Innovate Realty & Property Management - J.G. McSherry LLC

603 County Line Rd • Huntingdon Valley, PA 19006 (215) 745-4200

1. Property & Financial Information

1.1 LANDLORD, RESIDENT & PROPERTY INFORMATION

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE. THIS IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.

1.2 NAME(S) OF LANDLORD AND TENANT(S):

Owner Name or Landlord/Rental Agent: J.G. McSherry, LLC	<u>\</u> 0
Address: 603 County Line Road, Huntingdon Valley, PA. 19006	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Phone: 215-745-4200 website: www.jgmcsherry.com	Sal
Names of Tenant(s):	ane
< <tenants (financially="" responsible)="">></tenants>	
Other Occupants: < <other occupant(s)="">></other>	
Co-Signer(s) (not living at the Premises):< <co-signer(s)>></co-signer(s)>	Who was a second s
Emergency Contact Info:	
Name: < <emergency contact(s)="">></emergency>	<i>'</i>
1.3 LEASED PROPERTY	thy Management Sample
Property Name: < <property name="">></property>	
Property Address:< <property address="">> Unit</property>	Jnit Address>>
1.4 LEASE DATES	
This lease begins on: <<lease date="" start="">></lease> This lease ends on: <<lea< b=""></lea<>	ise End Date>>
Pro-Rated Move-In Date: < <move-in date="">></move-in>	
1.5 SECURITY DEPOSITS & LAST MONTH RENT	
Security Deposit (<i>If Applicable</i>)	< <security charges="" deposit="">></security>
Last Month Rent (If Annlicable)	< <monthly rent="">></monthly>

Last Month Rent (If Applicable)	< <monthly rent="">></monthly>
Total Deposits & Last Month Rent	TOTAL SECURITY DEPOSITS & LAST MONTH RENT

Security Deposit & Last Month Rent

1.6 ONE TIME CHARGES

Prorated Rent (If Applicable)	Prorated Periods
Pet Application Fee	Pet Application Fee
Tenant Move-In Fee	Move-In Fee \$
Total One Time Charges	TOTAL ONE TIME CHARGES

One Time Charges

1.7 RENT & MONTHLY CHARGE

Monthly Rent	< <monthly rent="">></monthly>
Resident Benefits Package	Resident Benefit Package \$
Monthly Pet Rent	Monthly Pet Rent
Utility Charges	Tenant responsible for utilities
Total Rent & Other Monthly Charges	Total RENT & MONTHLY CHARGE

Rent and Other Monthly Charges

1.8 UTILITIES INCLUDED

<<Utilities Included>>

1.9 ADDITIONAL LEASE INFORMATION (IF APPLICABLE)

TENANTS MUST SET UP ELECTRIC, GAS AS APPLICABLE

Additional Monthly Fee: Resident Package / monthly (see section 1.7 for monthly per fee if applicable) Additional Monthly Fee: Resident Package / monthly (see section 1.7 for monthly per fee if applicable) Resident reward program for paying rent on time online portal free online rent pay by syncing checking / savings account period evaluations of the rental on time rent payments reporting to credit bureau Utility concierge service for making utility connection a breeze during your move-in ONE TIME FEE: Move-In Fee (included)

Move-In Fee (includes). (see section 1.6 for monthly per fee if applicable)

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By initialing below, you acknowledge and agree to the terms in Section 1. ovate Rea

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2. Lease Terms

2.1 DUE DATES

Full Rent and additional Monthly Charges are due and must be received on or before 5PM on the 1st of each month, regardless of postmark or date on check/money order. Utility Charges and/or Maintenance Charges are due upon posting of the charge. Full Rent and additional Monthly Charges are considered late after 5:00 PM on the 1st day of the month.

2.2 LATE CHARGES

If Rent is more than 5-Days Late (Grace Period), Tenant pays a Late of 10% of the monthly rent PLUS \$10 per day until Balance is Paid. Partial payments are considered late and late charges will apply to the full outstanding balance of monthly rent and all other outstanding balances.

Any balance due to the landlord or his agent, including but not limited to: Late Fees, NSF Fees, Notice Fees, Legal Costs, Maintenance Charges, Damage Charges, Rent, Rent Premiums or Utility Charges become rent due and owing the following month and are subject to the late charges set forth in this lease.

2.3 ORDER IN WHICH PAYMENTS ARE APPLIED

Landlord applies rent received to money due from the following order:

1) Renters Insurance & Insurance Admin Fee 2) Resident ben pkg; 3) Pet Rent 4) Tenant Owed Utilities: Electric Gas & water, etc; 5) Late Fees & NSF Fees; 6) Legal and Court Cost; 7) Notices & Code Violation; 8) Maintenance & Damages Charges; Other Additional Rent & Fees; 9) Damages to Leased Property; 10) Past Due Rent; 11) Current Rent

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2.4 PAYMENT METHODS

Rent and any other amounts due under the terms of this lease, must be paid by one of the following methods. Landlord or his agent reserves the right to restrict, limit, reduce or add to these available payment methods at any time.

Available payments options are:

- ePay using your Checking Account, through the Resident portal (Convenience Fee will apply)
- ePay using your Credit/Debit Card, through the Resident portal (Convenience Fee will apply)
- Pay by Cash at any Walmart, 7-Eleven, CVS, Walgreens or Ace Check Cashing location (Convenience Fee will apply).
- Paper Payment (e.g. Personal Check, Cashier's Check or Money Orders) either mailed or delivered to McSherry PM office (\$10.00 Convenience Fee will apply).

Paper Payments must be made payable and mailed/delivered to:

J.G. McSherry, LLC at 603 County Line Road Huntingdon Valley PA 1900

Please be sure your NAME and ADDRESS is clearly written on all Paper Payments

2.5 RETURN PAYMENT (NSF) FEE

Tenant agrees to pay a fee of <u>\$75.00</u> for any payment including but not limited to, e-check, credit card, check or money order that is not honored or paid by a financial institution. If payment is returned or declined, the Grace Period does not apply, and the Late Charges will be calculated from The Due Date. Any Late Charges will continue to apply until a valid payment is received.

