

COMMONWEALTH OF PENNSYLVANIA
(Pennsylvania Public Utility Commission)

-----X
TAYLOR GREEN, :
Complainant, : Docket No.:
vs. : F-2024-3049202
PHILADELPHIA GAS WORKS, :
Respondent. :
-----X

Pages 1 through 92 TELEPHONIC HEARING
Judge's Chambers
State Office Bldg.
801 Market Street
Philadelphia, PA 19107

Wednesday, July 30, 2024
Met, pursuant to notice, at 1:10 p.m.

BEFORE: THE HONORABLE ERANDA VERO
(Administrative Law Judge)

INDEX TO EXHIBITS
Docket No.: F-2024-3049202
Hearing Date: July 30, 2024

EXHIBITS INDEX		
	FOR IDENTIFICATION	IN EVIDENCE
PGW EXHIBITS		
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PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

**Graciela Christlieb, Senior Attorney
Legal Department**
Direct Dial: 215-684-6164
FAX: 215-684-6798
E-mail: graciela.christlieb@pgworks.com

July 23, 2024

VIA ELECTRONIC MAIL

Administrative Law Judge Eranda Vero
Pennsylvania Public Utility Commission
801 Market Street
Suite 4063
Philadelphia, PA 19107

Re: Taylor Green v. Philadelphia Gas Works, Docket No. F-2024-3049202

Dear Judge Vero:

Enclosed, please find PGW's proposed exhibits for the hearing in the above referenced matter.

If you need additional information about this matter, please contact me at my direct-dial number above. Thank you.

Sincerely,

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

Enclosure

cc: Cert. of Service w/enc.



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of Philadelphia Gas Works' Proposed Exhibits upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA ELECTRONIC MAIL

Taylor Green
greent2252@gmail.com

Date: July 23, 2024

/s/ Graciela Christlieb
Graciela Christlieb, Esquire

Customer Contact: Billing [X]

Date: 02/06/2023 Time: 9:52:00 AM Source: JetSearch Related Tran: Account Maintenance

CC Type: BILL - Billing [v] Created: 02/06/2023 at: 9:52:15 AM by: DLEE

Area: 800 - Residential General Service [v] Changed: 02/06/2023 at: 9:53:19 AM by: DLEE

Surveyable Auto Delete Date: 02/06/2027 Class: Inquiry

Comments: COR CALLED IN TO ADV HE HAS BILL FOR 474.00 AND HE HAS PAID ...ADV HIM DEC AND JAN BILLED TOGETHER...ADV HIM JAN BILL GEN 1/13 AND HIS PAYMENT POSTED 1/13...ADV 237.00 DUE 2/8 ..HE ADV WIL PAY 2/10//ADV NEW BILL ALSO GEN ON THAT DATE..ALSO ASKED IF WOULD LIKE LIHEAP APP..HE REQUESTED TO HAVE MAILED..MAILED APP...HE ALSO ASKED PROCESS OF TRANSFERING SERVICE FROM ONE ADDR TO ANOTHER..ADVISED OF PROCESS..ADV WE PREFE 7DAYS NOTICE BUT HE CAN CALL CS

Letter

Status: _____ Print Date: _____ Run Number: _____ Reprint: [v]

Template: _____

Review List Tickler

Follow Up: [] to Review Group to User

Priority: [] Review Group... []

Account: [REDACTED] 7576 Green, Taylor [v]

Premise: 6029 Haverford Ave/Phila,Pa [v]

Person: Green, Taylor [v]

[Change] [Cancel]

Customer Contact: Billing

Date: 03/23/2023 Time: 3:40:00 PM Source: JetSearch Related Tran: Account Maintenance
CC Type: BILL - Billing Created: 03/23/2023 at: 3:40:30 PM by: PBAWA
Area: 800 - Residential General Service Changed: at: by:
 Surveyable Auto Delete Date: 03/23/2027 Class: Inquiry

Comments: cor called in to know the past dues on his acc.

Letter

Status: Print Date: Run Number: Reprint:

Template:

Review List Tickler

Follow Up: to Review Group to User
Priority: Review Group...

Account: [REDACTED] 7576 Green, Taylor

Premise: 6029 Haverford Ave/Phila,Pa

Person: Green, Taylor

Customer Contact: Commercial Resource Center [X]

Date: 04/28/2023 Time: 10:23:00 AM Source: JetSearch Related Tran: Account Maintenance
CC Type: CRC - Commercial Resource Center Created: 04/28/2023 at: 10:23:48 AM by: LBURKE
Area: 800 - Residential General Service Changed: at: by:
 Surveyable Auto Delete Date: 04/28/2028 Class: Inquiry

Comments: Received Applicaiton from [REDACTED] for 6029 Haverford Ave Security Deposit [REDACTED] Sent to be processed

Letter

Status: Print Date: Run Number: Reprint: [v]
Template:

Review List Tickler

Follow Up: [] to Review Group to User
Priority: [] Review Group... []

Account: [REDACTED] 7576 Green, Taylor [v]
Premise: 6029 Haverford Ave/Phila,Pa [v]
Person: Green, Taylor [v]

[Change] [Cancel]

Specific Service Agreement Statement of Account SA- [REDACTED] 3956

Customer Name	From Date	To Date			
TAYLOR GREEN	5/3/2021	7/23/2024			
Service Address	Account Number	S A Number	Meter	Rate/Class	
6029 HAVERFORD AVE PHIL, PA 191514422	[REDACTED] 7576	[REDACTED] 3956	2157637	GS	

STATEMENT

Transaction Date	Transaction Type	Reading	Read Code	# of Days	CCF Usage	Average CCF/Day	Heating DDDs	Payment Type	Due Date	Transaction Amount	Current Balance	Actual Balance
5/18/2021	LPC									\$12.10	\$837.81	\$837.81
5/18/2021	BILL	2943	R	29	51	1.76	205		6/11/2021	\$77.68	\$915.49	\$915.49
5/23/2021	PAY							Debit Card		(\$515.49)	\$400.00	\$400.00
6/16/2021	LPC									\$5.61	\$405.61	\$405.61
6/16/2021	BILL	2958	R	31	15	0.48	41		7/12/2021	\$34.47	\$440.08	\$440.08
7/16/2021	LPC									\$6.13	\$446.21	\$446.21
7/16/2021	BILL	2968	R	30	10	0.33	0		8/10/2021	\$28.37	\$474.58	\$474.58
7/17/2021	PAY							Debit Card		(\$474.58)	\$0.00	\$0.00
8/16/2021	BILL	2979	R	29	11	0.38	0		9/9/2021	\$30.05	\$30.05	\$30.05
9/16/2021	LPC									\$0.45	\$30.50	\$30.50
9/16/2021	BILL	2991	R	33	12	0.36	0		10/11/2021	\$32.17	\$62.67	\$62.67
9/26/2021	PAY							Debit Card		(\$62.67)	\$0.00	\$0.00
10/15/2021	BILL	3002	R	29	11	0.38	9		11/9/2021	\$32.59	\$32.59	\$32.59
11/16/2021	LPC									\$0.48	\$33.07	\$33.07
11/16/2021	BILL	3040	R	30	38	1.27	255		12/10/2021	\$77.35	\$110.42	\$110.42
12/16/2021	LPC									\$1.64	\$112.06	\$112.06
12/16/2021	BILL	3198	R	32	158	4.94	639		1/11/2022	\$262.81	\$374.87	\$374.87
12/17/2021	PAY							Debit Card		(\$111.00)	\$263.87	\$263.87
1/19/2022	LPC									\$3.94	\$267.81	\$267.81
1/19/2022	BILL	3404	R	31	206	6.65	743		2/11/2022	\$370.65	\$638.46	\$638.46
2/16/2022	LPC									\$9.50	\$647.96	\$647.96
2/16/2022	BILL	3722	R	31	318	10.26	970		3/14/2022	\$537.85	\$1,185.81	\$1,185.81
3/18/2022	LPC									\$17.56	\$1,203.37	\$1,203.37
3/18/2022	BILL	3917	R	30	195	6.5	632		4/12/2022	\$351.99	\$1,555.36	\$1,555.36
4/9/2022	PAY							Debit Card		(\$450.00)	\$1,105.36	\$1,105.36
4/19/2022	LPC									\$16.15	\$1,121.51	\$1,121.51
4/19/2022	BILL	4045	R	29	128	4.41	373		5/12/2022	\$238.12	\$1,359.63	\$1,359.63

Transaction Date	Transaction Type	Reading	Read Code	# of Days	CCF Usage	Average CCF/Day	Heating DDDs	Payment Type	Due Date	Transaction Amount	Current Balance	Actual Balance
5/6/2022	PAY							Debit Card		(\$280.00)	\$1,079.63	\$1,079.63
5/17/2022	BILL	4104	R	29	59	2.03	231		6/10/2022	\$101.75	\$1,181.38	\$1,181.38
6/16/2022	BILL	4117	R	32	13	0.41	1		7/13/2022	\$61.73	\$1,243.11	\$1,243.11
6/17/2022	PAY							Debit Card		(\$203.00)	\$1,040.11	\$1,040.11
7/2/2022	PAY							Debit Card		(\$203.00)	\$837.11	\$837.11
7/15/2022	WNA2&5									(\$22.84)	\$814.27	\$814.27
7/16/2022	BILL	4127	R	30	10	0.33	0		8/9/2022	\$35.86	\$850.13	\$850.13
8/9/2022	PAY							Debit Card		(\$203.00)	\$647.13	\$647.13
8/16/2022	BILL	4136	R	29	9	0.31	0		9/9/2022	\$33.89	\$681.02	\$681.02
9/9/2022	PAY							Debit Card		(\$249.00)	\$432.02	\$432.02
9/15/2022	BILL	4146	R	32	10	0.31	0		10/10/2022	\$35.64	\$467.66	\$467.66
10/10/2022	PAY							Debit Card		(\$249.00)	\$218.66	\$218.66
10/14/2022	BILL	4169	R	29	23	0.79	107		11/8/2022	\$58.07	\$276.73	\$276.73
11/5/2022	PAY							Debit Card		(\$249.00)	\$27.73	\$27.73
11/11/2022	BILL	4212	R	28	43	1.54	191		12/7/2022	\$112.04	\$139.77	\$139.77
12/6/2022	PAY							Debit Card		(\$256.00)	(\$116.23)	(\$116.23)
12/13/2022	BILL	4386	R	30	174	5.8	578		1/10/2023	\$350.23	\$234.00	\$234.00
1/13/2023	BILL	4642	R	33	256	7.76	853		2/8/2023	\$498.21	\$732.21	\$732.21
1/13/2023	PAY							Debit Card		(\$237.00)	\$495.21	\$495.21
2/9/2023	PAY							Debit Card		(\$237.00)	\$258.21	\$258.21
2/11/2023	BILL	4866	R	29	224	7.72	711		3/8/2023	\$472.54	\$730.75	\$730.75
3/15/2023	BILL	5056	R	32	190	5.94	639		4/10/2023	\$380.96	\$1,111.71	\$1,111.71
4/14/2023	LPC									\$16.49	\$1,128.20	\$1,128.20
4/14/2023	BILL	5177	R	30	121	4.03	440		5/9/2023	\$209.12	\$1,337.32	\$1,337.32
5/13/2023	LPC									\$19.63	\$1,356.95	\$1,356.95
5/13/2023	BILL	5182	R	29	5	0.17	189		6/7/2023	\$23.58	\$1,380.53	\$1,380.53
5/17/2023	CANB									(\$23.58)	\$1,356.95	\$1,356.95
5/17/2023	AUTO CN									\$0.00	\$1,356.95	\$1,356.95
5/17/2023	LPCWVE									(\$19.63)	\$1,337.32	\$1,337.32
5/17/2023	BILL	5179	R	14	2	0.14	73		6/12/2023	\$3.03	\$1,340.35	\$1,340.35
10/13/2023	WO									(\$1,340.35)	\$0.00	\$0.00

