

RULES AND REGULATIONS

1. There will be a \$60.00 charge for any returned check plus all other charges incurred as a result of your bounced check.
2. LESSEE AGREES TO PAY A \$40.00 PROCESSING FEE FOR ANY NOTICE THAT LESSOR MUST SERVE TO LESSEE FOR DELINQUENT RENT OR ANY VIOLATION OF THIS LEASE.
3. No waterbeds are permitted.
4. 75% of all wood flooring must be protected from damages (scratches, gouges, holes, stains, burns, etc). Furniture will not come in direct contact with hardwood floors.
5. No space heaters (electric or kerosene) or supplementary heating sources are permitted other than "UL" approved 110 volt electrical appliances.
6. Turning off heat in cold weather is not permitted. Heat must be maintained at 55⁰ F minimum.
7. PERSONAL PROPERTY – Upon vacating the premises, the Tenant must remove all personal property not belonging to the Landlord. IF ANY PERSONAL PROPERTY REMAINS IN, ON OR AROUND THE PREMISES, IT SHALL BE DEEMED ABANDONED AND THE LANDLORD SHALL BE FREE TO DISPOSE OF SUCH PROPERTY AS THE LANDLORD SEES FIT WITHOUT ANY LIABILITY. ANY COSTS INCURRED IN REMOVING OR STORING ANY SUCH PROPERTY SHALL BECOME TENANT'S RESPONSIBILITY.
8. Tenant will not change any locks or add any new locks without Lessor's approval in writing. If approval is granted, Tenant must supply Agent or Lessor with a copy of the new key. Should Tenant lose a key, the cost of replacement will be at the Tenant's expense. Should the service of a locksmith be required, the cost will be charged to the Tenant.
9. Burners on stove must not be cleaned with "Easy Off" stove cleaner; it will clog them and cause them to corrode. If this happens, Tenant will be charged with the repair bill.
10. Where applicable, fireplaces and the flues or chimneys are to be cleaned by the Tenant at the Tenant's expense at least once per year and Tenant is responsible for supplying appropriate screens.
11. All problems, complaints, and maintenance requests **MUST** be submitted thru Tenant Portal. Please include photos if applicable.
12. Refrigerators, if included in the units are offered in "as is" condition and will not be repaired or replaced if broken.

13. Houses only – TENANT WILL PAY FOR ALL WATER & SEWER CHARGES AS PRESENTED BY THE CITY. Tenant agrees to place the water/sewer bill in his or her own name with the Water Revenue Bureau immediately upon move in. Tenant shall provide agent, Best City Homes, Inc. with a copy of said transfer immediately upon registration with the City of Philadelphia.

If Tenant is delinquent and the City of Philadelphia must forward a delinquent notice, Tenant shall be liable to pay the agent, Best City Homes, Inc., a fee of \$5.00 for the service of providing a copy of any delinquent notice regarding water sewer bills to the Tenant.

If Tenant elects to have the agent, Best City Homes, Inc. provide a monthly copy of all water bills, Tenant agrees to compensate Best City Homes, Inc. a fee of \$5.00 per month for providing such copies. See Water Endorsement.

14. SMOKE DETECTORS

- a. Tenant agrees that they have inspected the unit and smoke detectors are installed in each unit (apartments) or one on each floor including basement (houses), and said smoke detectors have been checked by the Tenant and they are in working order.
- b. Tenant will maintain and test (monthly) any smoke detector(s) on the property.
- c. Tenant will notify Agent or Landlord of any broken smoke detector(s).
- d. Tenant will pay for any damage to property if Tenant fails to maintain smoke detectors.

15. NO PETS – Tenant will not keep any pets on any part of the property without Landlord's written permission. This also pertains to pets visiting or being taken care of for friends or relatives. If such a violation is discovered, tenant may be fined and lease agreement may be terminated.

