

## RESIDENTIAL LEASE

### 1. PARTIES

This Residential Lease ("Lease") is a contract between you, the tenant(s):

\_\_\_\_\_, together as a group and individually responsible (joint and several) *and* the owner(s): \_\_\_\_\_. One Focus Property Management® is the property manager (agent) for the owner and is responsible for the service of the property and enforcement of this Lease. The term "tenants", "you", and "your" refers to all tenants listed above. The terms "landlord," "owner," "we," "us," and "our" refer to the owners listed above and One Focus Property Management® (the "Manager").

You've agreed to rent \_\_\_\_\_ (the "Property") for use as a private residence only.

The following are the only additional people apart from the people listed above who are also permitted to occupy the Property: \_\_\_\_\_

If two or more persons are listed above as tenants or occupants, the fact that one person leaves the Property does not relieve any remaining tenants or occupants from the full responsibilities under this Lease. All tenants and occupants must comply with the Lease obligations. If any person violates the Lease, all tenants and occupants will be in violation of the Lease.

Any communication we have with any tenant or occupant is the same as communication to all tenants and occupants. This includes but is not limited to notice of entry, maintenance, Lease terms, violations, and sale notices. Any communication by one tenant or occupant to Owner or One Focus Property Management® is the same as communication by all tenants and occupants. In eviction proceedings, **delivering legal papers to any one tenant is the same as delivering them to all tenants** (each tenant is considered the agent of all other tenants).

### 2. TERM

The Lease begins on \_\_\_\_\_ and ends at midnight on \_\_\_\_\_. After that, it will continue on a month-to-month basis until you or we provide a 30-day notice to terminate, unless other terms have been agreed to in writing.

### 3. RENT

You will pay

\_\_\_\_\_ Monthly Rent: \$ \_\_\_\_\_ per month due on the first day of each month.

\_\_\_\_\_ Pet Fee: \$ \_\_\_\_\_ per month.

\_\_\_\_\_ Partial rent of \$ \_\_\_\_\_ is due for the partial month on or before the beginning of the Lease term. Partial month and the next full month rent payment are due upon move in for move in dates of 21<sup>st</sup> of the month or later.

Move in Administration Fee: \$50 to Manager to be prior to move-in to cover the cost of the Lease preparation, move-in inspection, security deposit escrow.

Payable in advance and without demand. Rent will be accepted at One Focus Property Management, 414 W. Fourth Street, Williamsport, PA 17701 or mailed to One Focus Property Management, PO Box 428, Williamsport, PA 17703. Rent may also be paid through the online portal or electronic cash Payslip. Rent is considered received on the day it arrives at the Manager's office. If it is sent via US Mail and arrives after the due date, late fees will be applied. Cash is NEVER accepted as payment.

You must pay your rent on or before the first day of each month, with a 5-day grace period before late charges are applied. You must not withhold or offset rent unless allowed by law. Payments are applied to charges in chronological order based on the date of the charge.

If your rent is not received in full on or before the fifth day of the month, you will pay a late fee equal to 8% of the unpaid amount. If the account remains in arrears, we may post a notice at the Property with a notice

informing you your rent is late and you will be charged a \$50 notice posting fee. Returned payments, for any reason, will result in a service charge of \$50, and, if a returned payment results in your rent being late, you will pay the same late fee referenced above. If you don't pay rent on time, you will be in violation of the Lease and **we may take legal action allowed by this Lease and Pennsylvania law**. After the second returned payment, the Owner, or Manager may, at their discretion, refuse to accept personal checks in the office or online and require money orders, cashier's checks, or electronic cash Payslip for payments.

If you fail to pay the first month's rent by the start date of the Lease, you will be in violation of the Lease. Even if you decide not to move in, you are still responsible for paying rent and other costs until we rent the property to someone else or the Lease ends, whichever comes first. We will make reasonable efforts to find a new tenant. Under these circumstances, any security deposit you have paid may be used by us as a credit toward amounts you owe under this Lease.

We may not increase the rent or change this Lease prior to the Lease end date unless there is a written agreement signed by all tenants and Manager. You must pay rent so long as the property remains habitable as determined by local housing codes and Pennsylvania Law. **Without notifying you, we may apply your payments to any unpaid amounts you owe before applying them to rent, regardless of when the charges occurred or any notes you include with the payment.** After the due date, we may refuse to accept payments.

#### **4. SECURITY DEPOSIT**

The total security deposit is \$\_\_\_\_\_

An accounting of the Security Deposit and any refund will be made within 30 days of move out and may be by one check payable to all tenants. In order to have separate deposit refund checks made out to each tenant we need a form completed indicating an even distribution is authorized and signed by all tenants with a list of percentages. **YOU MUST PROVIDE A FORWARDING ADDRESS AT OR BEFORE THE TIME YOU MOVE OUT SO THAT WE CAN SEND YOU THE SECURITY DEPOSIT AND/OR AN ACCOUNTING.** A fee of \$15 for each extra security refund check will be charged.

All occupants and personal property must be removed from the property before the 30-day period for security deposit refund begins. **You may not apply the security deposit toward rent.** Your security deposit will be held in an account at Enterprise Bank and Trust.

#### **5. KEYS AND APPLIANCES**

You will be provided:

\_\_\_\_\_ Leased property keys \_\_\_\_\_ Mailbox keys \_\_\_\_\_ Remote control garage door openers

The following appliances are included in the leased property:

\_\_\_\_\_ Air Conditioner \_\_\_\_\_ Washer \_\_\_\_\_ Dryer  
\_\_\_\_\_ Range/Stove \_\_\_\_\_ Refrigerator \_\_\_\_\_ Dishwasher  
\_\_\_\_\_ Microwave \_\_\_\_\_ Other: \_\_\_\_\_

The following appliances will not be maintained by the owner, they are there for the tenant use but maintenance and/or replacement is at the expense and discretion of the tenant:

\_\_\_\_\_ Air Conditioner \_\_\_\_\_ Washer \_\_\_\_\_ Dryer \_\_\_\_\_ Other \_\_\_\_\_

#### **6. UTILITIES**

We'll pay for the following items:

\_\_\_\_\_ Water \_\_\_\_\_ Sewer/Stormwater \_\_\_\_\_ Trash \_\_\_\_\_ Snow Removal  
\_\_\_\_\_ Lawn care \_\_\_\_\_ Pest Control \_\_\_\_\_ Oil \_\_\_\_\_ Gas/Propane  
\_\_\_\_\_ Electricity \_\_\_\_\_ Electricity Cap \$ \_\_\_\_\_ Other \_\_\_\_\_

**Tenants must set up the following utilities prior to the start of this Lease:** \_\_\_\_\_

Primary Heat Source: \_\_\_\_\_ Oil/Propane tank level at move in: \_\_\_\_\_

Special Requirements for oil/propane delivery: \_\_\_\_\_

You are responsible for all charges related to the following utilities including required deposits:

\_\_\_\_\_. You must keep all utility service active at the Property for the entire Lease term. Disconnection of utilities for any reason prior to the conclusion of your Lease term is a Lease violation.

