



CM & F ASSOCIATES 521 EAST BEAVER AVENUE, STATE COLLEGE, PA 16801 (814) 237-9734

APPLICATION AND AGREEMENT TO LEASE 2022-2023
NO SUMMER SUBLETTING IS PERMITTED

Date: _____ Type of Unit Requested: _____

Number to Occupy Townhouse _____ At \$ _____ /Month \$ _____ /Year

Requested Parking: Yes No Annual Fee of \$700 to be paid by August 15, 2022

Applicant's Full Name (PLEASE PRINT) _____

Social Security No.: _____ Age: _____ Date of Birth: _____

Sex: Male Female Current Year in College: _____ Depart./Major _____

Email address: _____ ROTC: Yes No – Type: _____

Applicant's Present Address: _____

City: _____ State: _____ Zip: _____ Phone: (_____) _____

Applicant's Former Realtor/Address (If Applicable): _____

Name of Parent/Guardian: _____

Address of Parent/Guardian: _____

City: _____ State: _____ Zip: _____ Phone: (_____) _____

Parent/Guardian Employer's Name & Address: _____

City: _____ State: _____ Zip: _____ Phone: (_____) _____

Will Parent Co-Sign Lease: Yes No

BANK REFERENCES:

Name of Bank & Address: (Tenant) _____ Checking or Savings

Name of Bank & Address: (Parent) _____

Credit References: Tenant/Parent/Guardian _____

Character References: (No Relatives) _____ Phone: (_____) _____

_____ Phone: (_____) _____

PARKING PRIVILEGES BY PERMIT ONLY – NO PETS – NO WATER BEDS WILL BE PERMITTED. ALL TENANTS MUST HAVE PARENT/GUARDIAN CO-SIGN THE LEASE.



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CONDITIONS OF APPLICATION AND AGREEMENT TO LEASE 2022-2023

This deposit paid by applicant will be held in escrow as a rental deposit until such time as the lease is terminated and the townhouse is vacated. The cost of necessary cleaning, repairs, or replacements shall be deducted from the deposit at termination of the lease. Under no circumstances will this deposit be considered a part of the rent. Upon occupancy, please fill out and return an inspection report to protect your interests.

This is a legally binding offer to enter into a lease for the above premises on the form in current use by CM & F Associates and containing the above terms. If accepted by CM & F Associates by letter sent to the permanent address shown above, I understand that I am obligated to execute such a lease when it is tendered to me. If attempt to withdraw this offer after acceptance, or if I fail or refuse to execute such lease, CM & F Associates will make reasonable efforts to relet the premises on my behalf. If CM & F Associates is successful, I understand and agree that said deposit will be forfeited and retained as liquidated damages by CM & F Associates for its efforts in processing this application, holding the premises open on my behalf pending approval of this application, and making the necessary investigation of my character and reputation. However, until such time as CM & F Associates is able to relet the premises, I understand and agree that I shall remain liable for the monthly rental payments and their charges imposed in accordance with the terms of the proposed lease, which is agreed to be binding whether executed by me or not. No agreement except contained here will be bind either the applicant, agent, or owner.

I agree that all the information is true and correct and agree to the terms and conditions hereon which I have read and understood.

Applicant's Signature: _____ Date: _____



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GUARANTEE OF PERFORMANCE OF LEASE BY LESSEE 2022-2023

We, the undersigned, being parents, natural guardians, or otherwise related to and affiliated with one or more of the Lessees on the lease attached hereto, and intending to be legally bound hereby, and intending to induce CM & F Associates to execute the lease attached hereto to the said Lessees do hereby guarantee to the said CM & F Associates, Lessor, the performance by Lessee of the within lease. We agree to be responsible to the said Lessor for the payment of all unpaid rent, damages, and cleaning charges, late charges, late leaving penalty, lockout charges, and any other financial obligations of the Lessee under said lease, regardless of our non-occupancy of the leased premises.

We further agree that any notices on any breaches of the within lease by Lessee may be sent to us by ordinary mail of Lessor desires to do so, although the sending of such notices shall not be prerequisite to our liability.

We further agree and understand that this guarantee may be executed in several different counterparts and when attached to the lease of which this refers shall become an integral part thereof.

Signature Date

Signature Date

Address

Address

Signature Date

Signature Date

Address

Address

Signature Date

Signature Date

Address

Address



CM & F ASSOCIATES 521 EAST BEAVER AVENUE, STATE COLLEGE, PA 16801 (814) 237-9734

PARKING LEASE

NAME: _____ UNIT NO. _____

I, THE UNDERSIGNED, UNDERSTAND THAT PARKING ON CM & F Associates private property does not give me the right to block ingress and egress to the buildings, fire lanes, other parking places, or dumpsters. I may not take up two parking spaces or park in the "Office Visitors" parking spaces. If my parking space is occupied, I will immediately advise only the leasing agents in the Rental Office. If the office is closed, I will place a note in the mailbox with the required information. I understand that there is head-in parking only.

If there is a permanent change of my vehicle, I will notify the office accordingly.

I understand that if I park a different vehicle (other than the one registered) on CM & F Associates private property, for emergency reasons only, I will clear it through the rental office immediately and abide by their temporary parking policy.

I UNDERSTAND THERE IS LIMITED WEEKEND GUEST PARKING AVAILABLE. CARS ILLEGALLY PARKED AT ANY OTHER TIME WILL BE TOWED. I AGREE TO ADVISE MY FAMILY AND GUESTS ACCORDINGLY. GUEST PASSES MIGHT BE AVAILABLE IN ADVANCE DURING NORMAL OFFICE HOURS.

I understand also that I park at Beaver Gardens at my own risk. CM & F Associates assumes no responsibility, either expressly written or implied, for the safety and well being of the vehicle. The risk is completely that of the parking tenant.

PARKING RULES

1. Any car found illegally parked will be towed without notice, at the owner's expense.
2. Any car parked in a rented space must have a sticker from Beaver Gardens Management labeled with the space number. The sticker must be applied to the rear window by peeling off the back and located to be clearly visible. Head in parking only.
3. Parallel parking in the front lot will be 15 minutes maximum, with the flashers on.
4. Office spaces are reserved for office use only, 24 hours a day, 7 days a week. Violators will be towed immediately unless a guest pass is obtained in advance.
5. In the event that a rented space is being used by another car, with the tenant's permission, the car must be appropriately marked.

I hereby intend to park and to pay rent to "CM & F Associates" in the following terms and amounts:

August upon arrival until end of following summer term - \$700 for entire year paid in full by August 15 before move-in.

Summer Arts Festival parking is included in annual parking permit.

VEHICLE DESCRIPTION:

MAKE: _____ COLOR: _____ LICENSE: _____

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

SIGNATURE OF LESSEE: _____ DATE: _____

SIGNATURE OF LESSOR: _____ DATE: _____



CM & F ASSOCIATES 521 EAST BEAVER AVENUE, STATE COLLEGE, PA 16801 (814) 237-9734

“CONDITIONS OF OCCUPIED UNIT” ADDENDUM

In the event of a partial change in tenancy at anytime during the continuation of a lease period, CM & F Associates assumes no liability or responsibility for the general cleanliness or maintenance of the unit whatsoever. CM & F Associates is only responsible for cleaning and maintenance after the lease period is completed and all tenants vacate the unit with all of their personal belongings.

A partial change in tenancy is defined as any change in tenancy less than 100 percent of the tenants at any time during the lease period.