16. INSURANCE & RELEASE – Tenant understands that LANDLORD'S INSURANCE POLICY DOES NOT COVER THE FOLLOWING:

1. PERSONAL INJURY TO TENANT OR TENANT'S GUESTS WHETHER OR NOT SAID INJURY IS DUE TO NEGLIGENCE OF THE OWNER OR AGENT.
2. TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY, AND TENANT'S GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.
 - (a) Landlord is not responsible for any injury or damage that occurs on the property and Tenant agrees to pay any loss of claim, including attorney's fees that result from the damage or injury.
 - (b) Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guest(s) cause.

17. Houses & Apartments with sole access to a yard – Tenant is responsible for all maintenance and upkeep of yard.

18. There will be a monthly charge of \$100 for every adult person occupying the Property whose name is not on the Lease.

19. HEATER MAINTENANCE CONTRACT – Tenant understands that:

It will be the responsibility of the Tenant to purchase at their expense and renew yearly, a parts and service contract for the heater (aka Parts and Labor Plan). If it is a gas heater, the contract must be with the Philadelphia Gas Works. If the Tenant is neglectful in this, they will be responsible for the payment of all repairs to the heater.

20. In the event of a break in, attempted break in or forcible entry from doors and/or windows, Tenant must file a report with the Philadelphia Police Department. This report will have the date, time, and report number on it. This report is to be submitted to our office with the request for repairs, otherwise the Tenant will be charged for this type of repair.
21. Trash collection – All trash and refuse must be placed out at curbside no earlier than 7:00 PM the day before trash is collected by the City of Philadelphia. All trash must be in a sealed non-transparent container or bag that is not paper. Boxes must be folded neatly and tied, and recyclables must be separated as per city trash code. Tenants will keep the area in front of door(s), including grounds, clean of debris and trash. Tenants are responsible for keeping their sidewalks clean. For more information, please contact the City Hall main switch board at 311. Any occupant who places their trash in a manner that is not pursuant to the City of Philadelphia trash laws will be fined by the owner of the property \$50.00 each time to dispose of their illegally discarded trash. Any city trash violations will be the responsibility of the Tenant. Costs will be shared in multi-family dwellings.
22. Do not disturb your new neighbors. DO NOT schedule your move-ins between 9:00 PM and 7:00 AM.
23. TENANT SHALL BE RESPONSIBLE FOR ALL LEGAL FEES TO ENFORCE THIS LEASE.
24. There is a five (5) percent yearly rent increase.
25. **WASTE OF WATER** – Running toilet and leaking faucets will cause a high water bill. It is the responsibility of the Tenant to notify Landlord of any wasted water. In single family dwellings, the Tenant is totally responsible for the water bill no matter how high it may be.
26. It is understood that basements may get exposed to water. Any damage done to belongings placed there by the Tenants will not be the responsibility of the owner.
27. Nothing is to go into the toilet other than toilet paper. Paper towels, female napkins, baby wipes or any other sanitary products are not to be placed in the toilet. Tenant will be responsible for cleaning the drain, plumbing charges, and all damages caused by clogged drains. (\$125 to clear disposal; \$475 to replace disposal; \$550 to replace toilet, \$125 to unclog drain if plunger is used, \$200 to unclog drain if snake is used, \$250 to unclog main drain in single family home). All fees are subject to change if additional work is involved and/or if billed at a higher rate by an outside contractor.
28. Tenant will have all carpets professionally cleaned at least once a year by a certified carpet cleaner.
29. If utilities are not paid by Tenant when due, Landlord may:
- 1) At Landlord's sole discretion allow this amount to become rent for the next month's rent.
 - 2) Allow the utility to be shut off.

30. Tenant agrees not to have any pets or animals on the leased property without the written permission of Landlord. If Landlord discovers Tenant has an animal on the leased property without Landlord's permission, Landlord can:
- 1) End the lease by giving thirty days notice to leave; or
 - 2) Charge a fee equal to the replacement of any carpeting in the premises;
 - 3) Remove any animal found on the leased property that is not approved by Landlord to an animal shelter or other such location at Tenant's expense; Tenant agrees to pay Landlord for damages that the animal caused.