Concerning the utilities provided by the Landlord, these utilities may only be used for normal household purposes and must not be wasted. If excessive use or waste occurs we reserve the right to bill you for the excess (for instance, excess or waste caused by you failing to report maintenance needs).

**You must arrange to have ONLY the utilities YOU are responsible for paying put in your name PRIOR to the start of your Lease. The utilities you are responsible for paying are indicated in Section 6, see exception for water and sewer/stormwater below. If the utilities remain in the Landlord or Manager's name beyond the beginning of your Lease or at any point during your Lease you request to disconnect the utilities, you will be charged a \$100 fee. You will also be responsible for the expense of that utility during the Lease, and the Landlord has the right to cancel the service in their name.**

**You do not need to set up water and sewer/stormwater services, unless we inform you differently. Those expenses will be billed to you by the Landlord or Manager in accordance with paragraph below.**

**If water and sewer/stormwater expenses are the responsibility of the tenant, these bills will be paid by Landlord and billed to tenant in the exact amount of the billing on a monthly or quarterly basis. You must reimburse this amount within 14 days of being billed. Failure to pay within 14 days will result in a late fee equal to 8% of the unpaid amount.**

## **7. CONTACT INFORMATION**

You are responsible for providing accurate contact information to the Landlord. This means if you change phone numbers or email addresses, you must PROMPTLY notify the Landlord. Notices, invoices, and important issues are made by phone, text, and email. If we send information to outdated contact information because you did not give us your new contact information, you are still required to comply.

## **8. ACCEPTANCE/SIGHT UNSEEN**

You accept the **condition of the property as it is when you move in (AS IS)**. You have 48 hours after accepting possession of the property to report any damage or other issues with the property. If damage or other issues are not reported, everything will be considered in good working condition. If you chose to Lease this property without personally inspecting it, you understand the risks involved. You acknowledge that leasing and moving into a property without seeing it first may lead to misunderstandings or unmet expectations.

## **9. MOVE-IN INSPECTION**

We conduct move-in and move-out inspections on video, and you should do the same. We use these videos as reference to the condition of the property before and after your tenancy to document damage and condition.

## **10. TENANCY CHANGES**

You must not move anybody out of or into the Property without changing the Lease. This Lease requires all tenants and the Landlord all agree in writing to any change in the Lease. Adding or removing persons on the Lease may require a new rental application and is subject to Landlord approval. If a new application is required, application fees may apply. Re-writing a Lease because of tenancy changes will result in a \$150 Lease change fee.

## **11. INSURANCE**

The Landlord requires Tenant to obtain insurance liability coverage of at least \$100,000 in property damage and legal liability from a reputable insurance company (A-rated) and to maintain such coverage throughout the entire

term of the Lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of any Lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's Lease application is approved or the terms of Tenant's Lease.

#### Option 1: Automatic Enrollment

If Tenant takes no action, Tenant will be automatically enrolled into an insurance policy provided by Second Nature at an additional charge of \$12.95 per month, billed by Landlord. This monthly charge may increase due to changes in underwriting, upon prior written notice to Tenant. Coverage will begin on the effective date of Tenant's Lease and continue throughout the term. Please refer to the evidence of insurance supplied by the provider for additional coverage details. An insurance policy provided by Second Nature is a contract between Tenant and the insurance carrier. Landlord makes no representations or warranties regarding the adequacy, coverage, or terms of the insurance policy provided by Second Nature.

#### Option 2: Provide Your Own Insurance

If Tenant prefers, Tenant may find, purchase, and maintain another policy that satisfies the Landlord's requirements. It is Tenant's responsibility to pay all premiums directly to the insurance provider. Once satisfactory proof of this coverage is supplied to Landlord, the monthly charge for automatic enrollment (Option 1) will be removed.

Visit <http://insurance.residentforms.com> and follow the instructions listed there to provide evidence of the required insurance coverage to your landlord.

Please be sure your policy meets the following criteria prior to submitting:

- a) Policy is purchased from a reputable insurance company (an A-rated carrier)
- b) Policy meets or exceeds the required \$100,000 in property damage and personal liability
- c) One Focus Property Management is listed as additional interest
- d) InsuranceSupport@SecondNature.com is also listed as additional interest, if carrier allows
- e) One Focus Property Management address is listed as: PO Box 660121 Dallas, TX 75266

Upon Landlord being notified that the policy is terminated or lapses, the Tenant will be subsequently enrolled into the policy referenced in Option 1 above.

If One Focus Property Management is no longer the management company, the Second Nature insurance will no longer be available, and the Tenant is required to secure their own personal liability insurance policy.

## **12. EARLY MOVE-OUT; RE-RENTING CHARGE**

The following conditions apply if you want to terminate the Lease early:

- a) You are responsible for the rent at the property until is re-rented or until the end of your Lease, whichever comes first.
- b) You must give us written notice of early termination and specify the exact date you will move out of the property.
- c) You must move out on or before the early termination date. If you do not return the property by the notice date, it is considered a "holdover" and will result in holdover rent being charged equal to 150% of the Lease rent.
- d) You pay us an amount equal to one month's rent or \$800, whichever is greater as an early termination fee. This amount is due and payable at the time you give your early termination notice. This fee is reimbursement for our estimated administrative costs, turnover costs and marketing costs. The property will not be made available and marketed until the early termination fee is paid in full. The early termination fee is not refundable if the efforts to re-rent the property are not successful. You will remain responsible for rents, damages, utilities, late fees, or other charges due.