Should the lease be renewed by any or all of the tenants, the unit shall fall under the continuation of the lease period and no responsibility for cleaning or maintenance by CM & F Associates shall be provided at any time including the period between the prior lease and the renewed lease whatsoever.

All tenants including incoming, outgoing, and remaining shall collectively be responsible for the cleanliness, maintenance, and condition of the unit within the terms and conditions of the lease.

In witness hereof, the parties hereto intending to be legally bound hereby have caused this agreement to be duly executed the day and year as noted below.

CM & F ASSOCIATES

CM & F Associates: Lessor: _____ Date: _____

Tenant: Lessee: _____ Date: _____

Tenant: Lessee: _____ Date: _____

Tenant: Lessee: _____ Date: _____

Tenant: Lessee: _____ Date: _____

Tenant: Lessee: _____ Date: _____

Tenant: Lessee: _____ Date: _____



CM & F ASSOCIATES 521 EAST BEAVER AVENUE, STATE COLLEGE, PA 16801 (814) 237-9734

2022-2023 End of Lease Early Rent Termination Amendment

This Amendment, made this _____ day of _____ two thousand and _____, by and between _____ (hereinafter collectively referred to as Lessee) and CM & F Associates, (hereinafter called Lessor) witnesseth that the parties covenant and agree as follows:

The Tenants/Lessees, and the Landlord/Lessor hereby agree to terminate their 2022-2023 Lease Agreement and to vacate the premises entirely no later than July 10, 2023.

The Landlord agrees that upon execution of this Amendment to the Lease and to vacating the unit by the date above the twelfth and last rental payment shall be cancelled.

In witness hereof, the parties hereto intending to be legally bound hereby have caused this Amendment to the Lease to be duly executed the day and year first above written.

CM & F ASSOCIATES

CM & F Associates: Lessor: _____

Tenant: Lessee: _____

Tenant: Lessee: _____

Tenant: Lessee: _____

Tenant: Lessee: _____

Tenant: Lessee: _____

Tenant: Lessee: _____

2022-2023
PATIO TOWNHOUSE
ONE YEAR LEASE AGREEMENT
WITH NO SUMMER SUBLET OPTION

This agreement, made this ____ day of _____ two thousand and _____, by and between _____ (hereinafter collectively referred to as Lessee), and CM & F Associates, (hereinafter called Lessor). Witnesseth that the parties covenant and agree as follows:

The unit to be provided is unit _____ with an address for receiving mail and electrical service as follows:

Tenant Name
522, 524 Wilson Alley
525, 527, 529, 531, 533, 535, 537 East Beaver Avenue
State College, PA 16801

1. Lessor hereby demises, leases and lets unto the Lessee the townhouse of ____ rooms, and ____ baths to be used and occupied as a living unit only and for no other purposes, upon the following terms and conditions and to agree to not summer sublet the unit under any conditions to wit:
 - A. Term of this lease nominal one year (11.5 months) or one year (12.0 months) with renewal.
 - B. Lease Renewal for the following year shall be completed with the submission of a new signed Lease no later than September 30, 2022.
 - C. Commencement date of lease _____ day of August A. D. 2022.
 - D. Expiration date of lease _____ day of August A. D. 2023 or as amended by end of lease Early Rent Termination Amendment.
 - E. Total rental for entire term payable by Lessee to Lessor. \$ _____
 - F. Period rental payment per month. \$ _____
 - G. Parking charges by separate agreement. \$ _____ --- _____
 - H. Rental deposit equivalent to one month's rent. \$ _____
 - I. Late charge if rent not paid in full at \$3.00/day.
 - J. Due date for each payment is the first day of each month during the term hereof.
 - K. This lease is non-renewable except as set forth in Paragraph 17 hereof.
 - L. Lessee will occupy premises only as living unit.
 - M. Maximum number of occupants under this lease _____
2. The Lessee agrees to occupy the premises and comply with all the terms and conditions of the lease agreement.
3. The Lessee acknowledges receipt of a true and correct copy of the lease agreement and acknowledges that he has read the provisions of this lease and is entirely and fully familiar with all of the contents therein set forth.

4. PAYMENT OF RENT

- A. RENT WILL BE ACCEPTED BY INDIVIDUAL CHECKS BY MAIL OR DEPOSIT AT THE RENTAL OFFICE. Payment by credit card is not an option.
- B. All rent is due on the first day of each month. Beginning the second day, there is a three dollar (\$3.00) per day late charge retroactive to the first day of the month. If the first of the month falls on a Saturday or Sunday, rent will be accepted on the following work day without penalty. Charges are filed with the District Magistrate on the eleventh day of each month against all individuals who are delinquent in paying rent.
- C. Rent may be paid between the hours of 8:00 a.m. and 5:00 p.m. in the Rental Office of CM & F Associates, 521 East Beaver Avenue, State College, PA. Please make all checks payable to "CM & F Associates" including the townhouse number. If the hours are not convenient for you, please mail your payments to CM & F Associates, 521 East Beaver Avenue, State College, PA 16801.
- D. Any checks that are returned from your bank marked insufficient funds will be regarded as outstanding rent. There will be a \$30.00 charge for all NON-SUFFICIENT FUNDS checks. This check should be made good immediately by CASH, MONEY ORDER, OR CERTIFIED CHECK plus \$3.00 per day late charges retroactive to the first of the month. We will not redeposit the original check. All future payments made by a person who has had a NON-SUFFICIENT FUNDS check will have to pay by CASH, MONEY ORDER, OR CERTIFIED CHECK: No personal check will then be accepted.
- E. PAYMENT SCHEDULE

| | |
|----------------|-------------|
| Payment No. 1 | August 15 |
| Payment No. 2 | September 1 |
| Payment No. 3 | October 1 |
| Payment No. 4 | November 1 |
| Payment No. 5 | December 1 |
| Payment No. 6 | January 1 |
| Payment No. 7 | February 1 |
| Payment No. 8 | March 1 |
| Payment No. 9 | April 1 |
| Payment No. 10 | May 1 |
| Payment No. 11 | June 1 |
| Payment No. 12 | July 1 |

5. SUBMISSION OF FIRE SAFETY CERTIFICATE

- A. In order to comply with State College Borough Ordinance No. 1817 which requires verification of the presence of operational smoke detectors in all residential units we are requesting your assistance with the completion of the tenant testing and submission of the required FIRE SAFETY CERTIFICATE immediately upon entering your unit at the beginning of your Lease. Please return to the office. Keys will be issued upon receipt.
- B. Tenant witness signature confirms that smoke detectors were fully operational at date of occupancy and that:
 - 1) Tenant accepts responsibility for not tampering with or rendering inoperative any/all smoke detectors at any time.

- 2) Notifying the Landlord immediately if at any time if any problem occurs with any/all smoke detectors in the unit. Defective smoke detectors, if they exists, will be replaced at no cost to the taxpayer.
- 3) Acknowledges the importance of a properly operational smoke detector in the interest of personal safety of all tenants and guests.

