

RULES AND REGULATIONS
RIDER TO LEASE

These Rules and Regulations are a part of the Lease between **Nexus Real Estate, L.L.C.**, Landlord, and _____, Tenants. These Rules and Regulations are for Tenant, Guarantor/Co-Signors, all other occupants of the Leased Unit, Tenant's family and/or guests of Tenant. The word "tenant" when used in these Rules and Regulations means Tenant, Guarantor/Co-Signors, all other occupants of the Leased Unit, Tenant's family and/or any guests of Tenant.

1. LOCKS/KEYS

Tenant agrees to pay additional rent not exceeding \$65.00 promptly for each lockout service. If a lockout or any lock/key malfunction takes place and it is during normal business hours, Tenant may retrieve a replacement key, if available, for a \$35 Key Replacement Fee. Tenant agrees to pay this fee prior to the Leased Unit being unlocked.

Once a Lockout service is requested, Tenant will be assessed the Lockout fee regardless whether or not Tenant calls to cancel the request, is able to gain entry through Tenants own means, or is not present at the premises upon Landlord's arrival.

Tenant must obtain written approval from Landlord to add or change any lock or install or use any type of alarm in Leased unit. Tenant agrees to promptly pay Landlord a fee of \$275.00 for each day a violation of this paragraph exists.

2. APPLIANCES.

Tenant may not replace any appliances in the Leased Unit. Tenant may not install any new appliances without first getting written permission of Landlord.

Leased unit may or may not be equipped with window A/C units and/or baseboard heating. Landlord is not responsible for these appliances.

3. VISITORS.

Visitors may not remain as a guest for more than 14 days during any calendar year except with written permission from Landlord. Tenant agrees that Visitors remaining on premises for more than 14 days will be considered an additional Tenant and Tenant will be responsible for fees as described in the Lease agreement.

Tenant may not move in with and occupy another tenant's apartment.

Landlord may end this Lease with 10 days notice if Tenant breaks the Rules regarding visitors.

4. STORAGE SPACE.

Landlord may provide Tenant space to store his or her property. Landlord is not responsible for loss or damage to any property stored by Tenant in the storage space. Landlord is not responsible for losses from fire, smoke, water, theft, dirt or mysterious disappearance. Tenant will not hold Landlord responsible for any loss or damage. Tenant may use the storage space only during the Lease term.

Landlord is not responsible for property left in the storage space over 10 days after Tenant leaves the Leased Unit.

5. WATER BEDS.

No waterbeds are allowed in the Leased Unit.

6. BALCONIES AND PORCHES.

Tenant may not place or hang anything over the railings of the balconies or porches. Tenant may not store anything on the balconies or porches except the usual porch furniture. Tenant may not use the balconies or porches for parties or for entertaining guests.

7. WINDOWS.

Tenant needs written permission of Landlord to install awnings on any of the windows. Landlord is not responsible for providing blinds, shades, curtains or screens.

8. PETS/ANIMALS.

Pets or animals are not allowed in the Leased Unit, the building or the premises at any time or for any period of time unless approved in writing by Landlord. Pets approved by Landlord prior to move-in or during Lease Term are subject to a Standard \$295.00 Non-Refundable Pet Fee in addition to \$35 per pet per month Fee.

Tenant will not keep, bring, or allow any animals or other pets unless they are solely aquatic creatures.

If Tenant violates this, Tenant agrees to pay the standard \$295.00 Non-Refundable Pet Fee in addition to \$35 per pet per month retroactively from the start of the initial Lease Term.

Landlord may file a lawsuit to enforce the provisions of this section.

Tenant's permitted to have pets on premises must immediately clean up their pet feces within 1 minute of pet droppings. Tenants who do not clean up after their pets immediately will promptly pay Landlord a \$250.00 Pet Violation Fee.

Tenant's permitted to have pets on premises must cage their pets at all times when Tenant is not

present in the Leased unit. Tenant will promptly pay to Landlord a \$50 fee if Tenant's pet is found unattended by Tenant and/or roaming freely outside of cage not permitting Landlord and/or Landlord's agents, guests, or visitors to gain access to the unit..

9. REMOVAL OF PROPERTY FROM LEASED UNIT.

Tenant will promptly clean up the debris and dirt in the public halls caused by Tenant's moving. Tenant will not leave any entrance doors unguarded while propped open. Tenant will promptly lock all entrance doors upon completion of the moving.

10. NOISES.

Tenant may not play any musical instrument, stereo, other audio equipment, radio or television, which disturbs other tenants between the hours of 9pm to 9am. Tenant agrees to contact the local police if Tenant is disturbed by noise from a neighbor at any time.

Each 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.