COLLECTION AGENCY REFERRAL NOTICE

PAYMENT DUE ON RECEIPT

PGW Exhibit 5
Page 1 of 1

Since you have not paid your past due balance of \$1,340.35, action will be taken to refer your account to a collection agency unless you make full payment upon receipt of this notice.

A good credit rating is a valuable asset, and we are sure that you wish to protect your rating.

To avoid referral to a collection agency contact our Credit/Collection department immediately at 215-235-1777, Monday through Friday, between 8:00 a.m. and 4:30 p.m. to make a full payment. You can make payments over the telephone using your checking account or credit card.

Questions or complaints about your bill? Please call 215-235-1000, or write to: PGW P.O. Box 3500, Phila., PA 19122-0050

PG_20230713180001.dat-761-000000127

Please return this portion with your payment.
Write your account number on your check or money order made payable to Philadelphia Gas Works

Account Number:
Notice Date:
Please Pay:

7576
Jul 13, 2023
\$1,340.35

Place "X" in box for
address corrections. Print
corrections on reverse side.

Amount Enclosed:

000381 000000127



TAYLOR GREEN
6029 HAVERFORD AVE
PHILA PA 19151-4422



Philadelphia Gas Works
P.O. Box 11700
Newark, NJ 07101-4700



PHILADELPHIA GAS WORKS

PUC

Opening XML

Case Number: 3968465
Company Name: PGW (PHILA. GAS WORKS (NGDC))
Company Code: 0766
Company Type: GAS TRANSPORTER
Customer First Name: TAYLOR
Customer Middle Initial:
Customer Last Name: GREEN
Customer Account Number: 8888888888
Customer Home Phone w/ Area Code:
Customer Work Phone w/ Area Code:
Customer Service Class: RESIDENTIAL
Customer Mail Address 1: 6100 CITY AVE
Customer Mail Address 2: APT 1003
Customer Mail Address City: PHILADELPHIA
Customer Mail Address State: PA
Customer Mail Address Zip: 19131
Customer Mail Address 4-Zip:
Customer Service Address 1: 6029 HAVERFORD AVE
Customer Service Address 2:
Customer Service Address City: PHILADELPHIA
Customer Service Address State: PA
Customer Service Address Zip: 19151
Customer Service Address 4-Zip:
Customer Family Adults: 0
Customer Family Children: 0
Customer Family Age:
Gross Income

Source	Income Amount
--------	---------------

Date Open: 2024-03-18
Reason For Contact: BILLING DISPUTES (# 18)
Term Date:
Business Name:
Case Problem: BILL DISPUTE. THE CUSTOMER IS DISPUTING THE BILL(S) FROM THE MONTH(S) OF MAR 23,2023 -APR 26,2023. CUSTOMER CALLED IN FEB 2023 TO STOP SERVICE AND EMAILED IN A NEW LEASE AGREEMENT FOR ADDRESS MOVING INTO. CUSTOMER DID NOT RECEIVE A FINAL BILL OR ANYTHING FOUND INQUIRY ON CREDIT REPORT. CUSTOMER SAYS HE'S NOT LIABLE FOR \$1130 AND MOVED OUT ON MAR 23,2023 AND LANDLORD STARTED SERVICE ON APR 26,2023 - RELIEF SOUGHT - DISPUTE BILL. THE CELL PHONE NUMBER (215) 828 - 7269 HAS BEEN ALLOWED TO BE SHARED. THE EMAIL ADDRESS GREENT2252@GMAIL.COM HAS BEEN ALLOWED TO BE

SHARED.

Company Position: 03/18/2024 TOLD HE IS RESPONSIBLE, AND THEY HAVE NO RECORD OF PHONE CALL FROM FEB.

Related Information:

Case Misc Info:

Hot Issue:

Case Origin: TELEPHONE

Prior Case Number:

Universal Service: M

Arrearage: 0

BCS Investigator First Name: BCS

BCS Investigator Last Name: CASE POOL

BCS Investigator Phone w/ Area Code: 7177875468

BCSIntaker First Name: BRITTANY

BCSIntaker Last Name: ALVAREZ

Number Of Time Send: 1

Number Of Time Faxed: 0

Number Of Time Faxed: 7172658273

PHILADELPHIA GAS WORKS

PUC

Closing XML

Case Number: 3968465
Company Name: PGW (PHILA. GAS WORKS (NGDC))
Company Code: 0766
Company Type: GAS TRANSPORTER
Customer First Name: TAYLOR
Customer Middle Initial:
Customer Last Name: GREEN
Account Number: ██████████ 7576
Service Address 1: 6029 HAVERFORD AVE
Service Address 2:
Service City: PHILADELPHIA
Service State: PA
Service Zip 5: 19151
Service Zip 4:
Decision Issue: Y
Oral Written: W
Violation: NO
Chapter:
Section Rule:
Total Balance: 0.00
Date Closed: 2024-04-02
Resolution: DECISION ISSUED: CASE DISMISSED. PER REGULATIONS, A CUSTOMER IS REQUIRED TO CONTACT THE COMPANY SEVEN DAYS PRIOR TO THE EFFECTIVE DATE OF THE DISCONTINUATION OF SERVICE. PER THE COMPANY, THEY HAVE NO RECORD THAT THE CUSTOMER CONTACTED THEM TO CANCEL SERVICE. THE SERVICE AT 6029 HAVERFORD AVENUE WAS FINALIZED IN THE CUSTOMER'S NAME ON 4/26/2023 WHICH IS THE DATE THAT A NEW CUSTOMER CONTACTED THE COMPANY TO REQUEST SERVICE AT THE ADDRESS. THE CUSTOMER IS RESPONSIBLE TO PAY THE FINAL ACCOUNT BALANCE OF \$1,340.35.
Balance Date: 2024-03-21
Service Restored Pay: 0.00
Service Continue Amount: 0.00
Service Continue Date:
Terms:
Special Budget Amount: 0.00
Regular Budget Amount: 159.00
Arrears Payment Plus: 0.00
FinalMonthlyPayment: 0.00
CurrentMonthlyPayment: 0.00
EndMonthlyPayment: 0.00
LetterDescription:

HeadDate: 2024-04-02
Paragraph:
Bill Date:
Reconnect Amount: 0
Pay Amount: 0.00
BCS Investigator First Name: BRANDON
BCS Investigator Last Name: LOVE
Number Of Time Send: 1
Number Of Time Faxed: 0
PUC Fax: 7172658273



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

Graciela Christlieb, Senior Attorney
Legal Department
Direct Dial: 215-684-6164
FAX: 215-684-6798
E-mail: graciela.christlieb@pgworks.com

July 24, 2024

VIA ELECTRONIC MAIL

Administrative Law Judge Eranda Vero
Pennsylvania Public Utility Commission
801 Market Street
Suite 4063
Philadelphia, PA 19107

Re: Taylor Green v. Philadelphia Gas Works, Docket No. F-2024-3049202

Dear Judge Vero:

Enclosed, please find an additional proposed exhibit for the hearing in the above referenced matter.

If you need additional information about this matter, please contact me at my direct-dial number above. Thank you.

Sincerely,

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

Enclosure

cc: Cert. of Service w/enc.



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of Philadelphia Gas Works' Proposed Exhibits upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA ELECTRONIC MAIL

Taylor Green
greent2252@gmail.com

Date: July 24, 2024

/s/ Graciela Christlieb
Graciela Christlieb, Esquire

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT DATED 03/23/2023 between The Premier at City Line (herein "LANDLORD ") located in Philadelphia, PA and Taylor Green and Denise Guerrero (herein "TENANT ") for an apartment located at 6100 City Ave, 1003 , Philadelphia, PA 19131 (herein also the "Premises") for a term of Thirteen (13) month Beginning on 04/02/2023 and ending at midnight on 04/30/2024 Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord the Premises, solely for use as a personal residence and to be occupied as a private dwelling, excluding all other uses, for the Tenant and members of his immediate family consisting of a total of only 2 people (only the people whose names are listed below) and for no other purpose, at the rental of \$24,043.00 Dollars in lawful money of the United States. Annual rent accounts for a onetime move-in concession of \$2464.00 which was deducted from the annual rent total. Same concession shall be voided if resident doesn't comply with the lease terms. The amount of the concession will be billed back to resident and due as additional rent. The rent shall be payable in monthly payments of \$2,039.00 (The monthly amount is comprised of the monthly rental rate at \$1,964.00. The monthly collective utility fee at \$75.00. The monthly pet fee at N/A, the monthly short-term lease fee at N/A, the monthly furnished fee at N/A, the monthly washer dryer in unit fee at N/A, the monthly garage fee at N/A, the monthly storage fee at N/A, the monthly parking fee at N/A , the monthly amenity fee at \$0.00, the monthly admin fee at N/A, the monthly lease lock fee at N/A, the monthly additional rent fee at N/A. .) The rental payment is due in advance on the first day of each and every calendar month during the said term, upon the above and following conditions and covenants:

- 1. ADDITIONAL PAYMENTS:** If Tenant should fail to make the full rental payment (by Landlord receiving full payment via mail or other verified delivery) within five (5) days of the date on which a payment is due (the first of each month), a late charge of \$150.00 shall be due and owing the landlord. If Tenant continues to make payments after the 5th of the month, even though Tenant pays late charges, Tenant is considered to be in breach of this agreement and Landlord has the right at its sole option to cancel this Lease without penalty to Landlord and to evict Tenant for being habitually (continually) late. If Tenant's check is dishonored by the bank on which it is drawn, there shall be an additional \$100.00 handling fee due and owing the Landlord, and Tenant, at Landlord's sole option and discretion, may only pay Landlord with Money order and Landlord may refuse any other form of payment from Tenant. In addition, reasonable repair charges for damage by Tenant on the premises, any deficiencies in security deposit and Landlord's reasonable attorney fees for a dispossession or other legal action against Tenant or damage suite for unpaid rent, shall be due at owing to the Landlord. Any payment due under the paragraph shall be considered additional rent, unless prohibited by law. Further, interest will accrue at 12% per year on those monies owing to the Landlord upon tenancy termination. Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent. Landlord needs not give notice to Tenant regarding Tenants obligation to pay rent.
- 2. UTILITY CHARGES/SERVICES:** Residents utilities will be billed and due as additional rent. The utility services included in said billing shall be Trash, Water and Sewer Service and administrative expenses related to those utilities. Tenant will be billed on a monthly basis based on unit size. All utility bills shall be paid within five (5) days of the date of the bill. In the event that Landlord received an invoice from the utility company for a utility that Tenant was required to register in Tenant's name then Landlord will bill Tenant for same invoice. In addition to the utility fee, Tenant will receive a \$50.00 violation fee billed to their account and due as additional rent.

