

LEASE AGREEMENT

LANDLORD: SIDNEY L. MAPES **PHONE #'s**- Home-765-3540 Cell-553-2741 Work- 765-0382

TENANT(S): _____ MAILING ADDRESS _____

S. SECURITY #(s) ___-___-___/___-___-___ Phone # 762-2067 Drivers Lic # _____

PROPERTY ADDRESS: APARTMENT # C 220 S. FRONT ST., CLEARFIELD, PA. 16830

LEASE AMOUNT & TERMS: The premises are on a ONE YEAR (LENGTH) LEASE tenancy commencing _____ (LEASE DATE), and ending on _____ (DATE). Tenant agrees to pay Landlord, for the LEASE term, the sum of \$ 4400.00, which includes a **heat surcharge of \$50.00 per month, for the months of December, January, February, and March.** Landlord agrees to accept monthly payments for the Lease Amount. By checking the appropriate box, Tenant agrees to one of the two options for monthly rent payments.

Option 1- *1st payment \$350.00 (or \$400.00 in 4 Winter months)**

Landlord will accept monthly payments of \$ 350.00 each month, **plus** a heating surcharge of **\$50.00 per month added to the monthly rent payment, in the months of December, January, February, and March.**

Option 2- *1st payment \$366.50**

Landlord will accept monthly payments of \$ 366.50 each month **which includes** the heating surcharge for the months of December, January, February, and March (divided into twelve equal payments of \$16.50).

All payments are due in advance on the 1st day of each month beginning on 2/1/09.

Said rental payment shall be delivered by Tenant to Landlord or his designated agent to the following address or location: **S.L. Mapes P.O. BOX 1023, CLEARFIELD, PA. 16830 or paid at SID'S 6-PACK SHOP.** Payment must actually be received by Landlord, or designated agent, in order to be considered in compliance with the terms of this agreement. In the event Tenant becomes deceased, Tenant agrees that Tenant's estate shall be liable for, and shall remit to Landlord, any balance due for the lease term.

Rent is due without demand. Tenant agrees that Landlord shall have the right to demand payment in full of the lease amount, minus the total amount of monthly payments made, if Tenant shall anytime be in default of the payment terms of this LEASE and/or over **10 DAYS** late, from due date, in making the monthly payment to Landlord. If monthly rent is not paid within **10 DAYS** from the original due date, Landlord may elect to start eviction proceedings against Tenant. Tenant waives the right to receive a "Notice to Vacate" eviction notice and Landlord may immediately file a "Complaint for Possession", for non-payment of rent, at the District Magistrate office. Tenant also waives any right to "pay and stay" if Tenant is being evicted for non-payment of rent.

OTHER EVICTION ACTIONS: Tenant waives the right to receive a "Notice to Vacate" eviction notice, before Landlord files a "Complaint for Possession" with a District Magistrate, if eviction is for any breach of the Lease not covered in the section immediately above, or for eviction at the end of the lease term if Tenant has not given up the premises on the last day of said term.

LATE RENT FEE : If Landlord has *not received* rent payment within **5 DAYS** after rent becomes due (including the due day), pursuant to the provisions of this lease, Tenant shall pay to Landlord a late fee of **\$3.00 PER DAY**, for each day, **beginning with the FIRST day after the grace period.** **Tenant agrees to add said fee to the monthly rent then due.** (Any Late Fees incurred for

overdue rent, and not paid in the month in which said fees were assessed, will be DEDUCTED forthwith from the Tenant's SECURITY DEPOSIT. Tenant agrees to restore the balance of the security deposit to its original amount by or with the next due rent payment or be held in default of this lease agreement. Upon expiration of the lease agreement, any late fees remaining due will be deducted from Tenant's security deposit. If tenant wishes to renew the lease and a balance remains for late fees, then an amount equal to the late fees due must be paid by Tenant to restore the balance of the security deposit to its original amount).

DEPOSIT & FEE: Tenant shall pay the Landlord the following Deposit & Fee **before occupying** the rental premises, said Deposit may or may not be refundable. To qualify as a Refundable Deposit, the premises must left in the same condition as when Tenant first occupied the premises.