6. UTILITIES:

| <u>UNITS A, B, C:</u> | <u>PROVIDED BY LANDLORD</u> | <u>PROVIDED BY TENANT</u> |
|-----------------------|-----------------------------|------------------------------------|
| | Sewer | Internet |
| | Water | Electricity |
| | Trash | Electric Heat and Air Conditioning |
| | Cable TV | Electric Hot Water |
| | Lawn Care and Snow Removal | |

- 7. The rental deposit above provided for will be retained by Lessor until the expiration of the term of the lease and shall be refunded to the Lessee fourteen (14) days after the unit is vacated, inspected, and the keys returned provided that (1) premises have been vacated and (2) Lessor shall have inspected the premises after such vacation. The said deposit is placed by the Lessee with the Lessor as deposit for damages caused by Lessee to the premises during the term of this lease. Lessee agrees not to consider this deposit as a rental payment, but this shall not preclude Lessor from refusing to return the deposit for non-payment of rent or for the breach of any other condition in the lease by the Lessee.
- 8. Lessee will without demand:
 - A. Lessee will not damage the premises and will peaceably deliver up and surrender possession of the demised premises to Lessor at expiration or sooner termination of the lease in a clean and good condition. Lessee shall promptly deliver to Lessor at its office all keys for the demised premises. Lessor shall have the right to inspect the unit for damage and cleanliness prior to the expiration of this lease.
 - B. Use every reasonable precaution against fire and give to Lessor prompt written notice of any accident, fire, or damage occurring on the demised premises.
 - C. Each unit is equipped with one (1) chemical, five pound ABC fire extinguisher. At the commencement of this lease, and during the term of this lease, Lessee shall carefully examine the extinguisher and notify Lessor if extinguisher is in need of any service. In the event the extinguisher disappears, is misused, or tampered with by any person while in the custody of Lessee, Lessee shall pay for the cost of replacement, repair, or recharge of the extinguisher.
 - D. Indemnify and save Lessor harmless from any and all claims, loss, damage, or injury occasioned by a breach of any of the covenants, terms, and conditions of this lease by Lessee, his family, guests, visitors, agents, and employees.
 - E. Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises prior to the expiration of this lease, or any renewal thereof, Lessee will follow the management procedure and policies for assignment of the remaining lease.

9. Lessee will do none of the following things without the consent in writing of Lessor first hand and obtained:
- A. Occupy the demised premises in any other manner or for any other purpose than as above set forth or assign this lease or sublet the demised premises or any part thereof. Any levy, execution or sale, or any proceedings, voluntary or involuntary, involving bankruptcy, receivership or insolvency, assignment to or composition with creditors, shall be a violation of this lease.
 - B. Place or allow to be placed any stand, booth, showcase, or other obstruction upon the doorsteps, or outside walls or pavement of said premises or the building of which the said premises form a part, or place any sign, notice, legend or advertising on said building or premises or upon any door or window thereof, or exhibit or cause to be exhibited the name of Lessee in any place except where provided by Lessor for such purpose.
 - C. Make any alterations, improvements, or additions to the demised premises. All alterations, improvement, additions, or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor unless Lessor shall, prior to the determination of this lease, have given notice to Lessee to remove the same in which event Lessee will remove such alterations, improvement, and additions and restore the said premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, collecting the cost and expense thereof from Lessee as additional rent.
 - D. Use or operate any machinery, equipment, or appliances that, in Lessor's opinion, are unsafe, harmful to the building, or disturbing to other tenants occupying other units thereof.
 - E. Lessee shall not bring in any refrigerator, dishwasher, washer-dryer or any other appliance without the prior written consent of landlord.
 - F. Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.
 - G. Do or suffer to be done any act, matter or thing objectionable to the insurance companies whereby the fire insurance now or hereafter in force on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have benzene or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant, in addition to all other remedies given to Lessor in case of the breach of any conditions of covenants of this lease, Lessee agrees to pay to Lessor as additional rent any and all increases or premiums on all insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the Lessee or his occupancy.
 - H. Remove, attempt to remove, or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of continuing occupancy, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.
 - I. Vacate or desert said premises during the term of this lease or permit the same to be emptied and unoccupied.

- J. Permit the premises to be occupied by any persons other than the persons listed as occupants on the rental applications.
- K. Lessor shall have the right to authorize any person to go in to inspect the leased townhouse and every part thereof, and/or at its option to make or cause to be made repairs, including but not limited to the following:

October: Install covers on air conditioning units
December: Clean all sink and bathtub drains
April: Remove covers on air conditioners
May-June: Complete unit inspections for repair/replacement
July/August: Complete repairs and replacements of doors, frames, and hardware, cabinetry and countertops, moveable furniture, appliance operations and conditions, window blinds, shower doors, plumbing fixtures and operation, lighting fixtures and switches, clean exhaust fans, air conditioner filters, shampoo carpeted floor coverings and upholstery, clean all sink and bathtub drains, service fire extinguishers (code requirement), and replace smoke detector batteries (code requirement)

10. FIRE DAMAGE AND/OR RESTORATION

- A. In the event that the demised premises or the building of which the demised premises are a part shall be totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the Lessee or those employed by or acting for Lessee and that, in Lessor's sole opinion, the same cannot be repaired or restored within sixty (60) days from the happening of such damage, this lease shall absolutely terminate although the demised premises may not be affected and rent shall abate for the balance of the term.
- B. If the damages caused as above be only partial and such that in Lessor's sole opinion the premises can be restored to their former condition within sixty (60) days, Lessor, may at its option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. Lessor shall exercise such option to restore the premises or terminate the lease by giving notice to Lessee within thirty (30) days from the day Lessor received notice that the demised premises had been destroyed or damaged by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenable. In either event, the rent shall be apportioned and/or suspended during the time Lessor is in possession, taking into account the proportion of the demised premises rendered untenable and the duration of Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover the excess payment, if any.
- C. Lessor shall not be liable for any damage, compensation, or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises.

11. Lessor shall, any law, usage, or custom to the contrary notwithstanding, have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Lessor in refraining from so doing at any time or times, and Lessor's failure at any time or times do enforce its right under said covenant and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this lease or as having in any way or manner modified the same.
12. Lessee represents and warrants that the rental application submitted by Lessee is and was true and correct, and that such representation and warranty shall survive for the entire term of this lease and any and all extensions or renewals hereof. In the event that any representation on said application is not true and correct, whether relied on by Lessor or not, Lessor shall, at any time, have the right to terminate forthwith this lease. Upon notice to Lessee, and upon said termination, Lessor shall have no further liability hereunder.
13. If Lessee fails to pay any rent or any charge herein reserved, included or agreed to be paid by Lessee when the same is due, or otherwise violates, breaches or fails to perform or observe any covenants, term or condition herein contained, thereupon ip so facto and without entry or other action by Lessor.
 - A. The rent for the entire unexpired balance of the term of this lease, as well as all other charges, payments, costs, and expenses herein reserved, included or agreed to be paid by Lessee, or at the option of Lessor any part thereof, shall become due at once, and if this lease or any part thereof is assigned, or if the premises of any part thereof is sublet, Lessee hereby irrevocably constitutes and appoints Lessor, Lessee's agent, to collect the rents due by such Assignee or Sublessee and apply the same to the rent due hereunder without in any way affecting Lessee's obligations to pay any unpaid balance of rent due hereunder or in the event of any of the foregoing at any time at the option of the Lessor.
14. In the event of any default as above set forth in Section 11, Lessor or anyone acting on Lessor's behalf, at Lessor's option:
 - A. May enter the premises and, without demand, proceed by distress and sale of the goods there found to levy the rent and/or other charges, payments, costs, and expenses herein reserved.
 - B. May lease said premises or any part or parts thereof to such person or persons as may in Lessor's discretion seem best, and Lessee shall be liable for any loss of rent for the balance of the then current term.
 - C. If the Lessee shall violate any covenant or condition herein contained or shall to vacate the demised premises at the end of any term, then this lease shall absolutely determine at the option of the Lessor, with no written notice required.
 - D. The waiver, by Lessor in its sole discretion, of any provision of this lease shall not operate to avoid or alter the remaining objections of Lessee. Should Lessor determine, in its sole discretion, to excuse any single later payment or rent, this shall not operate to relieve Lessee of the duty to make all other rental payments in a timely fashion.

