IS NO REDUCTION IN THE MONTHLY RENT FOR FIRST MONTH OR FOR LAST MONTH EVEN THOUGH THEY MAY EACH CONTAIN LESS THAN A FULL MONTH.

(D) Length of renewal term if Lease is not ended by either party: One (1) Year

(E) Required written notice by Landlord or Tenant to end this Lease: 90 days before the ending date of this Lease or any renewal term.

(F) **Rent (including "Base Rent", "Parking Fee" and "Energy Surcharge") is due and shall be paid in full promptly (without demand) in advance on the first day of each month during the Lease term, beginning on _____, in monthly installments in the amount of\$00.00.**

Late fees and check processing fees are imposed as explained on page 2 (See §3). If Tenant vacates this apartment prior to two full years, there will be a repainting and refurbishing charge of one half month's rent.

(G) Tenant will pay the following before taking possession:

	<u>Paid</u>	<u>Due</u>
1. Pro-rata Base Rent from ___/___/___ to ___/___/___	\$	\$
2. Base Rent-first regular due date	\$	\$
3. Security deposit	\$	\$
4. Base Rent paid in advance on account of final month of Lease (§53)	\$	\$
5. Monthly Parking Fee – space # _____	\$	\$
6. Monthly Utility Surcharge	\$	\$
7. Credit Report	\$	\$
8. Lease Transaction Fee	\$	\$
Total paid to date	\$	
Total amount due		\$

BALANCE DUE BY:

(H) Apartment will be used only as a residence.

(I) Maximum number of occupants under this Lease: _____

(J) Utilities and services to be supplied as follows:

- | | |
|--------------------------|--------------------------------|
| 1. Cold water – Landlord | 4. Heat - Landlord |
| 2. Hot water - Landlord | 5. Electricity - Tenant |
| 3. Sewer Rent – Landlord | |

In addition to the Base Rent specified on page 1, Tenant shall pay an Energy Surcharge each month as indicated here. All listed Landlord-supplied utilities are subject to payment of Energy Surcharge by Tenant. Monthly Energy Surcharge....._____

(K) Rules and regulations are attached.

(L) If Landlord's insurance premiums on the apartment building increase because of any action or conduct of Tenant, Tenant's family or Tenant's guests [See paragraph (48)], Tenant agrees to pay any increases with the rent.

(M) Maximum number of automobiles that may be parked on any unreserved parking lot- _____.

If there are multiple Tenants on this Lease, the maximum number of automobiles that may be parked is still only the indicated number of automobiles – **not** one or more automobiles per Tenant. In addition, if a Monthly Parking Fee is set forth in paragraph (2)(G)(5) on page 1, then Tenant shall pay that Monthly Parking Fee each month. The Monthly Parking Fee entitles all Tenants of this apartment to park **one** automobile on the indicated reserved space in the parking lot or garage at any time but no more than one automobile and only in that space. Parking is subject to the terms of paragraph (19) of this Lease.

(N) Tenant understands that the apartment is being rented in its present condition except that it will be cleaned and repainted before Tenant moves in.

(O) Before the beginning of this Lease term, Landlord agrees to make the following repairs, replacements or installations: N/A

3. **Rent Payments.** Rent (including Base Rent, Parking Fee and Energy Surcharge) is due and payable in full on or before the **first day of each month**. Rent may be paid by check, money order or electronically. Rent may be paid electronically using Landlord's website or Tenant may use Tenant's online banking but in either event electronic funds must be received by Landlord by the due date set forth in this paragraph. If rent is paid by check, the check must be mailed to Marks & Co., Inc., 101 Mill Creek Road, P.O. Box 589, Ardmore, PA 19003-0589. If rent check or electronic payment is not received by Landlord by the first day of the month, there will be a **Late Charge of \$50.00**. If rent is not received by the fifteenth day of the month, there will be an **Additional Late Charge of \$50.00**. Late Charges must accompany the rent payment. If a Tenant's rent check is returned by the bank for insufficient funds or any other reason, there will be a **Check Processing Fee of \$50.00** in addition to the Late Charge. **The name of the apartment building and apartment number must be written on the check.**

4. **Utilities.** Tenant shall promptly pay for the utilities, if any, which Tenant is responsible to supply. [See paragraph (2) (J)] If Landlord fails to supply any of the utilities which Landlord is responsible to

supply, Landlord shall not be liable to Tenant for any damage due to that failure unless it was caused by Landlord's gross negligence

5. **Air-Conditioners – Window Units Only.** Tenant may not use any portable room air conditioners. No air conditioners may be installed in any windows other than by Landlord at a cost to be determined by Landlord. The number and size of air conditioners allowed in any apartment may be limited by Landlord. Any Tenant who violates these provisions shall be deemed to be in violation of the Lease, and all costs for removal and replacement of window parts or any other costs involved with the removal of air conditioner unit(s) shall be paid for by Tenant and shall be deemed to be added to the rental charges, and collected in the same manner as provided in the Lease.

6. **Other Payments.** All payments due from Tenant to Landlord under the provisions of this Lease shall be treated the same as rent. Landlord shall be entitled to all the same legal rights and remedies in collecting those payments as Landlord would be entitled to use to collect rent.

7. **Receipt of Lease.** Tenant acknowledges receipt of a fully signed copy of this Lease, either in paper form or digital form.

8. **Delayed Possession.** If Landlord is unable to give Tenant possession of the apartment at the beginning of the Lease term, for any reason not caused by Tenant, Tenant shall have the choice of (i) ending this Lease and recovering rent and/or security deposit (without charge or interest) and any other money already paid or (ii) delaying the beginning of the Lease term until Landlord is able to give possession to Tenant. No rent will be due until possession is available. If Tenant agrees to delay the Lease term, Tenant may end this Lease at any time before Landlord gives possession to Tenant. Landlord shall not be liable for damages where failure to deliver possession is due to conditions beyond Landlord's control.

9. **Smoke Detectors.**

(A) Tenant acknowledges that smoke detectors are installed in the apartment. Tenant also acknowledges:

- (1) That Tenant has been instructed by Landlord as to all procedures needed to test the smoke detectors in the apartment.
- (2) That Tenant fully understands how to test the smoke detectors.
- (3) **That Tenant promises to test monthly or more frequently, as recommended by the manufacturer, all smoke detectors in the apartment.**

(B) **Tenant agrees to notify Landlord immediately in writing if any smoke detector is found not to be working for any reason. Tenant agrees to pay for and keep fresh batteries in each smoke detector in the apartment and to install new batteries at least every six months.**

(C) **Tenant acknowledges that it is unlawful for Tenant or anyone else to destroy or remove the smoke detector.**

(D) Tenant agrees to pay any loss or damage incurred by Landlord which result from Tenant's failure to comply with any part of this paragraph (9).

