

# TENANT INFORMATION SHEET

PROPERTY ADDRESS:

West Chester . PA 19382

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Contact information

**\*\*NAME:**

**CELL#:**

**EMAIL ADDRESS:**

**cosigner's NAME:**

**HOME ADDRESS:**

**CONTACT PHONE:**

**Email:**

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**\*\*NAME:**

**CELL#:**

**EMAIL ADDRESS:**

**COSIGNER'S NAME :**

**HOME ADDRESS:**

**CONTACT PHONE#:**

**EMAIL:**

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**NAME:**

**CELL#:**

**EMAIL ADDRESS:**

**cosigner'S NAME**

**HOME ADDRESS:**

**CONTACT PHONE#:**

**EMAIL:**

\*\*\*\*\*

**\*\*NAME:**

**CELL#:**

**EMAIL ADDRESS:**

**COSIGNER'S NAME:**

**ADDRESS:**

**Contact phone:**

**Email:**

# Apartment Lease Agreement

**Landlord: JC HOUSING LLC**

**Contact: Jason Chen Tel: 610-679-4444**

**Email:jasonchen19380@gmail.com**

**Emergency Contact : Jason Chen at:610-273-8888**

**Rent checks should be made payable to: JC HOUSING LLC**

**Rent checks should be mailed to: JC HOUSING LLC**

**225 S CHURCH ST SUITE 206**

**West Chester.PA 19382**

**VENMO: @JCHousingllc**

**(send between friends, or 4% surcharge added to the total payment)**

**TENANT#1:**

**TENANT#2:**

**TENANT#3:**

**TENANT#4:**

**Premise:**

**West Chester PA 19382**

LEASE START DATE: \_\_\_\_/\_\_\_\_/2025 .

**Term begins:**

**Term ends:**

**Rents:** \$ \_ \_ per month for the term of 12 months .

**Security deposit: \$        DUE ON LEASE SIGNING.**

**First and last month's rent are due on move in which is JUNE 1<sup>ST</sup> .**

**RENT DUE: FIRST DAY OF EACH MONTH.**

**LATE CHARGE:** \$50 dollars charge if Rent is Not received by the First Day of Each Month, Then Ten percent (10%) of total rent due if rent check received after the 5th day of the month. See paragraph#6 for full explanation of Late Charge:

**UTILITIES:** Landlord and tenant agree to pay for the charges for utilities and services provided for the property as marked .It is the responsibility of the tenant to pay for ALL utilities and services. Landlord is not responsible for loss of service if interrupted by circumstances beyond the landlord's control.

**PECO: 1-800-494-4000**

**COMCAST:1-800-COMCAST**

**AQUA WATER :1877-987-2782**

**Landlord pays:** trash removal(NOT trash fine),lawn mowing, sewer, water, LAUNDRY.

**TENANT PAYS:** Electricity , heating , , cable service, internet, trash ticket .

LANDLORD agrees to lease to Tenant the unit described on page1, referred as the "unit". The unit is part of the "premises." The premises includes all balconies, decks hallways, walkways, sidewalks, parking areas, and other parts of the real estate of which the unit is a part. Tenant agrees to occupy the unit and pay rent and comply with all of the terms of this lease, including the following 48 numbered paragraphs, together with any additional rules and regulations which landlord and tenant agreed on.

**Terminology:** The term "tenant": refers to all tenants of the unit , male and female, singular and plural, individually and collectively. The term "landlord" refer to as JC HOUSING llc

1. **PREMISES:** Tenant has inspected the unit and accepts it AS IS.
2. **Use of premises.** The unit will be used only as a private residence for the tenant's name above which are for maximum of 4 OCCUPANTS (tenants). No one else may occupy the unit without the written consent of the landlord. Tenant guarantees that the unit will be used only as a place to live .There will be absolutely no LOUD parties or disorderly conduct. SMOKING IS NOT PERMITTED ANYWHERE IN THE UNIT.
3. **Term.** The lease will begin and end on the date specified above for the TERM BEGINS and TERM ENDS. Should a tenant, without written permission to do so, remain in unit past TERM ENDS date, they will be assessed \$100.00 per day as a penalty fee. This penalty fee is over and above their monthly rent payment.
4. **Possession.** If the landlord is unable to give possession of the unit at the scheduled beginning of the term, then tenant will not owe rent until possession is given. The length of the lease would then be reduced, but the ending date of the term would not change. If landlord is unable to give possession within 30 days after the scheduled beginning date of the term, then tenant may cancel this lease and obtain a refund of his/her deposit.
5. **Rent** payments for each month must be received on the FIRST CALENDAR OF EACH MONTH at the address stated on page 1.Landlord need not give notice or demand the rent. Rent must be paid in full without deductions. All rent for each unit must be submitted to landlord in ONE CHECK for the total amount of rent due.
6. **LATE CHARGE.** There will be a late rent charge of \$50 dollars if rent is not paid or received by the FIRST DAY OF EACH MONTH. If rent is not received in the landlord's post address by the 5th calendar day of each month, tenant will owe a **late** charge of 10% of the total rent due for that month per unit. That LATE CHARGE will be repeated each month and each time any payment is late. Additionally, delinquent balances will bear interest at one and one-half percent (1.5%) per month, compounded monthly.
7. **FULL PAYMENT.** Landlord will reject any payment that is offered which does not include all applicable late charges, bad check charges, or other fees or charge due from tenant. If rent and all applicable charge are not received by landlord by 5:00 p.m. on the third calendar day of the month in which such rent, and charges are due, then tenant is in default of lease, landlord is entitled to terminate this lease.
8. **UTILITIES.**TENANT IS RESPONSIBLE FOR PAYMENT OF THE UTILITIES SPECIFIED ON

PAGE 1.A LATE FEE OF 10% WILL BE ASSESSED AFTER 30DAYS OF RECEIPT OF A RESPECTIVE BILL AND COMPOUNDED THEREAFTER.

