

**STUDENT LODGING, INC.**

**LEASE**

**THIS DOCUMENT IS A LEASE. A LEASE IS A BINDING LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD.**

**PLEASE READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CERTAIN RIGHTS UNDER THE LANDLORD TENANT ACT.**

**IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, TENANT SHOULD SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.**

**This Lease is made up of three parts:**

- A.      Part I - Lease Terms and Conditions; and**
- B.      Part II - Rules and Regulations;**
- C.      Part III – Lease Addendum.**

**YOU SHOULD READ ALL PARTS OF THIS LEASE.**

## **STUDENT LODGING, INC.**

### **LEASE - PART I**

### **TERMS AND CONDITIONS**

Tenant agrees that the Lease shall be governed by the Terms and Conditions set forth below.

#### **1. LANDLORD.**

- a. The term "Landlord" shall refer to the entity identified in Paragraph A of the Lease Addendum attached hereto and incorporated herein (the "Addendum").
- b. Landlord's leasing office can be found at 508 Hillview Avenue, Millersville, PA 17551 ("Leasing Office")

#### **2. TENANT.**

- a. The term "Tenant" shall refer to the individual identified in Paragraph A of the Addendum.
- b. Tenant is individually responsible for all obligations under this Lease, including the payment of Additional Rent, Late Charges, Pet Rent (if applicable), other costs, and damages to the Tenant's assigned Room.

#### **3. PREMISES.**

- a. The term "Premises" shall refer to, together, the Complex, Building, Unit, and Room identified in Paragraph B of the Addendum.
- b. Landlord leases to Tenant and Tenant leases from Landlord the Premises.
- c. At any time during the Term, Landlord may relocate Tenant to a substitute premises after fifteen (15) days written notice is given to Tenant from Landlord.

#### **4. TERM.**

- a. The "Term" of this Lease shall begin at 2 p.m. on the date designated in Paragraph C of the Addendum.
- b. The "Term" of the Lease shall end at 11 a.m. on the date designated in Paragraph C of the Addendum.
- c. Landlord is not required to give any notice or take any action at the end of the Term to terminate the Lease.

- d. The Term may be terminated by Landlord before the end of the Term if Tenant breaches this Lease.

**5. INABILITY OF LANDLORD TO GIVE POSSESSION.** If Tenant cannot move into the Premises at the beginning of the Lease Term because a prior tenant has not vacated the Premises, the Premises is damaged, or construction/preparation of the Premises is not complete, Tenant's only options shall be:

- a. Begin the Term, without the requirement of Rent payment until Landlord makes the Premises available for Tenant to move in; or
- b. Change the starting date of the Term to the day when the Premises is available; payment of Rent shall be due on the new Term start date
- c. Landlord shall not be responsible for any damages suffered by Tenant from Landlord's failure to make the Premises available for Tenant to move in.

**6. EARLY TERMINATION.**

- a. Tenant may not terminate this Lease, sublease the Premises, assign this Lease, assign Tenant's rights under this Lease, or allow anyone else to occupy the Premises without Landlord's written permission in advance. Landlord's permission may be given at Landlord's sole discretion. Without Landlord's written permission, any sublease or assignment will be void and ineffective.
- b. Notwithstanding the foregoing, Tenant may terminate this Lease before the end of the Term, if he or she transfers his or her rights to this Lease to another Qualified Tenant (as defined herein). In order to begin the transfer process, Tenant must pay Landlord a non-refundable fee ("Termination Fee") in an amount as described in the Fee Schedule attached to the Rules and Regulations. Tenant must find a replacement tenant ("Replacement Tenant") willing to take over the obligations under this Lease. The Replacement Tenant must also be a Qualified Tenant, defined below. Tenant must obtain Landlord's written consent to the transfer or assignment of this Lease to Replacement Tenant.
- c. Tenant will not be released from the Lease obligations until (1) a Replacement Tenant is located, (2) the Replacement Tenant is determined by Landlord to be a Qualified Tenant, (3) the Replacement Tenant completes the Landlord's application process, (4) the Replacement Tenant signs a new Lease, and (5) Tenant receives a letter from Landlord releasing Tenant of its obligations under this Lease. If a Replacement Tenant is not found, then Tenant will remain responsible for Rent payment for the entire Term of this Lease.
- d. Tenant understands the requirements necessary to be released from the Lease under this Section 6, including:
  - i. Tenant must submit the Termination Fee. If a Replacement Tenant is not found, and the Tenant pays the Rent for the Term and is otherwise not in default of this Lease, then the Termination Fee will be refunded to the Tenant at the end of the Term.

- ii. For purposes of this paragraph, a “Qualified Tenant” is an individual who (a) has not executed a Lease with Landlord for another property owned by Landlord, (b) is not on the Landlord’s prospective tenant list, and (c) is approved by the Landlord through its ordinary application process and is acceptable to Landlord, in Landlord’s sole discretion.
- iii. Any Replacement Tenant must complete an application, and a lease agreement prior to taking occupancy of the Room or the Unit. Tenant must remove their belongings by 11 a.m. on the day prior to the scheduled move-in date of the Replacement Tenant.
- iv. No release is complete until the Replacement Tenant has paid all fees and has submitted a new lease and all required paperwork to Landlord. If the Replacement Tenant does not complete any part of the new tenant process, then Tenant is not released of his or her Lease obligations.
- v. Unless previously approved by the Landlord, none of the required procedures outlined herein will be waived as a result of any school withdrawal or transfer, early graduation or graduation during the Term of the lease, business transfer, residential loss of housing, work stoppage or strike, loss of job, marriage, divorce, loss of any of the tenants in the Unit, poor health, or any other reason except for death of Tenant or involuntary military service.

**7. RENT.** The term “Rent” shall refer to the Base Rent identified in Paragraph D of the Addendum. Rent shall include Pet Rent, if applicable, and Additional Rent.