10. **Termination and Change in Lease Terms.**

- (A) Either Landlord or Tenant may terminate this Lease by giving written notice to the other party at least the number or days before the end of the Lease term (or before the end of the renewal term) specified in paragraph (2)(E).
- (B) In addition, if on or before the date specified in paragraph (2)(E), Landlord gives Tenant written notice of Landlord's intention to change the provisions of the Lease for the renewal term, Tenant must notify Landlord in writing by the deadline set forth below, of Tenant's intention not to renew the Lease. Otherwise, Tenant will be deemed to have accepted Landlord's changed Lease provisions and Tenant shall be a Tenant under those changed Lease provisions for a renewal term as stated in the notice. If no renewal term is stated in the notice, Tenant shall be a Tenant under those changed Lease provisions for a renewal term as stated in paragraph (2)(D). Landlord's notice may include a change in the length of the renewal term, a change in the amount of the rent or a change in any other provision in the Lease. The deadline for Tenant's notice of intention not to renew shall be the later of (i) ten days after the date of Landlord's change notice or (ii) the date specified in paragraph (2)(E).
- (C) **Month-To-Month Lease Only.** If but only if the Lease is or becomes a month-to-month Lease, it may be ended by either Landlord or Tenant at the end of any calendar month except November, December or January by giving written notice, within the time period set forth below. Notice of termination must be given on or before the last day of the calendar month, which is at least three full calendar months prior to the date of termination. For example, notice of termination on August 31st must be given no later than the previous May 31st. Any notice or termination for the end of November, December or January (even if given three months before November 30th) shall be treated as notice of termination to be effective on the following February 28th. Any notice of termination other than at the end of a calendar month or later than the three-month deadline set forth above shall be treated as notice of termination as of the end of the earliest calendar month for which a termination notice could be properly given. For example, notice given on April 15th for an attempted termination on July 15th or notice given on April 15th for an attempted termination on June 15th, shall in either event be treated as timely notice of termination effective July 31st. If notice of intended termination is given, the Lease shall end on the last day of the earliest calendar month for which the termination was or could have been properly given.

11. **Premature Termination.** If Tenant wishes to end this Lease prior to the end of the current Lease term, Tenant must give written notice stating the early termination date and enclose a check to Landlord for \$1,000.00 to cover costs of re-renting. Tenant must vacate by the date noted in the Early Termination Letter. In addition, Tenant will continue to be liable for making regular monthly rent payments per Lease provisions until a new qualified tenant is accepted by Landlord and takes occupancy of the apartment. If Tenant fails to make either the full \$1,000.00 payment with the Early Termination Letter or fails to pay the monthly rental payments per Lease provisions, Landlord may treat that failure as a default under the Lease and exercise any or all of the remedies given to Landlord under the terms of this Lease for a default by Tenant as set forth in paragraph (37). This includes the right to immediately seek payment for the rent which would have been due to Landlord during the remaining portion of the Lease term.

12. **Condition of Apartment/Repairs.** Tenant acknowledges that Landlord has made no representations to Tenant about the condition of the apartment or about anything else that is not expressly stated in this Lease. Landlord shall have no obligation to make any repairs to the apartment or to the apartment building at or before the beginning of this Lease unless set forth in paragraph (2) (O). Except for anything set forth in that paragraph, Tenant accepts the apartment in “as is” condition. Landlord shall have the right whenever Landlord determines it is necessary to enter the apartment to make repairs to the apartment or to make repairs, alterations or additions to the apartment building or for emergencies. Landlord shall not be responsible to Tenant for interruption in Tenant’s use of the apartment or for Tenant’s inconvenience resulting from these actions by Landlord. Tenant understands that Landlord is not required to make repairs caused by Tenant’s unreasonable, careless or willful conduct or similar conduct by Tenant’s family or Tenant’s guests [See paragraph (48)].

13. **Tenant’s General Obligations.** Tenant, Tenant’s family and Tenant’s guests [See paragraph (48)], shall at all times

- (A) Keep the apartment clean and safe;
- (B) Remove from the apartment all trash, garbage and other waste in the manner established by Landlord and/or laws or governmental regulations;
- (C) Use in a responsible manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators if there are elevators in the apartment building;
- (D) Not deliberately or carelessly destroy, deface damage, impair or remove any part of the apartment or the apartment building or knowingly permit Tenant’s guests [See paragraph (48)] to do so;
- (E) Behave in a manner that will not unreasonably disturb any neighbor’s peaceful enjoyment of his or her apartment;
- (F) Make no changes to the apartment including, but not limited to, painting, rebuilding, removing or repairing, without the written permission of Landlord. Any improvement made to the apartment shall belong to Landlord, unless Landlord otherwise agrees in writing;
- (G) Promptly notify Landlord of all necessary repairs; and
- (H) Not bring or keep dangerous or flammable materials in the apartment or the apartment building.

14. **Floor Covering.** Tenant shall cover a minimum of 75% of the hardwood floor area with rugs or carpeting and padding no later than thirty days after Tenant moves into the apartment and shall keep it covered during the term of the Lease.

15. **Comply with Laws/Notify Landlord.** Tenant, Tenant’s family and Tenant’s guests [See paragraph (48)] shall at all times comply with all laws, ordinances, rules, regulations and court decisions (federal, state and local as to each of these). Tenant shall reimburse Landlord for any fines, penalties or costs resulting to Landlord from (i) Tenant’s failure to comply with this provision or (ii) the failure of any of those persons mentioned above to comply with this provision. Tenant shall give Landlord prompt notice of any fire, accident or damage occurring on or to the apartment.

16. **Comply with Rules.** Tenant, Tenant’s family and Tenant’s guests [See paragraph (48)] shall at all times comply with rules and regulations issued in writing by Landlord. Rules and regulations issued by Landlord after this Lease has been signed shall apply to all tenants of the apartment building.

17. **Prohibitions.** Tenant shall not keep any pet or pets in the apartment or the apartment building, however, cats are permitted but only with a signed Cat Addendum and payment of associated fees as provided in the Cat Addendum. No bidet toilet or similar devices, whether temporary or permanent, may

be installed or used in the apartment. No waterbeds are allowed in the apartment. Tenant shall not apply contact paper to any surface in the apartment. Tenant shall not keep, use or store electric or kerosene heaters in the apartment or the apartment building.

18. **Tenant Not to Vacate.** Tenant shall not vacate the apartment or attempt to remove Tenant's property from the apartment except at the end or the term of the Lease unless Tenant first pays Landlord all the rent that this Lease provides will become due during the remaining portion of the Lease.

19. **Parking.** Tenant may not park in any space in any parking garage or in any reserved parking lot unless Tenant has reserved and rented that space and paid the monthly rent for that reserved space. Tenant shall have the right, jointly with the other tenants in the building, to park the number of automobiles, if any, specified in paragraph (2)(M) on the unreserved building parking lots if there are sufficient spaces available. Landlord does not guarantee to provide any particular number of spaces or the availability of a parking space in any unreserved lot. Tenant may only park an automobile with a currently renewed registration (license plate) and with a current inspection sticker (if an inspection sticker is required by the state of registration). No motorcycle, van, motor home, mobile home, trailer, truck, pods, commercial vehicle or any vehicle that (in Landlord's discretion) is unsafe or otherwise objectionable may park on the building's parking lots or in the garages. Tenant may not store on the parking lots or in the garages: an unregistered vehicle, a vehicle that has been damaged so that it is not operable, a vehicle that is not in active use, or any property other than an automobile. If Tenant violates any provision in this paragraph, in addition to all other remedies set forth in the Lease, Landlord may have the violating vehicle towed away at Tenant's expense for towing and storage.