31. **CHANGES TO THE LEASED PROPERTY**

Tenant agrees not to change or redecorate the leased property without Landlord's written permission. The following are not permitted:

- 1) Painting of walls a color other than the existing wall color when this lease is signed;
- 2) Installing any wall covering material;
- 3) Installation of ceiling tiles or any other object which requires the drilling of holes in the floors, doors or ceilings.

Landlord may charge a fee of \$250 per wall. All holes in ceilings, walls and woodwork must be patched, sanded and painted with existing paint color. All fees are subject to change if additional work is involved and/or if billed at a higher rate by an outside contractor.

Landlord-approved changes that the Tenant made to the leased property belong to the Landlord, unless Landlord and Tenant agreed otherwise in writing.

32. **INSURANCE**

- a) Tenant agrees to carry fire and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guest(s). Tenant agrees to list Landlord as additional insured on any policy Tenant purchases.
- b) If there is any loss of property by fire, theft, burglary or any other means, Tenant agrees to relieve Landlord from all responsibility. Tenant agrees to pay for any loss or claims filed.

33. **TENANT'S RESPONSIBILITIES**

- a) No noise: Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is the Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors. Noise is considered an issue if there is a police report on file.
- b) Payment of Utilities: Tenant agrees to pay on time all utility bills for which Tenant is responsible.
- c) Pests: Landlord is giving the leased property free of insects, bed bugs, rodents, and pests at move-in. Tenant agrees to pay for a pest control service if needed after the tenth (10th) day of move-in.
- d) Locks: Most locks on Landlord's properties are part of a master lock system. Changing of locks for any reason is prohibited. In the event the Tenant changes a lock, the Landlord, without prior notice, may remove the old lock, install a new lock, and bill the Tenant. Tenant must pick up the new key at the Landlord's place of business or Management Office during normal business hours, at which time the lock change fee of \$250.00 is due and payable immediately.
- e) PGW Heater Maintenance Contract: If Tenant fails to purchase such a contract, Tenant is responsible for the cost of the repair to the heater.

- f) Phone numbers and Email: Tenant agrees to provide Landlord with current home and work phone numbers plus Email address. In the event either the phone numbers or email address changes without notifying the Landlord in writing, then it could be considered a violation of the lease agreement for which the Landlord may terminate the lease and file for eviction. Tenant will tell Landlord of any change in these numbers.
- g) Change or additional employment: In the event any tenant changes employment during the course of the lease agreement, the tenant will immediately notify the owner in writing of the change of employment. Tenant agrees to furnish the Landlord with the exact same information that was provided on the original rental application including the first two pay stubs.
- h) Termination, layoff, injury or reduction of payment from employment: Tenant agrees to immediately notify the Landlord, in writing, in the event they are terminated, laid off or their salary is reduced by more than 20% on any pay period.
- i) Tenant is responsible to replace batteries in thermostats as needed.

34. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

- a) Tenant agrees to permit Landlord to place for sale, rent or informational sign on or near the Property.
- b) Landlord agrees to give Tenant 24-hours notice before entering the leased property. **Landlord, or person chosen by Landlord, has the right to inspect, show for rental or resale, make repairs, and do maintenance even if the Tenant is not home. Approved notice may be given via mail, email, post or notice on the property, phone message or text message.**

c) Landlord, or a person chosen by the Landlord, has the right to enter the leased property without notice for an emergency. If Tenant is not present, Landlord agrees to tell Tenant promptly to explain the visit.

If Tenant contacts Landlord to unlock a door between 9:00 AM and 5:00 PM Monday through Friday, the cost is \$50.00. If Tenant contacts Landlord during any other hours, the cost is \$150.