9. **SECURITY DEPOSIT.** AT THE TIME OF SIGNING OF THE LEASE, TENANT MUST POST A SECURITY DEPOSIT IN THE AMOUNT SHOWN ON THE LEASE COVER PAGE. LANDLORD WILL KEEP THAT SECURITY DEPOSIT IN A LOCAL BANK, INTEREST FREE. IF TENANT VIOLATES ANY TERM OF THIS LEASE, THEN THE LANDLORD MAY USE THE SECURITY DEPOSIT TO MAKE UP ANY SHORTAGE OR LOSS, OR TH PAY FOR ANY DAMAGE. TENANT WILL THEN HAVE TO REPLACE THE SECURITY DEPOSIT, AND TENANT WILL REMAIN FULLY RESPONSIBLE FOR ALL CHAREGES LOSSES, EXPENSES, AND DAMEGE. TENANT WILL BCONSIDERED DELINQUENT IN RENT AND IN DEFAULT UNDER THIS LESE UNTIL ALL SUCH REPLACEMENTS, PAYMENTS, AND REIMBURSEMENTS ARE MADE BY TENANT . IF TENANT FULLY PERFORMS ALL OF THE TERMS OF THIS LEASE, AND PAYS AL RENT AND OTHER CHARGES ON TINME, AND LEAVES THE APARTMENT IN GOOD CONDITION WHEN REQUIRED TO DO SO, THEN LANDLORD WILL RETURN THE SECURITY DEPOSIT WITHIN 30 DAYS OF END OF LEASE TERM. LANDLORD WILL DEDUCT FRO THE SECURITY DEPOSIT THE COST OF ANY REPAIRS OR RENOVATIONS REQUIRED IN THE UNIT AFTER TENANT VACATES IT. If landlord sells the premises, he may give the security deposit to the new buyer. In that case, tenant would look only to the new buyer for security, and landlord will be released from all obligations. Tenants agree that the person named on the front page to receive the security deposit is the only person to whom the landlord must send the security deposit or gave notice of any claims .ALL TENANT agree that the named person on page one/cover page will have full responsibility for distributing the security deposit among the other tenants. The security deposit will be mailed to the address set forth for that person on the cover page.
10. **BAD CHECKS.** If a tenants's check is returned for non-sufficient funds, the rent from that time forward will be due on a strictly CASH BASIS, with a receipt being issued for that amount by landlord or his agent. There will be a bounce fee \$50.00 charged to tenant for any check returned to landlord for any reason. Tenant will also be responsible for late charges, as above, if a good check is not delivered to landlord on or before the First calendar day of the month in which the rent is due.
11. **FINES.AND COST** .If landlord is warned, cited or fined by the borough of West Chester or any other government agency for any non-compliance with this lease or any other action or omission by tenant or tenants's guest ,including but not limited to TRASH FINE,SNOW &ICE REMOVAL ,PARKING, LOUD NOISE CITATION, then tenant will be responsible for and will pay any expense or loss of landlord for fines costs, and landlord's legal fees.
12. **LANDLORD'S LEGAL EXPENSES.** If landlord hires a lawyer to assist in any claim against tenant, then tenant will pay landlord's legal fees in addition to any other amounts payable to landlord, tenant agrees that an hourly rate up to \$350.00 will be charge By landlord's lawyer, which is deemed a fair rate.  
addition, should tenant file a judgment against the landlord which is without merit, as deemed by the courts, then all expenses to include legal charges to the landlord will be the responsibility of the tenants. If a collection agency is used to recovery an

outstanding obligation, a 30% fee will be added to balance owed. All legal filings will occur in the jurisdiction of landlord's choosing.

**13.ALTERATIONS.** Tenants may not ,without landlord's prior written permission, install any locks, paneling, flooring, partitions, railings, or other built ins. Tenant may not alter the plumbing, ventilation, air conditioning, electrical, or heating systems in any way. Tenant may no change or add paint or wallpaper without the prior written consent of landlord, if painted , unit must be returned to original white colored paint at tenants's expense. If landlord gives any such permission, then any addition or alteration will become part of the unit and the property of landlord, they may not be removed unless landlord directs that they to be removed . If landlord directs the removal of any additions , it must be removed at tenants's expense by the end of the lease term, or within 15 days after notice from landlord, whichever date is later.

**14.CARE OF THE PREMISES.**

Tenant must clean and keep clean all carpets in the building, from wall to wall, floor to floor. also keep clean of all floor. Tenant must take good care of the unit and all equipment in it, also removed anything not needed. And maintained a daily or weekly clean routine, to do all the following, avoiding a future surcharge on tenant.

LANDLORD will repair the plumbing, heating, and electrical system, and the walls, floors. ceilings and exterior of the building unless the failure or damage was caused by an act or neglect of tenant or tenant's guests. In that case, all costs of repairs or replacements will be paid by tenant. Tenant shall be responsible for all cost of repairing and clearing any clogged drains. No grease, coffee grounds, sanitary napkins paper tissue, or smoking materials are to be put into drains or toilets. Plumbing repairs necessitated by resident cause /neglect shall be at the expense of the residents.