15. All of the remedies herein before given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No termination of this lease nor the taking or recovering possession of the premises shall deprive Lessor of any of its remedies or actions against Lessee for rent due at the time or which under the terms hereof would in the future become due as if there had been no termination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.
16. In the event that the premises demised or any part thereof is taken or condemned for a public or quasi use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken to condemned or shall cease if the entire premises be so taken. In either event, Lessee waives all claims against Lessor by reason of the complete or partial taken of the demised premises and Lessee shall not be entitled to any notice whatsoever of the partial or complete termination of this lease by reason of the aforesaid.
17. This lease and all of its terms, covenants and provisions are and each of them is subject and subordinate to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land of the buildings contained the same, and Lessee expressly agrees that if Lessor's control or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and Lessee shall, thereupon, give immediate possession, and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.
18. All notices required to be given by Lessor or Lessee shall be sufficiently given by leaving the same upon the demised premises but notices given by Lessee to Lessor must be given by mail, and as against Lessor, the only admissible evidence that notice has been given shall be certified mail return receipt signed by Lessor or its agent.
19. Lessee agrees to the following rules and regulations and such other rules and regulations as are adopted by Lessor from time to time:
 - A. Lessee shall not make or permit any disturbing noises to be made in the complex by himself, members of his family, guests, his agents, servants, or licenses nor do or permit anything to be done that will interfere with the rights, comforts, or convenience of other tenants. Lessee shall not play or suffer to be played any musical instrument, phonograph, television, or radio in the demised premises between the hours of 10:30 p.m. and the following 8:30 a.m., if the same shall disturb or annoy other occupants of the complex.
 - B. Lessee shall keep the premises in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the premises leased any dirt or other substance out of the windows of said complex.
 - C. No ash can, garbage can, or other articles whatsoever shall be placed outside nor shall anything be hung from the windows except blinds provided by Lessor or placed upon windowsills. Neither shall any tablecloth, clothing, laundry, curtains, rugs, or other articles be shaken or hung from any other windows.
 - D. Commode and other water apparatus shall not be used for any other purpose than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags, or any other improper articles be thrown into the same; and any damage resulting from misuse thereof shall be borne by the Lessee upon whose premises it shall have been caused.

- E. No animals shall be carried or kept in or about the premises.
- F. Garbage, refuse, and other waste matter shall be disposed within trash dumpsters located onsite.
- G. Lessee, his family, invites, and guests shall not walk on planted areas, and Lessee shall be responsible for all damages to such areas resulting from such conduct.
- H. Delivery of furniture, furnishings, or freight in the initial entry of occupancy by Lessee shall be made only after notice is given to Lessor.
- I. Lessee will not add, remove, enter, or change any locks without the prior written consent of Lessor.
- J. Lessee, his family, invites, and guests shall not wash, clean, polish, or repair any motor vehicle in parking area nor in any portion of the premises.
- K. Lessee shall not park or store or suffer to permit to be parked or stored in any parking area any truck, trailer, or disabled motor vehicle.
- L. Lessee will not barbecue on any patio or within any apartment.
- M. Lessee will not store any paint, oil, gasoline, or flammable materials in the units.
- N. No water-filled furniture (such as beds, chairs, etc.) will be allowed in any unit. Any violation of this will be fined \$1,000.00.
- O. No bicycles shall be left in any public sidewalk or reserved parking area. Lessor shall have the right to remove and impound any bicycles found in violation of these rules and to impose a charge of \$25.00 for the return of any impounded vehicle.
- P. Lessee shall periodically inspect the smoke detector with which the unit is equipped and shall report any malfunction, should Lessee permit the smoke detector to be damaged in any way.
- Q. PARKING - In the event Lessee leases a parking space from the Lessor, it will be in the designated area specified by the Lessor. Lessee shall not park any vehicle so as to block access to the complex, exits from the parking lot, or any other parking place. In the event the vehicle is improperly parked, the Lessor has the authority to have the vehicle towed and removed from the property of the Lessor at the vehicle owner's expense.
- R. Should Lessor determine to bring in an exterminator to spray all of certain designated units in a particular building or perform other services, Lessee shall, upon twenty-four (24) hours' notice, remove all articles from closets and cupboards and shall admit Lessor's and/or exterminator's employees to the unit for the purpose of performing such services.
- S. Lessee shall be responsible for all damage or injury resulting from any violation of these rules and regulations.

- T. Lessor reserves the right to rescind any of these rules and to make such other and further rules and regulations as, in Lessor's judgment, may from time to time be needed for the safety, care, maintenance, operation, and cleanliness of the building and for the preservation of good order therein, which when so made and notice thereof is given to Lessee, shall have the same force and effect as if originally made a part of the foregoing lease. However, such other and further rules shall not be inconsistent with the proper and rightful enjoyment by Lessee under the foregoing lease of the premises therein referred to.
20. Lessor hereby covenants and agrees that Lessee, paying the rents and keeping the covenants of this lease, shall lawfully and quietly hold, occupy and enjoy said premises during the said term without any let, ejection, or molestation except as herein provided by Lessor.
21. This lease and any riders attached hereto and forming part hereof contain the entire agreement between the parties with respect to the demised premises, and no agent, representative, or officer of the parties has authority to make or has made any promise, statement, agreement, or representations, either oral or written, in connection herewith modifying, adding to, or changing the terms and conditions set forth herein. There are no promises, statements, agreements, or representation, either oral or written, between Lessor and Lessee other than as herein set forth. No dealing between the parties or custom shall be permitted to contradict, vary, add, or modify the terms hereof. No subsequent alterations, amendment, change, or addition to this lease, except as otherwise provided herein with respect to rules and regulations, shall be binding upon the parties unless reduced to writing and signed by them.
22. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants, and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or part mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to anyone thereof and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit or to any assignee or the Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.
23. The dates on this lease are from 12:00 noon to 12:00 noon. A late leaving penalty of \$50.00 per day to defray our increased expenses is due from tenants not complying with this restriction. In addition, Lessee will be responsible for housing expenses of any new tenant who is unable to move into the unit as a result of the failure of Lessee to move out in compliance with this lease. The term of this lease is the period specified in Paragraph 1(A) hereof. Tenants are not entitled to any deductions from their periodic rental payments because the last day of the term is any time prior to the last day of the month.
24. The leased premises are served by a separate electric meter. Lessee agrees to pay all electric charges during the period of this lease and agrees to hold Lessor harmless from any such charges.
25. Lessor shall not be responsible for any telephone or internet service of Lessee. Lessor shall provide premises wire between the network interface point and a modular jack in the premises herein demised. Lessee shall be responsible for line connection charges, monthly line charges, and any other charges in connection with Lessee's use of the lines, together with any charges for the use of instruments.
26. Buildings are available for inspection. Landlord makes no representation or warranty with respect to specific dimension of a particular townhouse.