Upon any violation, Landlord will perform the following actions:

First Violation -Landlord will notify Tenant of their First Violation and may contact Borough and/or City Authorities

Second Violation – Landlord will notify the Tenant, contact Borough and/or City Authorities, and may begin the Eviction Process.

Third Violation – Landlord will contact Borough and/or City Authorities, and begin eviction proceedings

Landlord has the right to proceed with legal action as detailed in this section.

11. PARTIES & ENTERTAINING.

Tenant may not have more than 5 guests at any time on the premises or in the Leased unit. Tenant is not permitted to have any "kegs" on the premises or in the Leased unit at anytime If Landlord discovers any violations of this section, Tenant will promptly pay to Landlord a \$1200.00 Party Fee.

12. DRUGS

The possession, use, manufacture, distribution, or sale of illegal drugs is a strict violation. Odors of such activity excreted from a Tenant's Unit will also be considered a violation. **Landlord enforces a zero tolerance for this type of behavior. Any violation of this section will result in immediate eviction proceedings being filed.** Landlord will also notify Borough and/or City Authorities of such activity and comply with any and all investigation related requests.

13. CHANGES OUTSIDE THE LEASED UNIT.

No outside aerials are permitted. No signs, notes, memos, etc. of any type or nature are to be posted in the public areas of the building including, but not limited to, apartment doors, halls, mail area, laundry, elevator, lobby, entrance areas, etc.

No appliances, air-conditioning units, exhaust fans or other devices may extend outside the Leased Unit.

Tenant will promptly pay to Landlord a \$45.00 Trash Violation Fee per violation of this section.

Tenant acknowledges and agrees that violating the provisions of this section will result in Landlord incurring additional costs for wages, administration, labor, overhead, etc. It is extremely difficult and impractical to ascertain the precise amount of Landlord's additional costs. The Trash Violation Fee described in this section is a good faith and reasonable measure of the additional costs incurred by Landlord.

14. TOILETS AND OTHER PLUMBING FIXTURES.

Tenant may not throw trash or any other improper items into the toilets, water closets or other plumbing fixtures. Tenant is responsible for all damages/clogs caused by his or her misuse of any plumbing fixtures.

15. LAUNDRY ROOM.

The Laundry Room is open from 8:00 a.m. to 9:00 p.m. on Monday through Sunday.

16. LIGHT BULBS AND FUSES.

Tenant will supply, install, and maintain bulbs, properly sized fuses, and lamps in all the fixtures in Leased Unit and reset breakers when tripped. Tenant will locate Leased unit fuse or breaker box and manage energy responsibility to minimize blown fuses or tripped breakers. Tenant will pay a breaker reset or fuse replacement fee not to exceed \$60.00 when Tenant requests this service from Landlord.

17. PUBLIC AREAS OF THE BUILDING.

Tenant may not block, store or utilize the public area of the building unless it is to leave and/or enter the building.

Tenant may not place garbage cans, bags or any other items in the public areas especially in the halls or on the staircase landings. A \$45.00 Trash Violation Fee will be assessed for each item found in the Public Area and determined to be Tenants. Items found in Public Areas will be removed and disposed of by Landlord at the standard labor and service call fees detailed in the Lease.

18. PARKING VEHICLES.

Tenant may not park any truck, trailer or broken motor vehicle in the parking areas of the building. Tenant may not park in any area marked "No Parking" unless approved by Landlord in writing. Tenant may not perform any auto mechanical work in any parking area of the Leased Premises.

Tenant is responsible for Tenant's vehicle, including its contents, stored or parked on Landlord's property. Tenant assumes all risk for loss or damage by wind falling branches, trees, fire, theft, collision, falling masonry, rolling dumpster, and dripping water, etc. Tenant will buy adequate insurance against these perils.

Tenant understands that all parking space assignments are temporary and Landlord may change them at any time. Tenant will not wash vehicles on Landlord's property. Tenant will keep Tenant's vehicles in good cosmetic repair (No flat tires or missing or badly damaged body parts), with a current state inspection, and unexpired license plates.

If Tenant does not maintain vehicle as detailed in this section, Landlord may have the vehicle removed from the property at expense of Tenant. Tenant will park only those vehicles registered with Landlord. Tenant will not permit Tenant's guests to park on Landlord's property.

Tenant will park head in only and only in the space assigned to Tenant's specific vehicle. Tenant will not park any vehicle with work equipment in view on the property.

19. TOWING.

Landlord employs a private towing service that automatically tows unauthorized vehicles from the property. Tenant will park only the vehicle registered with Landlord. Tenant will only park in their designated spot. If Tenant uses a temporary or permanent replacement vehicle, Tenant will not park it on Landlord's property until after Tenant has given Landlord seven days written notice.

If Tenant does not follow the instructions in this section, Tenant's vehicle may be towed at Tenant's expense.