**Infestation: Infestation of bugs and vermin, excluding termites and other wood destroying pests, shall be deemed to be damage to the premises caused by the Tenant which shall be rectified at the cost to Tenant by the hiring of a licensed and certified pest control professional. Tenant represents that, at the time Tenant takes possession of the unit, Tenant will not bring bedbugs, fleas, or other pest in the premised. In the event that the unit or premises is in need of extermination services due to bedbugs, fleas or other transportable pests, tenants shall be fully responsible for all costs to exterminate for such bedbugs, fleas, and pests and will follow all direction for the exterminating company retained by landlord with respect to removal, disposal or cleaning, as the case may be,of tenant's personal property, including temporarily vacating the premises and removal and cleaning of personal belongings.**

**Cleanliness: if landlord discovers that tenant has not acted reasonable to maintain premises in a clean condition thereby risking health, welfare of tenants and other residents, in the building, then at landlord's sole discretion, landlord may require that the premises be professionally cleaned not more frequently than one time every ninety(90) days at the cost not to exceed \$200 which shall be due and owing from Tenant with the next rental payment due.**

**Carbon Monoxide Detectors: if required, one or more carbon monoxide detectors have been installed in the unit /premises. Tenant Must:**

- 1) Keep and maintain the carbon monoxide detector in good repair.**

- 2) Test the carbon monoxide detector at least monthly.
- 3) Replace batteries as needed.
- 4) Replace any carbon monoxide detector that is stolen, removed, missing, or rendered inoperable during the occupancy of the unit/premises.

**15.FIRE,ACCIDENTS, AND HAZARDS.** Tenant must notify landlord immediately of any fire, accident, or hazardous condition in the unit or the premises. If the unit is damaged by fire or other occurrence which makes it unusable, the lease goes on . Tenant is not required to pay rent for the time the unit is unusable unless the damage was caused by tenant or tenant or tenant's guests. Tenant may not cancel the lease unless landlord fails to return the unit to usable condition within 60 days after the fire or other occurrence .Landlord has no responsibility for proving or finding replacement housing. If the premises is damaged by fire or other Occurrence, along with the cost of any repairs or other losses resulting from the mischievous act or neglect of tenant or tenant's guests.(see section 24)

**16.LIABILITY.** Landlord is not liable for any loss, expense, or damage to any person or property unless due to landlord's negligence. Tenant must pay for all expenses , losses , and legal fees of landlord resulting from any act or negligence of tenant, including violations of this lease. Tenant must provide individual receipts of RENTER 'S INSURANCE FOR THE UNIT (SEE SECTION 24).

**17.ENTRY BY LANDLORD.** Landlord may enter the unit by giving 24hours prior notice either thru text or email to tenant, to inspect, repair, exterminate, or perform any other work landlord chooses with or without tenant's presented. Landlord may also, at any reasonable time, show the unit to possible buyers or possible tenants. Landlord may place a FOR SALE or FOR RENT sign on the unit. LANDLORD OR HIS AGENT MAY ENTER THE UNIT WITHOUT SUCH PRIOR NOTICE TO TENANT IF THERE IS EMERGENCY.

**18.CHANGING TENANTS.** Tenants may not assign this lease or sublease any part of the unit .Landlord will accept a substitution of tenant only upon proper application from the proposed new tenant, approved by the landlord. That approval must then be followed by execution of a new lease by all parties, including co-signers and guarantors. A \$100.00 service charge, per tenant being replaced, is due for the administration required for the new lease whether this occurs before or after the lease term has begun. Until an application is made and accepted, and lease fully amended,(1)Tenant remains fully responsible for performance of the lease and all payments required; and (2)no other person or occupant will have any rights as a tenant or tenant or otherwise with respect to the unit. Tenants agree that there will be \$100 dollars service charge every time that required landlord to change or issue the new lease and/or amendment after the original lease had been made.

**19.LAWS AND REGULATIONS.** Tenant must comply with all laws, rules, regulations, and orders of all governmental authorities. Tenant will not violate any fire regulations or other regulations. Tenants acknowledge that per west chester borough ordinance that only 4 full time student can live in the said premise herein above. Tenant will not do anything to increase landlord's insurance premiums. If tenant does, then tenant must pay the increase in premium.

**20.SUBORDINATION AND ATTORNMENT.** This lease and tenant's rights are subject and inferior to all present and future mortgages, security interests, or loan agreements covering the premises (subordination).If a bank or other lender forecloses on the property , the new owner may cancel this lease. Tenant agrees to execute a certificate acknowledging that possibility. If a new owner wants tenant to remain as a tenant ,then tenant will sign a new agreement to do so(attornment).

**21.CONDEMNATION.** If a legal authority takes the unit or any part of the premises, then tenant's rights will end as soon as the authority takes ownership. If any payment is due for this type of condemnation, then landlord will be entitled to the entire payments. Tenant will be entitled to no payment, for early termination or otherwise.

**22.CONSTRUCTION.** Construction or demolition may be performed in or near the premises. This will not affect tenant's obligations under this lease, even if it interferes with tenant's enjoyment of the unit.

**23.THEFT OR DAMAGE.** Landlord is NOT responsible for loss, theft, or damage to tenant's personal property, nor for injury or damage caused by tenant's use of the premises .Landlord does NOT carry any INSURANCE for tenant's interest or tenant's property.