20. **Storage Space.** If Landlord provides storage space for Tenant in the apartment building but outside Tenant's apartment, Landlord shall not be liable to Tenant for any loss or damage to any property stored in that space no matter what causes the loss or damage. Tenant must remove all items from the storage space at the end of the Lease or the remaining items will be treated like abandoned property under paragraph (35) of this Lease.

21. **Landlord's General Obligations.** Landlord agrees, unless beyond Landlord's control or unless caused by Tenant, Tenant's family or Tenant's guests [See paragraph (48)], to:

- (A) Keep the apartment and common areas in reasonable condition and as required by law or government regulation;
- (B) Keep the roof, windows, doors, floors, steps, porches, walls, ceilings and all other structural components of the apartment in good repair and working order;
- (C) Keep all electrical, plumbing, sanitary, drainage, heating, water heating, air conditioning, ventilating, elevator and all other facilities, appliances and services supplied or required to be supplied by Landlord in good working order and safe condition;
- (D) Keep the apartment reasonably free from insects, rodents and pests; and
- (E) Supply heat (if stated in Lease), as required by regulation.

22. **Landlord's Right to Show Apartment.** The employees and duly authorized agents of Landlord shall have the right to enter the apartment in order to show the apartment to possible new tenants in the apartment building or possible purchasers of the apartment building or anyone else having an interest or possible interest in the apartment or the apartment building. This may be done at any time.

23. **Signs/Halls.** Landlord shall have the right to place sale, rent or informational signs in or near the apartment and anywhere in or near the apartment building to inform the public that the apartment or apartments in the apartment buildings are available to rent or that the apartment building is available for sale. Tenant may not place any sign in the apartment or the apartment building or on any window, door or

wall of the apartment or apartment building. Tenant may not place or store anything in the halls, lobby or common areas of the apartment building.

24. **Fire or Casualty Damage.**

- (A) If fire or casualty (accident, mishap) destroys or damages the apartment so that the apartment is not livable, Tenant may;
- (1) Immediately move out and within twenty-four hours, or before the end of the next business day, notify Landlord that the Lease is ended, in which case this Lease shall end as of the date of moving out; or
 - (2) If permitted by law or government regulation, continue to occupy the usable part of the apartment, in which case Tenant's responsibility for rent shall be reduced proportionally from the rent due until the damages are repaired. If continued occupancy by Tenant is not permitted by any law or government regulation, this Lease shall end immediately.
- (B) If the Lease is ended, any rent paid in advance for the period after the fire or casualty shall be returned to Tenant, as required by law or regulation and the security deposit shall be applied or returned as provided in paragraph (36).
- (C) Tenant shall be fully responsible for meeting all Tenant's requirements under this Lease, including the payment of rent, if the apartment is damaged or destroyed by fire or other casualty caused by Tenant, Tenant's family or Tenant's guests [See paragraph (48)].

25. **Sale of Apartment Building.**

- (A) If Landlord sells the apartment building, Landlord shall provide Tenant with written notice specifying:
- (1) The name of the new Landlord;
 - (2) The address of the new Landlord and/or agent, if any;
 - (3) Telephone number of the new Landlord and/or agent, if any;
 - (4) Where rent is to be paid; and
 - (5) That the security deposit, if any, has been assigned and transferred to the new Landlord who shall be responsible for it.
- (B) Tenant agrees and directs Landlord to transfer all monies held, if any, for Tenant to a new owner/landlord or agent.
- (C) Tenant understands that Landlord will not have any further responsibility under this Lease after the apartment building is sold to a new owner.
- (D) Landlord shall require the buyer of the apartment building, as a condition of sale, to assume all obligations of Landlord under this Lease.

26. **Parties Bound.** This Lease shall be binding upon and shall pass to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties, subject to paragraph (27).

27. **No Subleasing or Assignment.** Tenant shall not transfer this Lease or sublet the apartment, or any part of it, under any circumstance.

- (A) If Tenant sublets the apartment or assigns this Lease despite the prohibition in this Lease, Landlord may collect the rent directly from the subtenant or from the person to whom the Lease was assigned. These rents shall be applied against the rent owed by Tenant to Landlord. Landlord's action in collecting them shall not relieve Tenant of any obligation to Landlord under this Lease including the obligation to pay any unpaid balance of the rent to Landlord. Neither this provision nor the collection of any rent shall constitute permission by Landlord to any sublease or assignment nor shall the collection of rent constitute a waiver of Tenant's breach of the Lease.
- (B) If Tenant sublets or assigns this Lease despite the prohibition in this Lease and if Landlord chooses to waive this breach, Tenant may not collect more from the person to whom the Lease was assigned than Tenant must pay Landlord under the provisions of this Lease. If Tenant does receive a profit over and above what Tenant must pay Landlord, Tenant shall immediately pay that profit to Landlord. Neither this provision nor the acceptance of any profit payment by Landlord shall constitute permission by Landlord to any sublease or assignment.

28. **Government Takes Property.** If part or all of the apartment is taken (condemned) by governmental entity or any other authority, the rent shall be reduced proportionately or the Lease will end altogether if all the apartment is taken or is unusable. No money paid to Landlord for the apartment shall belong to Tenant. This shall also apply if all or part of the apartment is sold or transferred to the governmental entity or authority. Upon any taking, sale or transfer of this type, Tenant shall peaceably move out of all or part of the apartment as notified or Tenant shall be evicted.

29. **Subordination.** The lien of any mortgage now existing against the apartment building or placed against the apartment building after the date of this Lease shall have priority over this Lease. If this is a sublease, the terms of any prior lease which covers the apartment or the apartment building shall also take priority over this Lease. If any legal documents are necessary to make the subordination (priority of the mortgage or lease) effective, Tenant agrees to sign and acknowledge those documents if and when given to Tenant.

30. **Responsibility For Injury/Release.** If any person or property is injured or damaged in the apartment by any cause, whether the property belongs to Tenant or to anyone else, Tenant shall be responsible for the injury or damage. Tenant shall indemnify (reimburse) Landlord against any loss resulting to Landlord from any claims by anyone against Landlord for that injury or damage. Tenant also agrees to reimburse Landlord for any losses to Landlord resulting from claims against Landlord for any injury or damage caused to Tenant or Tenant's family or Tenant's guests [See paragraph (48)]. Tenant shall not be responsible to Landlord under this paragraph if the injury or damage resulted solely from the gross negligence of Landlord. Landlord shall never be liable to Tenant for any damage caused by fire, water, steam, heat or lack of any of those things.