As a condition of this Lease Agreement Tenant shall on or prior of the commencement of this Lease, register and open an account under Tenant's name with the Utility Company servicing the Premises **for any utility billed directly to tenant from Provider**. The cost of all utilities servicing the Premises shall be paid by the Tenant in a timely manner to avoid late charge and/or interruption of services. All damages and/or fees caused by Tenants default to pay in full and on time shall be at Tenant's sole expense, and if any cost occurred by Landlord as a result of such failure or default shall be Tenants obligation to repay Landlord as additional rent. Tenant shall maintain heat in the Premises so that the interior temperature at all times never reaches below 60 degrees Fahrenheit. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased Premises back unto Landlord upon termination or expiration of this Lease and by failing to properly disconnect, Tenant is responsible to pay all costs incurred on its account until such disconnection.

- 3. SECURITY DEPOSITS:** Tenant shall pay to Landlord upon execution of this Lease a security deposit in the amount of, \$1,964.00 (such payment shall be evidenced by a paid receipt signed by Landlord) for the performance by the Tenant of each term, covenants and conditions and Rules and Regulations, as attached to this lease. Because the rights and remedies reserved to the Landlord under this lease are cumulative as set forth in Paragraph 18, if the Tenant defaults, the Landlord shall not be required to resort to the security before exercising and other remedy available to it under this lease by law. The security deposit or any other therefore, shall NOT be intended or construed to be applied as rent and the full monthly rent shall be paid on or before the first day of every month, including the last month of possession.

The Landlord represents that the Security Deposit, to cover the leased premises, will be placed in a Tenant Security Account at the JPMorgan Chase Bank for Tenants of The Premier at City Line bearing no interest to Tenant in lieu of service charges. The Security Deposit shall be returned to the Tenant in accordance with the applicable law after the Tenant has fully and faithfully carried out all of the terms and conditions on his, / her, or its part to be performed.

The Landlord may deduct any cost resulting from the Tenants failure to comply with any agreement in this Lease from the Security Deposit. If the costs exceed the security, the Tenant shall pay the additional amount to the Landlord as additional Rent.

Tenant must notify Landlord in writing four (4) days before Tenant moves, of a forwarding address and Telephone Number where Tenant can be reached and where Tenant will receive mail; otherwise Landlord shall be relieved of sending Tenant an itemized list of damages and the penalties adherent to that failure. Tenant, by failure of notifying Landlord in writing of its forwarding address and Telephone number within said four (4) days of moving, voluntarily releases Landlord of its obligation to return any Security Deposits and willfully recognizes Landlord's full and legal right of possession to the Security Deposit.

~~pg~~

D.G

4. **RENEWAL:** In the event that neither Tenant nor Landlord notifies the other party, in writing, no later than 60 calendar days prior to the Lease expiration date of their Intent to renew the Lease, the Lease will automatically renew and extend for another twelve (12) months. Landlord reserves the right to determine the final increase amount at Landlord sole discretion. Landlord does not waive any and all rents due and owing prior to the renewal of this lease and reserves the right to file an action for collection or eviction for said rental payment. In addition, the Landlord does not waive any previous notices to cease or notices of termination sent to you prior to the renewal of this lease and reserves the right to file an eviction for said violation.
5. **POSSESSION:** Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full.
If the Landlord cannot deliver possession to the Tenant on date when the term of the lease is to begin the Landlord shall not be liable for such failure, and the rent shall be apportioned and abated until the Landlord is able to deliver possession. If the Landlord is not able to deliver possession to the Tenant within 10 days of the beginning date, the Tenant may cancel and terminate this lease, in writing.
In the event the construction of an apartment is delayed and is not completed by the day the lease is to begin, the Landlord will keep Tenant advised of possible completion dates and will notify the Tenant by mail at least 10 days prior to the date for the lease to begin.
6. **REQUIREMENTS OF LAW:** Tenant and Landlord shall comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State, County and Municipal governments or public authorities. Landlord and Tenant shall also comply with all orders, regulations, requirements, directives of the Board of Fire Underwriters or similar authority and of any insurance companies, which have issued or are about to issue policies of insurance covering the premises and its contents.
7. **TENANTS RIGHTS TO QUIET ENJOYMENT/LANDLORD'S RIGHT TO ENTER APARTMENT:** Landlord covenants and agrees with Tenant that upon paying the rent and performing all of Tenant's covenants and conditions, in the lease Tenant shall peaceably and quietly have, hold and enjoy the premises for the terms of this lease. However, Landlord shall have the right to enter the premises at all reasonable times for purposes of making ordinary or emergency repairs, exterminating and maintenance and for purpose of showing the premises to prospective new Tenants during the last two (2) month of the lease term. Whenever circumstances permit it to do so, the Landlord shall make every reasonable effort to advise the Tenant in advance of the Landlord's intent to enter the leased premises. If extermination becomes necessary, it will be the Tenant's obligation to prepare the apartment and to clean up the apartment after the extermination has taken place.

The Tenant may not change the primary locks of the leased premises. The Tenant may install at Tenants expense a secondary lock only with the written permission of Landlord and shall deposit a duplicate key with the Landlord on the day of the installation of such additional Locks. This secondary lock shall become part of the leased premises and shall remain after termination. Tenant will be charged ten (\$10) dollars as liquidated damages for each key not returned, or if no keys are returned, fifty (\$50) dollars as liquidated damages.

Tenant acknowledges that the right of quiet enjoyment does not include disturbing or interfering with other Tenants, or with the Landlord in the operation and maintenance of the building / land of which the leased premises is a part, as well as attracting to the property elements of disturbance. Tenant or/and any member of the Tenants household, or a guest or other person under Tenants control shall not engage in criminal activity or engage in any act intended to facilitate criminal activity, on or near the premises, or engage in acts of violence or threats of violence on, near or around the premises. A single violation of any of the above shall be a violation of the lease and good cause for termination of tenancy and immediate

eviction of Tenant. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

8. **TENANT'S DUTY OF CARE/ NO ADDITIONS OR ALTERATIONS:** Tenant shall take good care of the premises and pay the cost of repair for any damage or breakage caused by Tenant or the Employees, Visitors, family or business invites of Tenant. It is the responsibility of the Tenant to clean the air filters in the heating and air conditioning systems on a regular basis at tenant's sole expense. Tenant shall make no alterations, additions or improvements to the premises nor display any sign upon premises or the exterior therefore, without the Landlord's prior written consent. All alterations, installations and improvements shall become the Landlords property and shall be surrendered as part of the leased premises at the end of the lease term. At the expiration of the lease, Tenant shall vacate the premises in broom clean and as good a condition as existed at the beginning of the term, except for reasonable wear and tear. Tenant shall NOT install any of the following items: signs, notices, exterior antennae of any kind, advertisements, illumination or projections out of the window or the exterior from the building or anywhere upon the building.

9. **LANDLORD'S REMEDIES WHEN TENANT DEFAULTS:** If the Tenant defaults in regard to any of the terms and conditions set forth in this lease and Rules and Regulation if such are attached to this lease, the Landlord may declare this lease null and void and terminated and may resort to such other action or seek such other remedies for such cause and upon such grounds as may be permitted by law. Tenant shall thereafter quit and surrender the leased premises to Landlord. Landlord shall be entitled to re-enter the leased premises by means of summary dispossession proceedings or any other method prescribed by law and remove all persons for any cause permitted by law. In case of any such default, re-entry, expiration and/ or dispossession by summary proceedings or any other method prescribed by law, all unpaid rent for the full term of this lease shall be due, together with such expenses as landlord may incur for legal expenses, attorney's fees, brokerage fees and costs for putting the leased premises in good order, or for preparing the premises for re-rental. Any and all such expense shall be considered additional rent. Landlord shall make every reasonable effort to relet the leasing premises, and this effort shall not terminate this lease or affect the obligation of Tenant to pay the rent.
In this section, the Tenant gives up his or her legal right to receive notice to vacate/leave the property. Tenant agrees to waive all notices including the ten or fifteen day notice period which is contained in section 501 of the Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.501, or any other notice period established by law. This means that Landlord may file suit against Tenant to enforce the terms of the Lease without notice to tenant.

10. **LANDLORD'S WARRANTY OF HABITABILITY & NOT LIABILITY IN CERTAIN INSTANCES:** Landlord warrants the habitability of the premises. However, Landlord shall be exempt from any and all liability of any damage or injury to person or property caused by or resulting from any cause or happening whatsoever, unless the damage or injury is caused by or due to the gross negligence of the Landlord. Tenant shall give to Landlord prompt written notice of any accident to or defects in the premises which defects shall be remedied by the Landlord with due diligence. From time to time there may be interruption in some or all of the services furnished due to the necessity of repair or some unanticipated event not reasonably within the Landlord's control to prevent. In the case of such interruption of service Landlord will make commercially reasonable efforts to restore service which is within the Landlord's control, in which event Landlord shall not be responsible or liable to the Tenant for such interruption.