**24.INSURANCE.** TENANTS ARE RESPONSIBLE FOR THE PURCHASE OF RENTER'S INSURANCE FROM A REPUTABLE FIRE AND LIABILITY INSURANCE COMPANY. That insurance company must cover (1) property of tenant; and (2) damage to the unit and premises for any act or neglect of tenant or tenant's guests; and (3)liability of both landlord and tenant for any act or neglect of tenant or any condition of the unit or premises that is not landlord's specific responsibility. YOU ARE REQUIRED TO PURCHASE AND MAINTAIN PERSONAL LIABILITY PERSONAL INJURY AND PROPERTY DAMAGE. It is recommended a minimum coverage of \$5,000 personal property coverage and \$300,000 liability coverage from a carrier licensed to do business within the state of Pennsylvania. In addition , the property owner : JC HOUSING LLC MUST BE LISTED AS A CERTIFICATE HOLDER.

Property owner does not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, water and pipe leaks, hail, ice ,snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants or invited guests or vandalism unless otherwise required by law.

**25.TENANT'S CERTIFICATE.** If requested by landlord, tenant will immediately sign a certificate confirming that (1) this lease is in full force and effect ,with no changes;(2) Landlord has fully performed all his obligations under the lease, and tenant has no claim against landlord;(3) Tenants will fully perform all their obligations under the lease; and (4) any other reasonable and true statement required by landlord. The certificate will be addressed to whomever Landlord chooses.

**26.CURING DEFAULTS.** IF TENANT IS IN DEFAULT UNDER ANY OBLIGATION OF THIS LEASE, THEN LANDLORD MAY TAKE ACTIONTO CORRECT THAT DEFAULT AND CHARGE TENANT THE COST OF DOING SO. TENANT MUST IMMEDIATELY PAY THAT COST, ALONG WITH ANY ADDITIONAL EXPENSES OF LANDLORD, WITHIN 15 DAYS AFTER NOTICE OF

THE AMOUNT DUE.

**27.TENANTS'S WAIVERS.**

(a)Notice of Default. Landlord in not required to give tenant a notice of default or an opportunity to correct any default. Tenant waives the right to a NOTICE TO QUIT (NTQ) under the LANDLORD-TENANT Act.

**(b) This lease is for a specific time period. No notice of extension need be given.**

(c).Notice of RENEWAL: There are no automatic renewals. Tenant will receive a notice on or before September 15<sup>th</sup>, of the current lease agreement, asking their intention to renew their lease. This new agreement will be based on changes/rent adjustments. This notice allowing for a renewal will only be given to tenants in good standing: i/e no behavioral or late payment problems, and Only valid till September 30<sup>th</sup> at noon 12:00. By September 30<sup>th</sup> of current lease year, Tenants should be considered of no intention to renew the current lease.

(d).Notice of TERMINATION. IF landlord terminates this lease for any violation, then tenant will not be entitled to notice of 30 days or 3 months, but only 5 days notice.

(e). Multiple Notices. LANDLORD need not notify each tenant individually, and may give one notice for the unit binding on all tenants. Also, any notice from any one of the tenants will be considered notice from all of the tenants , and will be binding on all of the tenant.

**28.ABANDONMENT.** IF tenant abandons the unit any time during the lease term, tenant's obligations Will still continue until the end of the lease term. Without ending or reducing tenant's obligations, Landlord may: (a) :take possession of the unit;(b) perform any repairs or renovations landlord considers proper; (c) try to re-rent the unit; (d)declare all rent and other charges immediately due for the entire remainder of the term;(e). sue tenant for any money landlord is entitled to. Landlord may persue any combination or all of those remedies.

Landlord has no duty to re-rent the unit or collect rent for tenant's benefit . Landlord may re-rent the unit on ay terms or conditions he sees fit. Any rent actually received from a new tenant will be applied first to landlord's expenses of repair and re-rental, and last toward tenant's remaining obligations to landlord.

**29.LEASE TERMINATION/TENANT'S DEFAULT.** Landlord may terminate this lease and evict tenant if tenant fails to PAY ANY RENT OR OTHER CHARGES WHEN DUE, OR IF TENANT VIOLATES ANY OTHER TERM OF THIS LEASE. IF LANDLORD TERMINATES THE LEASE, TENANT WILL STILL REMAIN RESPONSIBLE FOR ALL RENT AND OBLIGATIONS UNTIL THE LEASE TERM ENDS. LANDLORD will have all the same rights as if the tenant abandoned the unit, as described above. Without reducing landlord's rights or tenant's obligations, Landlord may sue tenant for eviction and for all money due from tenant, both past due and for the remainder of the term.

**30.NO WAIVER BY LANDLORD.** If landlord forgives or overlooks any violation of this lease, that will not be considered a waiver of landlord's rights, and landlord may fully enforce the lease in the future. If landlord accepts any rent or partial payment, that will not be considered a waiver of landlord's rights, and landlord may fully enforce all terms of the lease. If any term in this lease if found to be illegal or unenforceable, the rest of the lease remains in full force.

**31.REMEDY AGAINST LANDLORD LIMITED.** IF tenant is determined to have any legal rights against landlord, then tenant's right are limited to landlord 's interest in the premises for payment of any judgment or other court remedy. Tenant may not claim or have access to any property of landlord other than the premise herein.

**32.NO BROKERS.** Tenant has not been assisted by any real estate broker in leasing this apartment. Tenant will pay any claim of any broker for compensation for renting the unit.

**33.PARTIES BOUND BY LEASE.** This lease shall bind landlord, and tenant(s) jointly and severally, if either party consists of more than one person. If more than one person signs this lease, each person, his heirs and assigns,, is fully and personally obligated to keep all of the promises made in this lease. The landlord may enforce its rights under this lease against each person individually or all tenants together. The parties agree that his lease shall be binding upon the inure to the benefits of the parties, their respective heris, administrators, executors, successors, and assigns.