- a. **Due Date.** Tenant shall pay Landlord, without notice or demand, Rent on the first day of each calendar month during the Term of this Lease.
- b. **Place of Payment.** All rent payments shall be made to Landlord at 508 Hillview Avenue, Millersville, Pennsylvania 17551 or at such other place as Landlord shall designate in writing.
- c. **Additional Rent.** All other payments due from Tenant to Landlord under the Lease per month are called “Additional Rent.” Additional Rent includes, but is not limited to, Tenant’s Proportionate Share of utility charges if utilities are not placed in a Tenant’s name and provided by Landlord, any damages caused by the Tenant to a Room or the Unit, and the assessment of Tenant’s Proportionate Share of any damage within a Unit that cannot be attributed to any other Tenant or to any specific Room. For purposes of this Lease, the term “Tenant’s Proportionate Share” shall mean a percentage that is equal to the proportion of 1 to the total number of Qualified Tenants residing in a Unit.
- d. **Late Charge.** Each individual Tenant shall pay a late fee to Landlord in the amount as described in the Fee Schedule attached to the Rules and Regulations for Rent that is not paid by the due date (“Late Charges”).
- e. **Interest.** If Tenant fails to pay any amount within thirty (30) days of the date it is due, Tenant shall pay Landlord interest on all amounts due, including Late Charges, at the rate

of 1% per month (“Interest”). This Interest shall continue to apply even after entry of a judgment against Tenant.

**f. Dishonored Payment Charge.** In the event any payment method utilized by Tenant fails, is declined, is not honored, is returned unpaid, or is later charged back to Landlord (a “Dishonored Payment”), that Tenant shall pay Landlord, in addition to the Late Charges, a processing fee in an amount as described in the Fee Schedule attached to the Rules and Regulations, payable immediately, for each Dishonored Payment. Late Charges and Interest will continue to apply.

**g. Application of Payments.** Tenant agrees that all payments will be applied in the following order:

- i. Interest, Late Charges, and Dishonored Payment Charges, then
- ii. Additional Rent, then
- iii. Rent.

**h. Chronically Late Payments.** Landlord may consider it a default under this Lease if the Tenant is chronically late with Rent payments, even if the Tenant pays applicable Late Charges. Chronically late payment is defined as paying Rent after the due date on three (3) or more occasions during the Lease Term.

**8. SECURITY DEPOSIT.** The term “Security Deposit” shall refer to the amount identified in Paragraph E of the Addendum.

**a. Payment.** Tenant shall pay Landlord the Security Deposit, in accordance with Paragraph E of the Addendum.

**b. Purpose.** Landlord will hold Tenant’s Security Deposit during the Term of this Lease as security for:

- i. the payment of Rent;
- ii. the payment of Pet Rent, if applicable;
- iii. the payment of Additional Rent and all amounts due under the Lease from Tenant;
- iv. the payment of damages to Tenant’s Room; and
- v. the payment of damages to the common areas of the Premises caused by Tenant, Tenant’s guests or animals.

**c. Financial Institution.** Landlord shall hold the Security Deposit in an account at Fulton Bank, One Penn Square, Lancaster, PA 17602 (“Financial Institution”). Tenant shall be paid interest where required by the Pennsylvania Landlord and Tenant Act, subject to any

administration fees permitted by the Act. Landlord may change the Financial Institution holding the Security Deposit by providing written notice of the change to Tenant.

- d. **Security Deposit not Last Month's Rent.** Tenant may not apply the Security Deposit toward the Rent. Tenant must pay all Rent through the end of the Term of this Lease. Tenant agrees that the Security Deposit shall not be considered payment of the last month's Rent.
- e. **Landlord Returning the Security Deposit.** Within thirty (30) days after the end of the Lease, Landlord shall return the Security Deposit to Tenant, if Tenant complies with the following requirements:
  - i. Tenant vacated the Premises on time and in clean condition in accordance with the Move-Out Procedure attached as Exhibit "A"; and
  - ii. Tenant vacated the Premises in substantially the same condition as provided by Landlord; and
  - iii. Tenant returned all keys to the Premises; and
  - iv. Tenant complied with all Lease terms, conditions, rules, and regulations; and
  - v. Tenant paid in full the Rent, Pet Rent (if applicable), Additional Rent, and all other amounts due if any; and
  - vi. Tenant provided Landlord proof that Tenant (or another Tenant within Tenant's Unit) has maintained all utility services throughout the entirety of the Term; and
  - vii. Tenant furnished Landlord with a forwarding address in writing at the end of the Term or when Tenant turned over the Premises to the Landlord.
- f. **Landlord Keeping the Security Deposit.** Landlord may keep all or any part of the Security Deposit to reimburse Landlord for:
  - i. any and all loss, damage, and expense arising from the Tenant's breach of the Lease, and/or
  - ii. nonpayment of Rent, Pet Rent (if applicable), Additional Rent, or other amounts due to Landlord, if any, and/or
  - iii. damages to the Premises, including but not limited to cleaning of the Premises and removal of Tenant's belongings, and/or
  - iv. removal and/or disposal of any personal property left in the Premises, and/or
  - v. utility charges incurred by Landlord as a result of Tenant terminating utility services prior to the end of the Lease and having such bill transferred back to Landlord.