Security Deposit: \$ 250.00 plus Termination Fee (non-refundable):\$ 100.00 Total Due: \$ 350.00.

Said Security Deposit is to be held and disbursed for Tenant damages to the premises (if any) as provided by law. Acceptance of the security deposit by Landlord in no way relieves Tenant of liability for damages, as stated in the **Condition of and Damages to Premises** section (see below), in excess of the monetary amount of the security deposit. Tenant may NOT use All or Any Part of said deposit for rent owed.

Within **30 days** of the Lease ending date, Landlord shall return the security deposit to Tenant and/or provide Tenant a written statement indicating any amounts deducted from said security deposit and any/or amount due to Landlord for damages to the premises not covered by the amount of the security deposit.

BAD CHECK CHARGE: If Tenant tenders a check for rent which is dishonored by a banking institution, then Tenant shall only tender cash or cashier's check for all future payments. This shall continue until such time as consent is obtained from Landlord to make payment by check. In addition, Tenant shall be liable in the sum **\$20.00** for each check issued by Tenant that is returned to Landlord, from Landlord's bank, not paid for any reason.

BREAKING OF LEASE: This lease is for a yearly amount. Tenant is obligated for the total amount of the lease as indicated in the **LEASE AMOUNT AND TERMS** section of this lease. Tenant **does not** relinquish any obligations of this lease, financial or otherwise, by vacating the premises before the lease term expires. Civil action will be instituted to recover any amounts remaining due on the lease (the original amount of the lease minus any monthly rent payments made), which could result in a lien, wage attachment, or sheriff sale of Tenant's possessions, **and report of the past due or defaulted amount to a credit reporting agency, which could have a negative impact on Tenant's future credit rating.**

EARLY TERMINATION OF LEASE: Since early termination of this lease would cause financial loss to Landlord, Landlord will release Tenant from the terms of this lease only under the following conditions: 1). Tenant agrees to forfeit any security deposit held by Landlord to cover Landlord's expense in seeking another tenant. 2). **Tenant continues to pay the monthly rent payments to Landlord until the start date of a new Tenant's lease, if Landlord fills the vacancy.** 3). This lease shall remain in effect, with its original terms and conditions until said new Tenant's lease date. Landlord agrees to make diligent effort to find another tenant for the premises by advertising the vacancy continuously in a local newspaper and placing a "For Rent" sign outside the apartment. Failure of Tenant to abide by these terms will constitute a breaking of the lease by Tenant, with consequences as noted in the section above.

INTENT TO MOVE AT LEASE END: Tenant agrees to give Landlord at least **40 days** notice of intent to vacate the premises. In the event that Tenant does not give such notice, Tenant agrees that any money previously paid as security deposit will be forfeited to Landlord.

OFFER OF RENEWAL LEASE & AUTOMATIC ONE YEAR EXTENSION OF TENANCY: If Landlord has offered Tenant a new lease for a one year lease term subsequent to the expiration of Tenant's current lease, and Tenant desires to continue tenancy of the premises, Tenant must return a signed copy, to Landlord, of the new lease before the expiration date of Tenant's current lease. If Tenant has not returned a signed copy of the renewal lease to Landlord, before Tenant's current lease expires, and Tenant continues to occupy the premises after the expired lease term, and has not given Landlord the required 40 day's notice of intent to move at current lease end, as stated in the section immediately above, Tenant agrees that Landlord may invoke an automatic one year extension of Tenant's tenancy of the premises, under the terms of the offered renewal lease, upon notifying Tenant, by 1st class mail of such automatic extension. If Landlord has invoked an automatic extension of Tenant's lease, under the conditions stated above, and Tenant vacates the premises before the end of the expiration date of said lease extension, Tenant agrees to forfeit any security deposit held by landlord and agrees to be bound all sections of the renewal lease including, but not limited to, the "**Early Termination of Lease**" and the "**Intent to Move at Lease End**" sections.