20. WATER TEMPERATURE

As water temperatures may fluctuate in building plumbing, Tenant will use the caution necessary to avoid injury. Landlord is not responsible for injury caused as a result of water temperatures.

21. SMOKING.

Smoking is permitted either in the Leased unit or within 4 feet of an ash tray provided by Landlord or the Dumpster. Upon extinguishing cigarettes, Tenant agrees to immediately dispose of cigarette butts in either the dumpster, a Landlord provided ash tray or personal rubbish container.

Any Tenant violating this section will pay Landlord a Cigarette Violation Fee of \$100 per incident.

22. CLEANLINESS.

Tenant must keep the Leased Unit clean and neat at all times. Open food containers, trash bags, and other unsanitary items are prohibited.

23. RIGHTS OF OTHER TENANTS.

Tenant may not do anything that interferes with the rights, comforts, safety or convenience of other tenants.

24. RISK OF FIRE.

Tenant may not do anything that increases the risk of fire in the building.

25. THEFT OR DAMAGE OF PROPERTY.

Landlord is not responsible for loss, theft, disappearance or damage of any items left with the janitor or other employee of Landlord.

Landlord is not responsible for any property left in any part of the building.

26. CHANGES INSIDE THE LEASED UNIT.

Tenant may not install or change electric lights, pipes, wires, radiators or other fixtures unless Tenant has first obtained written consent of Landlord.

Tenant may not ruin or damage the walls, ceilings, floors and/or woodwork by driving nails, tacks, screws, or unapproved painting.

27. FIREPLACES.

Tenant will not attempt to use the fireplace, if any, as it is decorative only and is not functional.

28. RENTS.

If tenant pays the rent late more than 3 times in one (1) year period, Landlord can end/terminate Tenant's Lease upon (10) day notice from the date of the late payment. If Tenant gives Landlord (2) or more bad checks (checks that returned for insufficient funds) within one (1) year period, it is a breach of the Lease. At that time, Landlord may file an action seeking a money judgment and/or possession for this breach of the Lease.

If Tenant makes a rental payment by personal check, which is not covered by available funds, or by a bad check, Landlord may require all future payments to be made by certified check or money order.

If Landlord requires Tenant to pay last month rent in advance at the start of the Lease term, those funds will be used for the last months that Tenant resides in the premises. If Tenant agrees to any renewal terms, those last month rent payments are to serve as last month rental payments of any final renewal period.

Tenant will pay rent for the entire term promptly if Tenant violates any of the terms of this agreement.

Tenant is aware that Landlord may report any past rent, damages, utilities, or other costs owed by Tenant to credit reporting agencies. This reporting could affect Tenant's ability to obtain credit or future housing.

29. USE AND OCCUPANCY.

It is a breach of this Lease to have any person(s) living in the Leased Unit who is (are) not listed in the Lease Agreement. Tenant will be charged \$100 per month from the beginning of this Lease for each additional person found living or visiting the Leased Unit for more than 14 days.

Tenant will notify Landlord in advance, in writing, if Tenant intends to be away from the Leased Unit for more than 14 days. Landlord may rent Leased Unit if Landlord does not receive notice and Tenant is away from the Leased Unit for more than 14 days.

Tenant will comply with all statutes, laws, ordinances and regulations. Tenant will not keep anything which is dangerous in the Leased Unit. Tenant will not conduct any dangerous activity in the building. Tenant will not do anything which might increase the danger to the Leased Unit or to other occupants in the building.

Tenant will not act in any way which unreasonably disturbs the peace and quiet of other residents or of Landlord or Agent. Tenant may not act in a manner that disturbs or interferes with Landlord's agents, staff, business invitees, prospective tenants, or visitors to the building.

30. ALTERATIONS.

Tenant may not remodel or make any structural changes to the interior or exterior of the Leased Unit. Tenant may not attach or remove any carpeting, hang wallpaper, paint the premises, or install fixtures without first obtaining Landlord's written permission.

Tenant will within thirty days of Lease start date cover all windows and glass doors with blinds, shades, curtains, or drapes with an outside lining of white coloring only. Tenant will not display any sign, symbol, antenna, etc. on or in windows, patio, balcony, terrace, or other area visible to the public. Tenant will remove any decoration or object visible to other residents or the public if Landlord defines them as being offensive, in bad taste, objectionable, or not consistent with the building's cosmetic appearance.

31. CONDITION OF THE LEASED UNIT; REPAIR OF DAMAGE.

Tenant has examined the Leased Unit, and agrees to prepare a written move-in inspection report correctly documenting the condition of the dwelling unit and deliver it to Landlord within 5 days from the lease start date on the Move-in Inspection Form. Tenant accepts the Leased Unit as is.

Tenant agrees that Landlord has made no promises to decorate, alter, repair or improve the Leased Unit.