**34. NO PETS.** NO pets are permitted in the unit or on the premises. No pet-sitting. If evidence of an animal is found to be in the unit, at any time, tenant will be responsible for new carpeting and /or laminate the wood floor at lease end, as well as fumigation of the unit.

**35.NO SMOKING OF ANY KIND .** No smoking of any kind are permitted in the unit building, CANDLES ARE NOT PERMITTED IN THE UNIT , WHICH WILL POTENTIONLLY CAUSE HAZARD OF FIRE.NO ALCOHOLIC BEVERAGE OF ANY KIND WILL SERVED AND/OR GIVEN TO ANY PERSON WHO ARE LAWFULLY UNDER 21 YEARS OLD ON THE PREMISES BY TENANTS OR TENANT'S GUEST.

**36.LOCKS.** No locks may be installed by tenant without landlord's written permission. If tenant installs a lock without such permission, landlord may remove the lock by any means necessary. Tenant is responsible for any damage to the door or doorjamb caused by the lock or its removal, and for landlord's cost of removal and replacement.

**37.TRASH AND RECYCLING.** Tenants' are responsible for complying with trash collection procedures and recycling laws of the borough of West Chester or will be fined accordingly. Tenant must place all recyclables in the proper containers for collection .No large items may be placed outside for collection. It is tenant's responsibility to dispose of large items, including furniture. Tenant will be responsible for the cost of removal and disposal of any items which landlord must remove.

#### WEST CHESTER BOROUGH TRASH CODES

##### BOROUGH CODES FOR TRASH AND RECYCLING

Tenant is responsible for complying with trash collection procedures and recycling laws of borough of West Chester. Tenant must place recyclable in proper containers for collection .It is tenant's sole responsibility to dispose of large items, including furniture. No large items may be placed outside for collection except in the strict compliance with borough regulations. Tenant will be responsible for the cost of removal of any items which the landlord removes. All trash and garbage must be delivered to the trash containers in sealed bags small enough to fit properly in those containers. All trash must be stored in the unit in a sealed waste receptacle or place in one of two trash containers located in the back or outside of the unit. Any trash or garbage that will not fit into the two supplied trash cans WITH THE LID CLOSED must be place in the trash bags purchased from the borough or local retailers for a minimal cost. This cost may change according to borough guidelines. It is the tenant's responsibility to purchase and use such trash bags properly. No more than (4) trash bags may be placed in the collection are for pick-up each week. NONE OF TRASH BAGS SHOULD BE PILED UP ON THE PREMISES AND/OR IN THE BACK OF THE PREMISES MORE THAN 7 DAYS,IF DO SO,LANDLORD

WILL REMOVE THOSE TRASH FROM THE PREMISE BY CHARGE TENANT \$50 DOLLARS EACH TIME AS ADDITIONAL RENT.TENANT(S) ARE AGREED TO PAY THOSE REMOVING TRASH FEE TO LANDLORD AS ADDITIONAL RENT.

DO NOT PUT FURNITURE OR MATTRESSES OR SCREEN TV OR ELECTRONIC ITEMS IN THE DUMPSTER OR AND AROUND IN TRASH CANS. If large items, (furniture, mattresses, screen tv , etc.)are found in the dumpster or trash cans, the Tenant with whose belongs are found, the tenant will be charge for the cost of the removal. IF the OFFENDING TENANT IS NOT FOUND, OR NO ONE IS ADMITTED , THEN ALL VACATING TENANTS WILL BE CHARGED FOR REMOVAL.

**38.PARKING PERMITS.** Where applicable, it is tenant's responsibility to have a parking permit placed on the back of the inside mirror of tenant's car facing out to the windshield. If tenant does not put the permit in the right place, Tenant will be towed. Landlord is not responsible for parking facilities, parking tickets or towing. Parking permits could be applied in the borough of West Chester , at tenant's own cost. Inoperable and/or unlicensed vehicles are not permitted on the premise at any time. Such vehicle will be ticketed and towed at the tenant/owner's expense.

**39.LANDLORD MAY TERMINATE THIS LEASE.** Regardless of anything else in this lease, landlord may terminate the lease at any time if tenants break any part of the lease agreements and /or violate any laws, rules, regulations, and terms of lease agreement, and/or NOT PERFORM ANY OBLIGATION OF THE LEASE AGREEMENT. Landlord will give tenant 30 days written notice. Written notice may be given by regular mail, addressed to the tenant at the address listed for the unit and premises.

**40.INDIVIDUAL RESPONSIBILITY.** ALL TENANTS AND/OR COSIGNER(GUARANTOR)and or parents ARE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE TERMS OF THIS LEASE. Each tenant is individually responsible, and responsible for performance by all the other tenants, Tenants may not divide or apportion their responsibility under this lease. Any breach by any tenant will be the responsibility of all Tenants individually and collectively. Cosigner and/or parents understand and agreed that to put their signature on page 19,cosigner and/or parents of tenants are individually and jointly and severally responsible for the entire terms and obligation of the rental lease agreement, should be liable for all rents and fees charges occurs if tenants are in default of lease agreement.

**41.RULES-SECTION A.** Tenant must comply with the following rules, Regulation rules of west chester borough and any additional rules landlord delivers to tenant later:

a):No articles may be left in the hallways, All possession must be stored in the unit. Any articles found in the hallways or elsewhere on the premises will be removed, and tenant will be responsible for the cost of removal.

b):No barbecue or charcoal grills may be used in any unit or on the premises. Any such items found in/on the premises will be immediately removed by landlord discarded at tenant's expense. They are deemed a fire hazard.

c):NO beer kegs may be brought into or stored in any unit. Any violation of the requirement will result in an immediate termination of the lease and eviction of the tenants.

d):NO wax may be used on wood floors at any time.

e):Tenant acknowledges that in Pennsylvania it is a criminal act to serve intoxicating beverages to anyone under the age of 21,Tenant promises not to do so on the premises.

f):The use of abrasive cleaners on any fiberglass tubs or shower stalls is strictly prohibited.