## **9. UTILITIES.**

a. Responsibilities:

- i. Tenant is responsible for the payment of all electric, gas, cable/internet, and telephone utilities serving the Premises for the entire Term of the Lease.
- ii. Landlord is responsible for water and sewer utilities serving the Premises.
- iii. Landlord shall not be responsible for any damage or inconvenience caused by the installation, use, interruption, or failure of any utility or utility system. In the event of any such interruption, there shall be no abatement or adjustment of rents hereunder.
- iv. Landlord shall provide dumpsters for trash removal at locations designated by Landlord. Tenant shall be responsible for placing trash from the Premises in the dumpster. Tenant should deposit large items (such as furniture, televisions/monitors or mattresses) beside dumpsters.

b. Transfer of Utility Services: Tenant or any other Tenant within Tenant's Unit (collectively referred to as "Tenants") shall be responsible for obtaining and maintaining utility services for the Premises, including but not limited to electric, gas, cable/internet, and telephone utilities, at their sole expense. Tenant may not terminate electric and/or gas service prior to the end of the Term, even if Tenant moves out of the Premises prior to the end of the Term.

c. Transfer into Tenant's Name: Within ten (10) days of the commencement date of the Term, Tenants shall transfer all utility services for the Premises into the name(s) of at least one of the Tenants, as specified by the respective utility service providers.

d. Failure to Transfer Utilities: In the event that Tenants fail to transfer the utility services into one of their names as required by this provision, each Tenant shall be jointly and severally liable, as Additional Rent, for any utility expenses incurred during the period of non-compliance, it being understood that Landlord will initially charge Tenant only for Tenant's Proportionate Share of such costs.

e. Utility Charges for Non-Compliance: If Tenants fail to transfer utility services into their name(s) within the specified time frame, each Tenant within a Unit shall be subject to a fee in an amount as described in the Fee Schedule attached to the Rules and Regulations per utility per billing cycle, as Additional Rent, in addition to their individual share of the actual utility charges. This fee shall be assessed for each billing cycle during which the utility services remain untransferred.

f. Proof of Utility Payment Upon Vacatin of Premises: Tenants shall provide Landlord with proof that all utility charges were maintained in Tenant's name throughout the Term. If Tenant fails to provide Landlord such proof, Landlord may hold a portion of the security deposit in an amount as described on the Fee Schedule attached to the Rules and Regulations from each Tenant's Security Deposit until Landlord receives utility bills for the Premises and reconciles the accounts.

- g. **Landlord's Right to Terminate Lease:** Failure to comply with this utility transfer provision may be considered a breach of this Lease, and the Landlord reserves the right to terminate this Lease in accordance with applicable laws and regulations.
- h. **Tenant Utility Covenant:** Tenant agrees that under no circumstances shall Tenant use or permit the use of any alternate heating and/or cooling equipment in the Premises. Tenant shall use only those heating and cooling systems installed in Premises by Landlord.

## **10. EXTERMINATION SERVICES.**

- a. Landlord will provide extermination services to the Premises on a periodic basis.
- b. If more frequent extermination efforts are required or if Landlord provides extermination services in response to an infestation of the Premises and/or adjacent units Landlord may charge the cost of such extermination to Tenant.

## **11. USE.**

- a. The Premises shall only be used by Tenant as a personal residence for Tenant.
- b. Tenant shall use the Premises in compliance with all Federal, State, and Local laws, regulations and ordinances now in force or that may be enacted in the future.
- c. Tenant shall not store any explosive, flammable, hazardous, or toxic substances in or about the Premises. Tenant may store a single 20 lb propane tank, attached to a grill, outside the Premises, in compliance with Landlord's requirements.
- d. Tenant shall not engage in any activity that exposes Tenant, Landlord, or others to a risk of injury, loss, or damage.
- e. Tenant shall not disturb the peace and quiet of other Tenants within the Complex and neighbors to the Complex.

## **12. OCCUPANCY.**

- a. No person, other than the person listed in Paragraph A of the Addendum shall occupy the Premises, without Landlord's written consent.
- b. If Tenant violates this provision, Landlord, at Landlord's option, may elect to
  - i. terminate this Lease and evict Tenant;
  - ii. evict those persons who violated the terms of this Lease; and/or
  - iii. pursue any other remedy available to Landlord under this Lease.
- c. **Vacant Rooms:** During the Term, if one of the Rooms within a Unit becomes vacant for any reason, then:

- i. Landlord shall lock the vacant room, which will not be considered part of the Premises for purposes of access by Tenant.
- ii. Landlord may rent the vacant room to a Replacement Tenant, as determined by Landlord in its sole discretion. The Tenant will also be encouraged to find a Replacement Tenant for the vacant room.
- iii. Unauthorized use of a vacant room will result in a fee, payable by all Tenants, in an amount as described in the Fee Schedule attached to the Rules and Regulations.

**d. Relocation Due to Vacancy Provision:**

- i. In the event that one or more Rooms within the Landlord's properties remains vacant for a period of sixty (60) consecutive days or more during the Term, the Landlord reserves the right, but is not obligated, to relocate the Tenant(s) to a comparable Unit or Room within the same Complex or another property owned by Landlord. Landlord will provide the Tenant(s) with written notice of the relocation at least thirty (30) days in advance of the proposed relocation date.

**e. Relocation Process:**

- i. Landlord will make reasonable efforts to find a comparable Premises that is similar in size, condition, and rental rate to the Tenant's current Unit. Landlord does not guarantee a comparable Premises. The Tenant's Security Deposit, Lease terms, and Rent will be transferred to the new Premises.
- ii. If the Tenant(s) chooses not to accept the relocation, Tenant(s) may remain in their current Unit and pay the increased rent associated with the vacant rooms.
- iii. Upon relocation, Landlord will assist with coordinating the move and may provide reasonable assistance, such as a moving allowance or temporary storage, as agreed upon in writing. Tenant shall be responsible for any expenses outside of the allowance agreed by Landlord, or any other extraordinary expenses incurred in moving their belongings to the new Unit.
- iv. The terms and conditions of this Lease, except for the physical location of the new Premises, shall remain in full force and effect in the new Premises.
- v. Tenant, upon relocation, shall execute a new Addendum to this Lease that reflects the Tenant's new leased Premises.

