

**RESIDENTIAL LEASE AGREEMENT
RIVER OAK APARTMENTS**

THIS IS A RESIDENTIAL LEASE; EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

THE DATE OF THIS LEASE IS, _____ BY AND BETWEEN, **RIVER OAK LLC,**
LANDLORD, AND AGENT FOR LANDLORD: **READING HOUSING AUTHORITY,**
AND TENANT:

Landlord agrees to rent to Tenant the "Leased Unit" on the following terms and conditions:

1. **ADDRESS OF THE LEASE UNIT:** _____

2. **TERM:**

Length of Lease:

Lease Begins On: _____

Unless Renewed, this Lease Ends On: _____

3. **RENT:**

Total Rent For Lease Term: \$ _____

Rent for Each Month: \$ _____

Tenant must pay rent to Landlord or Agent for Landlord by the first (1st) day of every month. The Tenant's check should be made payable to: **RIVER OAK LLC** and mailed or delivered to **125 River Road, Reading, Pennsylvania 19601**, or such other address designated by Landlord or Landlord's agent from time to time. If Tenant's check is returned by the bank, Tenant will pay a charge of \$50.00 as additional rent. If any of the rent is not paid by the fifth (5th) day of the month, Tenant must pay a late fee of 10% of the monthly rent.

4. **SECURITY DEPOSIT:**

Tenant has paid to Landlord a security deposit of \$_____, as security that Tenant will perform his/her obligations under this Lease. Landlord may use the security deposit to pay for losses or damages caused by Tenant's breach of this Lease. Landlord may also use the security deposit to pay for any damage to the Leased Unit. Tenant must pay losses or damages which are not covered by the security deposit as additional rent. Tenant may not use the security deposit to pay the rent for the Leased Unit. Landlord may keep the security deposit if Tenant fails to make rental payments or if Tenant leaves before the end of the Lease Term. Landlord will deposit the security deposit at First Union National Bank, or other banking institution as landlord, in his sole discretion, may decide. Tenant must vacate the Leased Unit and give Tenant's new address to Landlord in writing before Tenant is eligible for return of the security deposit.

5. UTILITIES.

Landlord will pay for the following utilities: **Trash Pick-up, Water & Sewer service.** Tenant will pay for all other utilities. Tenant agrees to place all other utilities in the name of Tenant and agrees to pay all bills when due. Landlord is not responsible for any inconvenience or loss caused by interruption of any utilities services.

6. USE AND OCCUPANCY.

(a) Tenant will personally use and continuously occupy the Leased Unit as a residence for Tenant and person(s). Only the following persons may reside in the Leased Unit:

It is a breach of this Lease to have any person(s) living in the Leased Unit who is (are) not listed in this Paragraph.

(b) Tenant will not remove or attempt to remove Tenant's personal property without first paying to Landlord all rent due for the balance of this Lease.

(c) Tenant will notify Landlord in advance if Tenant intends to be away from the Leased Unit for more than 10 days.

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

(e) Tenant will not act in any way which unreasonably disturbs the peace and quiet of other residents or of Landlord or Agent.

(f) Tenant agrees to execute a release for verification for utilities on an annual basis.

7. POSSESSION.

Landlord will make a good faith effort to make the Leased Unit available to Tenant on the day this Lease is scheduled to begin. If any delay does occur, no rent is due until the Leased Unit is available to Tenant. Tenant can end this Lease by written notice to Landlord by certified mail, return receipt requested, if the Leased Unit is not available within 10 days after the Lease beginning date. Tenant's only remedy is to end the Lease. Landlord is not responsible for any inconvenience, loss or damage if there is any delay in making the Leased Unit available to Tenant.

8. SUB-LETTING.

Tenant may not sublease, transfer or assign this Lease. No person is allowed to occupy the Leased Unit unless specifically named in Paragraph 6(a).

9. ALTERATIONS.

Tenant may not remodel or make any structural changes to the interior or exterior of the Leased Unit. Tenant may not attach or remove any carpeting or fixtures without first obtaining Landlord's written permission. When this Lease ends, Tenant must return the Leased Unit to its original condition.

10. CONDITION OF LEASED UNIT; REPAIR OF DAMAGE.

Tenant has examined the Leased Unit, and is satisfied with its present physical condition. Tenant agrees to maintain the Leased Unit during the term of this Lease in the same condition as it was on the beginning date of the Lease. Tenant agrees to return the Leased Unit to Landlord at the end of this Lease in the same condition as it was on the beginning date of this Lease. Tenant will promptly notify Landlord in writing if the Leased Unit is damaged or repairs are required. Landlord agrees to perform necessary repairs with reasonable promptness after receiving written notice from Tenant. Tenant agrees to pay as additional rent the cost of the repair of damage caused by Tenant or other permitted occupants or visitors of Tenant. Only Landlord's employees, agents or contractors may make repairs to the Leased Unit. Landlord is not responsible for any inconvenience or loss caused by necessary repairs to the Leased Unit.

11. CONDEMNATION.

Condemnation is the power of the government to take private property for public use. If the Leased Unit or any part of it is condemned, or voluntarily transferred by condemnation proceedings, this Lease will automatically end as to the condemned portion. If the Lease ends due to condemnation of a part of the Leased Unit, Landlord will reduce the rent accordingly. If the Leased Unit becomes uninhabitable due to the condemnation, the Lease will end when Tenant pays all rent due until the condemnation date. Tenant will not have any right to any award paid to Landlord by the condemning authority.