### Special exceptions for military service:

You may terminate the Lease if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces.

You also may terminate the Lease if:

- a) you are (a) a member of the U.S. Armed Forces or reserves on active duty or (b) a member of the National Guard serving on full-time duty or as a civil service technician with a National Guard Unit; and
- b) you (a) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit on a military operation for 90 days or more, or (iii) are relieved or released from active duty (iv) have received orders for mandatory housing assignment to government-supplied quarters resulting in forfeiture of basic allowance for housing.

After you deliver to us your written termination notice, the Lease will be terminated under this military clause 30 days after the receipt of notice. You must furnish with us with a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station orders. After you move out, we'll return your security deposit, less lawful deductions.

For the purposes of this Lease, orders described in (2) above will only release the tenant who qualifies under (1) and (2) above and receives the orders during the Lease term and such tenant's household. A co-tenant who is not your spouse or legal dependents cannot terminate under this military clause. You represent when signing this Lease that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease term; (3) the term of your enlistment or obligation will not end before the Lease term ends.

You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

Even if you are entitled to terminate this Lease under this paragraph, damages payable to us for you making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, less rents from others received if the property is re-rented.

### **13. DAMAGES**

You are responsible for reimbursing us for any damages, losses, or fines for service and/or repairs to the property resulting from your improper use, neglect, or violation of the Lease or rules.

**During freezing weather, you must keep the temperature in the property at or above 55°F and open the cupboard doors to prevent freezing pipes.** In the event water causes damage due to leaking from windows and doors being left open or drain blockage caused by drain misuse (e.g. grease, hygiene products, wipes including "flushable" wipes, toys, etc.) you are responsible for reimbursing us for all related costs.

Your renter's liability insurance policy may not cover these damages. Do not depend on space heaters for heat. Use the property's primary heat source listed in Section 6. Do not turn off the heat during freezing temperatures. You are responsible for maintaining the connections to utilities and/or keeping fuel levels maintained.

You are responsible for the repair and repainting of any holes you make including from nails, screws, tacks, etc. We highly recommend using the 3M Damage Free Hanging strips. You will be charged the cost to remove hanging strips if you do not remove them when you move out.

Any damage-related charges are considered rent and are a requirement of the Lease. Payment may be due at the time of service; however, **if we do not collect payment immediately, we still have the right to collect it later.**

### **14. PERSONAL PROPERTY LEFT AT THE PROPERTY**

The "property" includes interior living areas and exterior patios, garage(s), shed(s), lawn, and driveway.

**Removal After Surrender, Abandonment:** If your personal property remains in the property after possession is returned to us, you have 24 hours to notify us of your intent to claim it. If you do not communicate your intent to claim it within 24 hours, we will dispose of it at our sole discretion. **Eviction:** If your personal property remains in the property is returned to us though the eviction process, you have 10 days to notify us of your intent to claim it. If not, we will dispose of it at our sole discretion. We or law enforcement may remove and/or store all property remaining in the property (including any vehicles you or any occupant or guest owns or uses) if you are evicted by court order, or if you surrender or abandon the leased property.

**Storage:** We may store, but have no duty to store, property removed after court eviction, surrender, or abandonment of the property. We are not liable for casualty loss, damage, or theft. You must pay reasonable charges for our packing, removing, and storing any property.

**Redemption:** If we have removed and stored property after surrender, abandonment, or judicial eviction, you may redeem the property from us only by paying packing, removal, and storage charges. We may choose to return redeemed property at the place of storage or the property. We may require payment by money order, certified check, or electronic cash Payslip.

**Disposition or Sale:** Except for animals and property removed after the death of a sole tenant, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the property after surrender or abandonment; or (2) left outside more than 1 hour after eviction is completed. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies.

## **15. CONDUCT**

You must keep the Property clean, including at least weekly removal of trash.

Do not disrupt neighbors with noise or activities. Quiet hours are between 9:00 p.m. - 9:00 a.m. If we have to address excessive noise with you more than twice, a \$50.00 fee will be charged for each additional occurrence. If you are responsible for snow removal or lawn care, you must comply with all local ordinances. Lawns and shrubbery must be maintained and weeds controlled. Failure to comply may result in fines against the property owner. You must reimburse the property owner within 24 hours the amount of the fine plus a \$100 fee. If you fail to maintain the lawn, snow, and exterior as required, we may perform the work and bill you the cost plus a \$100 fee.

If there is a fireplace on the Property, it is not to be used. The fireplace is to be considered non-working, and no fires may be made in it.

The following items are prohibited without written permission from the landlord/manager: water beds, hot tubs, swimming pools, trampolines, swing sets, sandboxes, bounce houses, satellite dishes. Permission may be requested in writing with a detailed description of the type of equipment you are seeking permission for, plans to secure it in inclement weather, storage plans for off-season, and how the exterior of the property will be protected.

You may not conduct any kind of business in or on the property that uses signage; requires the storage of hazardous materials and products; or requires customers, patients, clients, employees, contractors, regulators or associates to visit the Property for purposes of business.

Do not place any signs, temporary or permanent, on the exterior of the property or in windows facing outward. Placement of flags (other than the U.S. flag) may be restricted at our discretion based on size, type, installation method, or placement.

Do not smoke or burn any substance inside the property, this includes tobacco, incense and candles. Contain smoking debris in ashtrays outside. Do not leave cigarette butts on sidewalks, driveways, and lawns. If the landlord/manager must clean up cigarette butts, you will be charged \$100 per hour, with a minimum charge of \$100.

Do not burn marijuana inside the property, even for medical use. Burning marijuana outside is allowed only if permitted by law and not near open window or entry door. Vaping, topical applications, and edible marijuana

may be used by tenants only if permitted by law. The illegal use, possession, sale, growing, or manufacturing of marijuana (in any form) at the property is a material violation of this Lease and may lead to eviction.

Complaints from neighbors about odors will be taken seriously and investigated. You are responsible for reimbursing the owner for all expenses incurred to remove any odors not existent at the time of your move in.

No hazardous materials may be stored in or around the property. Store gasoline for lawn equipment outside the residence. Do not burn trash, lawn waste, or other materials on the property.