Tenant agrees to maintain the Leased Unit during the term of this Lease in the same condition as it was on the beginning date of the Lease.

Tenant agrees to keep the Leased Unit neat, clean, clutter free, and fungus (mold) and vermin free during the term of this agreement. Tenant will keep the furniture, household goods, clothing's, etc. in the Leased Unit neat and orderly during the 150 days prior to the end of the Lease term. This is the time when Landlord will be consistently showing the Leased Unit to prospective Tenants.

Tenant agrees to pay Landlord a fee of \$50.00 per occurrence if Tenant does not keep the Leased Unit neat, clean, clutter free, and fungus (mold) and vermin free when unit is being shown to a prospective Tenant. Tenant will pay to have the Leased Unit exterminated if it becomes vermin and/or fungi infested due to the actions of Tenant.

Tenant agrees to return the Leased Unit to Landlord at the end of this Lease in the same condition as it was on the beginning date of this Lease. Tenant will promptly notify Landlord if the Leased Unit is damaged or repairs are required. Landlord agrees to perform necessary repairs with reasonable promptness after receiving notice from Tenant.

Tenant agrees to pay as additional rent the cost of the repair of damage caused by Tenant or other permitted occupants or visitors of Tenant known as a Standard Repair Fee, which is billed at a rate of \$45.00 per Service Call and \$45.00 per hour of labor, plus parts. A 15% parts fee will be added to the cost of all parts. Only Landlord's employees, agents or contractors may make repairs to the Leased Unit.

Landlord is not responsible for any inconvenience or loss caused by necessary repairs to the Leased Unit.

32 CONDEMNATION.

Condemnation is the power of the government to take private property for public use. If the Leased Unit or any part of it is condemned, or voluntarily transferred by condemnation proceedings, this Lease will automatically end as to the condemned portion.

If the Lease ends due to condemnation of a part of the Leased Unit, Landlord will reduce the rent accordingly.

If the Leased Unit becomes uninhabitable due to the condemnation, the Lease will end when Tenant

pays all rent due until the condemnation date. Tenant will not have any right to any award paid to Landlord by the condemning authority.

33. NEGLIGENCE.

The Landlord and the Tenant are each responsible for their own negligence and the negligence of their guests, family, or any others they allow on the property. The landlord is not required to make repairs caused by tenant's negligent conduct or by the willful misconduct of the tenant or any person on the property with the Tenant's Permission

Negligence can include Tenant's failure to report a faulty maintenance condition to Landlord (ie. plumbing leak, toilet overflow, etc.) which may result in over usage of certain utilities. If it is determined that such an event took place, Landlord will obtain a monthly average of the utility based on the trailing 4 months and assess any overage to the Tenant as additional rent.

34. INSURANCE.

If any insurance coverage maintained by Landlord is found to apply to any loss or damage covered by Tenant's insurance, the following will happen:

(a) Landlord's insurance and any obligation of Landlord to pay is considered excess coverage.

(b) Tenant's insurance must be fully used up before any claim can be made against Landlord or against Landlord's insurance coverage.

Regardless of anything stated in the Lease, Tenant releases Landlord from any injury, loss or damage to personal property or persons resulting from or caused by Tenant's negligent conduct or tenant's willful misconduct, or by the negligent or willful conduct of Tenant, their guests, family or others they allow on the property.

Tenant waives any right of subrogation by Tenant or by any insurance company which covers Tenant. Subrogation is the right to be repaid for any payments made by Tenant or Tenant's insurance for injury, loss or damage to personal property or persons.

35. ACCESS / SHOWINGS.

Tenant agrees to permit Landlord's personnel to enter Leased Unit at any time to make repairs and improvements, to perform scheduled work requested, or emergency maintenance, to show Leased unit to mortgagors, insurers, workmen, or contractors or to show Leased premises for sale or rent. Landlord will show the Leased unit for rent only between the hours of 9:00 a.m. and 8:00 p.m. Tenant agrees to admit Landlord at any time for the purposes detailed in this paragraph. Tenant will promptly pay Landlord a fee equal \$50.00 for each such refusal. The Landlord shall not abuse this right of access or use it to harass the Tenant.

36. MAINTENANCE REQUESTS

Tenant agrees that any and all maintenance requests will be initiated by creating a work order only. Tenant agrees to obtain a work order number when requesting maintenance via telephone or in person.

Tenant agrees to request maintenance through only the following options:

- a.) Contacting the office at 412-455-5600, requesting a maintenance work order and obtaining a work order number from the representative;
- b.) Requesting a maintenance work order online at through the Online Tenant Portal.

Tenant agrees to not request any maintenance through maintenance personnel, leasing agents and/or any type of written correspondence unless it is through the options detailed in section 36a and 36b. Tenant understands and fully acknowledges that Landlord is not obligated to perform any maintenance related request and hereby releases Landlord from any responsibility for not addressing any outstanding maintenance issue that is not requested in accordance with this section.