27. RENT PAYMENT SCHEDULE

| | |
|----------------|-------------|
| Payment No. 1 | August 15 |
| Payment No. 2 | September 1 |
| Payment No. 3 | October 1 |
| Payment No. 4 | November 1 |
| Payment No. 5 | December 1 |
| Payment No. 6 | January 1 |
| Payment No. 7 | February 1 |
| Payment No. 8 | March 1 |
| Payment No. 9 | April 1 |
| Payment No. 10 | May 1 |
| Payment No. 11 | June 1 |
| Payment No. 12 | July 1 |

28. PARKING PAYMENT SCHEDULE

August upon arrival until end of following summer term - \$700 for entire year paid in full by August 15 before move-in.

Summer Arts Festival parking is included in annual parking permit.

In witness hereof, the parties hereto intending to be legally bound hereby have caused this agreement to be duly executed the day and year first above written.

CM & F ASSOCIATES

CM & F Associates: Lessor: _____
Frederick J. Fernsler, Managing Partner Date

Tenant: Lessee: _____
Date

Tenant: Lessee: _____
Date

Tenant: Lessee: _____
Date

Tenant: Lessee: _____
Date

Tenant: Lessee: _____
Date

Tenant: Lessee: _____
Date

PARKING **AGREEMENT**

Parking spaces on the premises will be by lease agreement only. Townhouse units A and C which have three bedrooms will be guaranteed access to two rental parking spaces, and townhouse unit B, which has two bedrooms will be guaranteed access to one rental parking space. All requests for parking spaces shall be made with original Application and Agreement to Lease. Any additional available parking will be rented on a “first come” basis. All parking shall be paid for prior to the initiation of the Lease period.

If a rented parking space is not obtained by the move-in date stipulated in the lease, vehicles may not be parked on the premises of Beaver Gardens other than to load or unload during move-in or move-out. Any vehicle not renting a space will be towed.

Do not bring a vehicle to Beaver Gardens on the move-in date and expect to park without prior arrangements. Unauthorized parking will result in towing.

You may at your discretion rent additional parking spaces immediately behind Beaver Gardens at Calder Commons located as follows:

Calder Commons
520 East Calder Way
State College, PA 16801
(814) 238-3456

It would be in your best interest to make arrangements for your parking space prior to leaving town in the spring. Parking space is limited so please make your own arrangements if not on-site at Beaver Gardens.

PARKING RULES

1. Any car found illegally parked will be towed without notice, at the owner’s expense.
2. Any car parked in a rented space must have a sticker from Beaver Gardens Management labeled with the space number. The sticker must be applied to the rear window by peeling off the back and located to be clearly visible. Head in parking only.
3. Parallel parking in the front lot will be 15 minutes maximum, with the flashers on.
4. Office spaces are reserved for office use only, 24 hours a day, 7 days a week. Violators will be towed immediately. A maximum of four spaces may be available for guest parking on Saturday and Sunday. Guest passes must be obtained from the office by noon on Friday with a limit of one per unit.
5. In the event that a rented space is being used by another car, with the tenant’s permission, the car must be appropriately marked.

I, the undersigned, understand that parking on CM & F Associates private property does not give me the right to block ingress or egress to the buildings, fire lanes, other parking places, or dumpsters. I may not take up two parking spaces or park in the "Office Visitors" parking spaces. If my parking space is occupied, I will immediately advise only the leasing agents in the rental office. If the office is closed, I may contact Tennis Towing at 234-9700 and have the car removed; at the car owner's expense. I understand that there is head-in parking only.

If there is a permanent change of my vehicle, I will notify the office accordingly.

I understand that if I park a different vehicle (other than the one registered) on CM & F Associates private property, for emergency reasons only, I will clear it through the rental office immediately and abide by their temporary parking policy.

I UNDERSTAND THERE IS LIMITED GUEST PARKING AVAILABLE. CARS ILLEGALLY PARKED AT ANY OTHER TIME WILL BE TOWED. I AGREE TO ADVISE MY FAMILY AND GUESTS ACCORDINGLY.

ARTS FESTIVAL PARKING IS NOT AVAILABLE AS "WEEKEND GUEST PARKING".

I also understand that the time period for the leased parking coincides with the University's term dates.

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

PARTY **AGREEMENT**

We agree to conform fully to all rules and regulations of the lease, and in addition, we will obey all of the following rules and regulations which are hereby made a part of the original lease:

1. The lease specifies that all music and activity will not disturb other tenants, either interior or exterior.
2. You are responsible for having all tenants and guests comply with all Parking Regulations. All illegally parked cars will be towed.
3. No articles such as cups, bottles, etc., shall be thrown. Should such an incident occur, local police will be notified and any time spent on cleanup will be charged to the original tenants on the lease. Police may also end the party at their discretion or at the discretion of the Manager.
4. No legal drinking of alcoholic beverages beyond the patio is permitted.
Partying is to be contained to the immediate townhouse and patio area.
Remember, you are in control of your party; your guests are your responsibility.
5. The Manager of Beaver Gardens has complete authority. Any disrespect from a guest at your party or a resident will result in a report being filed. Should a problem exist, the Manager may end the party or summon local police.
6. Overcrowding is not permitted. Should the Manager determine your crowd of guests to be too large, you must take corrective action. Overcrowding is prohibited by the Municipal's fire code regulations.
7. All parties must conform to the Borough of State College Noise Ordinance.
8. No beer kegs should be placed in bathtubs or refrigerators. Damage resulting will be billed directly to you.
9. Any acts of vandalism, verbal and/or physical misconduct will be reported directly to the police for their prompt investigation or be cause for disciplinary action by the Manager.
10. Any damages resulting to the premises or the buildings may be charged directly to you as well as the guarantor, whose name appears on your lease.
11. Should you create any debris outside your townhouse, please clean up by noon of the following day.
12. Please be advised that police may enter a unit without a warrant by "Probable Cause". Be advised also of your responsibility under the law to not serve any alcohol to anyone under 21 years of age. Random visits shall be made by the police at any time.

WE AGREE TO THE ABOVE RULES AND REGULATIONS AS SET FORTH.

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

GENERAL INFORMATION

OFFICE SERVICE:

The CM & F Associates office rents and maintains Beaver Gardens. The mailing address is:

CM & F Associates
521 East Beaver Avenue
State College, PA 16801
Telephone: (814) 237-9734

Rent payments are to be made at CM & F Associates, 521 East Beaver Avenue, between 8:00 a.m. and 5:00 p.m., Monday through Friday by the first of each month.

PATIO TOWNHOUSE CARE:

All tenants are expected to keep their patio townhouses clean and orderly. Tenants are responsible for providing all cleaning as required to maintain their unit, including providing their own vacuum cleaners and other utensils necessary.

All flooring including carpeting and vinyl shall only be generally cleaned by the landlord prior to occupancy by each tenant group. All required cleaning thereafter shall be the responsibility of the tenant, including cost. The landlord does not provide intermittent cleaning and/or janitor services for the tenants even if a multi-year lease.

Bathroom exhaust fans are automatic to avoid the space of moisture to minimize the formation of mold and/or mildew. Proper cleaning of all of the bathroom surfaces shall be provided as necessary by the tenant to eliminate the formation of mold and mildew. In the event the exhaust fan becomes inoperable contact the office immediately for repair.