OCCUPANTS: The premises shall not be occupied by any person other than those designated above as Tenant(s) with the exception of the following named persons: _____
If Landlord, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by **\$35.00** for each such person. Any person staying **20 days** consecutive or longer, without the Landlord's written consent, shall be considered as occupying the premises in violation of this agreement.

SUBLETTING OR ASSIGNING: Tenant agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from Landlord.

LANDLORD'S RIGHT OF ENTRY: Landlord may enter and inspect the premises during normal business hours and upon reasonable advance notice, (Tenant may request **24 hours** notice for said inspections or entries), **EXCEPT, that during an emergency situation such as a major water leak, fire, severe electrical problem, or other event requiring immediate attention, Landlord or his agent or repair person may enter the apartment without advanced notice but only after making an attempt to contact Tenant by phone then knocking on Tenant's door before making such entry to resolve said emergency.** Landlord is permitted to make all alterations, repairs and maintenance that, in Landlord's judgment, is necessary to perform. In addition, Landlord has all rights to enter pursuant to laws of the jurisdiction.

UTILITIES: Tenant shall pay for all utilities and or services supplied to the premises with the following exceptions: **LANDLORD PROVIDES PARTIAL HEAT (to a maximum of 68 degrees- see section below) during the period, November 15th to April 15th, and SANITATION. LANDLORD DOES NOT PROVIDE AIR CONDITIONING.** It shall be the responsibility of Tenant to **arrange for Electric & Water service in Tenant's name Commencing no later than 1 day from above Lease Date. Electric service- Penelec 1st Energy- Ph 800-545-7741- us this reference #_____ Water- Clearfield Municipal Authority- 765-9609. TENANT IS RESPONSIBLE FOR ALL STOPPED DRAINS & PLUGGED TOILETS. In the event that an electrical circuit goes out, circuit breakers are located in the basement in a breaker box marked Apt. C, and may be reset by calling the 1st floor Tenant and at 768-7327 and asking them to go to basement and reset the breaker.** Tenant must notify Landlord immediately of such tripping of any circuit breaker.

Penelec Customer Assistance Program (CAP). CAPs can lower your monthly utility bill. CAPs may also

remove the amount you already owe. The company works with the customer to determine what the customer can pay versus the cost of energy used. **FOR INFORMATION CALL- (800) 207-9276**

Household Size Monthly Income

1 person \$1,196 3 persons \$2,011

2 persons \$1,604 4 persons \$2,419

**The income levels are effective
April 1, 2005.**

HEATING & THERMOSTAT CONTROL FOR ENERGY CONSERVATION: Tenant agrees that Landlord will provide heat, during the heating season, **November 15th to April 15th**, inclusive, to Tenant's premises to a **maximum of 68 degrees** (or lower at Tenant's request). Between the hours of 11:00pm to 6:00am, Tenant agrees that Landlord will provide heat to a maximum of 64 degrees. **Since the controlling thermostat for the building, and thus this apartment's radiators, is located in the 1st floor Tenant's apartment, it may be necessary at times to supplement the heat by using the provided electric heaters.** Tenant may request that 1st floor Tenant override the thermostat during the night-time set-back period in cases of illness or emergency either by calling the 1st floor Tenant directly at **768-7327** or by calling the Landlord. Landlord may adjust the thermostat to different settings to reflect circumstances of Tenant's apartment, work schedule, or Tenant's medical condition. Tenant may also request said adjustments. Landlord is under no obligation to raise the thermostat setting unless Tenant provides a doctor's statement of Tenant's medical condition requiring special temperature requirements. Tenant agrees that Landlord may use any combination of central heating and **Landlord-provided oil-filled space heaters** to fulfill Landlord's obligation to provide said heat. When Landlord notifies Tenant to use the provided oil-filled space heaters to maintain the occupied premises at 68 degrees, during the periods when Landlord is responsible for providing heat, Landlord will reimburse Tenant for the cost of any electric usage incurred, over Tenant's average usage for the given period, or comparable periods of previous Tenants, required to power said space heaters. Tenant agrees that Landlord may, at any time, upon informing Tenant, discontinue reimbursement to Tenant for use of space heaters and that Landlord will then provide the required maximum heat only through the central heating system. Should Tenant desire to maintain a temperature higher than that provided by Landlord, as described above, or if Tenant requires heat during the period from April 15th to November 15th, inclusive, the cost of electricity to run the provided oil-filled heaters will then be the sole responsibility of the Tenant, and Tenant agrees to not seek reimbursement from Landlord for such additional costs of electricity to power said heaters during these times. Tenant agrees to use **only** the provided oil-filled heaters, plugged into the designated receptacles, for any said additional heat. Tenant also agrees that, in any case, Landlord will not be required to provide an inside temperature higher than 68 degrees and that Tenant, as stated above, may supplement the heating of the premises with the provided electric heating device at Tenant's expense. Tenant also agrees to keep **all windows** and, if fitted, **all storm windows closed** during the months of November, December, January, February, and March, except a bedroom window may be opened up to 2 inches at night, if desired. Landlord may install and maintain inside cling-type, clear plastic window coverings on the windows during above said months as Landlord sees deems necessary. **TENANT AGREES NOT TO ATTEMPT TO ADJUST HEAT BY PARTIALLY CLOSING OR OPENING STEAM RADIATOR SHUT-OFF VALVES AS SUCH ACTION MAY RESULT IN DAMAGE TO THE HEATING SYSTEM.**