Follow local laws for campfire burning. Do not dig pits or holes in the ground. Campfires must be contained in a ring with a bottom to prevent disturbing the ground. Do not place campfires on patios, decks, or brick/paver areas.

Do not use kerosene or fuel-burning space heaters.

Do not use charcoal, gas, or other grills on porches, decks, or other structures attached to the property. Grills must be used at least 15 feet away from the building and not placed on decks or porches until completely cool. Extreme caution must be taken when using grills.

Do not drive on sidewalks or lawn areas with vehicles or equipment. If vehicle(s) or vehicle damage is found on lawns or grass areas, a fee of \$100 will be charged. You will be billed for any damage repair.

Vehicles and motorcycles may only be parked or stored in designated parking areas. Do not block access to the property, trash removal, or other vehicles.

You must have written permission to park trailers, motorhomes, boats, etc. in shared parking lots/areas. We reserve the right to remove any vehicle improperly stored vehicles (including guest vehicles) without notice and at your expense.

Do not dig or plant gardens or trees without written permission. Damage to underground utilities and landscaping because of your actions is your responsibility.

Do not go on roofs or other areas restricted from tenant access. If the property is going to be vacant for longer than 10 consecutive days, Notify the landlord so we can arrange suitable oversight.

No illegal activity of any kind is permitted on the Property. Police activity is cause for Lease termination.

Guests are allowed but not stay more than 10 consecutive days without approval. Stays longer than 10 days require approval and could be considered occupancy. Moving in people not listed on the Lease is a violation and may lead to termination. If an unauthorized tenant is found living at the property for more than 10 consecutive days, you must pay a \$500 fee. You are responsible for your guests' behavior, and you must remedy any violations they cause.

## **16. SMOKE/CARBON MONOXIDE DETECTORS**

We have furnished smoke/CO detectors as required by law. If the detector is within 8 feet of floor/ground level, you must pay for and replace the batteries as needed. You must test them monthly. We will periodically inspect the detectors for operability. If your detector is not working, you must immediately report the problem to us. If we find your detectors not in working order, we may repair them and charge you for costs associated with that. If you disable or damage the detector, fail to replace a dead battery, or do not report malfunctions to us, you will be held responsible. You will be liable to us and others for any loss, damage, or fines resulting from fire, smoke, water, or explosions.

## **17. CARE OF PROPERTY**

You are required to care for the property during your Lease term including maintaining cleanliness free of dirt, grease and any potential hazard. Housekeeping must be kept in a manner that does not contribute to pest and/or rodent infestations. Any spills including but not limited to food, drinks, bodily fluids etc., must be cleaned immediately. Odors due to garbage, spoiled food, bodily fluids, and animals are unsanitary and are a violation of your Lease agreement. Storage areas including basements, attics, closets, and sheds should be kept free and clear of debris and trash. You are responsible for reporting needed repairs and not damaging common

areas of the property or littering. You must not paint, wallpaper, change flooring, or otherwise alter the property without written permission from landlord or manager.

You are required to replace burnt-out light bulbs that are within 8 feet of floor/ground level. Specialty bulbs and bulbs higher than 8 feet from floor/ground level will be replaced by the property owner.

Use bathroom exhaust fans to prevent mildew buildup on the walls, ceilings, and fixtures. You are responsible to keep these areas clean and free of mildew.

No satellite dishes may be installed on the property without written permission from the owner.

Should the property not be in good condition and require re-inspections to determine whether the cleanliness is being maintained, a \$50 fee per re-inspection will be charged.

## **18. REPAIR REQUESTS**

All requests for repairs must be made in writing to the landlord or manager. The exception to this policy is in the event of an emergency threatening the safety of any persons or the property. You must notify us immediately if there are conditions affecting the health or safety of any persons or the condition of the property. Even if we respond to a verbal request, you are still responsible for making all requests in writing.

Landlord is not responsible for interruption of services or inconvenience resulting from delays in making repairs or replacement if due to circumstances beyond the landlord's reasonable control.

**We do not respond to lockouts. If you lock yourself out of the property, you may contact us during normal business hours, and we can make a key available to you at our office, which you must return immediately or be charged a replacement fee of \$100.00. If you are locked out outside of normal business hours, you must call a locksmith to gain entry to the property. We will not let you in.**

If you request to change your keyless entry code, your account will be charged \$75.00. When the fee has been paid in full, we will change the code and will provide you with the new keyless code. Any tampering and damage to the keyless entry locks is a violation of this Lease, and you will be charged to repair or replace keyless locks if necessary.

## **19. ANIMALS**

No animals are permitted anywhere in or on the property without prior written authorization from the landlord or property owner. This shall include but is not limited to: dogs, cats, mammals, reptiles, snakes, birds, rodents, birds, and insects. Fish and marine animals are permitted if contained in a tank with a maximum size of 20 gallons. Any damage caused by the fish tank is your responsibility.

If we find that you have an unauthorized animal on the property, you will have 24 hours to remove it. If you do not, you will be violating the Lease. Having any animal, whether authorized or unauthorized, makes you responsible for any resulting damages. This includes, but is not limited to, charges for odor removal, pest control, cleaning, flooring repair or replacement, wall or trim repair, and lawn damage."

Should an unauthorized animal be found in the property, charges of \$100 per animal per day will be charged after the 24-hour removal period concludes and any animal remains in the property. After the first violation and removal of an animal from the property, there will never be a 24-hour removal period given. From the second violation on, the charges will start with the discovery of the unauthorized animal(s).

Paying the charges listed above does not release you from responsibility for damages caused by the animals on the leased property. There are no exceptions to this policy for any reason unless in writing from the landlord or manager.

## **20. ACCESS TO PROPERTY**

The manager, repairers, servicers, contractors, our representatives, or other persons listed below may peacefully enter the property at reasonable times upon reasonable advance notice.