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2.6 NOTICE FEE

There will be a \$25 Notice Fee, per notice served to the resident(s) to enforce the terms of this lease.

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2.7 WAIVER OF NOTICE

Resident(s) specifically waive the requirement of Notice to Pay or Quit, pursuant to Section 501 of the Landlord and Resident Act of 1951, as amended, 68 P.S.250.501 or pursuant to any other notice requirement.

2.8 SECURITY DEPOSIT

Security Deposit will be held in escrow by Landlord at <u>TD Bank NA 2550 Philmont Ave, Huntingdon Valley, PA</u> <u>19006.</u> unless otherwise state here Sec Dep held at

Resident(s) have delivered to landlord or his agent a Security Deposit in the amount of **<<Security Deposit Charges>>** as Security that the resident(s) will perform their obligations under the terms of this lease. Landlord or his agents may use all, or a portion, of the Security Deposit to recover any monies due under the terms of this lease, including but not limited to: Rent, Utilities, Late Charges, Notice Fees, Evictions and Legal Fees, Maintenance Charges, as well as, damage to the premises and loss of use. Landlord or his agent may retain the security deposit if resident(s) fail to make full rental payments as required by the terms of this lease or if resident(s) vacate the premises prior to the end of the lease term or vacate the premises without giving proper notice, as required. To be eligible for a return of the security deposit within 30 days after vacating, the resident(s) must provide proof that utilities are paid and up to date, their new address, contact information and return keys to the landlord or his agent upon vacating. Failure to provide all of the above mentioned criteria, will cause delays in processing the Security Deposit.

2.9 UTILITIES

Resident(s) agree that all Utilities are the responsibility of the resident (except as specifically stated below) shall be placed in the name of the resident on or before the lease start date. This includes, but is not limited to: Electric, Phone, Internet, Caple.

Resident(s) agree to forward the account # and date of transfer to the landlord or his agent for each utility that is the resident(s) responsibility, prior to the lease start date. Failure to do so is a violation of this lease.

All utility bills shall be paid promptly upon receipt. Any past due amounts owed to any utility company or to landlord shall be considered as additional rent and are a material breach of this lease. Landlord or his agent reserve the right to commence immediate eviction proceedings should any utility bills become past due.

If Utilities are not transferred by the time the next rent payment is due, there will be an additional handling charge of <u>\$55</u> for each bill.

Utilities Included: NONE. Tenant to pay proportionate share of water.

2.10 HEATING

Resident(s) agree to maintain a minimum temperature of 60 degrees at all times during the term of this lease. Resident(s) assume all responsibility for any damage to the leased premises should this minimum temperature not be maintained. Resident(s) shall notify the landlord or his agent immediately should the heating system in the leased premises not be functioning properly.

2.11 POSSESSION

Landlord will make a good faith effort to make the leased premises available to resident on the lease start date. If any delay does occur, no rent will be due until the leased premises is made available to the resident(s). This lease agreement may be terminated by the resident(s) written request if the leased premises is not made available within 10 (ten) days after the lease start date. Termination of the lease is the resident(s) only remedy. Landlord or his agent will not be responsible for any inconvenience, losses or damages in the event of a delay in making the leased unit available to the resident(s).

If resident(s) decide to move in before unit turn is completed, (See attached Early Move-in Addendum for complete punch-list), it is understood by all parties involved, that MCSherry PM will not be held responsible for any delays due to completion of work and rent is due in full as per the Lease Agreement. It is also understood by all parties involved that tenant(s) cooperation to allow full access to complete the necessary work is mandatory.

2.12 CONDITION OF THE LEASED PREMISES & REPAIRS

Resident(s) have examined the leased premises and are satisfied with its present physical condition. Resident(s) agree to maintain the leased premises during the term of the leased and returned the leased premises, in its original condition to the landlord or his agent upon termination of this lease, except for ordinary wear and tear.

If the leased premises are damaged or repairs are required, resident(s) shall promptly notify the landlord or his agent in writing. Landlord agrees to perform needed repairs with reasonable promptness after receiving written notice from resident(s) and to pay for repairs due to normal wear and tear. Resident(s) agree to pay, as additional rent, for the cost of repairs or damage caused by resident(s), permitted occupants or their guest(s).

No repairs to the leased premises may be made by anyone except for the landlord's employees, agents or contractors. Landlord is not responsible for any inconveniences or losses due to maintenance, repairs or interruption of utility services, including any other reasons not within the control of the landlord. Resident(s) agree and acknowledge that rent may not be withheld due to maintenance or repairs.

Tenant agrees to give Landlord a signed move-in inspection sheet when signing this lease. When this lease ends Tenant is responsible for

all items needing repair not listed on the inspection sheet, OR

Tenant may decide to keep the inspection sheet beyond the date of lease signing for further inspection. It is Tenant's responsibility to return a signed copy by certified mail within five (5) days to the Landlord.

If the inspection sheet is not returned within the five (5) days, Tenant agrees the leased property is in satisfactory condition, and no repairs are required or necessary.

2.13 CONDEMNATION

In the event the leased unit, or any part of it, is condemned or voluntarily transferred instead of condemnation proceedings, the lease will automatically terminate as to the condemned portion. In the event of termination of any part of the leased premises due to condemnation, rent payable under this lease will be adjusted proportionally. In the event the leased unit becomes uninhabitable due to the condemnation, this lease will terminate entirely once resident(s) pay all amounts owed under the lease agreement up thru the date the leased premises became uninhabitable. Resident will not have any right to any award paid to the landlord by the condemning authority.

2.14 USE AND OCCUPANCY

Resident(s) will personally use and continuously occupy the leased premises as a private dwelling. The following persons may reside in the leased premises:<<Tenants (Financially Responsible)>> <<Other Occupant(s)>>

It is a breach of this lease to have any person(s) residing in the leased unit who are not named above. The leased unit may not be used to conduct any form of business or commercial use. Resident(s) agree not vacate the leased premises without first paying to landlord all rent for the balance of the term of this lease. Resident(s) agree to notify landlord or his agent in resident(s) intend to be away from the premises for period of more than 10 (ten) days. Resident(s) shall comply with all relevant statues, laws, ordinances and regulations. Resident(s) will not keep anything in the leased premise or conduct any activity, which is dangerous or might increase the danger to the leased premises, to other occupants or to neighboring buildings.