11. **OTHER TENANT OBLIGATIONS:** In addition to other obligations in this agreement Tenant shall:
 - (a) Keep that part of the Premises that he occupies and uses as clean and as safe as the condition of the premises permits;
 - (b) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;
 - (c) Keep all windows and plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits;
 - (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
 - (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so;
 - (f) Conduct him/herself and require other persons on the premises with its consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises;
 - (g) Inform the Landlord of any condition of which it has actual knowledge which may cause damage to the premises;

(h) To the extent of Tenants legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;

(i) Not engage in any illegal activity upon the leased premises;

(j) Not bring onto the Premises or property any bedbugs and/or cloth, furniture, fixtures or similar that may contain bedbugs or any type of insect of similar nature;

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease and Tenant shall be solely responsible for its remediation.

12. **TENANT'S PRECAUTIONS AGAINST FIRE AND LANDLORD'S DUTY IN THE EVENT OF DESTRUCTION BY FIRE OR OTHER CAUSE:** The Landlord carries no insurance covering loss to Tenant's belongings and Tenant is responsible for securing its own insurance protection against loss to its belongings by fire or other cause, and Tenant hereby indemnifies and holds Landlord and its agents, contractors and employees, harmless for any loss or damages to Tenant's property, belongings and possessions, and Tenant waives the right to collect and demand from Landlord and its agents, contractors and employees compensations or any payments whatsoever for such losses and damages. Landlord, its agents and employees or any of them, shall not be liable to Tenant or its invitees for any loss whatsoever which Tenant or its invitees may sustain by the way of damage to personal property growing out of any cause whatsoever. It shall be Tenants responsibility to obtain Renter's insurance which covers Tenant's personal property from loss as well as casualty losses and \$300,000.00 liability coverage, and any failure to obtain such is at Tenants own risk and may, at the option of Landlord be considered a violation of this lease agreement.

Tenant is required to purchase renters insurance prior to receiving keys and access to the Premises. At any time during the Lease term that Tenant, does not have renters insurance and Landlord does not have valid proof of Tenant's Renter's Insurance coverage, Tenant shall be declared in default and in breach of Lease for failure to obtain and/or maintain such insurance coverage, without the need to receive written notice from Landlord of such breach and default, and Landlord may proceed with any and all actions and remedies available by law and by the terms of this Lease. Landlord reserves the right and option, and Tenant hereby agrees and give Landlord its irrevocable consent for Landlord to obtain Renter's Insurance and other necessary coverage on Tenant's behalf (also in the form of a Landlord Master Policy), and charge Tenant for such annual renter's insurance premiums which Tenant shall promptly pay to landlord as additional Rent and which shall be subject to the Terms and conditions of the lease with regards to Rent.

Tenant agrees to use every reasonable precaution against fire and promptly notify Landlord of any fire hazard, fire or accident on the leased premises. Tenant shall not use the premises or permit them to be used in such manner that fire or other insurance placed on the leased premises or the building of which it constitutes a part shall be canceled or suspended or shall be rated a more hazardous risk than at the date of signing of this lease. Upon Tenant's breach of this obligation the Landlord may, in addition to other remedies provided by this lease or by law, collect as additional rent or damages from Tenant any increase in premiums or insurance carried by the Landlord on the Leased premises or on the building of which it constitutes a part.

Tenant shall, in case of fire or an act of nature causing damage to the leased premises, give immediate notice to Landlord. If the Premises shall be partially damaged by fire or other insured casualty without the fault or negligence of Tenant to Tenant's family, employees, agents, licensees, visitors, or invitees, the leased premises shall be repaired and restored by Landlord. Until such time, rent shall be apportioned according to the area of the premises, which is useable, by Tenant. No penalty shall accrue against Landlord for any reasonable delay in repairing or restoring the premises by reason of adjustment of insurance proceeds, labor disputes or any other cause beyond Landlord's reasonable control.

Either party may cancel this Lease if the Apartment is so damaged by fire or other casualty that it cannot, in the sole opinion of the landlord, be repaired within 90 days. In addition, if the Apartment is rendered wholly uninhabitable and the Landlord, in its sole discretion, shall decide not to rebuild or decide to demolish the remaining structure, then either party may cancel this Lease. In any such event, the Tenant shall pay rent up to the later of the date of the fire or other casualty, or the date the Tenant ceases occupancy.

Anything above the contrary notwithstanding, the Tenant's right to cancel shall not become effective or be applicable, if the fire or other casualty and damage shall be the result of the conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, sub-Tenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions, and terms of this Lease on the Tenant's part to be preformed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. Tenant shall make all necessary repairs immediately at its own cost. In case Tenant fails to do so within two days of the occurrence of such damages, Landlord may make the repairs and add the cost to Tenants Rental payment as additional Rent at Landlords option. If the Tenant has been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid to the Landlord to the extent of the Landlord's costs and expenses to make and supervise the repairs hereunder, and such insurance

carriers shall have no recourse against the landlord for reimbursement.

The Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant or other person or persons on the property, or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other Tenant, agents, or employees by reason of the breakage, leakage or obstruction of the water or soil pipes overflow from a sink or bath or leakage in, about or around the building.

- 13. SUBORDINATION:** This lease shall be subject and subordinate to any renewals of any mortgage or mortgages now on the premises; and the Tenant agrees upon request at any time to sign any paper which the Landlord may consider necessary to accomplish that. If the Tenant does not do so, the Landlord is irrevocably empowered to sign such paper in the name of the Tenant as the act and deed of the Tenant, or at Landlord's option Landlord may cancel the Lease immediately and take possession of the premises.
- 14. LIMITATIONS ON ASSIGNMENT OR SUBLETTING:** Tenant and Tenant's heirs, distributees, executors, administrators, legal representative successors and/ or assigns shall not assign, mortgage or encumber this lease nor sublet the leased premises or any part of it without the prior written consent of Landlord. If this lease is assigned without such consent, Landlord, may after default by Tenant, collect rent from the assignee, sub-Tenant or occupant and apply the net amount collected to rent due from Tenant. However, no such assignment, subletting, occupancy or collection shall be considered a waiver of this covenant, or an acceptance of the assignee, sub-Tenant or occupant as Tenant or a release of Tenant from the continuing obligation of Tenant to the terms and conditions of this lease.
- 15. ABANDONMENT:** Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of six (6) or more consecutive days while rent or any owing monies remain unpaid, whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable PA law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Pennsylvania law, and terminate this Lease without notice to Tenant. If Tenant is to be absent from the leased premises for six (6) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:
-
- Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same. Tenant's failure to notify the Landlord in writing of such absence shall create a presumption that the premises and any personal property remaining on the premises are abandoned and shall become Landlord property at Landlord option.
- 16. EFFECT OF CONDEMNATION:** If the whole or any part of the leased premises shall be taken or condemned for any public or quasi-public use or purpose, the term and all rights of Tenant under this lease (other than the right of Tenant for the repayment of security in accordance with the provisions of Paragraph 2 of this lease and the right to a partial refund of the current month's rent) shall terminate in the manner prescribed by statute and as may be permitted by law as of the date of title vesting in the condemning authority. Tenant shall have no claim against Landlord for the value of any unexpired portion of the term. The entire condemnation award or other awards shall be the property of the Landlord, without apportionment, and Tenant assigns to Landlord any and all interest, which Tenant might have in and to such award or awards.
- 17. PETS:** NO ANIMALS OR PETS OF ANY KIND shall be allowed on the premises by Tenant or any other person, not even for visiting purposes, without written permission of Landlord, unless for assistance and support purposes when registered prior with Landlord.
- 18. END OF TERM:** Per the terms of this Lease, Tenant may choose to vacate the premises at the end of the Lease term, provided that the Tenant shall handover and transfer the keys and access codes to the Premises to the Management, and the Premises shall be in a good, broom clean and orderly condition, at the conclusion of the term of this lease. If Tenant is in violation or breach of the Lease then, Tenant shall be responsible for all damages Landlord incurs from Tenant's breach of this Lease by Tenant's failure to vacate the Premises in accordance with the terms of this Lease, and any such monetary obligation shall be considered additional Rent. Tenant must notify Landlord, in writing at least sixty (60) days prior to the last day of the lease if Tenant intends to vacate at the end of the lease. Failure to give such notice, will auto-renew this Lease and gives Landlord the right to charge the amount of the security deposit for any lost rent through the end of the renewed Lease term, if Landlord was not successful in re-renting the Premises to another Tenant. If subject to the terms of this Lease, Tenant terminates the lease before the Expiration Date, then Tenant shall be responsible to pay for the cost of preparing the apartment for a new Tenant, in addition to the monthly rent until such time the Premises are re-occupied. Such monetary obligations shall be considered additional Rent. A security deposit accounting will be processed within 30 days of returning all keys and access codes to Landlord.
- At the end of the term or if permitted, earlier ending date of this Lease, the Tenant shall:

- a. Leave the apartment clean, including all appliances.
 - b. Tenant shall have ten (10) days from the date Tenant vacates the premises to contact the Landlord about Tenants' intentions concerning the removal of any personal property remaining on or about the premises. Landlord is obligated to retain your personal property for thirty (30) days if you make such a request within ten (10) days from vacating. If no such request is made within the ten (10) day period Landlord may dispose of the property at the end of the ten (10) day period. Additionally, Tenant may be held responsible for the costs of removal of storage of personal property after Landlord has the right to dispose of such property.
 - c. Repair all damage caused by moving.
 - d. Return the property to the Landlord in the same condition as it was at the beginning of the term except for normal wear and tear.
19. **NO WAIVER:** The failure of Landlord to insist on strict performance of any covenants or conditions of this lease or to exercise any option conferred in this lease in any one or more instances, shall not be considered a waiver or relinquishment for the future of any such covenants, conditions, options, which shall remain in full force and effect. No provision of this lease shall be considered to be waived by Landlord unless the landlord signs a waiver written in form. Any payment by Tenant or receipt by Landlord of a lesser amount of the earliest unpaid rent, or any endorsement or statement on any check, or any letter accompanying any check or payment as rent shall not be considered a settlement. The landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rents or pursue any other remedy permitted by law.
20. **NOTICES:** Any bill, statement, notice or communication which Landlord may desire or be required to give to Tenant shall be considered sufficiently given if it is in writing, delivered to Tenant personally or sent by regular, first class mail, addressed to Tenant at building of which the leased premises are a part. The time of the rendition of such bill or statement and of the giving of such notice or communication shall be the time when it is delivered to Tenant or mailed. Any such notice by Tenant to Landlord must be served by certified mail, return receipt requested, addressed to Landlord The Premier at City Line, 6100 City Ave, Philadelphia, PA 19131 or at such address as the Landlord may specify by written notice to Tenant.
21. **CUMULATIVE POWERS:** The various rights, remedies, powers, options and elections of the Landlord contained in this lease are cumulative, and none of them shall be exclusive of the others, or of such other rights, remedies, powers, options or elections as are now or may hereafter be conferred upon the Landlord by law.
22. **RULES AND REGULATIONS:** Rules and Regulations are attached to this Lease, and made a part of this lease, and apply to the Tenant, members of his or her household and guests. Rules and Regulations may be modified by the Landlord at any time.
23. **NO REPRESENTATIONS BY LANDLORD:** Tenant has examined the leased premises before signing this lease, or has waived the right of such examination and Landlord or Landlord's agent have made no representations or promises with respect to the leased premises except as set forth in this lease. The taking of possession by Tenant shall be conclusive evidence against Tenant that he has accepted the premises in its current condition and that the premises were in good and satisfactory condition at the time possession was taken. This lease contains all the agreements and conditions between parties hereto.
24. **TENANTS APPLICATION:** Tenant's written application for an apartment is hereby incorporated into and made a part of this Lease. All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may cancel this lease.
25. **MODIFICATIONS TO LEASE:** No modification to this lease and the terms and conditions, unless made in writing and signed by the Landlord shall be valid and enforceable.
26. **TENANT'S RECEIPT:** Tenants acknowledge that they have received a copy of the "Truth in Renting" Statement, the Rules and Regulations of the apartment complex, the Registration Statement of Ownership and Management, and Crime Insurance information, where applicable. The Tenant has read all the terms and conditions and accompanying Rule and Regulations of the Tenancy and acknowledges that no oral representations have been made to him or her by the Landlord or agent and the foregoing contains every representation upon which the Tenant relies.
27. **PARKING:** Subject to the Landlord's Rules and Regulations, the Tenant shall be permitted to properly park one automobile, provided that they are parked in the open space in the parking lot. Landlord does not permit Tenant's guests and visitors to park automobiles except in the areas designated as guest parking. Tenant must provide Landlord with all registration documentation of all vehicles parked on the premises to avoid towing of the vehicle at Tenants expense. Tenant agrees that