If a tenant or guest is present to provide access, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if entry is for:



- a) responding to your request
- b) making repairs or replacements
- c) estimating repair or refurbishing costs
- d) performing pest control
- e) doing preventive maintenance changing filters
- f) testing or replacing detector batteries
- g) retrieving unreturned tools, equipment, or appliances
- h) preventing waste of utilities
- i) leaving notices
- j) delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices
- k) removing unauthorized security devices
- l) removing unauthorized window coverings
- m) stopping excessive noise
- n) removing health or safety hazards (including hazardous materials) or items prohibited under our rules
- o) removing perishable food if your electricity is disconnected
- p) retrieving property owned or leased by former tenants
- q) inspecting when immediate danger to person or the property is reasonably suspected
- r) allowing entry by a law officer with a search or arrest warrant
- s) showing the property to prospective tenants (after notice to vacate has been given)
- t) showing property to government inspectors, fire marshals, lenders, appraisers, contractors, real estate sales agents, prospective buyers, or insurance agents.
- u) Any other reason requiring immediate access to the property and which is reasonable under the circumstances

We do not guarantee that we can always do work in the property by appointment. If we do make an appointment with you, and you are not there as agreed, deny access at the agreed-upon time, or an animal is not secured in the Property, a trip charge of \$75 may be charged.

## **21. SUBLETTING**

You are not allowed to sublet or replace a tenant on the Lease without our written permission. There may be reasonable fee charged for Lease changes to compensate us for administrative costs related to processing your request.

## **22. VIOLATION BY TENANT**

You will be in violation of the Lease if you or any guest or occupant violates any terms of this Lease including but not limited to the following violations:

- a) you do not pay rent or other amounts that you owe when due
- b) you or any guest or occupant violates the property rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs
- c) you abandon the property
- d) you give incorrect or false answers in a rental application
- e) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense (ARD) involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia
- f) any illegal drugs or paraphernalia are found in the property
- g) you or any guest or occupant engages in any of the prohibited conduct described in this Lease
- h) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government

**Eviction:** Termination of your possession rights (eviction) or renting the Property to someone else does not free you from your responsibility to pay future rent or fulfill other obligations under the Lease. Even after we start

eviction proceedings, we may still accept rent or other payments from you. Acceptance of rent payments does not affect our right to pursue eviction, collect damages, or any other right under the Lease or Pennsylvania law.

We may accept past-due rent and costs at any time prior to eviction being completed as required by Pennsylvania law, if past due rent is the only Lease violation.

### **23. WAIVER OF EVICTION NOTICE / NOTICE TO QUIT**

**YOU AGREE THAT IF WE WANT TO START A COURT ACTION AGAINST YOU TO RECOVER POSSESSION FOR NONPAYMENT OF RENT OR FOR ANY OTHER REASON, WE MAY DO SO WITHOUT GIVING YOU ANY PRIOR NOTICE. THIS MEANS YOU ARE GIVING UP YOUR RIGHT TO RECEIVE AN EVICTION NOTICE (SOMETIMES REFERRED TO AS A "NOTICE TO QUIT"). IN OTHER WORDS, YOU WAIVE YOUR RIGHT TO RECEIVE A NOTICE TO QUIT UNDER SECTION 501 OF THE PENNSYLVANIA LANDLORD TENANT ACT.**

### **24. RENT ACCELERATION**

Under certain conditions, **all** monthly rent for the rest of the Lease term or renewal period will be automatically and immediately due and delinquent without notice or demand (known as rent acceleration). Rent will be accelerated if the following two conditions are met:

- a) you move out, remove property in preparing to move out, or give written notice (by you or any occupant) of intent to move out before the Lease term or renewal period ends; and
- b) you have not paid all rent for the entire Lease contract term or renewal period.

The refund of future rent payments will be only for the time a new tenant is secured. You will still be liable for rent for the period of time during which no tenant is secured. We will attempt, to the extent required under Pennsylvania Law, to find a new tenant to rent the property.

### **25. HOLDOVER**

You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then:

- a) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand;
- b) rent for the holdover period will be increased by 150% over the then-existing rent, without notice;
- c) you will be responsible to us for all rent for the full term of any previously signed Lease of a new tenant who is unable to move in because of your holdover; and
- d) We may choose to extend the Lease term for up to one month by giving you written notice. This extension must be agreed upon by both you and us in writing.

### **26. OTHER REMEDIES AVAILABLE TO LANDLORD**

If your rent is delinquent and we give you written notice, we may terminate electricity we have furnished at our expense, by following applicable Pennsylvania law, unless governmental regulations on submetering or utility proration provide otherwise.

We may report unpaid amounts to credit agencies.

Upon your violation of the Lease, we have the right to proceed with all other legal remedies, including Lease termination.

In the event landlord files a lawsuit to enforce the terms of the Lease and/or to recover possession of the premises, landlord is entitled to recover its reasonable attorneys' fees and litigation costs from tenant.

Late charges are liquidated damages for our time, overhead expenses, and resources used in collecting late rent (but are not for attorney's fees and litigation costs).

All unpaid amounts due under this Lease bear 18% interest per year from due date, compounded annually. You must also pay all collection-agency fees if you fail to pay all amounts due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added.

## **27. WAIVER OF JURY TRIAL**

To minimize legal expenses and, to the extent allowed by law, you and we agree that any lawsuit related to this Lease or the property will be tried before a judge and not a jury.

## **28. NOTICE TO VACATE**

You must provide 30 days advance written notice of your move out date. Your move out date cannot be changed from that point unless all parties agree in writing. We will not accept verbal notice. If you intend to terminate the Lease at its conclusion, you must provide your move out notice at least 30 days before the Lease ends.

If you do not provide 30 days' advance written notice, you are responsible for the rent for the balance of the 30-day notice period. We may terminate the Lease at its conclusion with 30 days' advance written notice as well. We do not need to provide notice in the event of your violation of the Lease. Before you move out, you must provide a valid forwarding address to both us and the US postal service.

## **29. CLEANING**

You must thoroughly clean all the rented property. If you do not clean adequately, you will be liable for cleaning charges at the cost incurred by landlord.

If there is carpet in the property, it MUST be professionally hot water or steam cleaned prior to move out, and a copy of the receipt must be turned in at the conclusion of tenancy. Failure to turn in the receipt for the carpet cleaning meeting the requirements at time of move out will result in our having the carpets cleaned. You will be responsible for that cost. Rental machines that you operate yourself are not an acceptable method of cleaning. If the carpet is not properly cleaned or is damaged due to poor cleaning, the cost to fix the damage or clean it again will be charged to you.