**13. ALTERATIONS.**

- a. Tenant shall not make any alterations, additions, or improvements to the Premises, including any furniture, fixtures, or appliances provided by Landlord, without the prior written consent of the Landlord.
- b. Tenant shall not affix any items to the Premises with nails, screws, glue, or by any other method of fastening which damages and leaves marks on the walls, woodwork, or paint.

- c. Tenant shall not attach anything to the exterior of the building in which the Premises is located.
- d. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or the mechanism thereof.
- e. Tenant shall not make copies of any keys to the Premises.

#### **14. CARE OF THE PREMISES.**

- a. Upon entering into this Lease, Tenant shall sign a statement which (i) documents the condition of the Premises and (ii) itemizes the contents of the Premises.
- b. Tenant shall keep the Premises clean.
- c. Tenant shall not damage the Premises, including all furniture, appliances, fixtures, windows, utility systems, and heating, ventilating, and air conditioning systems.
- d. Tenant shall not damage any part of the building or Complex within which the Premises is located.
- e. Tenant shall protect the interior of the Premises against damage, including damage from weather, water pipes, plumbing works, and fixtures.
- f. Tenant shall provide Landlord with immediate notification of any damage to the Premises and the need for repair thereof.
- g. Tenant shall be responsible for the payment of all repairs to the Premises caused by an act or lack of care of Tenant or a guest of any Tenant.
- h. Tenant agrees to deliver to Landlord physical possession of the Premises upon the termination of the Lease in good condition, ordinary wear and tear excepted.
- i. Tenant shall not modify, alter, tamper, damage or disable smoke detectors, sprinklers, or other life safety equipment.

#### **15. DAMAGE TO THE PREMISES.**

- a. If the Premises is destroyed by fire, other casualty, or condemnation, that
  - i. was not caused in whole or in part by the lack of due care by Tenant or any guest of Tenant; and
  - ii. deprives Tenant of occupancy of all or substantially all of the Premises;
  - iii. this Lease shall be canceled as of the date of such damage or destruction.
- b. If the Premises is partially destroyed by fire, other casualty, or condemnation and Tenant is not deprived of occupancy, Landlord will proceed with reasonable efforts to repair the

Premises to the condition as existed before such damage or injury. Tenant's obligation to pay Rent shall continue during the period of such repairs.

- c. If the Premises is destroyed or damaged by fire or other casualty caused in whole or in part by Tenant, Tenant's animals, or Tenant's guests; Tenant shall:
  - i. continue to pay Rent during all repairs to the Premises, regardless of whether Tenant may occupy the Premises;
  - ii. reimburse Landlord the cost of all repairs to the Premises, to the extent Tenant or a guest of any Tenant caused the damage.

**16. RIGHT OF ENTRY.** Landlord and persons authorized by Landlord may enter the Premises without notice to Tenant, at all times to inspect, make repairs or alterations, perform extermination, enforce the terms of this Lease, and show the Premises to prospective Tenant.

**17. LIMITS ON LANDLORD'S LIABILITY.**

- a. Landlord shall not be responsible for any personal injury or damage to property of Tenant, the guests, or invitees of any Tenant, unless such injury or damage arises from the grossly negligent (extraordinarily negligent) or intentional acts of Landlord or Landlord's agents or employees.
- b. Landlord shall not be responsible for any injury or damage caused by fire, water, rain, snow, or ice that may leak or flow from whatever source or cause into or about the Premises or the building within which the Premises is located.
- c. Landlord shall not be responsible for the criminal acts of others, including other Tenants, guests, visitors, or trespassers, under any circumstances.

**18. PERSONAL PROPERTY.**

- a. Landlord recommends Tenant acquire renter's insurance for Tenant's personal property in or about the Premises. All property kept, stored, or maintained on the Premises by Tenant shall be at the sole risk of Tenant.
- b. Tenant shall remove all personal belongings from the Premises before the end of the Term or the date Tenant returns keys to Landlord.
- c. All personal belongings remaining in the Premises after any of the following events shall be deemed abandoned by Tenant:
  - i. The date Tenant vacated the Premises following the end of the Term;
  - ii. An eviction order or order for possession of the Premises has been entered in favor of the Landlord and Tenant vacated the Premises and removed substantially all personal property;
  - iii. An eviction order or order for possession in favor of Landlord has been executed;

- iv. Tenant provided Landlord with written notice of a forwarding address and have vacated the Premises and removed substantially all personal property; or
- v. Tenant have vacated the Premises without communicating an intent to return, and the Rent is more than fifteen days past due.
- d. Landlord may dispose of any personal property which is deemed abandoned, in Landlord's sole discretion, and at the Tenant's cost.
- e. Tenant waives all rights to receive notice of the intended disposal of any Tenant property under the Landlord Tenant Act (68 P.S. 250.101 *et seq.*), and specifically 68 P.S. 250.505a.

**19. MOVE OUT REQUIREMENTS.** When Tenant moves out of the Premises, Tenant shall comply with the move-out requirements attached as Exhibit "A".

**20. FAILURE TO VACATE THE PREMISES.** If the Tenant remains in possession of the Premises after the expiration of the Term without the Landlord's written consent, the Tenant shall be considered a *Tenant at Sufferance*. In such cases, the Tenant agrees to pay additional rent for each day they continue to occupy the Premises beyond the Term.

a. Calculation of Additional Rent:

- i. The additional daily rent shall be calculated as follows: (Base Rent/30) + (Additional Rent/30) + (Pet Rent/30) + \$250 = Tenant at Sufferance Daily Rent
- ii. The Tenant shall be responsible for paying this additional rent on a daily basis until the Premises is vacated and possession is returned to the Landlord.

b. Payment of Additional Rent:

- i. The additional rent shall be due and payable within five (5) days after the Tenant receives written notice from the Landlord specifying the amount owed.
- ii. The Tenant shall not be entitled to any notice to quit or any other formal notice as required under Pennsylvania law, and the Landlord may initiate eviction proceedings immediately upon the expiration of the lease term.

c. Consequences of Non-Payment: Failure to pay the additional rent as specified in this provision shall be considered a material breach of the Lease, and the Landlord may initiate legal action to evict the Tenant and collect any unpaid additional rent, legal fees, and other associated costs.