Tenant hereby releases Landlord from all liability that results from any injury and/or damage to any person and/or to any personal property located in, on or around the apartment, whether the property belongs to Tenant or to any other person. This applies whether the injury or damage is caused by any fire, breakage, leakage in the apartment or in any other portion of the apartment building or in any other place and even if the injury or damage is caused by any other cause of any nature.

30a. **Mediation and Arbitration of Personal Injury Claims.**

- (A) Landlord and Tenant agree that if Tenant wishes to make any claim against Landlord of the kind described in paragraph (B) below, either Landlord or Tenant shall have the option to submit the dispute to non-binding mediation as provided in paragraph (E) below. If either party requests to submit the dispute to mediation, both parties shall engage in the non-binding mediation procedures in good faith. If neither party requests to submit the dispute to mediation or if the dispute is not resolved in the non-binding mediation proceedings and if Tenant wishes to move forward with Tenant's claim, Landlord shall have the sole option to decide if the claim shall be determined (i) by arbitration and not through court proceedings or (ii) by court proceedings. This right to request non-binding mediation and to require claims be submitted to and determined by arbitration shall include (i) claims against Landlord and/or Landlord's principal, (ii) claims against any agent or employee of Landlord and/or its principal and (iii) claims against any shareholder or partner of Landlord, its principal and/or Landlord's agents. When used here, the term "Landlord Party" shall mean an agent, employee, shareholder or partner of Landlord or of another Landlord Party.
- (B) The kind of claims that are subject to the provisions of paragraph (A) above (that may require submission to non-binding mediation or that may require determination by arbitration) include all claims resulting from any personal injuries (including death) to Tenant or to members of Tenant's family who reside in the apartment with Tenant where it is claimed that (i) some action by Landlord or a Landlord Party caused the injury, (ii) some omission (failure to act) by Landlord or a Landlord Party caused the injury or (iii) some condition that existed at the apartment, in the building or on the property of Landlord caused the injury. This would include not only injuries from physical conditions such as broken bones, wounds, bruises, strains, disfigurement, etc. but also injuries, diseases or conditions resulting from the existence or presence of infestation, chemicals, asbestos, mold, fungus, bacteria, Radon, petroleum, lead, hazardous materials, etc. in the apartment, in the building or on the property or the exposure to, contact with, ingestion of or inhalation of any of the listed substances or conditions or similar substances or conditions.
- (C) Nothing in this mediation and arbitration provision shall create or make valid any claim against Landlord or against a Landlord Party that is expressly prohibited by other provisions of this Lease. Nothing in this mediation and arbitration provision shall extend any claim against Landlord or against a Landlord Party that is expressly limited by other provisions of this Lease. Nothing in this mediation and arbitration provision shall create or make valid any claim against Landlord or against a Landlord Party that is not otherwise a valid claim under existing Pennsylvania law. The time period for making a claim shall be governed by the same laws of Pennsylvania that would govern the time period for filing a lawsuit for that claim, whether either party requests mediation and whether Landlord elects arbitration or court proceedings.
- (D) If Tenant wishes to make a claim for personal injuries against Landlord or a Landlord Party, Tenant shall give Landlord written notice of the claim (the "Claim Notice"). Within fourteen days of the Claim Notice, either party may notify the other of the desire to proceed with non-binding mediation. If either party does so, Landlord shall provide the names and Tenant shall notify Landlord of the selected mediator as provided in paragraph (E) below and the parties shall engage in the mediation proceedings described there. If neither party requests mediation within that time period, the parties shall not be bound to proceed with non-binding mediation but by mutual agreement thereafter, they may agree to submit the dispute to non-binding mediation.

- (E) If either party requests to submit the dispute to non-binding mediation, Landlord shall provide Tenant with the names of two or more reputable independent mediators or mediation services and Tenant shall have the right to choose a mediator from among the names provided. Alternatively, if both parties agree, they may mutually select a mediator. No one shall serve as mediator who has a financial interest in the affairs of either party. If Tenant requests mediation or if both parties request mediation, the parties shall equally share the fees of the mediator and expenses of mediation. If only Landlord requests mediation, Landlord shall bear those fees and expenses. The mediator shall conduct the mediation proceedings as the mediator determines in the mediator's reasonable professional discretion, consistent with the normal professional standards for the type of dispute involved. If the parties mutually agree to a resolution proposed by the mediator, a written agreement shall be prepared and when signed by both parties shall become a binding contract between them. If the parties cannot agree to a resolution, the mediation proceedings shall have no binding effect on either party and – unless otherwise agreed by both parties – no statement made by either party in the mediation proceedings may be used in any further arbitration or court proceedings against the interest of that party.
- (F) If neither party requests to submit the dispute to mediation or if the dispute is not resolved in the non-binding mediation proceedings and if Tenant wishes to move forward with Tenant's claim, then Tenant agrees that if Landlord elects arbitration, the arbitration procedures set forth below shall be the only remedy in connection with any claim of the kind described in paragraphs (A) and (B) above. If Landlord elects arbitration, Tenant gives up the right to seek any other remedy or to file any lawsuit relating to that kind of claim. If Landlord elects arbitration, Landlord and Tenant each give up their rights to any trial by jury or trial by judge without a jury with respect to that kind of claim.
- (G) Whether or not the parties submit the dispute to non-binding mediation, within twenty-one days of receipt of the Claim Notice from Tenant, Landlord shall advise Tenant whether Landlord elects arbitration or elects court proceedings. If Landlord fails to notify Tenant within that time period, Landlord shall be deemed to have elected court proceedings.
- (H) If Landlord elects arbitration, Landlord shall include in the notice to Tenant of that election, an indication of the scope of discovery that will be permitted to both parties in the arbitration proceedings. Both Landlord and Tenant shall be subject to the same scope of discovery. Landlord may elect: (i) no discovery – in which event neither party shall have the right to force the other party to respond to any discovery requests, such as written questions or interrogatories, oral depositions, medical examinations, etc., (ii) discovery at the discretion of the arbitrators – in which event each party shall be entitled to engage in such discovery as the arbitrators permit, within the arbitrators' exclusive discretion or (iii) full discovery – in which event the scope of discovery for both parties shall be the same as would be permitted under the Pennsylvania Rules of Civil Procedure applicable to civil litigation involving a personal injury claim in the Court of Common Pleas of Montgomery County, Pennsylvania. The selection of any scope of discovery, including full discovery, shall not itself make any other court rules or procedures applicable to the arbitration proceedings. If Landlord elects arbitration but fails to indicate the scope of discovery, Landlord shall be deemed to have elected discovery at the discretion of the arbitrators.
- (I) For purposes of meeting the legal deadline for making a claim, Tenant must give the Claim Notice to Landlord as stated above by the deadline provided under Pennsylvania law for filing a lawsuit making that same claim if there had been no mediation or arbitration

provision in this Lease (the "Statute of Limitations Deadline"). In addition, Tenant must also take one of the following actions – whichever is applicable – *within that same time period*:

- (i) if Landlord elects arbitration, then Tenant must either (1) (a) give written notice to Landlord of Tenant's intention to select an arbitrator as provided below by the Statute of Limitations Deadline and (b) actually select the arbitrator and notify Landlord of the selection within ten days of notice of intention to do so (items (a) and (b) may be contained in a single notice or in separate notices to Landlord), or (2) commence a lawsuit against Landlord (or against the applicable Landlord Party) that would be adequate – as to timing and as to content and as to procedure - to preserve Tenant's claim if there had been no mediation and arbitration provision in this Lease. If Tenant chooses to commence the lawsuit under clause (2), then upon Landlord's request, Tenant must (x) proceed to select an arbitrator as described above, (y) terminate the lawsuit and (z) follow the arbitration procedures described below.
 - (ii) if Landlord elects court proceedings or is deemed to have elected court proceedings, Tenant must commence a lawsuit against Landlord (or against the applicable Landlord Party) that would be adequate – as to timing and as to content and as to procedure – to preserve Tenant's claim if there had been no mediation and arbitration provision in this Lease.
- (J) If Tenant has not provided notice to Landlord within sufficient time for Landlord to make a timely election or if Landlord has failed to give Tenant adequate notice of Landlord's election, this shall not excuse Tenant from timely commencement of a lawsuit to preserve Tenant's claims and Tenant's failure to do so shall mean that Tenant's claims against Landlord and/or Landlord Parties shall be extinguished to the same extent as if there had been no mediation or arbitration provision in this Lease.

Provided, however, that if and only if Landlord elects arbitration and Tenant has timely complied with sub-paragraph (I)(i)(1) above, then Tenant's claims in arbitration shall be preserved even though Tenant did not commence a lawsuit. **Nothing contained in this mediation and arbitration provision shall extend the time period for Tenant to take the necessary legal actions to preserve Tenant's claims that would apply if there had been no mediation and arbitration provision in this Lease.** In determining when to submit a Claim Notice, Tenant should keep in mind the need for early notice if Tenant wishes to have a meaningful opportunity for non-binding mediation before the lawsuit needs to be filed.

- (K) If Landlord has elected arbitration and if Tenant has acted within the time deadlines set forth above, Tenant shall select an arbitrator and notify Landlord in writing of the selection and Landlord (and the Landlord Parties) shall select an arbitrator and notify Tenant in writing of the selection. The two selected arbitrators shall select a neutral third arbitrator who shall serve as arbitration chairperson. Unless otherwise agreed by the parties, all arbitrators shall be attorneys admitted to practice law in Pennsylvania and actively practicing in the Philadelphia metropolitan area. No one shall serve as arbitrator who has a financial interest in the affairs of either party. If the two party-arbitrators cannot agree on the selection of a third neutral arbitrator within two weeks of the selection of the second party-arbitrator, then either party may petition the Court of Common Pleas of Montgomery County, Pennsylvania to appoint a neutral arbitrator.

- (L) If Landlord has elected arbitration and if Tenant has acted within the time deadlines set forth above, the parties shall proceed with arbitration and the arbitration hearing shall be held in Montgomery County, Pennsylvania. The arbitrators shall make their decision within ten days after the close of the hearing. A decision by a majority of the arbitrators shall be the decision of the arbitrators. The arbitrators shall provide a written decision to the parties, including their reasons for the decision. The decision by the arbitrators shall be final and binding on the parties and shall not be appealable to court except to the extent that a decision by arbitrators would be appealable to court under 42 Pa. C.S. §7341 (common law arbitration) (the "Act"). The Act shall control all aspects of the arbitration proceedings except to the extent that the Act is inconsistent with the terms of this arbitration provision. Either party may have the decision of the arbitrators entered as a judgment in any proper court – in Pennsylvania or elsewhere.
- (M) The fees and expenses of the arbitrators shall be equally shared by Landlord and Tenant. Landlord and Tenant shall each pay their own expenses of arbitration, including their own attorneys' fees. However, if the arbitrators decide that any claim by a party or any defense or objection by the other party was unreasonable, the arbitrators may, in their discretion and as part of their decision, order the party raising the unreasonable claim, defense or objection to reimburse the other party for all or any part of the arbitration expenses of the other party (including reasonable attorneys' fees).
- (N) If Landlord elects court proceedings or is deemed to have elected court proceedings, the statutes, court decisions and court rules and procedures that normally govern lawsuits shall govern Tenant's lawsuit, including the rights of either party to demand trial by jury.
- (O) If either party requests submission to non-binding mediation within the fourteen day period provided in paragraph (D) above but a lawsuit or arbitration has been commenced – to preserve Tenant's claim because of an approaching deadline or otherwise, both parties shall take such reasonable action as is available to postpone the arbitration hearing or court proceedings – without prejudicing either party's rights in those proceedings – and with the agreement of the arbitrators or court if necessary – to postpone the need to take further actions in the proceedings until the parties can engage in meaningful non-binding mediation as provided in paragraph (E) above.
- (P) Nothing in this mediation and arbitration provision shall lessen or limit the effects of paragraph (30) of this Lease.

NOTE – THE MEDIATION AND ARBITRATION PROVISION SET FORTH ABOVE MODIFIES THE LEGAL RIGHTS THAT TENANT WOULD OTHERWISE HAVE WITH REGARD TO CLAIMS FOR PERSONAL INJURIES.

31. **Reimburse Landlord's Losses.** Tenant shall be responsible to indemnify (reimburse) Landlord for all losses sustained by Landlord (i) resulting from any failure by Tenant to comply with the provisions of this Lease or (ii) resulting from the actions of Tenant, Tenant's family or Tenant's guests [See paragraph (48)]. Tenant shall be responsible to reimburse Landlord for the cost of replacing any broken windows in the apartment and repairing any damage to the apartment other than normal wear and tear.

32. **Disturbance By Tenant.** If Landlord receives complaints or becomes aware that Tenant, Tenant's family or Tenant's guests [See paragraph (48)] might be disturbing other tenants in the apartment building, then Landlord shall make a determination whether in Landlord's sole opinion, Tenant is disturbing other tenants. If Landlord makes a determination that Tenant is disturbing other tenants,

Landlord shall give Tenant at least ten days' notice that Tenant must vacate the apartment. Tenant agrees to vacate the apartment no later than the date indicated in the notice from Landlord and Tenant agrees to pay rent for the period up to the date specified in the notice and to pay as liquidated damages and not as a penalty, an amount equal to rent for one additional month.

33. **Lease Holdover.** Tenant agrees to move out peaceably when the Lease is ended. If Tenant or any one or more of the Tenants fails to vacate the apartment at the end of this Lease or any renewal term of this Lease (if the Lease is renewed), the monthly rent for the period of time during which Tenant remains after the end of the Lease shall be double the monthly rent for the last month of the Lease. This shall be in addition to all items in this Lease which are treated as rent and all other charges imposed by this Lease. Tenant shall also be responsible for any actual damages or losses incurred by Landlord or any potential new tenant due to Tenant remaining after the end of the Lease. This provision shall not constitute any permission by Landlord for Tenant to remain after the end of the Lease.