- d) If Tenant decides to use a locksmith, Tenant must pay locksmith and provide Landlord with a new key immediately. Please refer to 33(d) for additional charges.
- e) If Tenant contacts Landlord to replace a lost key, the cost is \$20.00 per key.

35. REPAIRS

- a) Tenant agrees to immediately tell Landlord in writing and deliver personally, by email or fax of any dangerous or defective conditions on the Property or in the leased property. If Tenant fails to do so, Tenant is responsible for all injury or mishap caused by the dangerous or defective conditions.
- b) Tenant agrees to pay the total cost of any repair that is above normal wear and tear and is caused by Tenant or Tenant's guest(s). Tenant agrees to correct and pay for these damages. If Tenant does not complete repairs within a reasonable time, Landlord will pay to have the repair completed. This cost is considered additional rent and is due with the following month's rent payment.
- c) Tenant agrees to pay to open all clogged drains, garbage disposal, toilets, sinks or traps and pay for any damages caused by the above.
- d) Landlord is not responsible for any inconvenience or loss that needed repairs might cause.
- e) If required by the lease agreement, tenant is responsible for \$75 deductible on all maintenance requests. Tenant damages will be billed in full without deductible and are due immediately.

Where heating system is separate, Tenant agrees to buy and change filters on the furnace every three (3) months. If damage is caused because the filters were not changed, Tenant agrees to pay for all expenses to repair furnace, including the service call charge.

36. SMOKE and CARBON MONOXIDE DETECTORS

- a) Landlord has supplied and Tenant has inspected and verified, smoke and carbon monoxide detector(s) in the leased property. Tenant is responsible for smoke detector operation and agrees to purchase and replace batteries as needed.

_____ SMOKE/ CARBON MONOXIDE DETECTOR(S)

- b) Tenant agrees to tell Landlord immediately if any detector(s) fails to work for any reason other than the battery.
- c) Tenant agrees NOT to disconnect the detectors or allow anyone else to disconnect it. Tenant is responsible for any injuries, damages or loss suffered because of someone disconnecting a smoke detector for any reason.

Tenant shall inspect smoke and carbon monoxide detectors every month and purchase and replace batteries when needed.

37. INSPECTION

- a) Tenant agrees to give Landlord a signed inspection sheet within 5 days of move in date. When this lease ends, Tenant is responsible for all items needing repair not listed on the inspection sheet. If
- b) If the inspection sheet is not returned within the five (5) days, Tenant agrees the leased property is in satisfactory condition, no repairs are needed and no free is in damage has been noted.

38. LAWN CARE AND SNOW REMOVAL

- a) Tenant is responsible for lawn maintenance and snow removal.

Lawn maintenance means:

1) Cutting of grass

2) Trimming of bushes and hedges and driveway.

3) Weeding of flower beds.

Snow removal means:

1) Shoveling snow from steps, sidewalks,

2) Removal and salting of ice and snow.

Other:

- b) If Tenant does not maintain these two areas in a satisfactory condition, Landlord will complete the work. This expense becomes additional rent to Tenant.

39. If any Tenant dies during the term of this lease:

- a) Any other Tenant(s) in the premises become 100% responsible to continue the lease and are bound by all terms and conditions of the lease agreement. The remaining Tenant(s) are responsible to remove, store or dispose of the deceased Tenant's belongings in accordance with Pennsylvania law. Any security left over after the Tenant's belongings are removed becomes part of the deceased Tenant's estate. Any damages caused by the deceased Tenant prior to or as a result of their death shall become 100% the responsibility of the deceased Tenant's estate and the other Tenants on the lease agreement.
- b) If the Tenant who dies is the sole occupant of the premises, then any prepaid last month's rent automatically becomes additional security. The Landlord will allow any of the Tenant's belongings to remain in the premises as long as the rent is paid and the utilities are on. In the event any rent becomes due, the then Landlord may pack up, remove, and store the Tenant's belongings in any way the Landlord deems fit.