PARKING: Tenant is assigned a parking space in front or side of building. Tenant may only park vehicles which are registered in their name. Tenant may not assign, sublet, or allow any other person to use any parking space. This space is exclusively used for the parking of passenger automobiles by the Tenants. Tenant may not wash, repair, or paint in this space or at any other common area on the premises.

CONDITION OF AND DAMAGE TO PREMISES: Tenant acknowledges that the premises have been inspected and acknowledges that said premises have been cleaned and all items, systems, fixtures, appliances, and appurtenances are in complete working order, except for any limitations as noted below, and that said premises are free of pests, vermin, and insects. Tenant must notify Landlord, **in writing**, within two weeks of first occupying the premises, of any items, systems, or problems in need of repair or correction as evident since Tenant first occupied the premises.. Landlord asserts, to the best of his knowledge, that such fixtures, systems, appliances, and appurtenances are in complete working order, except for limitations as noted below, and that the premises are free of pests, vermin, and insects. Tenant agrees to accept the premises as is, provided that the premises meet the requirements of the Pennsylvania law of “Implied Warranty of Habitability.” Tenant agrees to accept the limitations of the electrical, heating, water and sewer, and roof systems, evident or unforeseen, “as is”, as of when Tenant first occupied the premises except as provided for in the Pennsylvania law of “Implied Warranty of Habitability.” Landlord is under no obligation to upgrade any system that Tenant finds inconvenient due the limitations of said systems except to comply with the Pennsylvania law of “Implied Warranty of Habitability,” or as directed by the Code Enforcement Officer of the jurisdiction. Tenant promises to keep the premises in a neat and sanitary condition and to immediately reimburse Landlord for any sums necessary to repair any item, fixture or appurtenance needing service due to Tenant’s, or Tenant’s invitee’s, misuse or negligence, **including water overflows**, or, because of an accident or intentional act by or to Tenant. If the premises leased to Tenant become uninhabitable due to any action, neglect, inaction, or accident by or to Tenant, or by or to Tenant’s invitees, or from any other cause, including Tenant introducing or promoting pests, vermin, or insects onto the premises or for any other reason resulting from Tenant’s occupancy of the premises, including Tenant becoming deceased while inhabiting the premises, Tenant agrees that Tenant, or Tenant’s estate, shall be liable for any damages, cost of clean-up, repairs, exterminating, or replacement, to restore the premises to the same condition as when Tenant first occupied the premises, including, but not limited to, carpeting, wall coverings, fixtures, doors, windows, and appliances. Tenant or Tenant’s estate shall reimburse Landlord for any monetary amounts occurred or necessary to restore the premises to the said first occupied condition. Tenant further agrees that Landlord has no obligation to seek recovery from Landlord’s insurance carrier for any damages resulting from Tenant’s occupancy of the premises, either from or by neglect, accident, any act by Tenant’s invitees, from any other cause, or as a result of Tenant becoming deceased. Tenant is advised to carry **Renter’s Insurance**. Tenant shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. Tenant shall be responsible for the cleaning or repair or replacement of a garbage disposal, if included, where the cause has been a result of bones, grease, or any other item which normally causes blockage of the mechanism. **Tenant agrees to surrender possession of the leased premises in as good a condition as received except for normal wear and tear.**