2.15 GUESTS AND PERSONAL CONDUCT

Resident(S) acknowledge that guests are not permitted to stay more than three (3) Weeks at the time.

Resident(s) acknowledge that they are responsible for the actions of their guests and assume all liability for any damages or breaches of this agreement caused by resident(s) guest(s).

Residents, the children and their guests, regardless of age, are not permitted to act or allow another to act in any manner that interferes with the rights, comforts, convenience or quiet enjoyment of any other resident or neighbor. This includes, but is not limited to: Playing of stereos, television, video games, radios, shouting, bonking horns, or using foul or offensive language that can be heard outside the persons unit or vehicle. All disturbance calls shall be directed to the local Police Department. Complaints about resident lease violations should be submitted to management, in writing

2.16 SUBLETTING

Resident(s) may not sublease, transfer or assign this lease. Resident(s) may not permit the leased premises to be occupied by any person not specifically named in this lease. Any new Tenant must qualify Landlord approval process before being accepted as a new Tenant

2.17 SEVERABILIT

All resident(s) who are named on and signed this lease agreement are both jointly and severally liable under the terms of this lease.

2.18 APPLICATION

Landlord and his agents reserve the right to terminate this lease if any of the information provided by resident(s) in their application in inaccurate.

2.19 EARLY TERMINATION

In the event the resident(s) intend to terminate the lease prior to the stated end date of this lease or any of its renewals, the resident(s) must notify in writing the Landlord or his Agent, no less than **sixty (60) days** in advance.

- As a result, Resident(s) will be charged a lease break fee in the amount of the leasing fee, which equals one (1) month rent.
- The security deposit is automatically forfeited.

• Resident(s) are still responsible for full payment of rent through to the lease end date, stated in section 1.2, until a new tenant takes possession of the premises, whichever occurs first.

- The new tenant must be approved and meet all qualifications requirements set by the landlord or his agent.
- In addition, the resident(s) must make the premises move-in ready prior to their move-out.

Please be advised, we will be advertising your unit for re-rental and active showings will be conducted Monday through Sunday 9:00am to 7:00pm, as soon as the notice is received.

As a courtesy, you will be notified 24 hours prior to showings. Notice to resident(s) to enter the premises may be delivered via phone, voicemail, text message, email or posted notice. It is assumed by landlord and his agents that all occupants have been notified, once any occupant has been notified. We reserve the right to enter the premises. Your presence is not required, however, if you have a pet, you must make appropriate arrangements so that they are safely contained and no one under the age of 18 may be in the premises without adult supervision during a showing.

Resident(s) is also responsible to keep the premises in a clean, neat and orderly presentable condition.

2.20 LEASE TERMINATION

Should resident(s) choose not to renew this lease at the end of the lease term, resident(s) must provide written notice to landlord or his agent of the non-renewal no less than 60 (sixty) days prior to the end of the lease term. Such notice should include the names of all resident(s), the property address, the date resident(s) will vacate the property and the forwarding address of the resident(s). Should landlord or his agent choose not to renew this lease at the end of it's term, landlord or his agents shall provide written notice of such non-renewal to resident(s) no less than 60 (sixty) days before the end of this lease.

Please be advised, we will be advertising your unit for re-rental and active showings will be conducted Monday through Sunday 9:00am to 7:00pm. As a courtesy, you will be notified 24 hours prior to showings. Notice to resident(s) to enter the premises may be delivered via phone, voicemail, text message, email or posted notice. It is assumed by landlord and his agents that all occupants have been notified, once any occupant has been notified. We reserve the right to enter the premises. Your presence is not required, however, if you have a pet, you must make appropriate arrangements so that they are safely contained and no one under the age of 18 may be in the premises without adult supervision during a showing.

Resident(s) is also responsible to keep the premises in a clean, neat and orderly presentable condition.

2.21 LEASE RENEWAL

Should resident(s) intend to renew this lease for another term, written notice of such intent shall be delivered to landlord or his agent no less than 90 (ninety) days prior to the end date of this lease. If landlord or his agent cannot agree on price and terms in writing 60 (sixty) days prior to the end date of this lease, then resident(s) must submit their notice of non-renewal to landlord or his agent.

At time of Lease Renewal, landlord and his agents reserve the right to change, remove, add or alter the terms and conditions of this lease by providing written notice to resident(s) of no less than 60 days from when the changes are to take effect.

If notice of non-renewal is not received by landlord or his agent, prior to 60 (sixty) days before the end date of this lease, then this lease shall automatically renew for a 1 (one year term with a rent increase of up to \$100 (one hundred) dollars per month.

Resident will be charged an admin fee of \$25 - \$50 for the renewal. If rent is \$999 or under the fee is \$25, if over \$1,000 the fee is \$50. This is for the time to negotiate new terms, drafting renewal, gathering signatures, etc

2.22 HOLDOVER TENANTS

If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will be causing the Landlord damages. These damages will be equal to 3 times the monthly Rent plus any lodging expenses of the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

2.23 DEATH DURING LEASE

In the event a resident, or any other party who signed this lease, dies during the terms of the lease, the following rights and rules shall apply:

- If the resident lived alone and no other party signed the lease, the lease will be automatically terminated at the end of the current month in which the death took place.
- In the event there is no resident representative, all of the resident's personal property will be removed and disposed of 30 days after the death occurred
- If there is a resident representative they will have thirty (30) days to remove all of the resident's personal property from the

premises.

• If more than one person signed this lease, the lease will remain in effect until the end of the terms, as if the death never occurred.