A non-abrasive cleaner such as "soft scrub" is suggested. If any fixtures are damaged by abrasives, tenant will be responsible for the cost of repair or replacement.

g):No live or natural Christmas trees may be brought into any unit. Any tenant violating this provision will pay for the cost of cleaning any needles from the premises, along with a disposal fee of \$75.00.

h):Any posters hung in the unit must be done by tracks, Any nail holes or other wall damage caused by any wall hangings will be charged back to tenant.

i):Tenant is jointly responsible with other tenants for keeping the common hallways clean, including vacuuming carpets at least at least weekly. If landlord is required to perform repairs or cleaning in any common hallway, then all tenants who use or have access to that hallway will each be fully responsible for the entire cost of repair or cleaning.

j):Tenants are responsible for the actions of visitors/guest and tenants are liable for any damage or theft caused by their visitor /guests.

K):NO WATER BEDS.

L):Tenants bringing a mattress or any personal belongings which are infested with any kind pests,that requiring an outside pest control company to control the problem will be Tenants's responsibility and tenants's own expense to correct the problem, keep the house unit free of pest.

m):Kerosene heaters are not permitted inside the premises.Candles are NOT PERMITTED. They cause soot throughout the unit and possible life-threatening fires.

N):ABSOLUTELY NO PARTIES ARE PERMITTED IN THE BASEMENT(IF THE UNIT HAS A BASEMENT). IF THIS IS VIOLATED YOUR SECURITY DEPOSIT WILL BE FORFEITED.

O):TENANTS ARE PROHIBITED FROM GOING ON THE ROOF FOR ANY REASON OTHER THAN IN AN EMERGENCY SITUATION , LIKE FIRE EMERGENCY . TENANTS SEEN ON THE ROOF ARE SUBJECT TO A \$200 DOLLARS FINE.

**42.LEAD PAINT DISCLOSURE LEAD WARNING STATEMENT.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women . Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenant must also receive a \*Federally approved pamphlet on lead poisoning prevention. Landlord's disclosure: The unit was painted many times before 1978 and post 1978.SEE exhibit C.

**43.SURRENDER OF PREMISES:** At the expiration of the lease term, tenant shall deliver all keys to the leased premises to landlord/staff at the landlord's rental office if any, or contact landlord 's agent .Tenant should leave NONE of its possessions or any garbage or trash at the leased premises following surrender of possession or by forcible eviction. Any possessions remaining will be deemed abandoned. Landlord is empowered to dispose of any property left behind by tenant in whatever manner landlord shall choose at the sole expense of tenant as additional rent.

**44.COPIES OF LEASE.** This lease is executed in 2 copies. The original, signed by all parties, will remain with the landlord. The second copy will be considered a duplicate original for all purposes, whether or not is separately signed by landlord. The duplicate copy will be given to group upon signing and securing by all parties. Additional copies of page one will be provided (page 1 has financial information as well as the lease term dates).

**45.FALSE FIRE ALARMS.** Tenant agrees not to cause false or malicious fire alarms. Tenant agrees to pay a fee of \$300.00 for each false alarm, as the borough's fire department charges for false alarms. All tenants in the unit are jointly and severally liable. All tenants in the unit are responsible and accountable for the actions of their guests. All tenants are also responsible for the payment of any fines/fees incurred from the Borough of West Chester.

**46.KEYS.** Landlord will furnish one (1) key per tenant for each outside door of the premises. All keys must be returned to landlord upon termination of the occupancy. Any key of outside entry door, or bedroom door, in the case of missing or unable to return to landlord, will be charge \$20 dollars per key on tenant's expense

**47.Lease expire Date:** Tenants and landlord agreed that the expiration of the lease agreement is MAY 16<sup>th</sup> 2026, The monthly rent of MAY , 2026, will be considered and counted as a full month rent, the such said rent will not be reduced and/or prorated.

**48.THIS IS THE WHOLE LEASE.** This document is the entire agreement between landlord and tenant. No other terms are included. Nothing that has been discussed is part of the agreement unless it is written in this document. No other agreements may become part of this lease unless they are written and signed by both landlord and tenant.

**landlord and tenants have executed this lease as of the day and year above written. Landlord and tenants agreed all the rights and obligation under the lease agreement.**

**By:**

**Tenant#1:X:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant#2:X:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant#3:X:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**TENANT #4 X:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**By:**

## **WHY YOU NEED TO HAVE RENTER'S INSURANCE**

Rental property owner carry insurance, but ONLY cover on THEIR property.

The most widespread misconception of renters is that property damaged by fire, windstorms or hail, explosion, smoke, vandalism, electrical, plumbing ,air conditioning or hearting mishaps, rain, snow, ice or sleet is covered by their landlord's insurance policy. This is NOT always the case.

Also , have thought about the risk of a lawsuit or medical expenses for personal injury if guests are injured in your property or if you become involved in a liability claim from an outside activity?

Renters insurance covers your personal belongings and should include liability coverage as well to protect you if someone gets injured at your rental residence. The cost if relatively low and one of the wisest purchases a renter can make.