37. LANDLORD'S REMEDIES.

If Landlord agrees in writing to end this Lease before the end of the Term, Tenant is responsible for all costs and losses caused by the early ending of the Lease. These losses will include loss of rent for the balance of the Lease Term as well as forfeiture of the security deposit.

Tenant is in breach of this Lease if Tenant fails to make rental payments when due or fails to comply with any other provision of this Lease. If Tenant breaches this lease

- (a) Tenant must immediately pay all rents for the balance of the term of this Lease and Landlord may sue for this rent.
- (b) Landlord may end this lease.
- (c) Landlord may evict Tenant.
- (d) To the extent allowed by law, Landlord may contact local authorities and remove Tenant.
- (e) Landlord may sue Tenant to collect any monies due under this Lease. Tenant agrees to pay in addition to any permitted legal fees and costs, a \$90.00 Eviction Processing Fee for any court case initiated by Landlord for Breach of this Lease.
- (f) The prevailing party in any proceedings for the recovery of rent or other monies due or to become due under this Lease or by reason of a breach of any part of this Lease or for the recovery of the possession of the Leased Unit, or to compel the

performance of anything agreed to be done under this Lease, or to recover for damages to the Leased Unit, or to enjoin any act contrary to the provisions of this Lease, shall be awarded all of the costs in connection with such action, including, but not limited to, reasonable attorney's fees.

In addition, Tenant agrees that all past due sums shall bear interest at the rate of 8% per year. The Landlord's waiver of one of the Tenant's defaults under the lease shall not be considered as a waiver of any subsequent default. If Tenant violates any of the provisions of this Lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either at law or in equity (including, but not limited to, the right to terminate this Lease and recover possession).

38. NO WAIVER BY LANDLORD / RELEASE OF LANDLORD.

If Landlord does not exercise any of its rights under this Lease, Landlord may still exercise these rights at a later date. Acceptance of past due rent or payments that reflect "paid in full," or other restrictive endorsements is not a waiver of Landlord's rights to enforce terms under this Lease.

Landlord is not responsible for any injury, property damage or loss Caused by Tenant or Tenant's guests.

Unless caused by the negligent conduct or willful misconduct of Landlord or Landlord's agents or employees, Tenant agrees to release Landlord from responsibility for any damage, loss or injury caused by Tenant or Tenant's guests or by any other person occupying the Property. Tenant agrees that this release includes losses or damages which result from any of Tenant's acts or failures to act. Tenant

39. NOTICE TO TENANT.

THIS LEASE CONTAINS WAIVERS OF CONSUMER RIGHTS. TENANT WAIVES CERTAIN RIGHTS BY SIGNING THIS LEASE. SPECIFICALLY, TENANT WAIVES THE RIGHT TO A JURY TRIAL (SEE PARAGRAPH 24 OF THIS LEASE) AND TENANT WAIVES THE RIGHT TO CERTAIN NOTICES, OTHERWISE REQUIRED BY LAW, IN THE EVENT OF TENANT'S DEFAULT (SEE PARAGRAPH 18 (h) OF THIS LEASE).

Landlord and Tenant waive and give up any right to any jury trial for any claim or matter concerning this Lease or the Leased Unit.

Tenant waives the right to receive specific notice of each and every repair or renovation in the premises, which may disturb more than two square feet of lead paint. This means that the Tenant waives the notice provisions of 40 C.F.R. Part 745 and Section 406(b) of the Toxic Substances Control Act. Instead, Tenant accepts this paragraph as notice that Landlord may, from time to time, disturb more than two square feet of lead paint in the Leased unit and/or premises.

40. **INCORRECT INFORMATION IN APPLICATION.**

If Tenant provided incorrect information in the Rental Application, it is a breach of this Lease. Landlord may end this Lease and/or sue Tenant for possession and/or any losses or money damages if the Rental Application contained incorrect information.

41. **JOINT AND SEVERAL.**

Each person who signs this Lease is fully responsible to do what is stated in the Lease. Each signer is responsible to pay the rent in full.

42. **NOTICE TO CO-SIGNORS / GUARANTORS.**

Landlord has the right but not the obligation to contact any co-signer/guarantor and/or to provide notice to any co-signer/guarantor of any breach of this Lease by Tenant.

43. **LEASE END DATE**

All leases end on the 26th of the last month of each lease term unless otherwise agreed to in writing. Tenant understands that this structure allows Landlord to have adequate time to prepare the unit for the incoming tenant. Tenant agrees to pay the entire monthly rent for the last month of the lease term.