You may add whatever pieces of furniture you like to the units. Paintings, posters, etc., may be hung on the walls. **HOWEVER, PLEASE USE SMALL NAILS OR THUMB TACKS INSTEAD OF STICK-ON TAPES.** These tapes cause considerable damage to walls when they are removed. Charges will be made at termination of lease for these damages.

Tenants are responsible for the condition of furniture. The furniture may **NOT** be cleaned with water. Furniture polish is advisable. Please use a coaster under your glassware.

Fiberglass tub enclosures may only be cleaned with non-abrasive cleaners. If you would like any recommendations, please call the office.

INSURANCE:

CM & F Associates **IS NOT** responsible for personal property. Should you be concerned with the possibility of fire or theft, you should contact your personal insurance agent about Renter's Insurance.

LOCKS:

Each townhouse exterior entry door has a dead bolt lock. This lock is changed prior to the start of each lease period so no former occupants retain keys which will gain access to the units. Should you desire an additional change of dead bolt lock, you may do so at your expense with our permission and with our locksmith. Please contact our office for his name and phone number and for our permission. Once the lock is installed, it becomes part of the building and cannot be removed.

Each bedroom door may have a keyed lock for your convenience. These locks are not changed prior to the start of each lease period. These keys should be returned to our office when you check out at the end of the lease.

SMOKE DETECTOR & FIRE EXTINGUISHERS:

Your townhouse was furnished with Smoke Detectors. Should these units be missing, the charge for replacement is \$25.00 each. Each tenant shall test all of the detectors and sign a Fire Safety Certificate prior to occupying the unit according to the requirements of the local ordinance.

The working order of the detector may be tested by pushing the test button. Should the alarm fail to sound, contact the Rental Office immediately.

Each townhouse is equipped with one (1) chemical, five pound ABC fire extinguisher. Lessee agrees to use such extinguisher for the purpose of extinguishing fires only. In the event the fire extinguisher is misused or tampered with while in the custody of the Lessee, the cost for recharging or repairing extinguisher shall be paid by the Lessee. Cost of replacement shall be \$50.00.

LOCK OUTS:

During office hours, 8:00 a.m. to 5:00 p.m., there will be a \$5.00 lock out fee. You may obtain a key from the Rental Office. After 5:00 p.m., you must call 814-237-9734 and make your request via a voice message. Someone will be called to unlock the townhouse door. After the office is closed, there will be a \$20.00 lock out fee. This fee also applies to lock outs on holidays and weekends. This fee will be charged to your account and must be paid with the following month's rent. If a key is lost, the charge for our making another one is \$5.00.

PETS:

No animals whatsoever shall be carried or kept in or about the premises. Violation of this rule could result in excess of a \$200.00 extermination fee plus a \$25.00 per day penalty charge for each day the animal remains on the premises. After notice from the office, ultimate eviction may result should the animal not be removed.

TOILET STOPPAGE:

Should you experience a toilet stoppage and an overflowing commode, immediately shut the water off to the commode by turning the valve off which you will find in your bathroom at the base of the commode. We also have provided in each unit a small plunger which can alleviate most stoppages quickly, thus minimizing any inconvenience created. We also remind all residents that at no time are they to flush sanitary napkins, tampons, disposable diapers, or rags down the commode. This will result in sewer line backup which will not only damage your townhouse, but your neighbor's as well. Any damage resulting from negligence will be charged to the tenant. In the event of a stoppage, the tenant shall call Roto-Rooter at 814-280-7010 for emergency service billed to CM&F Associates.

MOTORCYCLES:

Motorcycles are considered a motor vehicle and may not be parked along the buildings, near the bike racks, or inside the buildings. Each motorcycle will need a parking sticker, there will be one motorcycle per parking space.

TRASH REMOVAL:

There is an on-site trash dumpster for all trash. There will be a \$12.00 charge for any trash that has not been disposed of properly. No trash will be permitted to be stored in any unit or anywhere on the grounds other than in the dumpster.

DISHWASHERS:

Only detergents especially designed for dishwashers - such as Cascade - should be used. Do not use regular laundry or dish detergent. This will cause overflowing.

In dishwashers having one soap section, place one (1) heaping tablespoon of detergent into the bottom and one heaping tablespoon into the soap tray. In dishwashers having two (2) soap sections, place one (1) heaping tablespoon of detergent into each section.

The cycle runs approximately sixty (60) minutes on all dishwashers.

GARBAGE DISPOSAL:

The garbage disposal is located under your sink and is operated by a switch directly beside it. The disposal may be used only when the water is running. Any type of metal, large bones, or hot grease into the disposal must be avoided. We will have no alternative but to charge anyone whose disposal breaks as a result of jamming from these objects.

Before reporting your garbage disposal as being inoperative, please push the reset button located on the disposal, which in many cases will alleviate the problem. Residents are reminded not to place bones and banana peels down the drain. Pop-top can tabs, grease, and cigarette filters will jam and many times permanently break a garbage disposal. It is also essential that cold water be kept running during the using of the disposal.

REFRIGERATORS:

Refrigerators are self-defrosting. Do not try to remove any ice manually other than by defrosting.

MICROWAVE:

Do not put any type of metal or foil objects in the microwave at any time. Please refer to the operating manual for any other information you may need to operate your microwave properly.

ELECTRICAL INFORMATION:

Should you lose electrical service in your townhouse or in one section of your unit, please check the breaker box located in your townhouse unit to see if a breaker has been tripped. In the event a breaker has been tripped, simply reset the power switch which should alleviate the problem.

The leased premises are served by a separate electric meter. Lessee agrees to pay all electric charges during the period of this lease and agrees to hold Lessor harmless from any such charges. Lessee also agrees to hook up and disconnect electric in their townhouse at the beginning and end of their lease, West Penn Power's phone number is 800-686-0021.

ROUTINE MAINTENANCE REQUESTS:

Routine service requests for Beaver Gardens may be called in during the day at 814-237-9734. Your call will be responded to within 48 hours from the time it is received. All you are required to do is give the nature of your complaint, your townhouse number, and your telephone number. Personal visits to the Rental Office will not be necessary.

EMERGENCIES:

In the event that you have an emergency, please phone day or night at 814-237-9734. A maintenance person will be dispatched to take care of the problem. The following are considered emergencies: flood, fire, sewer backup, no heat, no hot water, overflowing of commode resulting in flooding, broken pipes, water penetrating ceiling from floor above. Clogged toilets nights or weekends can be repaired by calling Roto-Rooter at 814-280-7010 and billed to the landlord.

LIGHTS:

CM & F Associates has furnished your unit with working light bulbs and kitchen fluorescent light bulbs. We will replace all burned out light bulbs at our expense at the beginning of each lease period (late August). All other light bulb replacement will be at the landlord's expense and available at the Rental Office.

TELEVISION CABLE:

Each townhouse is supplied with television cable outlets. If any piece is missing when the townhouse is vacated, there will be a charge for replacement. See attached list for cable channels provided by Beaver Gardens. Tenant to obtain receptor box at Comcast Cable at no charge. Box is responsibility of tenant including any costs for damage repair. Contact our office for any repairs on the television and cable reception.

INTERNET SERVICE:

Tenants shall arrange for their own internet service. The tenant shall pay for all services.

POST OFFICE BOX SERVICE:

There is a post office box located near the Rental Office for pick-up and delivery services. To obtain a key to your box please contact the Rental Office for your key.