**21. LAUNDRY FACILITIES.**

- a. Any laundry facilities made available by Landlord, either within the Premises or the Complex, shall be used at each Tenant's sole risk. Tenant agrees to assume all risks associated with utilizing the laundry facilities.

- b. Landlord SHALL NOT be responsible for any claims or damages arising out of any personal injury, property damage, or loss which may be suffered by the Tenant or any persons whom a Tenant allows to use the laundry facilities. Landlord shall not be responsible for such claims or damages, whether or not caused in whole or in part by the negligent actions or inactions of the Landlord.
- c. Tenant agrees not to sue Landlord for any injuries to persons or property suffered in or about the laundry facilities, regardless of any negligence on the part of Landlord.

**22. TENANT DEFAULT.** Tenant shall have breached this Lease and be considered in default under this Lease if:

- a. Tenant fails to pay the Rent or any other amounts when due;
- b. Tenant fails to comply with the Rules and Regulations;
- c. Tenant abandons or deserts the Premises, or otherwise permits the Premises to be empty or unoccupied;
- d. Tenant attempts to assign the Lease or sublet the Premises without the written approval of Landlord;
- e. Tenant fails to comply with any term of this Lease or an Addendum to the Lease;
- f. Tenant(s) are issued a disruptive conduct notice (or similar notice) by law enforcement ;
- g. Tenant(s) modify, alter, tamper or disable smoke detectors, sprinklers, or other life safety equipment ; or
- h. Another Tenant within the same Unit is in default of his/her lease.
- i. Tenant must comply with the requirements of the Lease at all times. No action or inaction by Landlord will excuse Tenant from complying with the requirements of the Lease or amend the requirements of the Lease.

**23. LANDLORD'S REMEDIES FOR TENANT DEFAULT.**

- a. If Tenant does not comply with her/his/their obligations under this Lease, Landlord may, in its sole discretion, pursue one or more of the remedies listed below:
  - i. Landlord may terminate this Lease and evict Tenant.
  - ii. Landlord may file a lawsuit against one or more of the Tenants in court to recover possession of the Premises or portion thereof.
  - iii. Landlord may file a lawsuit against one or more of the Tenants in court to recover any unpaid Rent and/or all Rent and charges due for the remaining portion of the Term.

- iv. Landlord may file a lawsuit against one or more of Tenants in court to recover damages caused by Tenants' breach of the Lease.
- v. Landlord may pursue all other rights and remedies now or at any time hereafter provided at law or in equity.
- b. **Notice to Leave the Premises (Notice to Quit).** This Lease is governed by the Landlord and Tenant Act of 1951, as amended, 68 Pa. C.S.A. §§ 250.101 et seq. (the "Act"), and any other applicable federal, state, or local laws. In the case of any conflict between the terms of this Lease and the Act, the terms of the Act will control. **TENANT HEREBY WAIVES THE "NOTICE TO QUIT" OBLIGATION OTHERWISE REQUIRED BY SECTION 501 OF THE ACT. THIS MEANS THAT LANDLORD CAN REQUIRE TENANT TO VACATE AND SURRENDER THE PREMISES IMMEDIATELY WITHOUT PRIOR NOTICE FROM LANDLORD.** Without limiting any other provisions of the Lease, Tenant acknowledges that it will be required to leave the Premises immediately without notice from Landlord under the following circumstances: (a) Tenant does not leave the Premises at the end of the Term; (b) Tenant breaches any of the terms or conditions of this Lease; and (c) Tenant fails to make Rent payments when due.
- c. Landlord may choose to pursue any or all of the remedies identified above. If Landlord pursues one remedy, Landlord has not waived Landlord's right to pursue any other remedy that may exist.
- d. Tenant's payment of overdue rent or compliance with any other requirement of the Lease after Landlord delivers notice to end the Lease shall not revive the Lease.
- e. In the event Tenant breaches Tenant's obligations under the Lease and Landlord ends the Lease, Tenant shall remain liable for the payment of Rent and other obligations under the Lease, until the earlier of the following:
  - i. the date the Premises is leased to new Tenant(s); or
  - ii. the date set forth in Paragraph C of the Addendum as the original end date of the Lease Term.
- f. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others.

**24. ATTORNEY'S FEES AND COSTS.** If Tenant does not comply with Tenant's obligations under this Lease:

- a. Landlord may hire an attorney to advise and/or represent Landlord; and
- b. Landlord may recover from Tenant the attorney's fees and costs incurred by Landlord to enforce the Lease, in addition to court and service costs. Landlord may recover attorney's fees and costs incurred by Landlord to enforce the Lease, whether or not such enforcement results in legal action.

## **25. COMMON AREAS AND PARKING.**

- a. Tenant shall have the right throughout the term of the Lease to use, in common with others, the following:
  - i. interior common areas of the building of which the Premises are a part (if any), including all hallways, stairways, doorways, exclusively for ingress and egress to and from the Premises; and
  - ii. exterior common areas of the Complex, including all streets, service drives and sidewalks, exclusively for ingress and egress, to and from the Premises and the public streets and parking areas; and
  - iii. parking areas within the Complex, with proper sticker.
  - iv. Tenant must obtain written permission from Landlord to use any common areas for any purpose other than those set forth above.
  - v. All use of common areas and parking areas shall be subject to the Rules and Regulations and other requirements of this Lease. Each Tenant shall be entitled to one parking sticker to enable the parking of his/her personal vehicle in the parking lots of the Complex .