2.24 INSURANCE & RESIDENTS PERSONAL PROPERTY

Resident(s) must obtain insurance to protect his or her personal property with liability coverage of minimum \$300,000. It will be considered a breach of this lease to fail to obtain personal property insurance and to provide evidence of insurance to the landlord or his agent on or before move-in. Any personal property left in the leased unit after resident(s) have vacated or has been evicted will be considered abandoned, and landlord or his agents may dispose of it in any manner they see fit without notice to the resident(s). Landlords cost of disposal shall be payable by the resident(s) as additional rent.

- 1. Residents acknowledge that the landlord and his agents are not responsible for any damages to residents personal property for any reason whatsoever. Residents acknowledge that it is their responsibility to obtain and maintain insurance coverage to protect residents personal property.
- 2. Residents hereby relieves and releases landlord and his agents from all liability by reason of any injury and/or damage to any person and/or personal property located in, on or around the premises or property, whether belonging to resident or any other person, which may be caused by fire, breakage, leakage in any portion of the building of which the demised premises is a part or from any other place, and rom any and all other causes.
- 3. Residents agree that they shall assume all responsibility for insuring such personal property and the landlord and his agents shall have no obligation or duty to provide such insurance coverage on the part of the residents.

Resident(s) acknowledge receiving a copy of this agreement, which shall form a part of lease agreement between resident and landlord.

Intending to be legally bound, the parties have executed the within agreement. Resident will provide landlord with proof of insurance prior to moving in.

2.25 CASUALTY

There will be no abatement of rent in the event of fire or other casualty. If in the landlord or his agents determination that the leased premises is uninhabitable due to damage by fire or other casualty not caused by resident(s), permitted occupants or their guest(s), the lease will terminate once resident(s) pay all charges due under the terms of this lease thru the date the premises was determined to have become uninhabitable. Landlord and his agent are not responsible for any losses, damages or inconveniences sustained by resident(s) due to fire or other casualty.

- 1. If a fire or other mishap damages the leased property, Terant may continue to occupy the premises if local codes and laws allow occupancy.
- 2. If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Landlord will collect rent due by Tenant, and then return security deposit plus rent paid in advance for the period after the fire or mishap. Once the lease has ended, Landlord is not responsible for finding replacement housing for Tenant.
- 3. Tenant agrees to allow Landlord or Landlord's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.
- 4. Any fire or other mishap caused by Tenant or Tenant's guests is Tenant's full responsibility. This includes the payment of rent and all other terms and conditions of this lease and the cost of repair of any and all damages caused by such fire or other mishap.
- 5. Tenant is responsible for damage caused by windows being left open. Any windows or screens broken or doors damaged by anyone are Tenant's responsibility.
- 6. Tenant agrees not to hold Landlord responsible for damage to Tenant's property or injuries to Tenant or guest caused by water, snow, or ice that comes on the property or leased premises.

2.26 LANDLORD REMEDIES

If at any time, resident(s) fail to make any rent or additional rent payment, as described in this agreement or fails to comply with any other provision of this lease, landlord or his agent may take any or all of the following actions listed below. Landlord may exercise any or all of these remedies, which shall not prevent landlord or his agent from exercising that remedy or any other remedies at the same time or any other time:

1. Landlord or his agent may declare all rents and/or additional rents for the balance of the terms of this lease to be immediately due and payable by residents and landlord may sue in court to collect this rent or additional rent.

- 2. Landlord or his agent may terminate this lease
- 3. Landlord or his agent may evict resident(s)

4. Landlord or his agent may sue residents to collect any sums owed by resident under this lease, including but not limited to legal fees and costs to enforce the terms of this lease. **Resident hereby agrees to pay for all legal and administrative fees and costs**.

5. To the extent allowed by the law, landlord or his agent may discontinue utilities services to the leased premises.

- 6. Landlord or his agent may exercise any one or more these remedies available to him under law or in equity.
- 7. Landlord or his agent may file suit against resident(s) to enforce the terms of this lease without prior notice to the resident.

8. Landlord or his agents cost of enforcing this lease and collecting any amounts due hereunder including, legal fees and administrative fees, whether or not the suit is initiated, shall be payable by resident(s) as additional rent.

Both parties agree that in the event any legal action must be taken by the landlord or his agent to obtain monies owed, possession of the premises or both, this agreement automatically terminates as to all of the resident(s) leasehold interests in the property upon 30 (thirty) days of the filing of the legal action, and tenant will vacate and surrender possession of the premises upon expiration of that 30 (thirty) day period unless otherwise agreed to in writing by both parties. All communication by and between the parties regarding such legal action and termination of leasehold interests must be in writing.

2.27 LEGAL FEES, ADMINISTRATIVE FEES & VIOLATION FINES

In the event of landlord tenant or other court action, in which judgment is found in favor for the landlord or his agent, resident(s) shall be obligated to pay a fee of \$500 (five hundred) dollars in administrative charges to reimburse the landlord for fees incurred as a result of the action. In the event of attorney involvement, resident(s) shall obligated to pay for all attorney's fees and legal fees incurred by landlord or his agent, in lieu of the \$500 dollar fee stated above. In addition, resident(s) shall be obligated to pay for all court costs and filing fees associated with the court action. The fee(s) charged under this section shall not exceed the actual cost to the landlord or his agent and are to be considered as additional rent. In the event of other litigation, court appearances or meetings with borough, township or city officials for any event, action or citation caused and/or necessitated by the actions or non-action of the resident(s), resident(s) shall be obligated to pay for all attorney's fees and legal fees incurred by landlord or his agent, and for any for all attorney's fees and legal fees incurred by landlord or his agent.

2.28 NO WAIVER BY LANDLORD

If at any time landlord or his agent does not exercise any of their legal rights under the lease, landlord or his agent do not forfeit those rights to exercise them at a later date. Acceptance of past due rent is not a waiver or the landlord or his agents right to enforce this lease.

2.29 LANDLORD'S RIGHT TO MORTGAGE THE PROPERTY

If Landlord has a mortgage or or obtains a mortgage on the property, the mortgage company rights are stronger than the tenant's rights against the Landlord. Resident(s) consent to all such financing and orthorize landlord or his agents to sign any paperwork on behalf of resident(s) which are necessary to confirm the terms of this paragraph.