GENERAL INFORMATION:

WEST PENN POWER - 800-686-0021

COMCAST - 800-934-6489
1155 Benner Pike, State College, PA 16801

VERIZON - 800-660-7111

STATE COLLEGE BOROUGH POLICE - Non-Emergency (814) 234-7150
Dispatch: 800-479-0050 for exterior disturbances such as noise, disorderly conduct, drunkenness
118 South Fraser Street, State College, PA 16801

POLICE-FIRE-AMBULANCE-EMERGENCY: 911

Tennis Towing - 814-234-9700
1701 West College Avenue, State College, PA 16801

MOVE IN PROCEDURE

- A. The units are provided with furniture only as itemized in the Lease. All other loose furniture and equipment can or shall be provided by the tenants' choosing at their expense.

Under no circumstances, due to limits of liability and workmen's compensation, will any movement of tenants' furniture be provided by CM&F Associates. All such arrangements shall be made independently by the tenant at their complete expense and direction.

- B. Has the residential electric service application been submitted to West Penn Power Company? Be sure to submit no later than 15 days before you move in.
- C. Have you applied for internet service?
- D. Have you requested additional cable service if so desired?
- E. Have you resolved your need for parking spaces with Beaver Gardens or elsewhere? Be sure to request parking spaces from Beaver Gardens by submitting an application.
- F. Arrival at Beaver Gardens can be made anytime after start of lease between 8:00 a.m. and 5:00 p.m. without advance notice, as the management office will be open to pick up keys, including Saturday or Sunday. Arrivals other than during this period can be arranged at your convenience by contacting the office at 814-237-9734.
- G. Parking space is available on-site for loading and unloading, even though it could be jammed at times slowing arrival and/or departure.
- H. Upon entering the unit, you may wish to inspect the unit and complete an Inspection Report available at the office to itemize any damage which you feel may jeopardize your security deposit. All reports shall be submitted to the office no later than three days after the start of the lease.
- I. Subsequent requirements for repairs shall only be submitted on a Maintenance Request Form to the office during office hours.
- J. Pick up your mailbox key at the Beaver Gardens office.

Townhouse Number: _____

MAINTENANCE REQUEST

Name: _____

Phone Number: _____

THE FOLLOWING ITEMS NEED ATTENTION AS SOON AS POSSIBLE:

1. Date Reported: _____
Date Repaired: _____
Problem: _____
Corrective Action: _____

2. Date Reported: _____
Date Repaired: _____
Problem: _____
Corrective Action: _____

3. Date Reported: _____
Date Repaired: _____
Problem: _____
Corrective Action: _____

4. Date Reported: _____
Date Repaired: _____
Problem: _____
Corrective Action: _____

PROCEDURE FOR ASSIGNMENT

PROCEDURES FOR AN ASSIGNMENT

An assignment is when a resident of a patio townhouse desires to terminate his/her lease and has someone to take over his share of the lease, with no intentions of returning. The assignment agreement releases the person leaving of any and all responsibilities to the said lease. The assignment resident accepts the condition of the patio townhouse “as is”. Our maintenance staff will not houseclean or paint the apartment. The assignment resident completes a new damage sheet to replace the damage sheet of the original occupants.

There are forms available in the Rental Office which must be completed in duplicate.

1. An assignment fee of \$50.00 is due along with a new rental deposit equal to the portion of the person(s) leaving which includes responsibility of a parking space should there be one. This fee is payable in advance, before drawing up the agreement.
2. Each original resident must sign the assignment agreement. This signifies that they are giving their permission to add the new occupant to their lease. The forms will not be processed if, for any reason, any of the original residents refuse to sign the assignment agreement.
3. An application must be completed by the new occupant.
4. The forwarding address of the original tenant is required and the rental deposit, less any damages, will be returned within thirty (30) days from the beginning date of the assignment.
5. KEYS: Must be exchanged between original occupant leaving and the new occupant.
6. PARKING STICKERS: Must be returned in order for the assignment resident to receive a new sticker. A hot damp cloth will remove the old sticker from bumper.

ASSIGNMENT is a procedure followed when one or more original tenants (assignors) are vacating their patio townhouse with no intentions of returning. A new rental deposit is required along with Assignment forms, an application from the new tenant, the \$50.00 fee, and the forwarding address for the original tenant.

DATE: _____

ASSIGNMENT FEE: \$50.00

ASSIGNMENT AGREEMENT

1. A change in the patio townhouse lease which requires the typing of an assignment agreement and involves bookkeeping and office files will entail a \$50.00 fee.
2. The responsibility for fulfilling the terms and conditions of the lease rests totally with the assignee. The assignor shall be relieved of any liability relating to any remaining lease time.
3. Since the lease specifically forbids subletting of any patio townhouse permission for assignment must be obtained from the management prior to the beginning of advertising or negotiation to secure an assignee.
4. Responsibility for locating an assignment tenant rests with the assignor. Management will cooperate by referring possible tenants but cannot and does not promise to locate someone suitable.
5. The assignee shall place with the lessor a new rental deposit of \$480.00 which is equal to the share being held presently. The management will return the original deposit within 30 days after an inspection of the patio townhouse is made for damages to the townhouse. The management neither repaints nor housecleans a patio townhouse prior to the transfer of a patio townhouse to an assignee. The responsibility of leaving a clean patio townhouse rests totally with the assignor.

The assignee accepts the condition of the townhouse and its contents as is, and takes the responsibility for damages and leaving it clean at the termination of the lease.

6. Should the assignor have a parking space, the assignee must assume responsibility of the parking. The sticker must be returned to the office (removal by using hot, damp cloth) before a new sticker is to be issued to the assignee.
7. Keys must be exchanged between the assignor and assignee.

ASSIGNMENT LEASE ADDENDUM

This addendum effective _____, releases _____

ORIGINAL TENANT(S)/ASSIGNORS

of all responsibility of patio townhouse # _____. The remaining original residents, _____

ASSIGNORS

and _____
ASSIGNMENT TENANT(S)/ASSIGNEES

will be jointly and severally liable and responsible for said unit beginning _____
and

terminating _____ as stated in the terms of the original lease, the monthly rent
payable is \$ _____. All provisions of that lease shall be binding upon the remaining

ASSIGNORS not released hereunder as well as upon the ASSIGNEES.

ASSIGNOR

ASSIGNEE

ASSIGNOR

ASSIGNEE

ASSIGNOR

ASSIGNEE

ASSIGNOR

ASSIGNEE

ASSIGNOR

ASSIGNEE

ASSIGNOR

ASSIGNEE

RELINQUISHMENT PROCEDURE

A relinquishment is a procedure where one or more tenants wish to terminate their portion of the lease and do not have someone to replace them.

The remaining tenants must understand and agree to be totally responsible for the entire lease, including the remaining monthly rental payments due. **NO RELINQUISHMENT MAY BE PROCESSED WITHOUT FIRST CALLING BOOKKEEPING AND BEING SURE THAT THE ACCOUNT HAS NO DELINQUENT BALANCE.** Any delinquent balances must be paid in full before we will allow the relinquishment to take effect.

CM & F Associates will not refund any money to the tenant being relieved of responsibility. Any money exchanged will have to be between the tenants themselves. They must all understand that the party leaving is giving up their rights to the deposit (and it becomes the property of the remaining tenants) as well as any responsibility for the apartment and its lease.