34. **Keys/Cleaning Before Vacating.** Tenant shall return to Landlord all keys to the apartment and to the apartment building promptly at the end of the Lease. Tenant agrees to remove all Tenants' property and all trash and to thoroughly clean the apartment, including all kitchen appliances and bath fixtures, before vacating the apartment at the end of the Lease or at any earlier date that Tenant vacates the apartment.

35. **Abandoned Property.** Any personal property left in the apartment by Tenant after the end of the Lease shall be deemed to be abandoned unless Tenant has received Landlord's prior written permission to store specifically designated personal property in the apartment after the end of the Lease. Any abandoned property may be removed by Landlord immediately after the end of the Lease. At Landlord's option, it may be sold, given away, destroyed, used, consumed or placed with the trash for disposal or Landlord may store it for Tenant. If Landlord chooses to store it, Landlord shall notify Tenant in writing and charge Tenant a reasonable storage charge. In any event, Landlord may charge Tenant a reasonable charge for removal and disposition of all abandoned property.

36. **Security Deposit.** Landlord agrees to hold the security deposit in accordance with the provisions of the Pennsylvania Landlord and Tenant Act. Landlord shall apply the security deposit against valid claims for damages to the apartment or the apartment building and to any unpaid rent that may be due at the end of the Lease. Any portion of the security deposit not applied in this way shall be returned to Tenant within thirty days after the end of the Lease in accordance with the provisions of the Pennsylvania Landlord and Tenant Act. Tenant must give Landlord a written notice of Tenant's new address when Tenant moves out of the apartment. No portion of the security deposit may be used by Tenant as the last rent payment.

37. **Landlord's Remedies For Tenant's Breach.** If Tenant fails to pay rent or fails to meet any of Tenant's other obligations under this Lease, Landlord may do any one or more of the following:

- (A) Landlord may give Tenant five days' written notice to move out of the apartment for failure to pay rent or charges when due. This Lease shall then end at the end of the fifth day and Landlord may file a complaint to evict Tenant and collect damages on the sixth day.
- (B) Landlord may give Tenant five days' written notice to correct any action that breaks the terms of this Lease (other than not paying rent or charges). If Tenant does not make the corrections, the Lease shall then end at the end of the fifth day. Landlord may file a complaint to evict Tenant and collect damages on the sixth day.

- (C) Landlord may give Tenant written notice that Tenant must immediately pay all rent which would have been due during the remaining portion of the Lease term as if the Lease provided that all rent for the entire Lease term had to be paid in advance.
- (D) Landlord may lease the apartment to another Tenant and Landlord may take this action on behalf of Tenant so that Tenant continues to be responsible for any shortfall between the rent Landlord actually collects from the new tenant and the rent Tenant was supposed to pay to Landlord under this Lease. Landlord's action to rent to another tenant shall not relieve Tenant of any responsibility under this Lease. Landlord shall have the exclusive right to determine whom to select as a new tenant and what new rent to accept from that new tenant.
- (E) Landlord may take any remedies, including legal action for charges or rent that might be due in the future, whether or not the Lease has been ended and whether or not Tenant has moved out of the apartment.
- (F) Landlord may exercise any other right or remedy given to landlords under the laws of the Commonwealth of Pennsylvania subject to the rights given tenants under those laws. Landlord may also exercise all of the rights and remedies given to Landlord in this Lease. If Landlord selects one right or remedy it will not prevent Landlord from exercising any other right or remedy at the same time or at any time in the future.

38. **Tenant's Waiver.** If Landlord seeks to recover possession of the apartment from Tenant, either at the end of the Lease term or at any other earlier date due to Tenant's failure to pay rent or Tenant's failure to comply with Tenant's other obligations under the Lease, then Tenant specifically waives (gives up Tenant's right to) the three months' notice to quit and the fifteen or thirty days' notice to quit set forth in the Pennsylvania Landlord and Tenant Act. These waivers are permitted by that Act. Tenant agrees that five days' notice shall be sufficient in any situation instead of the notice period set forth in that Act.

39. **Strict Enforcement.** Landlord shall always have the right to strictly enforce the provisions of this Lease. If Landlord fails to strictly enforce any provision for any period of time, this will not prevent Landlord from strictly enforcing that provision or any other provision of the Lease in the future.

40. **Limitation to Building Equity.** If Landlord fails to meet any of Landlord's obligations under this Lease or otherwise, Tenant shall be limited to Landlord's equity in the apartment building where Tenant's apartment is located in order to obtain a satisfaction of Tenant's claims against Landlord. Landlord shall have no personal liability with respect to the provisions of this Lease beyond Landlord's equity in that apartment building. Landlord's liability shall never exceed the loss of Landlord's equity in Landlord's interest in the apartment building.

41. **Notices.** All notices from Tenant to Landlord must be given by certified mail, return receipt requested or email. Landlord may give notices to Tenant/Sureties by hand delivery to the apartment or by certified mail, return receipt requested or email.

42. **Pennsylvania Law/Invalid Provisions.** This Lease shall be interpreted and governed by the laws of Commonwealth of Pennsylvania. If any provision in this Lease is determined to be invalid or unenforceable, the remaining portions of the Lease shall remain in full force and effect unless and until they are determined to be invalid or unenforceable by a court.

43. **Tenant's Insurance.** Tenant agrees that Landlord is not responsible for any damages to Tenant's personal property for any reason whatsoever. Tenant assumes the responsibility for insuring all of Tenant's personal property and agrees that Landlord shall have NO obligation or duty to provide any

insurance coverage for Tenant. Tenant agrees that Tenant is responsible to obtain and maintain insurance coverage to protect Tenant's personal property and to provide coverage for liability, fire and medical expenses as described below.

TENANT UNDERSTANDS THAT:

- (A) LANDLORD'S INSURANCE IS TO PROTECT LANDLORD. IT DOES NOT COVER TENANT, TENANT'S FAMILY, OR TENANT'S GUESTS [See paragraph (48)] OR ANY PROPERTY (INCLUDING VEHICLES) OF TENANT, TENANT'S FAMILY OR TENANT'S GUESTS LOCATED ANYWHERE (i) IN THE APARTMENT, (ii) IN THE APARTMENT BUILDING OR (iii) ON THE GROUNDS OF THE BUILDING.
- (B) EACH TENANT MUST PURCHASE AND MAINTAIN AN APARTMENT RENTER'S INSURANCE POLICY WITH THE MINIMUM COVERAGE DESCRIBED BELOW TO PROTECT TENANT, TENANT'S FAMILY AND TENANT'S GUESTS [See paragraph (48)] WHO MAY BE INJURED WHILE IN THE APARTMENT AND TO PROTECT THE PROPERTY OF ALL OF THEM. MARKS & CO, INC. MUST BE NAMED AS AN "ADDITIONAL INTERESTED PARTY" ON TENANT'S POLICY. IN ADDITION, TENANT SHALL HAVE OTHER PARTIES NAMED AS "ADDITIONAL INTERESTED PARTIES" IF LANDLORD MAKES SUCH A REQUEST TO TENANT IN WRITING.
- (C) The minimum coverage in the policy shall include (i) coverage for tenant's liability to third parties with minimum limits of liability in an amount of not less than \$300,000 for bodily, personal injury or death to any person or persons and for damage to property and (ii) property damage (fire and casualty) coverage covering all of Tenant's furniture, furnishings, decorations and other personal property placed by Tenant in the apartment and (iii) first party medical benefits.
- (D) The insurance policy required to be obtained by Tenant under this Lease shall name Landlord and any other party requested by Landlord ("Requested Parties") as "additional interested parties" on the liability coverage. The insurance policy shall be issued by a financially responsible company licensed to do business in Pennsylvania. The policy shall contain endorsements (additional provisions) with the following provisions:
- (a) An endorsement that the insurance may not be cancelled, ended or changed except if notice is sent to Landlord at least thirty (30) days before the cancellation, end or change takes effect and the notice must be sent to Landlord by the insurance company using registered or certified mail.
- (b) An endorsement, if reasonably available, that Landlord shall not be liable to Tenant for any damage by fire or other casualty covered by the insurance, no matter how the damage was caused and that Tenant shall look solely to the insurance company for reimbursement. Tenant waives (gives up) Tenant's right to recover damages against Landlord for any reason to the extent the damage or destruction is covered by Tenant's insurance.
- (c) An endorsement, if reasonably available, that Landlord or Requested Parties, although named as an "additional interested party" under the

policy, shall still be entitled to recover against Tenant under the policy for any loss or damage which Landlord or Requested Parties suffer as a result of the negligence of Tenant.

A copy of each policy or of a certificate of insurance, together with satisfactory evidence of payment of the premium under the policy for one year, shall be delivered to Landlord (i) before Tenant is given the keys to the apartment or allowed to take possession of the apartment and (ii) upon renewals of each policy, not less than thirty (30) days before the expiration of the term of any policy required to be maintained.

If a Tenant fails to maintain a valid and effective insurance policy with the coverages required of Tenant under this Lease, Landlord may – but is not required to – buy that insurance or coverage, pay the premiums, and take whatever other steps that may be necessary to meet the requirements of this provision of the Lease. In that event, Landlord may demand reimbursement from Tenant for the costs paid by Landlord for buying that policy and Tenant is required to repay to Landlord promptly when demanded or Landlord may, at its sole option, end this Lease upon thirty (30) days written notice to Tenant.

44. **Attorney's Fees.** If Tenant or any of Tenants fails to pay rent or fails to meet any of Tenant's other obligations under this Lease, then Tenant shall pay the following to Landlord. Tenant shall pay all expenses which Landlord incurs in enforcing the terms of this Lease against Tenant. This shall include all reasonable attorney's fees and court costs and all other expenses incurred by Landlord. This provision shall apply whether or not Landlord files suit against Tenant. If Landlord does file suit against Tenant, Landlord may sue Tenant to recover all attorney's fees incurred by Landlord and those attorney's fees may be included as part of any judgment entered against Tenant in that lawsuit. This shall be in addition to all other damages and legal remedies which Landlord may seek from Tenant in any lawsuit. If a lawsuit is commenced, the minimum amount of attorney's fees shall be \$150.00 but Landlord shall be entitled to recover Landlord's actual attorney's fees if they are greater than \$150.00. These provisions relating to lawsuits apply to claims for money, claims for possession of the apartment and claims for any other legal or equitable relief which Landlord is entitled to bring against Tenant.

45. **Captions.** The captions or titles used in this Lease are for the purpose of convenient reference only. They are not intended to express the full meaning of the paragraphs they introduce.

46. **Entire Agreement.** THIS LEASE IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT. NEITHER LANDLORD NOR TENANT WILL RELY ON ANY SPOKEN OR WRITTEN PROMISE, MADE BY ANY PARTY THAT IS NOT WRITTEN IN THIS LEASE.

47. **Joint and Several Liability.** Each Tenant is liable, both individually and together with all other Tenants, for the legal obligations of every Tenant under this Lease. The law refers to this as "joint and several" liability.

48. **Definition of "Tenant's Guest".** When used in this Lease, the term "Tenant's Guests" shall mean Tenant's employees and all persons in the apartment or in the apartment building at Tenant's invitation or with Tenant's permission.

49 – 52 Intentionally deleted on leases for this building.

53. **Advance Rent Provision.** If a dollar amount has been inserted in paragraph (2)(G)(4) on page 1 of this Lease, then an amount equal to one month's rent for the last month of the term of this Lease (the "Advance Rent") shall be due and payable and shall be paid by Tenant at the time of signing this Lease. This payment shall be in addition to the first monthly rental payment and the security deposit. The security deposit shall be governed by the provisions of paragraph (36) of this Lease. The Advance Rent shall not be considered any portion of the security deposit and may not, under any circumstance, be applied by Landlord (i) for the payment of damages to the apartment or (ii) for default in rent payments for months other than last month, either during the original term of this Lease or during any renewal or extension term.

The Advance Rent shall be applied by Landlord on account of Tenant's rental payment for the last month under the provisions of this Lease, at any time on or after first day of the last month of the original Lease term. If this Lease is renewed or extended (other than on a month-to-month basis), either by Tenant's actual action or automatically under its own provisions or pursuant to a renewal notice from Landlord, then on or before the first day of the renewal term, Tenant shall pay to Landlord one half of the monthly Base Rent for the last month of the renewal term. If the Lease is ended early, the Advance Rent may be applied, at Landlord's option, to the last month of Lease for which Tenant is legally responsible on account of the payment of rent for that month, even if that is earlier than the last month of the original term or the last month of the current Lease at that time. Nothing in this paragraph shall change or postpone Tenant's obligation to pay on time the balance of the rent for the last month of the Lease, in addition to the application of the Advance Rent.

54 – 56 Intentionally deleted on leases for this building.

57. **Mold and Mildew.** Tenant understands that Tenant must take certain actions to retard and prevent mold and mildew from accumulating in the apartment. Tenant agrees to properly control the climate and moisture level in the apartment and to keep the apartment clean. Tenant agrees to make certain that none of the heating, ventilation or air conditioning ducts in the apartment are blocked or covered at any time. Tenant also agrees to immediately report to the management office in writing: (i) any evidence of a water leak or excessive moisture in the apartment, or in any storage room, garage or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by wiping the area with any common household cleaner; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the apartment; and (iv) any inoperable doors or windows in the apartment or the apartment building. Tenant further agrees Tenant shall be responsible for (a) damage to the apartment, (b) damage to Tenant's property and (c) personal injury to Tenant and or other persons in the apartment resulting from Tenant's failure to comply with this section of the Lease.