any automobile not properly registered with landlord, or not registered with the State of PA, may be towed by Landlords contractor at Tenant's sole expense. Tenant may not perform any type of repairs to Automobiles in any area of the parking lot or its surroundings.

- 28. ADDITIONAL RENT:** Any sums or charges due from Tenant shall be due as additional rent.
- 29. RECREATION & TRANSPORTATION AMENITIES:** This lease shall not confer any rights or privileges with regard to use of any swimming pool and associated or other recreational facilities (herein "facilities"). The facilities are subject to a separate agreement.
- 30. RENT INCREASE BY LAW:** It is agreed that in the event the State of Pennsylvania or any municipal authority adopt any laws, rules and regulations, replaces any required municipal laws, rules and regulation in the area of energy, pass-through charges or any type of charge, the rent is to be paid by the Tenant to Landlord under the Lease shall be increased to reflect the allowable energy or other pass-through charges as of effective date of the new laws, rules or regulation by the State of PA or any other municipal authority.
- 31. VACATION OF APARTMENT DURING LEASE TERM:** In the event that the Tenant does not remain in the premises during the entire term of the lease agreement, Tenant shall remain liable for the rent for the remainder of the Lease term.

The Landlord may approve a **termination fee equal to twice the current monthly rent**, payable by bank check, credit card or Money-Order provided that the Tenant gives the Landlord written notice at least sixty (60) days before he or she vacates the premises and Landlord has consented to the request in writing. Sixty days' notice specifically means two full calendar months ending on the last day of the second month.

In addition, Tenant is responsible for all expenses to refurbish the apartment for the new Tenant. These fees and costs include, but are not limited to, rental and administrative fees, cleaning, painting costs and all necessary repairs.

- 32. DAMAGES:** It is further agreed that if the Tenant fails to perform one or more of the terms, covenants and conditions of this lease, any expense the Landlord may incur to correct the situation, shall be reimbursable to the Landlord by the Tenant with interest. These costs shall be added to the following months' rent and shall be collectible in the same manner as if the money had been rents originally reserved under the lease.
- 33. PAYMENTS:** Tenant shall submit all payments via the property website residential portal or WIPS payment system. In the alternative, if Tenant chooses to submit payment via check or money order, a \$30.00 processing fee shall apply for each payment requiring manual processing.
- If tenant fails to pay rent or any other charges when due, or if Tenant violates/breaks any term or condition of this Lease, Landlord or Landlords Agent may take any or all of the following actions:
- End this lease. (This means a Tenant gives up his/her legal right to longer notice under the Landlord and Tenant Act of 1951.
 - Sue Tenant in Court to recover possession of the property and evict tenant from the property.
 - Sue Tenant in Court for all damages including unpaid rent or any other charges due and owing, including all Court Costs and Attorney's fees.

In this section the tenant gives up his or her legal right to receive notice to vacate/ leave the property.

- 34. CAPTIONS:** Captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Lease.
- 35. SEVERABILITY:** In the event that a provision or a portion of any provision of this lease shall be held to be unenforceable, null and void, or a violation of public policy, such provisions shall be severed from the remainder of this agreement and the remainder of this agreement shall continue in full force and effect.
- 36. OCCUPANCY:** The maximum number of occupants in an apartment shall not exceed two on a one-bedroom apartment and shall not exceed four in a two-bedroom apartment. If a Tenant exceeds the occupancy limits set forth herein at any time during the lease term, the Tenant shall be deemed to have committed an event of default, be in breach of this agreement, and the Landlord shall have the remedies set forth in paragraph 7 of this lease and such other remedied as are allowed by law. The only Occupants of apartment Nr. 1003 are: Taylor Green and Denise Guerrero
- 37. ADDITIONAL TERMS:** If a rider is attached to this Lease containing additional terms they are apart of this lease.
- 38. ACTS OR OMISSIONS:** Landlord and its agents and employees shall not be responsible or liable to the Tenant for any loss or damage that may be suffered by or through the acts or omissions of other Tenants, their guests or invitees, occupying

any other part of the premises of said rented premises are a part or of persons who are by-passers in said premises, or for any loss or damage resulting to the Tenant or Tenants property from busting, fire, sloppage, backing up or leaking of water, gas, electricity or sewers or caused in any other manner whatsoever.

39. **ADDITIONAL AREAS:** If Landlord furnishes any automobile parking space, laundry facilities, recreational areas, swimming pools or any other facilities outside of the residence herein expressly demised to the Tenant, and any person shall use same, such person does so at their own risk and upon the express understanding and stipulation that the Landlord shall not be liable for any loss of property through theft, casualty or otherwise, or for any damage or injury whatever to person and/or property.

40. **CERTIFICATE OF RENTAL SUITABILITY:** Tenant acknowledges receipt of Landlord's certificate of rental suitability and Partners for Good Housing Pamphlet.

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41. **BED BUG ACKNOWLEDGEMENT:** Tenant has inspected the leased premises and has made an independent determination that NO BED BUG INFESTATION exists. Tenant agrees to immediately notify Landlord in the event that Tenant discovers an infestation during the term of this lease or any renewal thereof. In addition, Tenant agrees to follow all instruction during the mitigation and extermination process. **IT SHALL BE A BREACH OF THIS LEASE AGREEMENT IF TENANT FAILS TO COMPLY WITH ANY BED BUG EXTERMINATION TREATMENT OR PROCESS AND/OR ANY INSTRUCTION PROVIDED BY MANAGEMENT OR EXTERMINATION COMPANY.**

42. **KEY/KEY FOB:**

43. **SMOKING POLICY: SMOKING POLICY DISCLOSURE.** Smoking of any illegal substance is prohibited anywhere on the property. For purposes of this paragraph "smoking" includes but is not limited to pipe smoking, cigarette smoking, and cigar smoking. Smoking of tobacco or other legal substances is permitted at a distance of 20 feet from the building, so long as it doesn't interfere/ disturb other tenants.

LANDLORD

Sign: <u> Kyah Brown </u>	Print: _____	Date: _____
Sign: <u> Taylor Green </u>	Print: <u> Taylor Green </u>	Date: _____
Sign: <u> Denise Guerrero </u>	Print: <u> Denise Guerrero </u>	Date: _____
Sign: _____	Print: _____	Date: _____
Sign: _____	Print: _____	Date: _____
Sign: _____	Print: _____	Date: _____
Sign: _____	Print: _____	Date: _____

GUARANTOR (if other than Tenant)

Sign: _____	Print: _____	Date: _____
Sign: _____	Print: _____	Date: _____

44. **LEAD-BASED PAINT DISCLOSURE:**

Every Lessee of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Lessor of any interest in residential property is required to disclose to the lessee the presence or absence of any lead based paint and/or lead based paint hazards. In residential housing constructed prior to 1978, a comprehensive lead inspection or risk assessment for possible lead-based paint and/or lead based paint hazards is recommended prior to lease.

The Philadelphia Department of Public Health has determined that most housing built in Philadelphia before 1978 contains dangerous lead paint. This property was built before 1978, therefore, without a comprehensive lead inspection, conducted by a certified lead inspector, showing there is no lead paint or there are no lead-based paint hazards, you can assume that this property contains lead-based paint. The Landlord does not know of any lead-based paint or lead based paint hazards on the Property unless stated below:

Every lessee of any interest in residential property is notified that any residential dwelling, regardless of construction date, may have a lead water service line or lead plumbing components. Regardless of the construction date, the Lessor of any interest in residential real property is required to disclose to the lessee the known existence of a lead water service line. You are advised to read the pamphlet containing information of lead water service lines and lead plumbing components provided at the time of entering into the lease.

Please be advised that you (lessee) have a ten (10) day period following the signing of this lease, to obtain, at your own expense, a comprehensive lead inspection and risk assessment from a certified lead inspector. Should the inspection reveal lead-based paint or lead-based paint hazards on the premises; or in the case of any residential housing, should the inspection reveal a lead service line or lead plumbing components, you (lessee) may terminate the lease within two business days of the receipt of the inspection report, with all moneys paid on account to be refunded to you (lessee). Failure of the lessee to obtain such inspection within the permitted ten days and/or failure to terminate the lease upon a finding of lead-based paint or lead-based paint hazards or a lead service line or lead plumbing components within the two-day period will constitute a waiver of the right to conduct an independent inspection and the lease will remain in full force and effect.

TENANT ACKNOWLEDGES RECEIPT OF A CURRENT PAMPHLET PRODUCED BY THE CITY THAT DESCRIBES THE BEST PRACTICES FOR REDUCING THE RISK OF LEAD EXPOSURE FROM LEAD SERVICE LINES AND LEAD PLUMBING COMPONENTS.