The CM & F Associates Relinquishment Agreement must be typed in the rental office by our Rental Consultant. This agreement must be signed in the presence of our Rental Consultant (or the signature must be notarized). There is a charge of \$50.00 for processing the relinquishment agreement. Should this fee be paid by check and the check is returned for non-sufficient funds and the check has been presented by the party leaving, it becomes the responsibility of the parties remaining to make the check good. There will be a \$10.00 returned check fee due to CM & F Associates.

ROOMMATE RELINQUISHMENT AGREEMENT

FEE: \$50.00

I am relinquishing all rights to patio townhouse _____.

I understand that I am giving up all rights to my rental deposit for the lease term _____
to _____.

SIGNED: _____

DATE: _____

I/We understand and agree that _____, _____,
and _____ is/are giving up all rights to patio townhouse _____
and do hereby assume all rights and responsibilities for that unit for the term of the original application/
lease dated _____. We also hereby agree to be totally responsible for the
entire monthly rental payments due and payable on the first of each month in the amount of \$_____.

SIGNED: _____

DATE: _____

NOTARY SEAL

DATE

MOVE OUT PROCEDURE

Patio Townhouse # _____

Lease Ends _____

Dear Resident:

As the time draws near to your lease termination, we want to take this opportunity to outline your checkout procedure. In order to avoid unnecessary deductions or delay in the return of your rental deposit, please follow these instructions.

IMPORTANT!

IMPORTANT!

CHECK-OUT TIME:

You must be out of your townhouse by 12:00 NOON on the last day of your lease. If not, a \$50.00 per day overstay fee will be charged. Also, in addition, Lessee will be responsible for housing expenses of any new tenant who is unable to move into the townhouse as a result of the failure of Lessee to move out in compliance with your lease.

FORWARDING ADDRESS:

We have enclosed a forwarding address form. The names and addresses of all residents in the townhouse must be included, as each person who signed the lease is entitled to an equal share of the deposit. Please complete the form, which will become part of your permanent file. You are responsible for notifying the post office of your forwarding address. We will not forward any mail.

CLEANING:

Please make sure that your townhouse is left in a clean and orderly condition. It is the responsibility of the tenant to return the townhouse in a condition equal to its condition at initial occupancy. Particular attention should be given to the following areas:

1. Refrigerator should be cleaned and defrosted. When defrosting, do not use sharp objects to dislodge ice. Damage will occur to the freezer lines, which will necessitate replacement of the refrigerator. Leave refrigerator turned on at the #1 setting.
2. Stovetop, drip pans, and the underburners should be cleaned and wiped for grease and grime. The underburner is the part of the stove under the drip pans which catches the overflow of the drip pans. The oven and broiler pan should be thoroughly cleaned.
3. Showers and tubs should be carefully cleaned.
4. Remove all loose trash and debris, and all tenant property including foodstuffs, clothing, dishware and utensils, appliances, furniture and any other items.
5. As per your lease, all garbage must be removed before you leave the townhouse and placed in the dumpster. Do not leave in or outside of the unit as you will be charged an additional fee.
6. Vacuum all carpeted areas and wet mop all vinyl flooring.

KEYS:

When you vacate your townhouse, please return all interior keys to the office. DO NOT LEAVE YOUR KEYS IN YOUR TOWNHOUSE! Keys must be returned during office hours, Monday - Friday 8:00 a.m. to 5:00 p.m. Charges for keys not turned in or turned in late will be deducted from your rental deposit. Exterior entry door keys may be discarded, as the locks will be changed.

SMOKE DETECTOR & FIRE EXTINGUISHER:

Your townhouse was furnished with smoke detectors. Should units be missing, the unit charge for replacement is \$25.00.

The working order of this detector may be tested by pushing the test button. Should the alarm fail to sound, contact the office.

There are fire extinguishers in each townhouse. If missing, contact the office.

CABLE TV EXTENDED SERVICE: HBO, ETC.

Tenants with Cable TV extended service are responsible for calling Comcast to stop service at 800-934-6489. This should be taken care of before your lease ends.

INTERNET:

Please remember to have your internet disconnected.

ELECTRICITY:

Patio townhouse residents are responsible for calling West Penn Power Company to stop service on the electric in their townhouse. West Penn Power's phone number is 800-686-0021.

INSPECTION:

Due to the number of individuals moving out, it is impossible for our staff to inspect the townhouses while residents are still in possession of the unit. Should there be any deductions, you will receive an itemized list of all deductions. You may attend the inspection with the Management in order to witness a fair and thorough inspection.

In closing, we would like to assure you that our staff will make every effort to return your rental deposit at the earliest possible date. Due to the number of refunds to be returned, please allow two weeks for your check to arrive. If you will kindly follow these suggestions, it will make our job easier and mean a faster return of your refund to you.

If you have any questions, please feel free to call or come into the Rental Office.

FORWARDING ADDRESSES FOR RENTAL DEPOSIT REFUND

Please include names and forwarding addresses for all residents whose names appear on the lease. Each person is entitled to an equal share of the deposit. Please complete this form and return it to our Rental Office. **THE STATE COLLEGE POST OFFICE WILL ALSO NEED YOUR FORWARDING ADDRESS** to forward any mail sent to you after the termination of your lease. Forwarding address cards for the Post Office are available in our Rental Office upon request.

Townhouse Number _____

Resident's Name _____

Address _____

City _____ State _____ ZIP Code _____

Resident's Name _____

Address _____

City _____ State _____ ZIP Code _____

Resident's Name _____

Address _____

City _____ State _____ ZIP Code _____

Resident's Name _____

Address _____

City _____ State _____ ZIP Code _____

Resident's Name _____

Address _____

City _____ State _____ ZIP Code _____

Resident's Name _____

Address _____

City _____ State _____ ZIP Code _____

EXCESSIVE CLEANING

Should excessive cleaning be required, this cleaning cost sheet should serve as a guide when cleaning your townhouse. These amounts will be deducted from your rental deposit according to the degree of uncleanliness.

KITCHEN:

| | |
|----------------------|-----------|
| Refrigerator | = \$20.00 |
| Range & Underburners | = \$30.00 |
| Oven | = \$30.00 |
| Kitchen Cupboards | = \$10.00 |
| Kitchen Floor | = \$30.00 |
| Sink | = \$10.00 |
| Counter Top | = \$10.00 |
| Dishwasher | = \$10.00 |

GENERAL:

| | |
|---|---------------|
| Vacuuming | = \$30.00 |
| Window Cleaning | = \$20.00 |
| Refuse Collection: Removing Garbage & Debris | = \$100.00 |
| Keys | = \$ 5.00 ea. |
| Over-Stay Fee: Checking Out after 12:00 Noon | = \$50.00 |
| Extermination for Insects | = \$50.00 |

BATHROOM:

| | |
|----------------|-----------|
| Tub | = \$20.00 |
| Vanity Sink | = \$10.00 |
| Tub Tracks | = \$10.00 |
| Commode | = \$10.00 |
| Floor | = \$20.00 |
| Medicine Chest | = \$10.00 |

LIVINGROOM:

| | |
|--|-----------|
| Furniture Cleaning (Under Cushions, Etc.) | = \$ 5.00 |
| TV Cable: | |
| Cable Cord with End Adapter Missing | = \$15.00 |
| Cable Cord Missing | = \$10.00 |
| Cable End Adapter Missing | = \$ 5.00 |

DAMAGES

All damages to patio townhouses will be charged on a time and materials basis.