## **30. MOVE-OUT**

We will conduct a move out inspection on video once possession of the property is returned to us. This requires all personal belongings to be removed and keys to be returned to one of our offices. If the keys are not returned on move-out day to one of our offices or following our move-out instruction guidelines, we will charge a \$150 fee for retrieving your keys from where you left them.

## **31. SURRENDER AND ABANDONMENT**

You have surrendered the property when:

- a) the move-out date has passed, and we believe no one is living in the property; or
- b) You have returned all keys and access devices to us where rent is paid; whichever date occurs first.

You have abandoned the property when all the following have occurred:

- a) everyone appears to have moved out in our reasonable judgement; clothes, furniture, and personal belongings have been substantially removed in our reasonable judgement;
- b) you have been in violation of the Lease for non-payment of rent for at least 5 consecutive days, or water, gas, or electric service for the property not connected in our name has been terminated; and
- c) you have not responded for 24 hours to our notice left on the main entry door, stating we consider the property abandoned.
- d) The property is also considered abandoned 10 days after the death of a sole tenant.

Surrender, abandonment, or court eviction ends your right of possession for all purposes and give us the immediate right to:

- a) clean up, make repairs in, and re-rent the property
- b) determine any security deposit deductions; and
- c) remove personal property left at the property.

Your surrender, abandonment, or eviction of the property does not terminate your responsibility to pay rent and any other amounts you may owe.

<b>This Lease contains fees and fines that the tenant may be required to pay in certain circumstances.</b>		
Late Fee	8% of the unpaid amount	If your account balance is not received before the end of the grace period defined in the Lease.
Notice Posting Fee	\$50	Charged when a notice is posted.
Returned Payment Fee	\$50	Returned payments for any reason.
Utility Fee	\$100 fee plus the expense of the utility during the leased period.	If utilities (that tenant is responsible for in the Lease) remain in the landlord or manager's name beyond the start date of the Lease or at any point during the Lease you disconnect the utilities.
Lease Change Fee	\$150	Rewriting the Lease due to tenancy changes
Early Termination Fee	An amount equal to one month's rent or \$800, whichever is greater	When the Lease is terminated early, this fee is required (among other requirements) to break to terminate the Lease early.
Noise Complaint Fee	\$50 each occurrence	On the third and subsequent complaints of excessive noise.
Municipality Fines	\$100 fee plus the cost of the fine	If the municipality issues a violation for the condition of the property, including landscaping and snow removal.
Non Performance of Landscaping and Snow Removal Fee	\$100 fee plus the cost of work	Failure to maintain the landscaping and snow removal as required by the Lease.
Cigarette Butt Clean up Fee	\$100/hour (minimum 1 hour charge)	Cleaning up cigarette butts on the property.
Lawn Violation	\$100 fee plus the cost of restoration	Damage to the landscaping from vehicles, pools, trampolines, swing sets, neglect, etc.
Detector Damage/ Disable Fee	\$500 fee plus damages	If the tenant damages or disables any smoke or carbon monoxide detector on the property.
Lease Compliance Inspection Fee	\$50 per reinspection	If Lease violation(s) are found and Lease adherence requires more than one inspection,
Key Fee	\$100	Tenant fails to return borrowed key.
Key Code Charge	\$75	If tenant request key code entry be changed.
Unauthorized Animal Fee	\$100 per animal per day	If an unauthorized animal is found in/on the property.
Missed Appointment Fee/Trip Charge	\$75	The tenant fails to show up for an appointment with a staff member at the property or fails to restrain an animal and we cannot get into the property.

### **32. MISCELLANEOUS**

This Lease is the entire agreement between you and us. No verbal promises or obligations exist beyond this written Lease. No act or omission of us or our manager waives any term of this agreement.

If we take legal action against you, we do not waive the right to take other legal action against you in any legal proceeding. The manager is not personally liable for any of the owner's contractual, statutory, or other obligations. The manager is merely acting on the owner's behalf.

An invalid clause or missing initial on any page does not make this Lease or any section of the Lease invalid.

If a part of this Lease becomes illegal due to a change in law, the illegal part will not apply, but the rest of this Lease will remain enforceable.

All notices and documents will be in English.

**NOTICE: YOU ARE GIVING UP CERTAIN IMPORTANT RIGHTS. YOU ARE WAIVING YOUR RIGHT TO HAVE A NOTICE SENT TO YOU BEFORE WE START A COURT ACTION TO RECOVER POSSESSION OF THE LEASED PROPERTY FOR NONPAYMENT OR FOR ANY OTHER REASON. YOU ARE ALSO WAIVING YOUR RIGHT TO A JURY TRIAL.**

One Focus Property Management® (Agent) hereby states that with respect to the Property, it is acting in the following capacity: An agent of the Owner/Landlord pursuant to a property management or exclusive leasing agreement. You are not being represented unless you have your own agent. By signing this Lease, you acknowledge that you have received this notice.

## **Resident Benefits Program Addendum**

This agreement is between One Focus Property Management® (Manager) and you the tenant(s):

Address: \_\_\_\_\_

The agreement begins on \_\_\_\_\_ and continues until the end of tenancy or the termination of the Manager's services, whichever is sooner. You will pay a \$15 monthly fee for the Resident Benefits Program, due on the first of each month. A prorated monthly fee will be charged for partial months of tenancy. You are entitled to the benefits in the Resident Benefits Program provided by the Manager if the property is managed by the Manager. In the event the management relationship between the Landlord and Manager is terminated, the Resident Benefits Program will no longer be provided, and the monthly fee will be terminated.

**FEATURE #1 INTEREST-FREE PAYMENT PLAN:** Tenants are permitted one interest-free payment plan per Lease term (OR 12-month period if on a month-to-month Lease) per household. The payment plan can be used to include rent and other monthly recurring charges. The terms of the payment plan will be outlined in a written agreement and require all tenants' signature(s). Tenants must adhere to the payment schedule including amounts and due dates to avoid court action. For further information, please refer to your Tenant Handbook.

**FEATURE #2 ONE TIME LATE FEE FORGIVENESS** (average of a \$65 value): One-time waiver of a late fee. This must be requested in writing by the tenant via email to support@onefocuspm.com; the full balance due must be paid within 15 days of the due date to be used.