You may not realize what your belongings are worth until you make an inventory and start adding things up. Once you do this, contact several insurance companies to determine which company best suits your needs. It is possible that you may be covered under your parent's home owners insurance policy while you are away at college. When you decide on an insurance carrier, have them provided you with a "declaration Page". Which is proof that you have renter's insurance. The "Declaration Page", must to provided to the landlord or his agents, and" **MUST LIST THE LANDLORD : JC HOUSING llc**

**AS "ADDITIONAL INSURED ON THE POLICY**

## CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, landlord/owner and resident/tenant agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premise:

1. Shall not engage in any criminal activity, on or near said premises. This includes drug-related criminal activity. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act 121 U.S.C.802)
2. SHALL not engage in any act intended to facilitate criminal activity
3. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance. Defined in A.R.S. 13-3452, at any locations, whether on or near the dwelling unit premises.
4. Will not permit the dwelling unit to be used for , to facilitate criminal activity.
5. Shall not engage in any illegal activity, including but limited to prostitution. Defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S 13-12-3, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage as defined in A.R.S 33-1368.
6. Any violation of the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S.33-1377, as provided in A.R.S. 33-13685. Unless otherwise provided by law, proof of violation shall not require a criminal conviction , shall be a preponderance of the evidence.
7. In case of any conflict between the provisions of this addendum and any other provisions of this addendum and any other provisions of the lease, the provisions shall be by a preponderance of the evidence.

**This Crime Free Lease Addendum is incorporated into the lease executed or renewed this day between landlord/owner and resident/tenant.**

**Please sign below:**

## **EXHIBIT "A"**

### **PROTECT YOUR FAMILY FROM LEAD PAINT IN YOUR HOME**

#### **Important!!! Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

Fact: Lead exposure can harm young children and babies even before they are born. Fact:  
Even children that seem healthy can have high levels of lead in their bodies. Fact:  
People can get lead in their bodies by breathing or swallowing lead dust or by Soil or paint  
chips with lead in them.

Fact: People have many options for reducing lead hazards.

In most cases, lead-based paint that is in good condition is not a hazard.

Fact: Removing lead-based paint improperly can increase the danger to your family.

#### **Are you planning to Buy, Rent, or Renovate A Home Built Before 1978**

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips and dust can pose serious health hazard if not taken properly. By 1996, the federal law will have required that individuals receive certain information before buying, renting or renovation pre-1978 housing.

#### **Where lead –based paint is found.**

In general, the older your home, the more likely it has lead-based paint. Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing.

Lead can be found:

In home in the city, country or suburbs.

In apartments, single-family homes and in both private and public housing.

Inside and outside of the house.

In soil around the home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars).

Initials\_\_\_\_\_

Initials\_\_\_\_\_

Initials\_\_\_\_\_

Initials\_\_\_\_\_

**Exhibit "A" ----- CONTINUED NEXT PAGE**

Exhibit "A" –Continued

## CHECK YOUR FAMILY FOR LEAD

Get your children tested if you think your home has a high level of lead.

A Simple blood test can detect high levels of lead. Blood tests are important for:

Children who are 6 months to 1 year old (6 months If you live in an older building or home that might have lead paint).

Family members that you think may have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing. Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the tests results mean. Treatment can range in your diet to medication or a hospital stay.

### **Simple step to protect your family from lead hazards.**

If you think your home has high levels of lead:

Get young children tested for lead, even if they seem healthy.

Wash children's hands bottles, pacifiers and toys often.

Make sure children eat healthy, low fat foods.

Get your home checked for lead hazards.

Regularly clean floors, window sills and other surfaces

Wipe soil off shoes before entering houses.

Talk to your landlord about fixing surfaces with peeling or chipping paint.

Take precautions to avoid exposure to lead dust when remodeling or renovating(call1-800-424-lead for guidelines)

Don't use a belt-sander propane torch, dry scraper or sand paper on painted surfaces that may contain lead.

Don't try to remove lead-based paint yourself.

### LEAD'S EFFECTS

If not detected early, children with lead in their bodies can suffer from:

Damage to the brain and nerve system.

Behavior and learning problems(such as Hyperactivity)

Slowed growth.

Hearing problems.

Headaches.