44. **HOLDOVER CLAUSE.**

In the event Tenant does not vacate the premises by the Lease ending date as specified in paragraph 2 or the Lease ending date of any Lease extension, Tenant hereby agrees to pay Landlord \$295.00 per each day Tenant does not vacate the premises. The "Holdover Rental Rate" shall be paid prior to each day the Tenant remains on the premises after Lease termination.

In addition to the "Holdover Rental Rate," Landlord shall be entitled to recover full damages sustained as a result of holdover as well as those costs incurred to accommodate any person and their belongings if Leased Unit was leased to another Tenant during the Holdover Period.

45. **DEATH DURING AGREEMENT.**

In the event Tenant dies during this agreement, Tenant's heirs and executors are responsible to complete this agreement.

46. **LEASE CHANGES.**

The terms and conditions of this Lease may only be changed if in writing and signed by both Landlord and Tenant unless otherwise specified in this Lease. No oral changes or agreements are permitted.

47. ADDITIONAL CREDIT REPORTS AND EMPLOYMENT VERIFICATION.

Tenant hereby authorizes Landlord who is a licensed real estate professional, its duly authorized agents, and/ or attorney to inquire into the credit history of the Tenant, including the obtaining of credit reports from credit reporting agencies at any time before, during, and after the tenancy to verify information on the rental application and to collect the amounts owed by Tenant. Tenant also authorizes Landlord, its duly authorized agents, and/ or attorney to verify Tenant's employment and for Tenant's employer to provide dates of employment, position, and salary information as requested. Tenant agrees that any costs of credit reports or employment verification incurred by Landlord in an attempt to collect Tenant's past due account will be charged to the Tenant as additional rent.

48. UPON VACATING THE UNIT.

Upon move-out, Landlord will perform a move-out inspection of the Leased Premises. If Landlord finds damages not documented by Tenant on the move-in inspection form, Landlord may charge Tenant for those damages whether or not Landlord decides to make the repairs. Cost of Damages may be determined by the amounts listed in the Potential Move Out Charges form provided or by estimates from Landlord or a reputable contracting company. Tenant acknowledges receipt of the Potential Move-Out Charges form.

Tenant must disconnect or transfer phone service, gas and electric if it is in Tenants name. Tenant must mail or hand deliver to the address where rent is sent within 24 hours of Lease End, a letter with Tenant's forwarding address indicating where the security deposit should be mailed along with all keys delivered in a padded envelope. If the keys are not returned within 24 hours of move-out, Tenant agrees to be liable for the costs incurred by the Landlord in replacing and/or re-keying of locks to the dwelling unit.

A security deposit disposition will be processed and sent within thirty (30) days from the receipt of a forwarding address and all keys. Tenant must fulfill all the terms of the lease.

Tenant understands that the following list of cleaning and repair items which is the responsibility of the tenant to complete in accordance with the lease before giving possession back to the lessor. If the tenant does not do the following in accordance with the Lease, the lessor will charge the tenant the amount below to do any work which is necessary.

49. ADDITIONAL TERMS AND CONDITIONS.

These Rules and Regulations are part of this Lease. Violation of any of the Rules and Regulations is a breach of this Lease.

50. NEW RULES AND REGULATIONS.

Landlord may change or add to these Rules and Regulations as needed by written notice to Tenant. All new Rules and Regulations are a part of this Lease.

ACKNOWLEDGMENT OF FEES

Your home's appearance can remain attractive and progressively improve as a result of each Tenant agreeing to be held responsible to a certain standard. To this end, part of Landlord's responsibility is to help set and enforce these standards. When a Tenant, whom has agreed to abide by these standards, is not doing so, the community as a whole suffers. It is important to understand that in an effort to maintain clean and enjoyable premises whereby those living here take responsibility for their actions and those of their guests, our Lease and Riders contain strict fees when violations occur. Throughout our Lease you will find the below mentioned fees. As an added effort to reiterate the costs associated with specific violations, all fees are outlined here in a clear and concise manner for your convenience.

Cigarette Violation Fee	\$100
NSF Fee	\$50
Service Call Fee	\$45
Labor Hourly Rate	\$45
Materials	Actual Cost plus 15%
Unauthorized Lock Change Fee	\$275
Refusal of Entry Fee	\$50
Eviction Processing Fee	\$90
Holdover Fee	\$295/day
Lockout Service	\$65
Key Replacement Fee	\$35
Pet Fee	\$295 + \$35/Month
Pet Feces Violation Fee	\$250
Party Fee	\$1200
Trash Violation Fee	\$45/item
Tripped Breaker Fee	\$60

I agree to be held to the above standards. I understand and agree to the penalties associated with the violations of me and my guests and agree to do my part to maintain these standards for the benefit of those visiting and living on these premises.