If Landlord fails to make monthly mortgage payments, the mortgage company has the right to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Landlord.

2.30 SALE OF PROPERTY

- 1. If Landlord sells the Property, Landlord will transfer all security deposits and any interest due to the new Landlord. Landlord agrees to notify Tenant of the sale and to provide the name, address, and phone number of the new Landlord and where rent is to be paid.
- 2. The new Landlord is responsible to Tenant for the return of the security deposit and any interest due after the sale of the property.
- 3. Tenant understands that Landford will not have any more responsibilities under this lease after the property is sold to the new owner.

2.31 SEPARABILITY

If one or more of the provisions of the this lease is determined to be invalid, the remainder of this lease shall remain in full force and effect.

2.32 LANDLORD NOT RESPONSIBLE FOR TENANT'S/GUESTS' PROPERTY/INJURY

Landlord or his agents shall not be responsible for any injury, property damage or loss sustained by the resident(s) or any other person on or in connection with the leased premises. Resident(s) agree to release landlord and his agents of responsibility for any damages, loss or injury caused by any other person occupying the premises, or landlord, his agents and their employees or contractors, which result from any of their acts or failure to act. Resident(s) hereby expressly waive all claims against landlord and/or his agents for damage, loss or injury.

2.33 SMOKE FREE PROPERTY

This is a smoke free property. Resident(s) and their guests are not permitted to smoke anywhere on the property, at any time. Failure to comply will be considered a breach of this lease and may result in immediate eviction, as well as, any costs associated with smoke

remediation to the leased premises.

2.34 PETS

Landlord must approve of all pets, in writing, before such pets are acquired by residents. Animals, fish, fowl, and reptiles of any kind are not permitted to be on the property without specific written consent of the landlord or his agent. Guests may not bring any animals onto the premises. Residents are not permitted to "sit", "watch" or temporarily house another person's pet.

If Landlord discovers Tenant has an animal on the leased property, without Landlord's permission, Landlord can:

- End the lease by giving **thirty (30)-days notice** to vacate; and/or
- Offer Tenant a new lease addendum with increases in fees beginning immediately;or

While landlord is not required to consent to any pet, should landlord consent to allow you to keep a pet on the premises the following regulations will apply.

- Upon the landlord or his agents approval to keep a pet at the premises resident(s) shall pay landlord or his agent, as additional rent, a monthly pet rent and any additional charges as set forth in this lease.
- All pets must be on a leash when not inside the premises and residents must cleanup and dispose of any pet waste immediately.
- If the keeping of any pet shall unreasonably disturb other tenants, create a nuisance or becomes unacceptable to the landlord, landlord may give the resident(s) ten (10) days written notice of revocation of the landlord consent. In which event resident(s) shall remove such pet(s) from the premises within the ten (10) day period. Residents shall be considered in default of this lease and landlord shall have the right to terminate this lease or exercise any other remedy provided in this lease, if residents should keep the pet on the premises without landlord's written consent or after the revocation of such consent.
- Tenant agrees to pay Landlord for damages that the animal caused

2.35 CHANGES TO THE LEASED PROPERTY

Tenant agrees not to change or redecorate the leased property without Landord's written permission. Including but not limited to are not permitted:

- Painting of walls a color other than the existing wall color when this lease is signed;
- Installing any wall covering material;
- Installation of ceiling tiles, carpet or any other object which requires the drilling of holes in the walls, floors, doors, or ceilings or the use of adhesive.
- Changing locks or put additional locks on doors
- Changing appliances or light fixtures

Landlord-approved changes that the Tenant makes to the leased property become the property of the Landlord and may not be removed, unless Landlord and Tenant agreed otherwise in writing.

At the termination of this lease agreement Tenant agrees to return the leased property to the Landlord in the same condition it existed as of the commencement date of the lease agreement, reasonable wear and tear excepted.

2.36 CARE AND USE OF THE LEASED PROPERTY

Primary Residence: Tenant agrees to use the leased property as a private residence only for tenant and authorized occupants and will not conduct any business or commercial enterprise in the leased property.

- Use of Leased Property: Tenant agrees not to use the leased property for any unlawful or hazardous purposes. Tenant needs written permission from Landlord before using the leased property for any business or profession.
- **Obey all laws:** Tenant agrees to obey government housing regulations, local and state laws, and condominium and home owner association rules as they apply to Tenants.
- Keep safe and clean: Tenant agrees to keep the leased property and all common areas safe against fire and water damage.
- Tenant agrees to remove trash, garbage, and other waste in a safe manner.
- Heating sources: Tenant agrees not to use any other heating source than the one provided in the leased property. Tenant will keep temperature at 60 degrees or above at all times.
- Basement are not to be used as a Bedroom or to be converted to sleeping quarters. Any object stored in basement should be placed at least two inches above floor to prevent possible water damage. Landlord is not responsible for water damage, cause from any source, to personal property stored in basement or any crawl space.
- Landlord is not responsible for any food spoilage costs if the refrigerator fails or if there is an electrical power interruption
- It is tenant's responsibility to be present to admit service, maintenance, or delivery persons.

2.37 STORAGE AND PARKING

Landlord and his agent shall not be liable for any damage to stored goods, personal property or vehicles from acts of nature or acts of any person other than landlord. Landlord or his agent shall be entitled to discontinue providing storage or parking area at any time, in which events residents shall remove any goods, personal property or vehicles, as directed by the landlord or his agent. Residents failure to remove such goods, personal property or vehicles to a public warehouse at the resident(s) risk and expense. Landlord and his agent shall not be responsible for any losses, damages or injuries to goods, personal property, vehicles or persons. Parking areas may only be used to park operating automobiles and other non-commercial vehicles that landlord or his agent approve of in writing, which are current in registration and inspection. All other vehicles will be towed at the vehicle owners risk and expense. Washing or repairing of vehicles is prohibited. If any vehicle is parked in an area that is designated as not for parking, landlord or his agent shall have the right to cause that vehicle to be towed from the premises and stored at any public or private garage. All costs and risk associated with the towing, storage, removal or retrieval of said vehicle will be at the resident(s) risk and expense.