- c) Security Deposit is returned when:
 - 1) Rent and other charges remaining due are paid in full;
 - 2) All furniture and personal belongings are removed and leased property is clean;
 - 3) A replacement Tenant is found who will take occupancy at the end of the two months.
- d) If the lease is signed by more than one person, the surviving Tenant(s) who signed the lease are responsible to complete the lease.

40. **MOLD**

The most important factor needed for mold growth inside units is water. If a water source can be removed, mold growth will be prevented.

- a) Tenant agrees to remove visible moisture accumulations on windows, walls, and other surfaces.
- b) Tenant agrees to contribute to controlling mold growth by following these simple steps:
 - 1) When showering, turn on the exhaust fan. After a shower, wipe down the shower walls and keep the bathroom door open when leaving.
 - 2) Wiping down walls with Tilex or products that contain chlorine which kills mold. Read the labels of your cleaning products and use common sense.
- c) Tenant will contact Landlord immediately when:
 - 1) There is evidence of a water leak or moisture in the unit storage room, garage or other common areas.
 - 2) There is a problem with the heating, ventilation, air conditioning or windows that will not open.
- d) If Tenant becomes aware of excessive mold growth, especially on walls and ceilings, Landlord must be notified immediately. Once Landlord has determined the cause of the growth, proper repairs will be made.
- e) Should Tenant fail to follow the above preventative measures, Tenant is responsible for damages to the unit. Tenant is also responsible for damage to personal property and to injury to Tenant or Tenant's guest(s).

41. **RETURN OF SECURITY DEPOSIT**

The return of Tenant's security deposit is subject to the following conditions:

- a) Full term of lease has ended;
- b) Landlord has received a written forwarding address of Tenant before moving;
- c) All rent is paid in full;
- d) All keys and other items that Landlord provided are returned;
- e) No damage to the property has occurred beyond normal wear and tear;
- f) Shovel, fire extinguisher, and plunger have been left on premises;
- g) All personal property has been removed;
- h) The entire leased property has been cleaned, including all appliances;
- i) Scratches in woodwork, holes or damage to flooring whether carpeting, tile or wood have been repaired according to standard practices;

- j) Property returned in move-in condition;
- k) No unpaid late charges or rent remains due;
- l) The Tenant produces a final gas bill that their bill is paid in full. In the event the Tenant transfers their gas account to other premises, then the gas account must show a zero balance for the time period that the Tenant resided in the premises up to the date they moved. There are no exceptions. In the event the Landlord has to pay any amount due to the gas company and deduct it from the Tenant's security deposit, then the Landlord may charge in addition to pay the bill a \$25.00 process and administration fee. In the event the Tenant fails to produce the above, then the Landlord may consider the amount owed to the gas company is in excess of the security deposit and may hold the Tenant's security deposit in escrow indefinitely and beyond the 30-days pursuant to the Landlord-Tenant Act of 1951. The Tenant in this event waives all rights to sue for double damages.

In the event The Philadelphia Gas Works at any time in the future attempts to Lien the Landlord's property for gas that was used during the Tenant's occupancy, it shall be the responsibility of the Tenant to reimburse the Landlord for any monies paid to the Gas Company or escrowed by the Title agent. It shall be the responsibility of the Tenant to resolve any issue directly with the Gas Company.

- m) Light fixtures have been cleaned and bulbs replaced where needed.
- n) All water/sewer charges are paid in full.
- o) All holes in ceilings, walls and wood work must be patched, sanded, and painted with existing pain color.

Tenant(s) acknowledge that the agent has EXPLAINED the Lease Agreement, Rules and Regulations, and Water Endorsement. Tenant(s) have READ and UNDERSTAND all of the above and the AGENT HAS ANSWERED ANY AND ALL QUESTIONS regarding these documents.

Tenant signature: _____

Tenant signature: _____

Tenant signature: _____

Tenant signature: _____