Sign: Taylor GREEN Print: Taylor Green Date: _____

Sign: DENISE GUERRERO Print: Denise Guerrero Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

TENANT ACKNOWLEDGES THAT LANDLORD HAS DISCLOSED THE EXISTENCE OF ANY KNOWN LEAD SERVICE LINE.

Sign: Taylor GREEN Print: Taylor Green Date: _____

Sign: DENISE GUERRERO Print: Denise Guerrero Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

IN THE EVENT THAT A CHILD AGED 6 OR UNDER IS LIVING IN THE LEASED PREMISES, TENANT ACKNOWLEDGES RECEIPT OF A CERTIFICATION THAT THE PROPERTY IS LEAD SAFE, AND THAT SAID CERTIFICATION WAS BASED ON AN INSPECTION NO MORE THAN 24 MONTHS PRIOR TO THE DATE OF THIS LEASE. FOR A CERTIFICATION THAT THE PROPERTY IS LEAD FREE, SAID CERTIFICATION MAY BE BASED ON AN INSPECTION ANY TIME PRIOR TO THE DATE OF THE LEASE. LANDLORD ACKNOWLEDGES THAT SAID SIGNED CERTIFICATION HAS ALSO BEEN PROVIDED TO THE DEPARTMENT OF PUBLIC HEALTH.

Landlord states as follows: [Landlord check one]

[] The leased premises were constructed in 1978 or later.

[] The leased premises were constructed prior to 1978. Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenant and any agents, of the Lead-Based Paint Disclosure Form attached hereto and incorporated into this lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenant, and Tenant received the EPA pamphlet “Protect Your Family from Lead in Your Home.”

IN WITNESS TO THIS RESIDENTIAL LEASE WHEREOF, the Landlord has caused this lease to be signed and executed by its duly authorized agent and the Tenant has hereunto set his hand and seal this 03/23/2023

LANDLORD

Sign: Kyah Brown Print: _____ Date: _____
Sign: Taylor Green Print: Taylor Green Date: _____
Sign: Denise Guerrero Print: Denise Guerrero Date: _____
Sign: _____ Print: _____ Date: _____
Sign: _____ Print: _____ Date: _____
Sign: _____ Print: _____ Date: _____
Sign: _____ Print: _____ Date: _____

GUARANTOR (if other than Tenant)

Sign: _____ Print: _____ Date: _____
Sign: _____ Print: _____ Date: _____

“MEGAN’S LAW STATEMENT: Under Pennsylvania law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their personal capacity, landlords are not entitled to notification by the county prosecutor under Megan’s Law and are unable to obtain such information as may be disclosed to you.”

RULES AND REGULATIONS FOR ALL APARTMENTS

ALL THE TENANTS AND OCCUPANTS AGREE:

1. They shall not install, affix, paint on or expose any sign, notice, advertisement, illumination or projection out of the windows or on the exterior, or from the building, or upon it in any place.
2. They shall not only use such shades, window ventilators or guard in the windows of the apartment as are put up or approved by the Landlord. No awnings permitted.
3. **NO ANIMAL (OTHER THAN SERVICE/ ASSISTIVE SUPPORT ANIMALS REGISTERED WITH MANAGEMENT) OR BIRD SHALL BE PERMITTED IN THE LEASED APARTMENT OTHER THAN A REGISTERED AND MANAGEMENT APPROVED PET. TENANT IS RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE CAUSED BY SUCH ANIMALS BEING PRESENT ON THE PROPERTY.**
4. If the Tenant desires telephone connections, the wire so introduced shall be without injury or damage to the premises and Tenant will be responsible for any damage occasioned by the installation, use or removal of such instruments. The Tenant must inform the telephone company that there is an active line pre-wired in the kitchen and that any further installation of any type of communication device is solely the responsibility of the Tenant.
5. To place paper and discarded article and recyclables in the proper garbage containers or receptacles provided, and to place all garbage in properly sealed plastic bags, deposit in the proper receptacle and, where applicable where all receptacles shall be covered. Failure to comply with this requirement will result in a charge of \$200.00 to the Tenant for each violation. This charge shall be considered additional rent, payable within thirty (30) days. If the municipal government shall impose any penalty whatsoever on the Landlord, then, in addition to the \$200.00 fine, the Tenant will be responsible for any additional township charges.
6. Not to make or permit any disturbing noises in the premises by himself, his family or friends nor do or permit to be done anything which will infer with the rights, comforts or convenience of the other Tenants; not to play upon or cause to be played upon any musical instruments nor to operate the radio, television or phonograph between the hours of ten 'o'clock in the evening and the following day nine 'o'clock in the morning if same will disturb or annoy other Tenants or occupants of the same or other units.
7. The sidewalks, halls, passages or stairs shall not be obstructed by the Tenants or their goods, or used by them for any purpose other than entering or exiting their respective apartments. No items permitted in halls or at apartment entrance doors, balconies, porches or on lawns or walks.
8. Bicycles, tricycles, baby carriages, go carts/ shopping carts and other vehicles of like nature shall not be left in the hall or on the sidewalks or grounds at any time. Nothing is to be stored in any of the Furnace Rooms.
9. The toilet rooms, water closets and other water apparatus shall not be used for any other purposes than those for which they were constructed, and no sweepings, rubbish, rags, ashes, ink, chemicals, garbage and refuse matter from electric batteries or other noxious substances shall be thrown in any location which shall result in damage to the property or receptacle. Any damage resulting from such misuse or abuse shall be borne and paid for by the Tenant by whom, or by whose employees, such damage is caused.
10. Pianos, furniture, goods, and freight shall be brought, delivered and received into the building and taken out by arrangement with the Landlord or agent in charge of the building.
11. Tenant shall ensure that windows and doors of their apartments are closed and securely fastened before leaving the premises and will be held responsible for any damage resulting from frost, rain or other causes in violation of this rule.
12. Tenant shall not use or keep in this building any explosives or illumination material except electric light or candles.
13. Tenant shall not waste or unreasonably use water.
14. Tenant shall at all times keep the dwelling and fixtures in a clean and sanitary condition.
15. Tenant shall report to the Landlord and the appropriate health authorities any case of infectious or contagious presence occurring in the premises and they shall report to the Landlord the presence of insects or vermin in the premises.
16. Tenant shall report to the Landlord at once, any accidents or injury to water pipes, toilets drains or fixtures, or other property of the Landlord, and all breakage, damage or loss of any kind.
17. Tenant shall not permit persons to play in public halls on roofs, stairways, cellars, walks, grounds, or areas, except in the regular playground area that may be provided for person's use.
18. Tenant shall not use any tacks, nails, or other fasteners, or cements in laying carpets, rugs, or linoleum on the floors.
19. Tenant shall not place any nails, bolts, or screws in the walls, doors, or trim other than customary nails for picture hanging.
20. Tenant shall not install any radio or television aerial wires of any description on or in the buildings or hang them from the windows.
21. Tenant shall upon termination of this lease, return all keys for the apartment or pay for the same.
22. Tenant shall permit the landlord or its agents or employees to enter premises at any reasonable hour for the purpose of exterminating insects or vermin, and to allow the Landlord to take all materials into the premises that may be required

- for that purpose without the same constituting and eviction, and the rent shall still be required to be paid in full for the entire month and on time while such work is being done.
23. Landlord in all cases shall retain the right to control and prevent access into the buildings and grounds of all persons whom it is considered undesirable.
 24. Solicitation, canvassing, door-to-door sales, and the distribution of advertising, religious and other types of literature within the premises are prohibited.
 25. All personal property placed in the premises or store in trunk rooms and storage rooms and garages shall be at the risk of the Tenant or owner of such personal property and the Landlord will not be responsible for any damage or injury to or loss of such personal property from any cause.
 26. Landlord shall not be responsible for any articles left with any employee.
 27. Landlord may terminate the lease of the Tenant for violation of any of the terms and conditions or of any of the rules and regulation prescribed by the landlord by giving Tenant five (5) days prior notice in writing.
 28. Tenant will not hang or permit to be hung any article on the outside of the premises or out of the windows or make or permit to be made any disturbances or noises detrimental to the premises or the comfort of other inhabitants of the premises nor any act or thing which may be or grow to be any annoyance, damage and disturbance to the Landlord or any other Tenant.
 29. Use of play areas and Property amenities by Tenant and by the children of the Tenant is at their own risk. The children shall at all time be under the supervision of the Tenant.
 30. If Landlord files a legal action against Tenant for any violation or breach of lease agreement including non-payment of rent, disturbances, criminal activity etc., Tenant shall be responsible for all legal expenses that Landlord incurred, including but not limited to attorney's fees, legal fees and/or court and filing costs
 31. Tenant and Tenant's children and Visitors are not permitted to destroy lawns or shrubs, dig or in any way molest or destroy buildings or grounds.
 32. No parking is permitted in any driveway. Only designated parking areas may be used.
 33. No drying of clothes is permitted by hanging them or leaving them outside of the apartment or the building.
 34. No (i) trailers (ii) trucks of any kind (iii) motor bikes or motorcycles (iv) boats (v) boat trailers (vi) taxicabs or (vii) disabled vehicles of any kind shall be stored or permitted to remain upon Landlord's parking facilities or any other part of the Landlord's land premises. Any such vehicle located on premised will be towed at owner's expense.
 35. All apartment and building entrance doors shall be kept locked at all times.
 36. In apartments where carpeting is supplied by the Landlord, the Tenant is responsible for maintaining and replacing same at his own cost and expense during the term of the lease.
 37. There shall be no washing, cleaning, polishing or repairing of motor vehicles on the grounds parking facilities or any other part of landlord's premises.
 38. The list of items not to be thrown in toilets, water, closets, etc. Are as set forth in rule 9 is amended to also specifically prohibit the throwing or insertion of diapers, panties, or sanitary napkins.
 39. Prior to or at the time that snow fall accumulation exceeding two inches, any and all automobiles shall be removed from the parking lots, until Landlord has completed snow removal. It is understood that automobiles not removed will be towed away at the Tenant's sole expense.
 40. Barbecue grills, braziers, portable stoves, hibachi and all similar devises for cooking or heating food shall not be used under any circumstances except in areas designated by the Landlord.
 41. No sidewalks, lawns, or parking areas shall be used for sports, games or other recreational purposes. Wading pools or swimming pools of Tenants are expressly prohibited.
 42. The Landlord may designate, from time to time the manner of garbage collection and the place or places in which garbage deposits shall be made, including but not limited to centralization bins, and the Tenant shall at all time fully comply with Landlord.
 43. Tenant, upon termination of the lease shall return all apartments keys or pay a charge for lock changes, including labor in connection with the failure to return these keys promptly.
 44. Tenant agrees and understands that the onsite personnel (and any other non-Jewish workers supplying services to the tenant) are employees of the tenant in addition to being an employee of the Landlord/Owner and shall be managed and administrated solely by Landlord/Owner/Management. A small portion of the monthly rent shall serve as the tenant's remuneration for same. This clause/agreement may be terminated by the Landlord/Owner upon 30 days written notice
 45. At any and all time occupancy of the apartment shall be solely by the persons listed in the tenancy application, and no other person or persons.
 46. Automobiles operated within parking lots and driveways shall not exceed the speed limit of ten miles per hour. There shall be no excessive sounding of horns and no automobiles with noisy muffler shall be operated within the parking lots or driveways of the apartment complex.
 47. Tenants shall at all time keep a duplicate key to the apartment on deposit with the Landlord or its agent. Tenant shall at all time keep Tenant's telephone number and automobile license plate on file with Landlord or its agent.
 48. As part of the lease agreement, Tenant specifically relieves the Landlord of any and all liabilities in the event Tenants burglar alarm system does not work. At The Premier at City Line Landlord does not provide any burglar alarm system.