2.38 OUTSIDE AND YARD MAINTENANCE:

Tenant understands, at all times, Tenant is responsible for keeping all outside areas free of debris, animal feces, and/or unsightly items.

Tenant is responsible for maintaining watering of outside property at all times, unless an area of watering falls under a Homeowners Association or Landlord/Agent responsibility. If the property contains a sprinkler or irrigation watering system, Tenant is responsible for reporting any malfunctions of this system to the Landlord/Agent.

Tenant is responsible for maintenance of all landscape, unless it is under the responsibility of a Homeowners Association or Landlord/ Agent. **This includes mowing, weeding, trimming, watering of landscape**, setting of any automatic timers of sprinklers, and blow out in the Fall (Tenant will receive a bill in the fall for sprinkler blow out if applicable). Tenant agrees to keep sidewalks and driveways free of ice, snow, debris, and in safe condition in accordance with city ordinances. If Tenant does not maintain landscape as required, and disregards notice to correct landscape by Landlord/Agent, then Landlord/Agent reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance.

Responsible for Lawn Care: Responsible for LawnCare

Responsible for Snow & Ice RemovalResponsible for Snow & Ice Removal

2.39 LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

Landlord or his agent may enter the leased premises after first notifying the resident(s). In the event of an emergency, landlord or his agent may enter the leased premises without giving advance notice.

Resident(s) hereby agree that the landlord or his agents have the right to access the property with 24 hour prior notice. Notice to resident(s) to enter the premises may be delivered via phone, voicemail, text message, email or posted notice. It is assumed by landlord and his agents that all occupants have been notified, once any occupant has been notified.

If you have a pet, you must make appropriate arrangements so that they are safely contained and no one under the age of 18 may be in the premises without adult supervision during this time.

2.40 DOORS, KEYS, LOCKS

Any resident or their guest two open a locked building entrance door, either in person or thru on intercom system who is not expressly coming to their unit is in breach of residents security and is subject to lease termination and prosecution if the intruder damages any property or causes any harm to another person in the building. Any resident who or their guest who, admits a visitor into the building who is going to another residence, is in violation of this lease and in breach of security. Residents and their guests are not permitted to open the entrance doors for any person whose intent is to distribute, solicit or preach (e.g. going door-to-door).

Resident(s) are not permitted to change, add or replace locks. If such event occurs it will be considered breach of contract which can result in legal action.

During an emergency, if it has been found that resident(s) has changed or tampered with the locks, resident(s) will be charged for any damages incurred due to force of entry into the property. This can include but is not limited to the replacement of locks, doors, door frames and windows.

All property keys must be returned to the landlord or his agent upon vacating the premises. Rent will continue to be due and payable until keys are returned to the landlord or his agent. A key charge of \$100 per lock will be imposed for any missing or unreturned keys.

Resident(s) may not remove, tamper with or disable any lockbox device on the property, at any time.

2.41 LOCKOUT POLICY

If you are locked out of your unit *you must contact management at* **215-745-4200** *Option* **1**.

Residents are responsible for maintaining access to their units. Lost keys and lockouts require additional support and security measures, which may result in fees. This policy applies to all residents and is in place to minimize disruption and maintain security.

If Tenant decides to use a locksmith, Tenant must pay locksmith and provide Landlord with a new key immediately.

Resident(s) are not permitted to change, add or replace locks without Landlord permission. If such event occurs it will be considered breach of contract which can result in legal action.

2.42 EMERGENCY MAINTENANCE

In case of Loss of Life or Property - CALL 911 FIRST then call management at (215) 745-4200.

24 Hour Service for *emergencies only* is available by contacting the management office at (215) 709-9422. Emergency requests should not be emailed or made electronically. Be sure to provide your Name, Address, Unit #, Telephone # and Nature of the Emergency when calling. Only problems with flooding, Lack of Heat, Smell of Gas, No Electric Power, Toilet Stoppages (*This does not apply if you have more than 1 toilet*) and possible Fire Hazards are considered to constitute an emergency. If maintenance responds to your call and a true emergency does not exist, residents will held responsible for payment of the service call and fees.

Note: Lack of Air Conditioning *IS NOT* an emergency.

2.43 MAINTENANCE WORK, FEES AND ACCESS

It is the responsibility of the residents to notify management of maintenance problems and dangerous or defective conditions as soon as they occur. If a problem becomes worse due to the residents failure to notify management of the problem, resident is responsible for all injury or mishap caused by the dangerous or defective conditions and for any and all damages to leased property or appliance therein. Residents may be billed for the additional repairs needed, including added labor costs.

Non-emergency maintenance requests should be submitted via the residents portal or calling .(215) 709-9422 and informing attendant that it is not an emergancy

Resident(s) are responsible for the first \$100.00 of the maintenance request(s) after the first thirty (30) days of moving in. Structural work, stove/oven, heater and water heater are the responsibility of the landlord, and no charge should apply to the tenant.

Resident(s) are responsible for the full cost of all repairs, including McSherry PM Service Fees, that do not fall under the responsibility of the owner, after the first 30 (thirty) cays of occupancy.

Residents will be billed the full cost of repairs, including McSherry PM Service Fees, if the problem is found to have been caused by the negligence of the resident(s) or their guests.

Resident(s) acknowledge that by requesting maintenance, they are granting their explicit permission to enter the premises to perform the maintenance requested.

Maintenance request repairs are performed between the hours of 8:00 AM and 5:00 PM, Monday through Friday. It is not possible to schedule a specific appointment time to perform maintenance.

In Emergencies, Landlord may enter the property without notice. If a resident is not present, Landlord will notify resident(s) who was there and why, within 24 hours of the visit.

If services are requested for the below mentioned items, a service charge will be billed to the tenants account based on the actual cost of the service, including McSherry PM Service Fees:

- Light bulb replacement
- Smoke/CO detector battery replacement
- Thermostat battery replacement
- Carpet Cleaning

• Pest Control Services which may include but is not limited to, rodents, roaches, ants, bees, bedbugs, stink bugs, box elders, cicadas etc.