**FEATURE #3 ONE TIME RETURNED PAYMENT FORGIVENESS** (\$50 value): One-time waiver of a returned ACH or Check payment fee.

**FEATURE #4 ONLINE PORTAL** (\$36 value): Tenants have access to a Tenant Portal to submit maintenance requests, pay online, and have access to electronic statements and Lease documents. By accessing the portal, you gain convenient control over rent payments and maintenance reporting, offering you unparalleled ease and efficiency. Embracing our online portal not only simplifies your life but also enhances our ability to serve you better.

**FEATURE #5 MULTIPLE PAYMENT OPTIONS:** For your ease, we offer many payment options; rental payment options include personal checks, cashier's checks, or money orders. Through your tenant portal, you can pay with ACH and with a credit card either one-time or auto-pay. Cash payments are accepted at select retailers using an Electronic Payslip. Online and PaySlip payments may be assessed a fee by the platform provider. Payment options may be restricted at the option of a landlord or Manager with a history of returned payments or if in court action.

**FEATURE # 6 LIVE AFTER-HOUR EMERGENCY MAINTENANCE ANSWERING AND DISPATCHABLE SERVICE:** Our tenants can reach a live person after hours for emergency maintenance concerns, 7 days a week, 24 hours per day, 365 days per year.

**FEATURE #7: HANDYMAN SERVICES:** Sometimes you have tasks that need to be done at the property you can't do yourself, and we can provide you access to our professional, insured maintenance team. This is perfect for when you need assistance putting in a window air conditioner, mounting a television, or assembling a piece of furniture. You can request a technician be scheduled to visit your home to assist with your tasks. Any changes to the property are subject to the Property Owner's written approval. Scheduling our technicians is at

Signature	Date	Signature	Date
Signature	Date	Signature	Date
Owner or Manager (signing on Behalf of Owner)		Date	

Owner or Manager (signing on Behalf of Owner)	Date
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Signature \_\_\_\_\_ Date \_\_\_\_\_

## Personal Liability Insurance Addendum

1. **Addendum.** This addendum adds additional terms to the lease contract between you and the owner. "You" or "Your" as used in this addendum refers to you, your family, and any other persons residing at the property.
2. **Insurance Acknowledgement.** You acknowledge that the property owner does not maintain insurance to protect you or your personal property in any way. Specifically, no insurance is provided to protect you in the event you suffer personal injury, loss or damage to your personal property. There is also no insurance provided to protect you in the event someone else at the property suffers personal for personal injury, loss or damage to their personal property, whether caused by you or a guest. You also acknowledge that you may be responsible to others, including the property owner, for the full cost of any injury, loss or damage caused by your negligent actions or the negligent actions of occupants or guests.
3. **Second Nature Personal Liability Insurance.** Liability Insurance Requirements & Program: The landlord requires the tenant to obtain liability coverage of at least \$100,000 in property damage and liability coverage from an A- -rated carrier and to maintain such coverage throughout the entire term of the Lease. Tenant is required to furnish landlord evidence of the required insurance before occupancy, at the time of each lease renewal period, and upon request. To satisfy the insurance requirement, the tenant may either (1) be automatically enrolled into the landlord or property manager's master policy that satisfies the coverage requirements or (2) obtain alternative liability coverage from an insurer of the tenant's choice that meets the requirements set by the landlord herein. The option the tenant chooses shall not affect whether the tenant's lease application is approved or the terms of the tenant's lease. The tenant's election shall be determined by the actions of the tenant as provided below:

**Option 1: Master Policy (Automatic Enrollment)** – If the tenant does not provide evidence of the required insurance coverage by the lease commencement date, the tenant has elected to be automatically enrolled into an insurance policy. Coverage will begin on the effective date of the tenant's lease and continue throughout the term of the lease. Please refer to the evidence of insurance that is supplied by the insurance carrier for additional coverage details. The monthly premium for the elected insurance policy is \$12.95 per month.

**Option 2: Tenant Policy (policy verification required)** - The tenant has elected to find, purchase, and maintain the tenant's policy that satisfies the landlord's coverage requirements. Tenants must provide evidence of the required insurance coverage by the lease commencement date. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your landlord. Please be sure that your policy meets the following criteria before submitting:

- Policy is purchased from an A- rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and personal liability
- One Focus Property Management is listed as an additional interest
- InsuranceSupport@SecondNature.com is also listed as additional interest if the carrier allows

• One Focus Property Management address is listed as PO Box 660121 Dallas, TX 75266  
It is the tenant's sole responsibility to timely pay premiums directly to the tenant's insurance provider to avoid cancellation of coverage. If the policy is canceled or lapses at any time during the term of the lease, the tenant agrees to be subsequently enrolled into the policy referenced in Option 1 above.



4. **Subrogation Allowed.** You acknowledge that subrogation is allowed by all parties and that this addendum supersedes any language to the contrary in the lease. Our commercial insurance carrier may make a claim against you for losses it pays because of your actions or failure to act, and your insurance carrier may make a claim against us for losses it pays as a result of our actions or failure to act. We have the right to hold you responsible for any loss over your insurance coverage.
5. **Default.** Unless otherwise prohibited by law, and subject to any right to cure a default under the Lease, a default under the terms of this addendum shall be deemed a material breach of the lease, and we are entitled to exercise all rights and remedies under the law and the Lease. If you fail to obtain and maintain personal liability insurance with the terms required by this addendum, you will violate your lease. In such an event, we may send a written notice to you demanding that you cure the violation by purchasing the required insurance and providing evidence of coverage to One Focus Property Management.
6. **Miscellaneous.**
- A. Except as specifically stated in this addendum, all other terms and conditions of the lease shall remain unchanged.
- B. The personal liability insurance required by the addendum is not required by law. Your obligation to provide insurance stems solely from this addendum.
- C. The personal liability insurance required by this addendum is not in place of, or in any way a component of any security deposit required by the lease.
- D. You agree that the entire agreement between you and us regarding your personal liability insurance obligations is contained within this addendum. You acknowledge that One Focus Property Management and/or the Property Owner, or any representative of the property owner, have not made any oral or other written representations to you regarding your obligations to have insurance.
- E. You must refer to your actual insurance policy or certificate for a description of the coverage you purchase. This Addendum merely requires that you purchase insurance in a certain amount from an insurance company/agent of your choice and is not an insurance contract itself.