- 49. Recreation, laundry rooms may not be used for the purpose of sleeping
- 50. Tenants shall at all times keep Smoke Detectors and Carbon Monoxide Detectors in proper working order including the replacement of batteries whenever necessary, at their sole cost and expense.
- 51. Lock out fee: If Tenant gets locked out of the apartment and needs the assistance of the superintendent and/or management officer to reenter, a \$50.00 fee will be charged during business hours, Monday through Friday, and a \$150.00 fee after business hours and during weekends; set fees being due and payable as additional rent. Management may require Tenant to contact a locksmith to gain entry.

I have read the Rules and Regulations for all apartments listed as number 1-51 and I agree perform with, and not to violate any and all of them. If I do violate any of the rules and regulations, I understand that I may be evicted.

Tenant hereby agrees not to look to the mortgagee, as mortgagee, mortgagee in possession, or successor entitled to the property, for accountability for any security deposit required by the Landlord hereinunder, unless said sums have actually been received by said mortgagee as security of the Tenant performance of this lease.

Tenant hereby agrees not to handle, store or dispose of any hazardous or toxic waste or substance upon the premises, which is prohibited by any federal, state or local statues, ordinance or regulations. Tenant hereby covenants to indemnify and hold landlord, its successors and assigns, harmless for any such hazardous or toxic wastes or substances on the premises.

IN ORDER TO ALLOW US TO PROPERLY CREDIT YOUR RENT PAYMENT, PLEASE INDICATE YOUR ID NUMBER IN THE UPPER LEFT-HAND CORNER ON YOUR CHECK. YOUR ID NUMBER IS YOUR APARTMENT NUMBER PLUS THE FIRST THREE LETTERS OF YOUR LAST NAME (THE NAME THAT APPEARS ON THE LEASE).

Sign: <u> Taylor GREEN </u>	Print: <u> Taylor Green </u>	Date: _____
Sign: <u> DENISE GUERRERO </u>	Print: <u> Denise Guerrero </u>	Date: _____
Sign: _____	Print: _____	Date: _____
Sign: _____	Print: _____	Date: _____
Sign: _____	Print: _____	Date: _____
Sign: _____	Print: _____	Date: _____

Lead Paint Disclosure Statement Form Rider

Housing built before 1978 may contain lead-based paint, paint chips, and dust. These can present health hazards if not taken care of properly. Lead paint exposure is especially harmful to young children and pregnant women. Before renting 1978 housing lessor landlords must disclose the presence of lead-based paint and lead based paint hazards in dwelling. Lessee (Tenant) must also receive federally approved pamphlet on lead paint poisoning prevention.

Landlord's Disclosure (initial)

- a) Presence of lead-based paint hazard. (Check one below)
 - (I) Known lead-based paint hazards are in the house.
(Explain)
 - (II) Landlord has no knowledge of lead-based paint or lead-based paint hazards in the housing.

- b) Records and reports to the landlord. (Check one below:)
 - (I) Landlord has provided the Tenant with all of the available records pertaining to lead-based paint hazards in the housing. (List documents below)
 - (II) Landlord has no records pertaining to lead-based hazards in the housing.

Tenant's Acknowledgement:

- c) Tenant has received all of information listed above.
- d) Tenant has received the pamphlet entitled 'Protect Your Family from Lead in Your Home'

Landlords or Broker Acknowledgement:

- e) The Broker or Licensee had informed the landlord of his obligations under 42 USC 4582 (d) and is aware of his/her responsibility to endure compliance.

Certificate of Accuracy

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

Sign: Kyah Brown Print: _____ Date: _____

Sign: Taylor Green Print: Taylor Green Date: _____

Sign: Denise Guerrero Print: Denise Guerrero Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

GUARANTOR (if other than Tenant)

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Mold/Moisture Disclosure Statement

There are no established guidelines for unacceptable air quality caused by mold. Mold is a naturally occurring phenomenon. Mold and/ or mildew should be cleaned as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray, brown, orange, yellow and other colors. Your housekeeping and living habits are an integral part of the ability of mold to grow. In order for mold to grow, water and/or moisture must be present.

RESIDENT AGREES to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, RESIDENT AGREES TO PERFORM THE FOLLOWING:

1. To keep the Premises free from dirt and debris that can harbor mold;
2. To inspect the Premises regularly for the indications and sources of indoor moisture;
3. To immediately report to management any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air-dry wet clothes indoors;
5. To always utilize stove hood vents when cooking items that may cause steam;
6. When showering/bathing, to always utilize the bathroom fan and to notify management of any nonworking fan;
7. To water plants outdoors;
8. To notify management in writing of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
9. *TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;*
10. To clean *upon first appearance*, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one-part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
11. *TO REPORT TO MANAGEMENT IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH on surfaces inside the Premises;*
12. To allow management *immediate entry* to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present;
13. To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit;
14. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home;
15. To notify management of any problems with air-conditioning or heating systems that are discovered by Resident;
16. To maximize the circulation of air by keeping furniture away from walls and out of corners;
17. *In addition to the above, Resident further agrees to perform all responsibilities set forth in the MOLD/MOISTURE DISCLOSURE STATEMENT.*

RESIDENT FURTHER AGREES to indemnify and hold harmless Owner and Owner's management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Owner and/or its management agents may sustain or incur as a result of Resident's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Resident or any other person living in, occupying, or using the Premises.

Resident hereby certifies that Resident has read the MOLD/MOISTURE DISCLOSURE STATEMENT and has read and understood the contents of this STATEMENT and has received a duplicate copy.

Sign: Taylor Green Print: Taylor Green Date: _____

Sign: Denise Guerrero Print: Denise Guerrero Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Philadelphia Bed Bug Addendum

Resident: Taylor Green and Denise Guerrero

Property Address: 6100 City Ave, 1003 , Philadelphia, PA 19131

- I. The history of bed bugs in your unit during the previous 120 days is as follows:
(*check one*)
 - A. There has been no history of bed bug infestation
 - B. There was a report of bed bugs. Appropriate remediation was performed and the unit is now deemed clear of any bed bug infestation. Documentation of the remediation is available for review in the Management Office.
 - C. Resident acknowledges having received the informational notice regarding bed bugs prepared by the City of Philadelphia, a copy of which is attached hereto.
- II. Owner has developed, maintained and is following a bed bug control plan as required by City of Philadelphia ordinance Section 9-4500 et seq.
- III. Owner and Resident acknowledge their responsibilities as set for the in City of Philadelphia Ordinance Section 9-4502, including the following:
 - A. Landlord obligations: Upon notification by a person who finds or reasonably suspects an infestation of bed bugs in a rental unit, the landlord shall:
 - 1) acknowledge the complaint within five business days of notification of the suspected infestation;
 - 2) obtain investigatory and remedial services from a pest management professional within ten business days of notification;
 - 3) upon a determination of an infestation, provide remedial services until such time as a pest management professional determines that no evidence of bed bugs can be found in the unit;
 - 4) in buildings of four or more units, obtain investigatory services of such a professional in connection with any unit directly adjacent to, above or below the unit from which the original report came;
 - 5) provide tenants with no less than 24-hours notice in advance of entering a unit for purposes of inspection, remediation or monitoring in connection with a bed bug complaint;
 - 6) provide all tenants of units affected by a bed bug complaint with written notice of the pest management professional's determination in connection with such unit within five business days of receipt of information from the professional. Similar notification shall be provided to all tenants in connection with determinations made regarding a common area of a building;
 - 7) obtain reasonable monitoring services for a period of 12 months after no evidence of bed bugs can be found in connection with any unit determined to be infested. If the unit is leased to a new tenant during the monitoring period, the landlord must fully explain the monitoring activities to the new tenant and continue monitoring during such period; and
 - 8) maintain a written record of all complaints and control measures provided, including reports of chemicals applied and other remedies provided by the pest management professional or other person and any other reports or receipts prepared by the pest management professional. Such records shall be maintained for two years.

B. Tenant Obligations.

- 1) A tenant shall not knowingly bring into the building personal furnishings or belongings that are infested with bed bugs.
- 2) A tenant that finds or reasonably suspects a bed bug infestation in the tenant's dwelling unit or a common area of the building shall notify the landlord within five business days of finding or suspecting the infestation.
- 3) A tenant that notifies a landlord of a suspected infestation, or that is advised by a landlord in writing of a suspected infestation in the building, shall cooperate with reasonable recommendations provided by a pest management professional hired by the landlord to investigate and remediate the infestation, including by:
 - (a) granting access at reasonable times to the tenant's unit for purposes of inspection and remediation, upon reasonable notice by the landlord;
 - (b) not interfering with inspections or remediation efforts;
 - (c) carrying out reasonable preparations, such as cleaning or moving furniture, before treatment, in accordance with the recommendations of the pest management professional; and
 - (d) carrying out other reasonable recommendations of the pest management professional.

C. Responsible Party.

- 1) If tenant notifies landlord in writing within 365 days after the lease commencement date that tenant found or reasonably suspects a bed bug infestation, or within 180 days of discovery of a bed bug infestation in an adjoining unit in the building, landlord shall be responsible for the costs of investigating and remediating the infestation.
- 2) If tenant notifies the landlord in writing more than 365 days after the lease commencement date that tenant found or reasonably suspects a bed bug infestation, landlord shall be responsible for investigating and remediating the infestation, provided that tenant shall share in the responsibility for the reasonable costs thereof. Tenants shall not be responsible to share in costs in connection with properties managed by the Philadelphia Housing Authority or properties for which rent is paid through a government housing subsidy or voucher program.