**Initials:**\_\_\_\_\_

**Initials:**\_\_\_\_\_

**Initials:**\_\_\_\_\_

**Initials:**\_\_\_\_\_

## **TENANTS COVENANTS AND OBLIGATIONS**

### **(REFERED TO IN AND MADE A PART OF THE RENTAL LEASE AGREEMENT)**

1. Profane, obscene, loud, or boisterous language, or unseemly behavior and conduct is absolutely prohibited. All tenants obligate themselves and those under them not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other tenants or occupants in the subject or adjoining premises.
2. The sound of musical instruments, radios, televisions, phonographs, and singing shall at all times be limited in volume to a point that is not objectionable to other tenants or occupants in the subject or adjoining premises. (West Chester Noise Ordinance attached)
3. No defacement of the interior or exterior of the buildings or the surrounding grounds will be tolerated. Issues identified during regular monthly inspections will be repaired and immediately charged back to the tenants as Rent Due.
4. All refuse shall be bagged and timely removed from the premises and contained in outside receptacles. No refuse shall be permitted to accumulate within the building, yard, or common areas, such as "junk mail" in the hallways, or bottles in windows or on porches. Bulk trash items must be disposed of in accordance to borough Code. (West Chester Trash Ordinance attached). A private hauler, at the tenant's expense, will remove refuse that accumulates on the premises, or is not within Borough Code. If furnished by landlord, garbage disposal shall only be used in accordance with disposal guidelines.
5. No signs, notices, posters, or advertisements shall be attached to or displayed by tenant on or about said premise. Additionally, no antenna or satellite dish shall be attached to or displayed on or about the premises.
6. Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they were constructed. Sweepings, rubbish, rags, ashes, or other foreign substances shall not be thrown therein. Any damage to such apparatus and the cost of clearing plumbing resulting from misuse shall be the sole responsibility of and will be borne by tenant.
7. No spikes, hooks, or nails shall be driven into the walls ceiling or woodwork of the leased premises without consent of landlord. No crating of or boxing of furniture or other articles will be allowed within the leased premises.
8. No motor vehicle shall be kept upon the property that unlicensed, inoperable, or in damaged condition. Damaged condition includes but is not limited to flat tires. Any such vehicle that remains on the property for more than ten (10) days after notice to remove same has been placed on subject vehicle shall be towed by wrecker and stored with a wrecker service at the tenant's and /or vehicle owner's expense.
9. In keeping with Fire Safety Standards, all motorized vehicles including motorcycles must be parked outside. No motorized vehicles shall be parked in any building structure on the property except authorized garage spaces.
10. In accordance with Fire Safety Standards and other safety regulations, no tenant shall maintain or allow to be maintained, any auxiliary heating unit, air-conditioning unit, or air filtering units without prior inspection and written approval of landlord.
11. Only persons employed by land lord or his agent shall adjust or have anything to do with

the heating or air condition , plants or with the repair of adjustment of any plumbing, stove, refrigerator, dishwasher, or any other equipment that is furnished by landlord or is part of the subject premises.

- 12.** No awning. Venetian blinds, or window guards shall be installed, except where prior approval is given by the landlord.
- 13.** Tenant shall not alter, replace, or add locks or bolts or install any other attachments, such as doorknockers, upon any door, except where prior approval is given.
- 14.** It is specifically understood that landlord reserves solely to itself the right to alter, amend, modify, and add rules to this lease.
- 15.** It is understood and agreed that landlord shall not be responsible for items soted in storage areas.
- 16.** Landlord has the right to immediately remove combustible material form the premises or any storage area .
- 17.** Landlord will furnish one(1) key per tenant for each outside door of the premises. All keys must be returned to Landlord upon termination of the occupancy.
- 18.** Tenant shall comply with all applicable codes and ordinances of the Borough of West Chester and all applicable State Laws.
- 19.** Tenant shall deposit all rubbish , garbage and other waste from the leased unit into the trash containers provided by the landlord in a clean safe manner and shall separate and place for collection all recyclable materials in compliance with chapter 62 of the Borough of West Chester Code titled, “garbage , rubbish, and refuse” and all other applicable ordinances, laws and regulations.
- 20.** Tenant shall use and occupy the lease unit as not to disturb the peaceful enjoyment of adjacent or any nearby premises by others.
- 21.** Tenant shall not cause , nor permit nor tolerate to be caused , damage to the leased premises, except for ordinary wear and tear.
- 22.** Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crime code or liquor code, or the controlled substance, drug, device and cosmetic Act, nor shall tenant permit others on the leased premises by others.
- 23.** Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in, “disruptive conduct’ which is defined as “any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a residential rental dwelling unit or rooming unit that is loud, untimely as to hours of the day, offensive riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises such that a report is made to the police and/or code official complaining of such conduct, action, incident or behavior. It is not necessary that conduct, action ,incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein . Provided, however, that no disruptive conduct shall be deemed to have occurred unless the code official or police shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. “
- 24.** Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Borough of West Chester Rental Regulations which are codified in /chapter 66, Article 10

of the Borough of West Chester Code and the issuance by a code official of the borough of west chester of more than one notice of disruptive conduct relation the leased premises in the same license period shall constitute a breach of the rental agreement of which this addendum in a part. Upon such breach, landlord shall have the right and option to pursue any and all of the following remedies:

- 1.) Termination of the rental agreement;
- 2.) Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;
- 3.) Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs;
- 4.) Bring an action form damages caused by tenant's breach , including reasonable attorney's fee and costs.

**landlord and tenants have executed this lease as of the day and year above written. Landlord and tenants agreed all the rights and obligation under the lease agreement.**

**By:**

**Tenant#1: X**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Tenant#2:X**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Tenant#3:X**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Tenant#4 : X**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Landlord: JC HOUSING llc /Jason Chen** \_\_\_\_\_

**DATE:**\_\_\_\_\_

UNIT ADDRESS:

WEST CHESTER PA 19382

The undersigned Tenants and co-signers(parents) have read and understood the provisions of this lease agreement. Each tenant and co-signer accepts full responsibility for the performance of the ENTIRE LEASE AGREEMENT.EACH Tenant and co-signer will provide a copy of their IDs, parents understand and voluntarily agreed that to put their signature below on this page 22,cosigner and/or parents of tenants are individually and jointly and severally responsible for the entire terms and obligation of the rental lease agreement, should be liable for all rents and fees charges occurs if tenants are in default of lease agreement

(PARENTS/CO-SIGNER TO CO-SIGN)

—

X:

#1.Tenant signature:\_\_\_\_\_

COSIGNER Signature:\_\_\_\_\_

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X:

#2. Tenant Signature: \_\_\_\_\_

COSINGER:

Signature:\_\_\_\_\_

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X:

#3.Tenant Signature:\_\_\_\_\_

COSIGNER

Signature:\_\_\_\_\_

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X:

#4.Tenant Signature:\_\_\_\_\_

**COSIGNER**

**Signature:** \_\_\_\_\_