REPAIRS & CORRECTION OF PROBLEMS BY LANDLORD: Tenant agrees that when a repair or correction of a problem is the responsibility of the Landlord, Tenant must initially notify Landlord verbally of the nature of said problem, **immediately** if in an emergency situation, then **in writing**, within one week of the verbal notification, as to the nature of the problem or what item needs servicing or repaired. Landlord will then have a reasonable period of time, not to exceed 180 days, to facilitate such repairs unless the premises are deemed uninhabitable by the Code Enforcement Officer of the jurisdiction or said officer orders repairs made within a different period of time. Landlord is under no obligation to upgrade any system that Tenant finds inconvenient due the limitations of said systems except to comply with the Pennsylvania law of “Implied Warranty of Habitability,” or as directed by the Code Enforcement

Officer of the jurisdiction. Under no circumstances may Tenant withhold rent unless unit is deemed uninhabitable under laws of the jurisdiction including the Pennsylvania law of “Implied Warranty of Habitability.” Landlord is under no obligation to undertake major upgrades to any electrical, heating, water, or sewer system, or major roof repairs or replacement unless premises are rendered uninhabitable by the Code Enforcement Officer of the jurisdiction or upgrades are ordered by said Officer. Tenant agrees that all disputes over such matters will be resolved by the Code Enforcement Officer. **LANDLORD’S RIGHT OF ENTRY: During an emergency situation such as major water leak, fire, severe electrical problem, or other event requiring immediate attention, Landlord or his agent or repair person may enter the apartment without advanced notice but only after making an attempt to contact Tenant by phone then knocking on Tenant’s door before making such entry to resolve said emergency.**

ALTERATIONS: Tenant shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from Landlord. Tenant shall not change or install locks, paint, or wallpaper said premises without Landlord’s prior written consent. Tenant shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the public. Landlord **will not reimburse** Tenant for **any** alterations done in violation of this section and/or without Landlord’s written consent. When Landlord so requests, Tenant must restore the premises to original condition immediately, or, with Landlord’s written permission, before the Lease end date.

SMOKE ALARMS/DETECTORS & FIRE EXTINGUISHERS: Tenant shall not remove any battery from smoke detectors/alarms, or in any other way interfere with the proper functioning of, or disable, said Devices or extinguishers. Tenant shall notify Landlord immediately of a malfunctioning detector/alarm or fire extinguisher.

NOISE AND DISRUPTIVE ACTIVITIES: Tenant or their guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the Landlord or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. **Tenant will be warned, after any first such disturbance or act, that any subsequent disturbance or act will result in eviction, except that any disturbance or act, domestic or otherwise, for which local or State Police have been called, will result in immediate notice of eviction with no warning required. Tenant agrees to forfeit any security deposit held by Landlord if eviction action is for above such disturbances or acts.** Further, Tenant shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited.

PETS: No dog, cat, or other four-legged pet or animal of any kind may be kept on or about the premises. If Tenant is found to be in violation of this provision, then this lease will immediately become null and void and Tenant shall relinquish all rights to further occupancy of the premises. Tenant must receive written permission from Landlord to keep a bird or fish on premises.

FURNISHINGS: No liquid filled furniture of any kind (water bed, etc.) may be kept on the premises.

ABANDONMENT: It shall be deemed a reasonable belief by the Landlord that an abandonment of the premises has occurred where rent has been unpaid for **30** consecutive days and Tenant has been absent from unit for **30** consecutive days.

LEASE ASSIGNMENT: Tenant agrees that upon Landlord's sale, transfer, or assignment of the apartment building, Landlord may transfer or assign the Lease agreement to the new owner or assignee.