<p><u>Rayh GREEN</u> Resident</p> <p>_____</p> <p>Date</p>	<p><u>Donna Burnes</u> Resident</p> <p>_____</p> <p>Date</p>
<p>_____</p> <p>Resident</p> <p>_____</p> <p>Date</p>	<p>_____</p> <p>Resident</p> <p>_____</p> <p>Date</p>
<p>_____</p> <p>Resident</p> <p>_____</p> <p>Date</p>	<p>_____</p> <p>Resident</p> <p>_____</p> <p>Date</p>
<p><u>Kyah Brown</u> OWNER or AGENT FOR OWNER</p> <p>_____</p>	<p>_____</p> <p>Date</p>

Pet Agreement
Addendum to Lease

Landlord: The Premier at City Line

Tenant(s): Taylor Green and Denise Guerrero

Address: 6100 City Ave, 1003 , Philadelphia, PA 19131

Tenant and Landlord agree that Tenant may keep pets in the leased Premises. Exotic or farm animals including ferrets, snakes, lizards, pigs or similar are strictly prohibited, even for temporary stay.

No more than (2) pets are allowed and the following describes the specific pets agreed to:

Pet Description 1			
Sex: N/A	Type: N/A	Color: N/A	Breed: N/A
Name: N/A		Age: N/A	Weight: N/A

Pet Description 2			
Sex: N/A	Type: N/A	Color: N/A	Breed: N/A
Name: N/A		Age: N/A	Weight: N/A

Tenant must specify a description that identifies the specific pets to be allowed.

Tenant agrees to pay, as additional rent, a N/A monthly Pet Fee, which will allow Tenant to keep the described pet(s) in the leased Premises until the end of the Lease or until the pet dies.

Tenant must notify Landlord before replacing a specifically described pet with another and must obtain a newly executed copy of this pet agreement before allowing such new pet in the leased Premises.

In addition to the monthly Pet Fee described above, the Tenant agrees to pay a **One-Time Non-Refundable Pet Fee Per Pet**, in the amount of N/A.

Aggressive breeds including but not limited to: Pit Bull, Staffordshire Terrier, American Bulldog, American Bully, Rottweiler, Chow Chow, Doberman, Mastiff, German Shepherd, Wolf Breeds or dogs that have been trained as guard or attack dogs, or mixed breeds of the foregoing **are not** permitted under any circumstance. Puppies of any breed or pets that are not housebroken are **unacceptable**.

Pets weighing over 50 lbs are not permitted. Please recognize the existence of aggressive breeds and dogs weighing over 50 lbs may occupy the premises as they are considered a part of a grandfather clause which is an exception that allows an old rule to continue to apply to the existing Tenants with aggressive breeds or dogs weighing over 50 lbs.

Tenant further agrees to observe the following Pet regulations at all times:

1. Any Pet must be on a leash at any time the pet is outside the leased Premises (apartment)
2. Pets must be attended by the Tenant or Tenant's representative at all times and must be walked away from apartment buildings in designated areas.
3. Tenant must pick up and dispose of Pet defecation each time the Pet is taken outside the leased Premises.
4. Tenant agrees to not leave any Pet alone in the apartment for unreasonable periods of time and to be sure that all Pets are provided for with food and water within the leased Premises.
5. Tenant is responsible to ensure that the permitted Pets will not bark or make any other noise that may be disturbing to other tenants.
6. Tenant agrees that even though Tenant has paid an additional non-refundable one-time fee and monthly pet rent in order to have a pet that Tenant is responsible for any damages caused by the Pet, or Pets usage of the Premises.
7. Tenant agrees to correct the problem or remove the offending Pet within twenty-four (24) hours of notification by Landlord that Pet is disturbing other Tenants, visitors, personnel or similar including but not limited to disturbance of barking, odor etc.

Sign: Taylor Green Print: Taylor Green Date: _____

Sign: Denise Guerrero Print: Denise Guerrero Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Smoke Alarm, Carbon Monoxide Detector

Tenant (s): Taylor Green and Denise Guerrero
Address: 6100 City Ave, 1003 , Philadelphia, PA 19131

The undersigned Tenant personally tested all the smoke alarms at the above address and do state that they were in good working order at the time of taking possession.

I fully understand that I will be responsible to test all smoke alarms in my unit on a regular basis and to replace the batteries when needed to insure continuous operation.

I agree not to remove batteries or detectors for any reason and replace batteries as needed and will inform landlord of any non-working detectors.

Landlord or his agent will make regular inspections of the smoke alarms. Smoke alarms not to be working due to bad batteries, or missing batteries is a violation of your rental agreement.

Number of carbon monoxide detectors:

Number of smoke alarms in unit:

REPLACEMENT: Tenant agrees to reimburse Landlord upon request, for the cost of each of the following: a new smoke detector or carbon monoxide detector, in the event each of the existing smoke detector or carbon monoxide detector becomes damaged, lost or removed from your unit.

Disclaimer: You acknowledge and agree that owner or owner's agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detectors or carbon monoxide detectors. You assume full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the operation, malfunction or failure of the smoke detectors or carbon monoxide(s). Owner or owner's agent, whether oral or implied, or otherwise, has made no representations, warranties, undertaking or promises, its agents or employees to you regarding said smoke detector(s)/ carbon monoxide detector(s) or the alleged performance of the same. Owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s)/ carbon monoxide detector(s) including express or implied warranties. Owner or agent shall not be liable for damages, losses and or injuries to person(s) or property caused by (1) malfunction or failure of the smoke detector(s)/ carbon monoxide detector(s), (2) Your failure to notify owner of any problem, defect, malfunction or failure of the smoke detector(s)/carbon monoxide detector(s), (3) Theft of the smoke detector(s)/carbon monoxide detector(s) or it's serviceable battery and or (4) false alarms produced by the smoke detector(s)/carbon monoxide detector(s). Entire Agreement: The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s)/carbon monoxide detector(s) in the above referenced residence. Any agreement that in any way varies the terms of this addendum shall be completely void unless such agreement is in writing and signed by both parties. Term: The term of this addendum shall be the same term as the lease agreement, renewal lease or extension of the rental. Acknowledgment: I/We acknowledge that I/We have read this addendum and it places a duty upon me/us to regularly test the smoke detector(s)/carbon monoxide detector(s) and report all malfunctions of the same to lessor or agent in writing.

Sign: Kyah Brown Print: _____ Date: _____

Sign: Taylor Green Print: Taylor Green Date: _____

Sign: Denise Burennes Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

GUARANTOR (if other than Tenant)

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

Waiver and Release (Fitness Center, Pool and All Community Amenities)

I, the undersigned, have read and understand the General Rules for Fitness Center/ Pool/ Community Amenity use. I acknowledge a full understanding of the inherent dangers and risks associated with the use of this facility and/or any fitness/wellness activity occurring therein.

I acknowledge that participation in this facility is strictly voluntary and has not been requested or required by The Premier at City Line.

I acknowledge it is recommended that I seek approval from my physician before implementing an exercise regimen, as there may be significant health risks associated with exercising. I also understand that injury or death may result if equipment is not used properly.

I understand that in the event of accident or injury, personal judgment may be required by The Premier at City Line employees, agents, representatives, or volunteers regarding what actions should be taken on my behalf.

Nevertheless, I acknowledge that The Premier at City Line and/or by The Premier at City Line personnel may not legally owe me a duty to take any action on my behalf. I also understand that it is my responsibility to secure personal health insurance in advance, if desired.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any fitness/wellness facility activity. I acknowledge that I have either had a physical examination and have been given a physician’s permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician.

I understand that the activities, facilities, programs, and services offered by The Premier at City Line may sometimes be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some The Premier at City Line employees, agents, representatives, or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services.

In consideration for being permitted to participate in this program, and because I assume all risks involved, I hereby agree that I am responsible for any resulting personal injury, or injury for anyone under my care, damage to or loss of my property which may occur because of my participation or arising out of my participation in the Pool/ Fitness Center/Amenity or any fitness/wellness activity occurring therein.

I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.

Notwithstanding the risks associate with COVID-19, which I readily acknowledge, I hereby willingly choose to utilize the Amenities.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless The Premier at City Line, its officers, officials, agents students and/or employees (“Releasees”) from any and all claims, demands, damages, rights of action or causes of actions, present or future, arising out of my use or occupancy of the Pool/ Fitness Center/ Amenities or any fitness/wellness activity occurring therein, including any injuries arising from the negligence of the Releasees

or otherwise, to the fullest extent permitted by law. I further state that I am at least eighteen (18) years of age and fully competent to sign this document; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS CONSENT AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST The Premier at City Line FOR ANY INJURY SUSTAINED.

Sign: <u> Taylor Green </u>	Print: <u> Taylor Green </u>	Date: <u> </u>
Sign: <u> Denise Guerrero </u>	Print: <u> Denise Guerrero </u>	Date: <u> </u>
Sign: <u> </u>	Print: <u> </u>	Date: <u> </u>
Sign: <u> </u>	Print: <u> </u>	Date: <u> </u>
Sign: <u> </u>	Print: <u> </u>	Date: <u> </u>
Sign: <u> </u>	Print: <u> </u>	Date: <u> </u>

Document Information

Document Reference Number: 275163




PGW Exhibit 7












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Document Pages: 23

Signatures: 27
Initials: 4

Status: Completed

Signature Summary	Signature	Initials	Timestamp	Signing Status
Taylor Green		TG	03/23/2023 11:49:27 AM EST	Completed
Document Started: Email Address:	03/23/2023 11:34:32 AM EST greent2252@gmail.com			
Denise Guerrero		D.G.	03/23/2023 11:51:37 AM EST	Completed
Document Started: Email Address:	03/23/2023 11:51:26 AM EST deniseguerrero22@gmail.com			
Kyah Brown		KB	03/23/2023 12:02:06 PM EST	Completed
Document Started: Email Address:	03/23/2023 12:01:46 PM EST kyahb@premieratcitylineapt.com			

Signature Details	Page	Signature/Initials	Signing Status	Tracking Details
Taylor Green	2	TG	Completed	IP Address: 74.109.25.240 Timestamp: 03/23/2023 11:49:42 AM EST User Agent: Chrome on Windows
Taylor Green	8	TG	Completed	IP Address: 74.109.25.240 Timestamp: 03/23/2023 11:49:52 AM EST User Agent: Chrome on Windows
Taylor Green	8		Completed	IP Address: 74.109.25.240 Timestamp: 03/23/2023 11:49:55 AM EST User Agent: Chrome on Windows
Taylor Green	9		Completed	IP Address: 74.109.25.240 Timestamp: 03/23/2023 11:50:01 AM EST User Agent: Chrome on Windows
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