**26. SUBORDINATION.** Landlord may mortgage the Premises at any time. Tenant acknowledges that this Lease is subordinate to any and all mortgages and security interests upon the Premises now or in the future. In other words, the rights of the holder of any mortgage against the Premises will be superior to the Tenant's rights under this Lease. For example, if Landlord does not pay its mortgage, the mortgage lender will have the right to end this Lease.

## **27. SUBLEASING AND ASSIGNMENT.**

- a. Tenant shall not assign (transfer) this Lease or sublease any part of the Premises to another person without the prior written consent of Landlord. Any attempted assignment or sublease by Tenant or any Tenant without the prior written consent of Landlord is (1) ineffective and void , and (2) a breach of Tenant's obligation under this Lease.
- b. If Landlord consents to one assignment or sublease by Tenant, Tenant still must obtain Landlord's written consent to any future assignment or sublease of the Lease. Landlord will not approve any assignment or sublease unless such person enters into a written agreement with Landlord to be bound by all provisions of this Lease. If approved, Tenant's subleasing of the Premises or assignment of the Lease must be on forms acceptable to Landlord.
- c. Notwithstanding Landlord's approval of an assignment or sublease, Tenant shall remain liable to Landlord for any damages to the Premises, unpaid rent, and late charges which occur during the subtenant's or assignees occupancy.

## **28. RULES AND REGULATIONS.**

- a. Tenant acknowledges receipt and has reviewed Part II of this Lease entitled Rules and Regulations.
- b. Tenant shall comply with the Rules and Regulations.
- c. A violation of the Rules and Regulations is a breach of this Lease. If Tenant violates the Rules and Regulations, Landlord shall be permitted to exercise any and all remedies provided for in this Lease or by law or equity.
- d. Landlord has the right to change the Rules and Regulations at any time as deemed appropriate by Landlord. Changes to the Rules and Regulations shall become effective when Landlord sends notice of the changed Rules and Regulations to Tenant. Landlord may provide the changed Rules and Regulations to Tenant by electronic mail and posting the new Rules and Regulations in the Leasing Office, regular mail, posting, or delivery to the Premises.

## **29. WELLNESS HOUSING APARTMENTS ONLY.**

- a. If applicable, Tenant acknowledges receipt and review of the Wellness Housing Complex Addendum attached to this Lease, as Exhibit B.
- b. Tenant shall comply with the Wellness Housing Complex Addendum.
- c. A violation of the Wellness Housing Complex Addendum is a breach of the Lease. If Tenant violates the Wellness Housing Complex Addendum, Landlord shall be permitted to exercise any and all remedies provided for in this Lease or by law or equity.

## **30. PETS.**

- a. **Pet Policy:** The Premises is a pet-friendly environment. Allowable “Pets” include cats, dogs, fish, and any other animal acceptable to Landlord in Landlord’s sole discretion. Pets do not include Service or Assistance animals, as defined below Landlord, in its sole discretion, may limit the number of allowable pets within the Premises.
- b. **Approval Process:**
  - i. Before Tenant may bring any Pet into the Premises:
  - ii. Tenant must obtain the written permission of Tenant’s roommates, and
  - iii. Tenant must submit a written request to Landlord at <https://studentlodginginc.petscreening.com/> .
  - iv. If Landlord consents:
  - v. Tenant must pay Landlord a one-time pet registration fee in an amount as described in the Fee Schedule attached to the Rules and Regulations,

- vi. Tenant will be issued an Animal Addendum that contains the applicable animal rules and regulations, and
- vii. Tenant must pay monthly Pet Rent.

c. **Restrictions:** The following restrictions apply to all pets:

- i. Pets must be kept in compliance with all applicable local laws, ordinances, and regulations.
- ii. Pets must not disturb other tenants or neighbors, and excessive noise, aggression, or nuisance behavior is not permitted.
- iii. Tenant is responsible for cleaning up after their Pet and disposing of waste immediately in a sanitary manner. Tenant's failure to clean up after their Pet will result in a fee in an amount as described in the Fee Schedule attached to the Rules and Regulations.
- iv. Pets must be properly vaccinated, licensed, and spayed/neutered (if required by local regulations) and proof of such vaccination, licensing, and/or spaying/neutering shall be provided to Landlord through Landlord's online screening service.
- v. Dangerous or aggressive breeds as determined by the Landlord or local regulations are not allowed.

d. **Liability:** Tenant shall be liable for any damages or injuries caused by their Pet to the Premises, common areas, other Tenants, or third parties. Tenant is required to obtain and maintain renter's insurance that covers liability for pet-related incidents.

e. **Revocation of Pet Privileges:** Landlord reserves the right to revoke approval of the Pet if Tenant fails to comply with the Animal Addendum, causes damage, or creates disturbances. In such cases, Tenant shall remove the Pet from the premises within a reasonable time frame specified by the Landlord.

f. **Failure to Obtain Pet Approval:**

- i. Failure to complete the animal screening process prior to the beginning of the Term will result in the Tenant being banned from having any pets in the Unit during the Term of the Lease. Tenant should contact Landlord if Tenant desires to keep a pet on the Premises after the Term has already begun.
- ii. If Tenant brings or allows others to bring an unauthorized Pet or animal onto the Premises for any duration, Tenant will be charged a penalty fee in an amount as described in the Fee Schedule attached to the Rules and Regulations, which must be paid to Landlord within 24 hours.

- iii. No pet or animal sitting or visitation (for any length of time and inside or outside the Premises) is allowed unless Tenant has prior written permission from Landlord.
- iv. Tenant understands and agrees that Tenant may be subject to eviction proceedings and monetary fines if an unauthorized pet/animal is identified in the Premises.

g. **Addendum:** If Tenant is approved by Landlord to keep their pet(s) on the Premises, a Pet Addendum, attached hereto as Exhibit “E,” will be added to Tenant’s Lease.