58. **Bed Bugs.** Tenant confirms that Landlord has explained that it is important that Landlord and Tenant work together to prevent the infestation of bed bugs. The presence of bed bugs is not always related to cleanliness or housekeeping but good housekeeping will help control the problem. This section of the Lease contains important information for Tenant about this problem. It deals with the difficulties and associated problems when bed bugs are found in an apartment.

1. **About Bed Bugs.** Tenant should read the Tenant's Information Guide provided with this Lease.
2. **Inspection.** Landlord and Tenant agree that they each inspected the apartment prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation.

3. Prior Infestation. Landlord states that Landlord is not aware of the current infestation or presence of bed bugs in the apartment. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.

Tenant states that: (A) Tenant is not aware of any bed bug infestation or presence in any of Tenant's furniture, clothing, or personal property and possessions; (B) Tenant has fully disclosed to Landlord any previous bed bug infestation which Tenant may have experienced; and (C) if Tenant previously lived in an apartment or home that had a bed bug infestation, then Tenant had all furniture, clothing, and personal property and belongings professionally and properly cleaned and treated by a licensed pest control professional.

4. Access for Infestation and Pest Treatment. Tenant will allow Landlord and Landlord's pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. Tenant, Tenant's family members and Tenant's guests will cooperate and will not interfere with inspections or treatments of the apartment concerning bed bugs.
5. Duty to Report. **Tenant must report any signs of bed bugs immediately and in writing to Landlord.** Tenant shall not delay reporting this. Tenant understands that even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.
6. Cooperation & Responsibilities. Successful treatment of bed bug infestation depends upon Tenant's full cooperation. If Landlord confirms the presence of bed bugs, Tenant will cooperate and coordinate with Landlord and Landlord's pest control professionals to treat and eliminate the bed bugs. Tenant will follow all directions from Landlord or Landlord's agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary.

Tenant shall not treat the apartment for a bed bug infestation on Tenant's own. Tenant acknowledges that Landlord has the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. If during the term of the Lease: (A) bed bugs appear in the apartment building and (B) a pest control professional determines that the bed bugs originated in Tenant's apartment, Tenant agrees that Tenant will pay from Tenant's own funds for all necessary treatments for Tenant's apartment and the other apartments in the building as well as all of Landlord's additional costs, expenses and losses resulting from the infestation.

Tenant understands and agrees that if: (A) Tenant does not comply with the preparation of the apartment as required by the pest control professional or by Landlord; and (B) the treatment is unsuccessful because of that, Tenant will also be responsible for the cost of all additional treatments to the apartment and for any treatment to other apartments that are infested with bed bugs. If Tenant fails to pay Landlord for any expenses that are Tenant's responsibility under this provision of the Lease, then Tenant will be in default under the Lease and Landlord may exercise any rights and remedies given to Landlord in the Lease or under the law for a tenant who is in default.

7. Tenant's Promise. Tenant understands and confirms that Tenant has agreed to follow all guidelines given to Tenant by Landlord's licensed pest control professional.

8. Indemnification. Neither Landlord nor Landlord's agents or employees shall be responsible to Tenant, under any circumstances, for any losses, damages or expenses including special, consequential or punitive damages, arising out of a bed bug infestation, inspection or treatment. Additionally, Tenant agrees to indemnify and hold harmless Landlord, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees, that Landlord may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if those damages, costs, losses, or expenses are directly caused by the gross negligence of Landlord.
9. Default. Tenant's failure to promptly report bed bugs to Landlord, failure to comply with treatment instructions, or any other violation of any other provision of this bed bug provision is a material violation and breach of this Lease. If that happens, then Tenant will be in default under the Lease and Landlord may exercise any rights and remedies given to Landlord in the Lease or under the law for a tenant who is in default.
10. Survival. The terms of this Bed Bug provision shall survive the termination of the Lease.

59. **Provisions For Principal's Benefit.** Marks & Co., Inc. is the agent for the owner of the apartment building (its principal). All provisions in this Lease for the benefit and protection of Marks & Co., Inc. shall apply equally to its principal, the owner of the building.

SIGNED ON SEPARATE SIGNATURE PAGE – PAGE 22

BUILDING RULES AND REGULATIONS ARE SET FORTH ON NEXT TWO PAGES

RULES & REGULATIONS

1. No Tenant shall do or permit anything to be done in the apartment or the apartment building that will interfere with the rights, comforts, or convenience of other tenants.
2. No Tenant shall make any disturbing noises in Tenant's apartment or in the apartment building nor shall any Tenant permit any disturbing noises to be made by Tenant's family or Tenant's guests. No Tenant shall play any stereo or similar device, musical instrument, television or radio, in the apartment or the apartment building, between the hours of 10:30 p.m. and the following 8:30 a.m. if those actions would disturb or annoy other tenants in the apartment building. No Tenant shall permit Tenant's family or Tenant's guests to do these things.
3. No one shall move furniture into or out of any apartment between the hours of 6:00 p.m. and the following 8:00 a.m.
4. No one shall bring anything onto any elevator in the apartment building that is beyond the elevator's carrying capacity or that would pose a danger to anyone else on the elevator.
5. Children shall not play in the public halls, stairways, entrances or elevators of the apartment building and these areas shall not be obstructed or used for any purpose other than for access to and from the apartments. The fire escapes shall not be obstructed in any way.
6. No Tenant shall sweep or throw or permit anything to be swept or thrown out of the windows or doors of the apartment or into any of the halls, elevators, or stairways.
7. Nothing of any nature shall be hung from or placed on the windows, windowsills, balconies, or patios. No tablecloths, linens, rugs, or other articles shall be shaken or hung from any windows or doors.
8. The toilets, sinks and other plumbing apparatus shall not be used for any purpose other than those purposes for which they were constructed. No rubbish, rags or other improper articles may be thrown into them. Any damage resulting from their misuse shall be Tenant's responsibility.
9. No window shades or Venetian blinds shall be placed on any window except those placed there by Landlord.
10. No animals may be brought into the apartment building.
11. All lock changes or additional lock installations must be approved and arranged through Landlord and will be master-keyed by Landlord's locksmith at Tenant's expense.
12. No outdoor television, radio or hi-fi antenna or satellite dish installation or connection shall be made without prior written consent of Landlord, subject to insurance requirements, location, installation, etc.
13. Smoking is not permitted in any of the common areas. Smoking is only permitted in Tenant's apartment, on Tenant's balcony or on the grounds outside the building.
14. No pods or other storage containers are permitted on the parking lot or anywhere else on the property.

15. Barbecues are prohibited inside the apartments or anywhere in the building or on the grounds. Possession of a barbecue by a Tenant or a Tenant's Guest shall be a violation of this Lease and a basis for eviction of the Tenant.
16. Bicycles are to be kept in a storage locker. If a bicycle rack is available, they may also be kept in the bicycle rack. Bicycles are not to be locked to poles in any common areas or elsewhere on the property. Any bicycles found locked to poles will be considered abandoned property and removed without notice.

FINAL PAGE OF THIS LEASE IS A SEPARATE SIGNATURE PAGE

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