LEASING AGENT/TENANT ACKNOWLEDGMENT

(please circle yes or no on each question)

1. Were all agreements made on your initial Rental Application met and performed to your satisfaction? **YES / NO**
If No, Why:

2. Did your Leasing Agent provide you with a fully executed copy of your lease, review the entire Lease with you, and answer any questions you had? **YES / NO**
If No, Why:

3. Were you provided with a set of keys per number of bedrooms in your apartment (ie. If you rented a 2 Bedroom, You were given 2 sets of keys)? **YES / NO**
If No, Why:

4. Did your Leasing Agent provide you with keys that works for your apartment door, building entrances/exits and your mailbox (if any)? **YES / NO**
If No, Why:

5. Did your Leasing Agent conduct herself/himself in a professional manner, attentive to your needs and responding to you in a timely manner? **YES / NO**
If No, Why:

6. Thus far, do you have a positive opinion about Nexus Real Estate? **YES / NO**
If No, Why:

7. Did you receive an Online Portal Activation via email? **YES / NO**
If No, Why:

8. How could we make your rental experience thus far more enjoyable?



Condition Form

Tenant's Name: Phone: Email:
Tenant's Name: Phone: Email:
Tenant's Name: Phone: Email:

Tenant Security Deposit Procedure Acknowledgement

Tenants hereby agree to mail this Condition Form within 48 hours of Lease start date via certified mail, return receipt requested. Tenants agree to maintain proof of this mailing. Tenants agree to document all defects, damage, or safety or pest related concerns, otherwise everything will be considered to be in a clean, safe, and good working condition. Tenants agree to thoroughly mark through the items listed below or put "none" if the items do not exist. Tenants understand that this form protects both Tenants and Landlord. Landlord will use it in determining what should and should not be considered Tenant's responsibility upon move out. All related charges will be deducted from Tenant's security deposit. If the amounts charged exceed the deposit, Tenants will remit payment for any difference.

TENANT INITIALS

MOVE IN OR MOVE OUT CONDITION (CHECK ONE)

Living Room

Door
Floors / Carpets
Baseboards
Walls
Nail Holes
Ceiling
Windows
-Ledges
-Blinds
Light Fixtures
-Blubs
Ceiling Fan
Smoke Detector (Batteries)
Fireplace

Cabinets
-inside
-outside

Kitchen

Walls
Nail Holes
Floors / Carpets
Baseboards
Ceiling
Windows
-Ledges
-Blinds
Light Fixtures
-Blubs
Ceiling Fan
Smoke Detector (Batteries)
Sink
Countertops

Dishwasher
Stove
-burners
-outside
-inside
-broiler drawer
-hood, light, fan
Refrigerator
-exterior
-interior
-defrosted / unplugged
-underneath /behind

Bathroom 1

Door
Floor
Baseboards
Walls
Nail Holes
Ceiling
Sink
Vanity
-lights
-blubs
-cabinet

Tub/Shower _____
-bottom _____
-walls _____
-drain _____
Toilet _____
Fan _____

Bathroom 2

Door _____
Floor _____
Baseboards _____
Walls _____
Nail Holes _____
Ceiling _____
Sink _____
Vanity _____
-lights _____
-cabinet _____
Tub/Shower _____
-base _____
-walls _____
-drain _____
Toilet _____
Fan _____
Light Fixtures _____
-Blubs _____

Bedroom 1

Door _____
Floor/Carpet _____
Baseboard _____
Walls _____
Nail Holes _____
Ceiling _____
Light Fixtures _____

General Items

Washer/Dryer _____
Hallways _____

-Blubs _____
Ceiling Fan _____
Window _____
-Ledges _____
-Blinds _____
Closet _____

Bedroom 2

Door _____
Floor/Carpet _____
Baseboard _____
Walls _____
Nail Holes _____
Ceiling _____
Light Fixtures _____
-Blubs _____
Ceiling Fan _____
Window _____
-Ledges _____
-Blinds _____
Closet _____

Bedroom 3

Door _____
Floor/Carpet _____
Baseboard _____
Walls _____
Nail Holes _____
Ceiling _____
Light Fixtures _____
-Blubs _____
Ceiling Fan _____
Window _____
-Ledges _____
-Blinds _____
Closet _____

Basement

Floor _____
Walls _____
Ceiling _____



Nexus Real Estate LLC

2535 W. Liberty Avenue, Pittsburgh, PA 15226

Phone 412.455.5600 Fax 412.324.8666

Late Payments and Evictions: Understanding the Process

To help you better understand Late Fees and the Eviction Process, Nexus Real Estate asks that you read the following:

1. **Late Rent Fee** - According to your signed Lease document, rental payment must be made in full by no later than the 5th day of the month. Payments received with a post date of the 5th of the month or prior will not be subject to penalty. All other late payments will receive a \$50, \$75, or \$100 Late Fee, as dictated by your signed Lease document.
2. **No Checks** – All payments received after the 10th of the month must be received as certified funds. Acceptable forms of certified funds are money orders and checks issued directly from a bank. Please note that cash is never accepted. All other forms of payments other than the two types previously listed will be returned.
3. **Court Filing Fee** – If payment in full is not received by 12pm on the tenth day of the month, you will be assessed a \$90 Court Filing Fee. Furthermore, a Landlord/Tenant complaint will be filed against you at the Local Magistrate and it is likely that you will be forced to pay additional court costs.
4. **Stopping the Eviction** – Once the Eviction proceedings has commenced, the Complaint may be withdrawn provided that past due rent, late fees, court costs, and all unpaid balances on your account have been paid in-full with certified funds.
5. **Court Appearance Fee** – If you have failed to make payment by the scheduled court date (usually ten days from the filing date), you will be assessed a Court Appearance Fee which is a sum of ten percent of your rent.
6. **Court Hearing** – At the court hearing a judgment will be made as to how much is awarded to the Plaintiff. If this payment (in certified funds) is not received within ten days from the date of the hearing, we will then file for possession of the apartment.
7. **Eviction** – You then have ten days to make payment. On the tenth day, a Constable or Sheriff will arrive at the apartment with a member of our staff, the locks will be changed, and you will be evicted.
8. **Tarnished Credit** – all unpaid balances are then reported to the three major credit bureaus.

*****With my signature below, I concede that I have read and understood the policy written above.**

Resident

Cosigner

Resident

Cosigner

Resident



POTENTIAL MOVE OUT CHARGE

The charges listed below represent the minimum charges for common damages, repairs, and cleaning required. These charges will be deducted from your security deposit as deemed necessary by management. In the event your security deposit does not cover the assessed charges, you will be billed for the remaining amount.

DAMAGES/MISSING ITEMS

Smoke Detectors	\$25.00 (each)	Door	\$150.00 (each)
Nail holes	\$15.00 (each)	Towel Bar	\$50.00
Large hole patch	\$90.00 (each)	Toilet Paper Holder	\$35.00
Clogged Drain	\$125.00 (each)	Light Bulbs	\$10.00 (each)
Window Blinds	\$35.00 (each)	Batteries	\$10.00 (each)
Window Screen	\$30.00 (each)		

CLEANING / TRASH REMOVAL

Carpets (professionally cleaned with receipt)	\$65.00 (per room or hall)	Refrigerator (exterior surface)	\$35.00
Floors (all non-carpet)	\$55.00 (per floor)	Refrigerator (cleaned, defrosted, unplugged left open)	\$60.00
Baseboards	\$45.00 (per room)	Kitchen Sink	\$35.00
Walls	\$45.00 (per room)	Kitchen Counters	\$35.00
Doors	\$25.00 (per door)	Kitchen Cabinets (inside & outside)	\$45.00
Light Fixtures	\$15.00 (per fixture)	Bathroom Sink	\$35.00
Ceiling Fan	\$25.00 (per fan)	Vanity (glass, cabinets, lights)	\$35.00
Oven Surface	\$35.00	Bath Tub/Shower	\$45.00
Oven Interior	\$50.00	Bath/Shower Walls	\$45.00
Oven Burners	\$35.00	Toilet	\$35.00
Oven Hood & Light	\$35.00	Window Blinds	\$15.00 (per blind)
Dishwasher (exterior & interior)	\$35.00	Window Ledge	\$15.00 (per window)
Doors wiped down	\$25.00 (per door)		

PAINTING

Touch Up Paint		Full Paint	
Studio	\$125.00	Studio	\$200.00
1 Bedroom	\$150.00	1 Bedroom	\$250.00
2 Bedroom	\$175.00	2 Bedroom	\$300.00
3 Bedroom	\$200.00	3 Bedroom	\$350.00

TRASH REMOVAL

Trash (general)	\$50.00 (per bag)
Furniture Removal	\$100.00 (per item)

SERVICE FEES

Failure to Return Keys	\$25.00 (each key)
Re-Key Apartment	\$150.00
Re-Key Mailbox	\$50.00

THESE ARE MINIMUM CHARGES. THE ACTUAL COST COULD BE MORE.

If any items are damaged to the point they must be replaced upon move out, you will be charged actual replacement cost plus labor and service charges. There may be additional charges for items not listed above. Landlord may hire the services of a third party to perform the cleaning/repair services upon your move-out. The charges from these Companies may not align with those listed here.

Tenant Initials _____

Intending to be legally bound by this Rules and Regulations, Acknowledgement of Fees, Leasing Agent/Tenant Acknowledgement, Utilities Agreement, and Potential Move-Out Charges Form, all parties have set their hand(s) and seal(s) on this ___ day of _____ 20__.

TENANT

TENANT

LESSOR/MANAGING AGENT

TENANT