### **31. ASSISTANCE ANIMAL.**

- a. **Policy on Assistance Animals:** Landlord acknowledges and agrees to comply with the Americans with Disabilities Act (“ADA”) and the Fair Housing Act (“FHA”) regarding reasonable accommodations for individuals with disabilities, including those requiring the use of service animals and emotional support animals. Landlord screened Service Animals, defined below, together with Landlord screen Emotional Support Animals, defined below, shall be referred to herein as “Assistance Animals.”
- b. **Definition of Service Animal:** A “Service Animal” is defined under the ADA as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The work or tasks performed by the service animal must be directly related to the individual’s disability. In some cases, miniature horses may also qualify as service animals.
- c. **Definition of Emotional Support Animal:** An “Emotional Support Animal” is an animal that provides emotional support and comfort to an individual with a diagnosed mental or emotional disability. Emotional Support Animals do not require specialized training, but they provide therapeutic benefits to the individual.
- d. **No Pet Fee:** Tenants shall not be charged any pet-related fees or deposits for their Assistance Animals.
- e. **Pet Screening:** Before Tenant brings any Assistance Animal onto the Premises, Tenant must complete the screening process for the animal at <https://studentlodginginc.petscreening.com/>.
- f. **Documentation Requirement for Emotional Support Animals:** For Emotional Support Animals, Landlord may request documentation from a qualified healthcare professional verifying the need for the animal due to a diagnosed mental or emotional disability. However, Landlord shall not inquire about the specific nature of the disability or demand medical records unrelated to the accommodation request.
- g. **Tenant’s Responsibility:** Tenant is responsible for the care, supervision, and behavior of their Assistance Animals. If the Assistance Animal causes damage to the property, the Tenant is liable for the cost of repairs. Tenant is responsible for cleaning up after their Assistance Animal and disposing of waste immediately in a sanitary manner. Tenant’s

failure to clean up after their Assistance Animal will result in a fee in an amount as described in the Fee Schedule attached to the Rules and Regulations.

- h. **Liability Waiver:** Landlord shall not be liable for any injuries or damages caused by the Assistance Animal while on the Premises. Tenants are solely responsible for any harm or injury caused by their Assistance Animals.
- i. **Revocation of Accommodation:** Landlord reserves the right to revoke the accommodation if the Assistance Animal poses a direct threat to the health or safety of others, causes substantial damage to the Premises, or substantially interferes with the peaceful enjoyment of other residents.
- j. **Tenant's Acknowledgment:** By signing this Lease, Tenant acknowledges and agrees to comply with the terms of this Assistance Animal Accommodation provision in accordance with the ADA and FHA.
- k. **Addendum:** After the screening process for the Assistance Animal is complete, an Assistance Animal Addendum, attached hereto as Exhibit "D" will be added to Tenant's Lease.

## **32. FORCE MAJEURE EVENTS.**

- a. For the purposes of this Lease, a "Force Majeure Event" shall mean any event or circumstance beyond the reasonable control of the Landlord, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, government actions, and pandemics, including but not limited to the outbreak of communicable diseases such as COVID-19.
- b. In the event that Landlord is unable to perform any of its obligations under this Lease due to a Force Majeure Event, Landlord shall be excused from such performance for the duration of the Force Majeure Event.
- c. In connection with the Force Majeure Event, Landlord reserves the right to:
  - i. establish quarantine and isolation procedures; and
  - ii. comply with all applicable federal, state and local laws and governmental authorities (including government agencies) in connection with the circumstances.
- d. Landlord's inability to perform under this Lease or exercise of the above-mentioned reserved rights shall not be deemed a breach of this Lease provided that the Tenant's obligations under this Lease shall be suspended during any period of time that Landlord cannot deliver occupancy of the Premises to the Tenant. For the sake of clarity, the determination of a Force Majeure Event shall be solely within the discretion of the Landlord, and the determination of Millersville University or any other third party that a Force Majeure Event has occurred shall not excuse the Tenant's performance of his or her obligations under this Lease without an independent determination by Landlord that a Force Majeure Event that is applicable to the Premises has occurred.

**33. BINDING EFFECT.** This Lease shall be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto. Tenant may not assign this lease or sublet the Premises without the prior written consent of Landlord .

**34. DISCLOSURE AUTHORIZATION.** Tenant hereby authorizes Landlord and Landlord's employees to discuss this Lease, the balance due, rule violations or any other issue arising out of Tenant's occupancy with any parent/guardian of any Tenant or any person claiming to be a parent/guardian of any Tenant. Landlord may, but shall not be obligated, to disclose any information to a parent/guardian of a Tenant or any person claiming to be a parent/guardian of a Tenant. Tenant waives any and all claims against Landlord under applicable federal, state, local or common law arising out of such disclosure(s).

**35. SURVEILLANCE DISCLOSURE.** The exterior of the Premises is equipped with surveillance cameras, the live feeds from which are not actively monitored by Landlord. Tenant acknowledges and consents that Landlord may release the surveillance footage to any police agency, governmental authority, insurance company with a valid and lawful request or subpoena for the footage. Tenant waives any claims for invasion of privacy arising from the release of such footage as permitted by this clause. Live feed access or previously recorded footage from the surveillance cameras are not available to any Tenant.