- Closet door track or hinge repairs and refitting.
- Shower door repairs and refitting.

- Blinds repairs and replacement
- Clogged toilet issues due to tenant's improper use or disposal of products not meant to be discarded via toilet
- Kitchen Cabinet door repair or replacement
- Window screen, repair or replacement
- Garbage disposal repairs, if provided.
- All appliance repairs, excluding built in microwave, range and built in dishwasher unless it is determined that damage was caused by misuse or negligence.

24-hour notice to resident(s) to enter the premises may be delivered via phone, voicemail, text message, email or posted notice. It is assumed by landlord and his agents that all occupants have been notified, once any occupant has been notified.

If you have a pet, you must make appropriate arrangements so that they are safely contained and no one under the age of 18 may be in the premises without adult supervision.

FEE FOR NO ACCESS TO COMPLETE REPAIRS

In the event a service provider is not able to access the property to perform repairs or inspections due to denied access, your pet not being properly detained or unattended child, (under 18), you will be billed a \$100.00 Service Charge. No Exceptions. This fee is also included if you demand to be home for the inspection or repairs as there is typically not a reason for you to delay and visits.

2.44 PEST CONTROL

Landlord is responsible to eliminate any infestation of insects, vermin or other peets which may exist when resident(s) first takes possession of the premises or which are required by law. Resident(s) must report any pre-existing infestations to landlord or his agent, in writing, within the first five (5) days of taking possession.

Resident(s) are responsible for providing all other exterminating services required to eliminate any infestations of insects, vermin or other pests which occur in the leased premises during this lease.

If landlord is required to exterminate any infestation that is not pre-existing or is caused by resident(s) poor housekeeping, poor hygiene, failure to remove refuse, food sources or nesting materials from the property, then resident(s) will be charged for the cost of extermination, as additional rent.

Resident(s) agree to fully comply with all extermination protocols and instructions established by the landlord or his agent. Failure to comply will be considered a breach of this lease and the landlord may use any remedies against resident(s), as allowed by the terms of this lease or by law, including holding resident(s) responsible for the cost of any additional or repeated exterminating service needed because of residents failure to comply.

2.45 APPLIANCES

All personal property belonging to the landlord or his agents, including but not limited to: refrigerator, dishwasher, microwave, washer, dryer or air conditioners are not required by law, but may be offered as a courtesy to the residents and are not warranted or guaranteed in any way by the landlord or his agents. In the event such personal property of the landlord or his agents needs repair or replacement, resident understands that it is their responsibility to repair or replace the unit unless appliance is included below. Residents must obtain prior written consent of the landlord or his agents before removing any appliances from the premises.

Appliances Included: <<Appliances Included>>

Appliances Not Included: Appliances Not Included

2.46 WINDOW COVERINGS

To assure a uniform exterior throughout the buildings, all window covering must be approved by management. Windows covering must be in good repair at all times. Under no circumstances may windows be covered by any substances not designed to be a window covering (e.g. bed linens, towels, reflective film, aluminum foil, flags, paper products, etc.) No signs, signals, illumination, advertisement, notice or any other lettering or item may be displayed on windows, doors or any other part of the property, with the exception of intrusion alarm stickers.

2.47 RESIDENT BENEFIT PACKAGE

Tenant and Landlord mutually agree that the Resident Benefits Package is defined as follows and variations of inclusions may exist due to property specifications and changes in benefits offered. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given in any element(s) of the package is unavailable due to property-specific limitation.

Online Rent Payments Processing Fee Waived - Pay your rent online and we will waive the merchant fee when you pay with e-check (does not include credit/debit payments)!

Pay Rent with Cash - If you do not have a bank account you can pay your rent with cash at any local 7-Eleven, Walmart, Walgreens, or CVS Pharmacy!

Flexible Rent - Flexible Rent enables residents to spread out their monthly rent payment over installments

Credit Building: Landlord shall provide credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.

Online Portal Access: Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

Late Fee Forgiveness discount - We allow our residents a one-time late fee discount of \$50 if the payment is made within 7 days of the late fee date and your account is fully paid up.

One-time Non-sufficient Funds (NSF) discount – We allow our residents a one-time \$35 discount of a non-sufficient fund fee if the replacement payment is made within 7 days of the original and your account is fully paid up.

24 Hour Repair Hotline - You will talk to a live trained technician for after-hours emergencies who will provide intractiate help. You can also submit non-emergency requests in your portal at any time.

Security Deposit Alternative A Flexible Deposit Alternative to traditional security deposits.

Security Deposit Protection - If your property is foreclosed on for any reason, we guarantee the protection of your security deposit.

Lockbox Move In and Move Out - If you are unable to pick up your keys during business hours for your move in or drop off keys during move out, we can provide you with the keys via a lockbox at any time that is convenient for you.

Self Completed Move In and Move out Inspections - Documenting your rental is the most important action you can take to protect your security deposit and prevent disagreements with your property manager. Complete inspections at your convenience without having to coordinate with your property manager.

Digital Document Signing: No need to come into the office to sign documents or update info.

Home Buying Assistance: Landlord is a Licensed Real Estate Agent and or Broker and offers buyer representation services and referrals to Tenants enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.

24-Hour Maintenance Coordination Service: Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

By initialing below, you acknowledge and agree to the terms in Section 2.

Initial Here

3. Rules and Regulations

3.1 DRUG FREE HOUSING

In consideration of the execution or renewal of this lease agreement, landlord and his agents and resident(s) agree as follows:

1. Resident, any member of residents household or their guests shall not engage in criminal activity, including drug related criminal activity, on or near the property. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

2. Resident, any member of residents household or their guests shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity on or near the property.

3. Resident, any member of residents household or their guests shall not permit the dwelling unit to be used for, or facilitate, criminal activity, including drug related criminal activity regardless of whether the individual engaging in such activity is a member of the residents household or a guest.