If One Focus Property Management is no longer the management company for the property owner, the Second Nature insurance will no longer be available, and the tenant is required to secure their own personal liability insurance policy.

By signing below, you acknowledge and agree to be bound by the terms of this Addendum.

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Resident (s)

Date

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Owner

Date

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### 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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

### Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

## **Maintenance Guidelines**

One Focus Property Management is pleased to provide you with excellent maintenance services. Our top priority is maintaining the integrity of the homes we provide, and we ask you to help us with that goal by reading this information and following the guidelines.

### **Regular Work Orders**

If you have a maintenance problem, please contact the office immediately to notify us of your issue. You can call us at the office (570) 505-3347 and select the option for the maintenance department or submit a work order through the resident portal on the website, [www.OneFocusPM.com](http://www.OneFocusPM.com). If you can take and send pictures of the problem, please do that. The more information we have, the quicker and more efficiently we can act. Please be sure to include the following in any call or email:

- Your Name
- Your Address and Apartment Number
- Your Telephone Number
- A description of the problem, location, when it started, etc. Be detailed! If it is a problem with a door, which door? A problem with a sink, which sink? Is it leaking? Where is it leaking from? How much is it leaking?

When we receive the work order, you understand we will have to enter the property to fix it. If you must make an appointment, you need to talk to the office about scheduling that. We cannot guarantee that we will be able to schedule a time with you to do the work order. Our technicians and contractors are on tight schedules and the unpredictable nature of their work does not allow them to always set appointments. Please understand you will be charged a fee of \$75 if you are not present at the time of the appointment, have an unsecured animal in the property, do not leave keyless bolting devices disengaged preventing entry, or if for any other reason (that you are in control of) the service person cannot do the necessary work.

### **Lock Outs**

There may be a time you find yourself locked out of your property for some reason. If it is during normal business hours you can come to our office and sign out a spare key. This spare key must be returned by the end of the same business day, if the key is not returned by the end of the business day. Hours of operation are Monday- Thursday 8 am - 5 pm. Friday 8 am - 12 (Noon), a \$100.00 key replacement charge will be applied to your account.

If you are locked out after normal business hours, you must call a locksmith. We are not able to let you back into your property after normal business hours. We advise you to keep a number or two for local locksmiths who do emergency after-hours. After-hours locksmiths may not be available and in that case, it is a good idea to have a spare with a trusted friend or family member.

Residents may not change any locks. If a resident changes the lock, we will replace it with one of our choosing and bill the resident the cost of the replacement. We can have the lock re-keyed, or a new keyless entry code programmed for you if you feel it is necessary. Your account will be charged a \$75.00 fee.

### **Emergency Maintenance**

Only a few scenarios are emergencies requiring attention after normal office hours. We do our best to be clear in our policies, so you know what to expect and are prepared to handle the unexpected. To get service after hours, call the office number, 570-505-3347, and follow the prompts for an emergency maintenance call. When you follow these prompts, you will get an answering service that will gauge the level of the emergency and then relay the message to the person on call. You will get a return call if it is an emergency.

### **No Heat**

No heat is only an emergency in cold weather when the heater is not working due to a mechanical malfunction. If you have electric heat, please check the breakers in the breaker box. If your gas or electricity is shut off for non-payment, we are not able to help you. If you have oil or propane heat, check that you have fuel in your tank before reporting a no-heat call.

## **No Electricity**

Blown fuses are not considered after-hours emergencies. Please familiarize yourself with the fuse panel and/or breakers. You are responsible for keeping fuses on hand just as you are responsible for your light bulbs.

Electrical outage may be considered an emergency only if there is no electricity in the entire unit and:

- You have called your electric supplier, and they are not at fault
- You have checked all circuit breakers by flipping them hard to the OFF position and then hard to the on position
- You have reset all GFI breakers (these are the buttons on the outlets that are near a water source)
- All fuses have been checked and replaced if burnt out

Partial outages do not constitute an emergency. If a wall switch or outlet begins to smoke or smell like burning, turn off the switch or unplug items from the outlet and turn off the circuit breaker or remove the fuse. Report the problem to our office and it will be dealt with during normal business hours.

## **Gas Leaks or Smell of Gas**

Contact your gas utility provider from a phone that is not located in the property. Most likely your provider is UGI 800-432-8017. Sparks from phones, even mobile phones, can ignite gas. If you suspect an appliance is leaking gas, turn off the appliance and the gas supply to that appliance. There will be a shut-off valve on the supply line.

## **Flooding or Water Leaks**

Call immediately if there is a leak that is not containable. A containable leak may be a slow drip that can be contained in a bucket. A containable leak may be something that can be stopped by shutting off the water to the leaking appliance.

If the leak is not containable, call us immediately. You must do everything within your power to contain any leaking or flooding and if necessary, contact other residents affected by the leak.

Familiarize yourself with where the main water shut-offs are in the unit and where the shut-offs for each appliance are.

## **Not Emergencies**

### **No Hot Water**

This is not an emergency. We will fix these issues as soon as we can during normal business hours.

### **Clogged or Backed Up Toilet**

This may be considered an emergency only if there is only one toilet in the unit and you have made every effort, including plunging, to clear the blockage yourself. You are expected to have a plunger in the property and be able to use it to clear routine blockages in drains. In any event, turn off the water valve behind the toilet, shut the lid, and clean up any mess on the floor. Be careful to immediately clean up any overflows as the water can and will go down to floors below you that may be causing damage to floors and ceilings. If the toilet or any other drain is found to be clogged because of inappropriate use, you may be charged for the fees related to fixing it. Inappropriate use includes but is not limited to, flushing sanitary products, paper towels, toys, or other inappropriate items.

### **Air Conditioning**

This is not an emergency. We will fix these issues as soon as we can during normal business hours.

### **Parking Disputes**

This is not an emergency.

## Noise Complaints

Please contact your local police non-emergency number for noise complaints. If there is something more serious, you may wish to dial 911. If the problem is not serious enough to involve the Police and you still want to make us aware of it, please leave us a non-emergency voice message describing the problem in detail at the office.

### ***Resident or Residents (all sign here)***

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Signature	Date
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