**36. SECURITY DISCLAIMER.**

**a. Notice to Tenant:**

- i. Landlord does not warrant or guarantee the safety and security of the Premises, Tenant, guests of any Tenant, or other persons associated with any Tenant (collectively called "Tenant's Group") or any personal property of Tenant's Group against the criminal actions of other Tenant or third parties. For example, Landlord shall not be responsible for any damage or injury to Tenant's Group or to any person entering the Premises, for injury to person or property arising from any criminal activity or casualty occurring in the Premises.
- ii. No security system, service, or electronic intrusion safety devices can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error, or personnel absenteeism and can be defeated or avoided by criminals. Further, repairs to such devices cannot always be completed immediately.
- iii. Tenant should always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit, including locking doors, windows, and vehicles.
- iv. Tenant acknowledges that if Landlord takes any security measures on the Premises, such security measures may not be effective in preventing injury, theft, or vandalism. Tenant agrees to promptly notify Landlord in writing of any problem, defect, malfunction, or failure of door locks, window latches, and any other safety-related device.

v. By signing this Lease Tenant agrees to the following provisions:

- b. Tenant has read and understands the above notice.
- c. Tenant has received no representations or warranties from Landlord or any representatives of Landlord, either expressed or implied, as to the overall safety of the Premises and/or security system in the Premises (if any).
- d. Landlord has not, in any way, stated or implied to Tenant that security of person or property is provided, promised, or guaranteed or that the Premises was or will be free from crime.
- e. Tenant agrees that Landlord is not obligated under any circumstances to respond to any signal from any intrusion alarm system or other system installed by Tenant.
- f. Tenant agrees that Tenant is solely responsible for the protection of Tenant, Tenant's Group, and all of Tenant's and Tenant's Group property from acts of crime.
- g. Tenant agrees to provide this information to anyone (occupant, guest, or otherwise as defined in Tenant's Group) who visits the Premises.
- h. Tenant hereby agrees not to sue Landlord for any claim arising out of criminal acts of the other Tenant and/or any other person, regardless of any negligence on the part of Landlord.
- i. Tenant agrees to pay all claims against Landlord by any member of Tenant's Group arising out of criminal acts of the other Tenant and/or any other person, regardless of any negligence on the part of Landlord.
- j. Tenant acknowledges that Landlord has informed Tenant that Landlord is not responsible to Tenant based upon any claim that adequate security was not provided to Tenant or Tenant's Group.
- k. Tenant agrees that the foregoing provisions shall also be binding upon Tenant and anyone defined under the term "Tenant's Group," including all heirs, successors and assigns of the same.

**37. TIME FOR PERFORMANCE.** The parties acknowledge and agree that time is of the essence for the performance of all obligations under this Lease. In other words, Tenant's failure to perform Tenant's obligations on time a required by this Lease is a breach of this Lease.

**38. PHOTO/SOCIAL MEDIA RELEASE.** Tenant hereby grants Landlord the right to capture their likeness or the likeness of any animal or property of Tenant(s) in photographs, videos, or other digital media (collectively "Photos") in any Common Areas of the Premises or at events sponsored by Landlord. Tenant further grants Landlord permission to edit, alter, copy, exhibit, publish, distribute, or otherwise use such Photos for any legal use, including but not limited to any and all of Landlord's publications, web and social media content, publicity, copyright purposes, illustration, and advertising, without further approval from Tenant(s). Landlord shall not be obligated to pay Tenant(s) any compensation for such use.

**39. ADDITIONAL TERMS, CONDITIONS, RIDERS AND ADDENDUMS.** This Lease includes all those additional terms, conditions, and addendums set forth on the Exhibits and Addendums indicated below. The terms and conditions included in the attached Exhibits and Addendums are part of this Lease and a breach of those conditions is a breach of this Lease.

- Part II:                   Rules and Regulations
- Part III:                  Lease Addendum
- Exhibit "A"               Move-out Procedures
- Exhibit "B":              Wellness Agreement (if applicable)
- Exhibit "C":              Lead Paint Disclosure (if applicable)
- Exhibit "D":              Assistance Animal Addendum (if applicable)
- Exhibit "E":              Pet Addendum (if applicable)

**40. ENTIRE AGREEMENT.** This Lease is the entire agreement between Tenant and Landlord. No oral or written agreement(s) made before or after the signing of this Lease are part of the Lease. This Lease may only be amended in writing and signed by Tenant and Landlord. This Lease may NOT be amended orally or by the course of conduct of the parties.

**41. COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Tenant and Landlord consent and agree that either party's electronic signature hereto shall constitute an original signature. An electronic copy or faxed signed copy of this Lease shall have the same force and effect as a wet-ink copy. Landlord and Tenant agree that this Lease, any Addendum thereto, and any other document necessary for the consummation of the transaction contemplated by this Lease may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on both Landlord and Tenant the same as if it were physically executed and Tenant hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Landlord.

**42. IRREVOCABLE OFFER TO LEASE. UPON EXECUTION OF THIS LEASE, TENANT SHALL DEEMED TO HAVE SUBMITTED TO LANDLORD AN IRREVOCABLE OFFER TO LEASE THE PREMISES FROM LANDLORD UPON THE TERMS AND CONDITIONS SET FORTH ABOVE.**

**THE DELIVERY OF THIS LEASE BY LANDLORD SHALL NOT CONSTITUTE AN OFFER BY LANDLORD TO LEASE THE PREMISES TO TENANT(S) AND SHALL NOT BE BINDING UPON LANDLORD UNLESS AND UNTIL LANDLORD EXECUTES THIS LEASE AND TENANT HAS EXECUTED THIS LEASE.**

**UNTIL THIS LEASE IS FULLY EXECUTED BY TENANT AND LANDLORD, LANDLORD IS FREE TO LEASE THE PREMISES TO OTHERS.**

Tenant understands and agrees that:

- a. this Lease is a written contract and legally binding; and
- b. Tenant has the responsibility to read the Lease and ask necessary questions before Tenant sign the Lease; and
- c. Tenant has had the opportunity to read the Lease and/or consult with an attorney; and
- d. Landlord's representatives have no authority to make changes or modifications in the terms of this Lease.

*[Signature Page to follow]*