WAIVER: Landlord's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Landlord's rights with respect to that or any subsequent right. It is further agreed between the parties that the payment of rent at any time shall not be a waiver to any legal action, unless Landlord in writing specifically acknowledges that this constitutes a waiver.

VALIDITY / SEVERABILITY: If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

NOTICES: All notices to the Tenant shall be deemed served, upon mailing by first class mail, addressed to the Tenant, at the subject premises, with the forwarding provision of **"Address Correction Requested, Return Postage Guaranteed"**, or, if Tenant is known to be still occupying the premises, upon personal delivery to the premises, whether or not Tenant is actually present at the time of said delivery. All notices to the Landlord shall be served by mailing first class mail to: **P.O. Box 1023, Clearfield, PA. 16830** or by personal delivery at **Sid's 6-Pack Shop**.

LANDLORD'S FURNISHINGS AND PROPERTY: Tenant may not remove any furnishings or appliances owned by Landlord, including, but not limited to, ovens, refrigerators, **oil-filled electric space heaters**, air conditioners, and fans. Landlord will file theft charges against Tenant upon discovery of any said missing items. **There are 3 oil-filled space heaters that go with the apartment. When moving out, Tenant agrees to see that all the oil-filled space heaters are left in the apartment.**

PERSONAL PROPERTY OF TENANT: Tenant agrees to remove all of Tenant's personal property no later the last day of the Lease term, Any personal property of Tenant remaining on the premises after said date, whether inside or out, shall be stored by the Landlord for **10 days**, during which time Landlord shall attempt to notify Tenant, by regular mail, with the forwarding provision of **"Address Correction Requested, Return Postage Guaranteed"**, to remove all personal property from Landlord's premises. If within the 10 day time period, Tenant does not claim said property, Landlord may dispose of said items in any manner Landlord chooses.

APPLICATION: Tenant **must** fill out and return a Rental Application with the signed Lease. All statements in Tenant's application must be true & correct. False statements will constitute a material breach of this lease and will result in eviction.

END OF LEASE PROVISION: Tenant agrees to vacate the premises by or on the Lease ending date, unless a new Lease agreement has been offered by Landlord and signed by Tenant to continue Tenant's occupancy of the premises for an additional Lease period. Tenant will not offer and Landlord will not accept rent payments without a signed Lease agreement. This Lease will under no circumstances convert to a month-to-month agreement upon expiration of the original Lease term. See the **"OFFER OF**

RENEWAL LEASE & AUTOMATIC ONE YEAR EXTENSION OF TENANCY" section on Page 2 for additional provisions.

WEB SITE FOR TENANT’S RIGHTS INFORMATION: Downloadable brochures and information on Tenant/Landlord law, Tenant Rights, eviction, and other issues can be found at the Pennsylvania Legal Services web site: [www.palegalservices.org/Community Education/housing shelter.htm](http://www.palegalservices.org/Community_Education/housing_shelter.htm)

ADDITIONAL TERMS:

NO SMOKING POLICY- see Addendum on following two pages

BY SIGNING THIS LEASE, TENANT AGREES THAT LANDLORD MAY EXCHANGE INFORMATION AND REQUEST REPORTS FROM CREDIT REPORTING AGENCIES. IF TENANT ASKS WHETHER OR NOT A CREDIT REPORT WAS REQUESTED, LANDLORD WILL ANSWER AND, IF AFFIRMATIVE, LANDLORD WILL PROVIDE TENANT WITH THE NAME AND ADDRESS OF THE AGENCY THAT FURNISHED THE REPORT. IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates shown below.

_____LANDLORD_____DATE

_____TENANT_____DATE

_____TENANT_____DATE

Please read & sign Addendum, No-Smoking Policy, on following 2 pages.

Addendum- No-Smoking Policy

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. *[If you provide an outdoor smoking area, specify where it is here.]*

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

6. Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smokefree addendum agreements With Landlord. (In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

8. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

9. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smokefree living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smokefree any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied

or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

10. Effect on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

LANDLORD

TENANT(S)

Date_____

Date_____