4. Resident or any member of residents household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the property.

5. Resident, any member of residents household and their guests or other person under residents control shall not engage in acts of violence or threats of violence, including but not limited to: Discharge of firearms on or near the property.

Violation of the above provisions shall be a material violation of the lease and good cause for termination of the tenancy. A single violation of any of the provision of this addendum shall be deemed a serious violation and a material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease and eviction from the property. Unless otherwise provided by law, proof of violation shall not require a criminal conviction but shall be by a preponderance of the evidence.

3.2 NO NOISE

Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors.

3.3 FLOORS: HARDWOOD & AND VINYLPLANKING

80% of hardwood flooring must be covered by an area rug.

3.4 SATELLITE DISHES

Resident understands that any installation of a satellite dish requires Landlord approval prior to installation and that installation must be done by a professional, subject to FCC regulations.

Samp

3.5 PHONE & CABLE

- 1. Tenant may install additional phone lines and jacks; at his/her expense after written permission is granted from Landlord. If additional phones and jacks are installed, Tenant is responsible for all internal phone wiring and agrees to carry the 'Wire Maintenance Plan' offered by the phone company.
- 2. Tenant is responsible for all damage done to the building by cable company running cable lines. No cable company or other provider are allowed to install satellite dish or antennas or allowed to walk on the roof. Tenant is responsible for all internal cable.

3.6 LIQUID FILLED FURNITURE, POOLS ASH TANKS AND OUTSIDE EQUIPMENT

Waterbeds are prohibited. Water tanks over 10 (ten) sallons are prohibited. All Swimming pools are prohibited.

Not Permitted on the premises Tenant agrees not to have any waterbeds or other liquid filled furniture, Water tanks over 10 (ten Gallons) on the premises without written permission of Landlord/Agent. Tenant also agrees not to have any swimming pools, swing sets, trampolines, gym equipment or fire-pits on the premises.

3.7 TRASH DISPOSAL

Residents will dispose of trash, garbage and other waste material as required by the landlord or his agent and by law. All trash must be placed in bags and inside trash receptacles. Trash may not be piled alongside the property, left in the parking area, left on the ground near the dumpsters, left on fire escapes or placed in common areas. Any object or personal property left in the common areas will be considered refuse and is subject to removal and disposal, in which case the residents will be obligated to pay for such service.

3.8 PLUMBING & DRAIN STOPPAGES

DO NOT FLUSH IN TOILET OR DRAINS

- Any wipes, including those labeled "flushable"
- Paper Towels
- Tissues
- Sanitary Napkins, Tampons

- Plastic wrappers
- Condoms
- Cigarettes
- Q-Tips
- Baby Wipes
- cleaning wipes
- Grease

Tenant agrees not to allow grease or corrosive liquids go down any drains.

Tenant will keep plunger handy to perform normal clearing of minor toilet clogs due to tenant's waste.

Violation of Agreement Violation of any of the provisions in your Plumbing Stoppage clause shall constitute a material default of the terms of Lease Agreement and subject to the remedies and/or penalties concerning lease violations stated in the Lease Agreement. Tenant is responsible for the payment of all; charges resulting from a plumbing stoppage violation

If the plumber cannot determine what drain line is responsible every tenants will be charged a portion of the invoice

3.9 PHONE NUMBERS AND EMAIL

Tenant agrees to provide Landlord with current home and work phone numbers and a current of any change in these numbers or addresses e-mail address and will inform Landlord Nanade

3.10 CHANGES IN EMPLOYMENT

Tenant agrees to notify the management office of any employment changes

3.11 VEHICLES

- 1. Tenant agrees to park cars, trucks, or motorcycles in the parking area as specified in property rules. Tenant agrees to have current registration, license plates, and inspection stickers on all vehicles. Tenant will receive a written notice from Landlord for any vehicles not meeting these requirements. If Tenant does not comply with these requirements within five (5) days, Tenant agrees to pay towing and other expenses to remove the vehicles.
- Tenant agrees not to park or store a motor bone, camper, trailer, boat, boat trailer, or other recreational vehicle without the written 2. permission of Landlord
- Wehicle is not permitted anywhere on the property. 3. Repainting, repairing, or servicing

3.12 VIOLATIONS

and regulations is a lease violation, for which your tenancy may be terminated. Any violation of the rule

RULES AND REGULATIONS 3.13 CHANGES TO

Management reserves the right at any time to prescribe such additional rules and regulations and to

make changes to the rules set forth and referred for the safety, care, and cleanliness of the premises

for the preservation of good order or for the comfort and benefit of residents generally

By initialing below, you acknowledge and agree to the terms in Section 3.

Initial Here

4. Sign and Accept

4.1 INSPECTION BY TENANT

Tenant hereby agrees that tenant has thoroughly inspected the premises and has personally determined that they are appropriate for Tenant's needs

If leased property is ready for move-in and Tenant cancels moving in, Landlord may keep all money paid by Tenant in advance.

4.2 AGENCY

Tenant acknowledges and agrees that J.G.McSherry, LLC., its directors, agents and representatives are acting solely as an agent for the Landlord and, that they have no responsibility or liability to Tenant for any breach of this agreement by Landlord and Tenant hereby releases and relieves Agent from any claims, suits or causes of action that Tenant may have against Landlord's agent arising under this lease agreement.

4.3 ENTIRE AGREEMENT

Both parties represent that this lease and any addendums thereto, are the entire agreement and no verbal promises or assurances have been given by either party that are not specifically stated on this lease or any addendum thereto.

4.4 ATTORNEY REVIEW

TENANT AGREES LANDLORD GAVE TENANT ADEQUATE TIME TO REVEW THIS LEASE. IF TENANT DOES NOT UNDERSTAND THE LEASE TERMS, TENANT SHOULD SEEK THE ADVICE OP AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS. THIS LEASE WITH ANY ADDED CLAUSES OR RULES IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT AND THERE ARE NO OTHER ORAL OR WRITTEN AGREEMENTS THAT ARE PART OF THIS LEASE.

4.5	SIGNATURE	
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