12. DAMAGE TO LEASED UNIT.

Landlord will not reduce the rent if there is a fire or other damage. Landlord will decide whether the Leased Unit cannot be lived in due to damage. If the Leased Unit becomes uninhabitable for any reason, this Lease will end when Tenant pays all rent due to the date that the Leased Unit is vacated. Landlord is not responsible for any loss, damage or inconvenience to Tenant caused by fire or other cause.

13. TENANT'S PERSONAL PROPERTY AND INSURANCE.

Landlord is not responsible for any damage to Tenant's personal property. For that reason, Tenant must obtain insurance to protect his or her personal property. Tenant is in breach of this Lease if Tenant fails to obtain personal property insurance. Any personal property left in the Leased Unit after Tenant has vacated or has been evicted is considered abandoned. Landlord may dispose of this property in any manner without notice to Tenant. Tenant must pay Landlord's cost of disposal of Tenant's property. Tenant must have comprehensive general liability insurance with an insurance company licensed to do business in Pennsylvania. The insurance must have minimum limits of liability for bodily injury and property damage of a combined single limit of \$300,000. This insurance is to protect Landlord and Tenant against any claim by Tenant's employees, servants, agents, visitors, licensees or family members. If any insurance coverage maintained by Landlord is found to apply to any loss or damage covered by Tenant's insurance, the following will happen:

- (a) Landlord's insurance and any obligation of Landlord to pay is considered excess coverage.
- (b) Tenant's insurance must be fully used up before any claim can be made against Landlord or against Landlord's insurance coverage.

Regardless of anything stated in this Lease, Tenant releases Landlord from any injury, loss or damage to personal property or persons from any cause. This Release is effective even if Landlord or Landlord's employees or agents cause the injury, loss or damage. Tenant waives any

right of subrogation by Tenant or by any insurance company which covers Tenant. Subrogation is the right to be repaid for any payments made by Tenant or Tenant's insurance for injury, loss or damage to personal property or persons. Landlord may require Tenant to produce proof of insurance that is required in this Lease. It is a violation of the Lease to fail to have the insurance or fail to produce proof when requested.

14. ACCESS.

Landlord and anyone allowed by Landlord may enter the Leased Unit after first giving a written two-day notice to Tenant. If there is an emergency, Landlord may enter the Leased Unit without giving Tenant advance notice. Tenant must obtain written approval from Landlord to add or change any lock. Tenant must provide to Landlord keys for any additional or changed locks.

15. END OF LEASE OR RENEWAL.

(a) Either party may end this Lease at the end of the original Term by written notice. Landlord or Tenant must receive this notice at least 60 days before the end of the Term.

(b) This Lease will automatically renew for One (1) year if neither party ends the Lease at the end of the original Term or of any renewal term. Automatic renewal will not change the terms of this Lease except that the rent for each renewal term may be increased by a maximum of 5.0%.

(c) Landlord may increase the rent or change any other term of the Lease for any renewal period by sending written notice to Tenant. Landlord must send this notice at least 60 days before the end of the Term or of any renewal term. Tenant may reject the renewal terms by sending written notice to Landlord by certified mail, return receipt requested, within 14 days of the date of Landlord's renewal notice. Tenant must then vacate at the end of the current Term. The Lease will renew on the terms set forth in Landlord's renewal notice if Tenant does not send notice ending the Lease.

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

(e) If this Lease is ended and Tenant does not vacate on the ending date, Tenant must pay double the last monthly rental charge. This rental charge is due for each month that Tenant remains in possession of the Leased Unit.

16. LANDLORD'S REMEDIES.

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

(a) Tenant must immediately pay all rents for the balance of the term of this Lease and Landlord may sue for this rent.

(b) Landlord may end this Lease.

(c) Landlord may evict Tenant.

(d) Landlord may sue Tenant to collect any moneys due including but not limited to legal fees and costs to enforce lease terms. Tenant agrees to pay all legal fees and costs.

(e) To the extent allowed by law, Landlord may discontinue any utility services to the Leased Unit.

(f) Landlord may exercise any one or more of the other remedies available to it under law or in equity.

(g) Tenant must pay Landlord's costs of enforcing this Lease including legal fees, whether or not suit is begun, as additional rent.

17. VACATING LEASED UNIT.

Tenant must notify Landlord and must return all keys at the time that Tenant vacates the Leased Unit.

18. NO WAIVER BY LANDLORD.

If Landlord does not exercise any of its rights under this Lease, Landlord may still exercise these rights at a later date. Acceptance of past due rent is not a waiver of Landlord's rights to enforce other terms under this Lease.

19. SUBORDINATION.

This Lease and Tenant's rights under this Lease are subordinate (inferior) to all existing and any future financing, loans or leases on the building or land. Among other things, this means that the new owner or mortgagee may end this Lease if there is a foreclosure sale of the property. Tenant agrees to waive rights by permitting the buyer at a foreclosure sale to end this Lease. Tenant agrees to all financing and to sale of the Leased Unit or property subject to this Lease. Tenant authorizes Landlord to sign any papers on behalf of Tenant which are necessary to confirm the terms of this Paragraph. These are additional waivers of Tenant's rights.

20. RELEASE OF LANDLORD.

Landlord is not responsible for any injury, property damage or loss sustained by Tenant or Tenant's guests. Tenant agrees to release Landlord from responsibility for any damage, loss or injury caused by any other person occupying the Property, or by Landlord or Landlord's agents or employees. Tenant agrees that this release includes losses or damages which result from any of Tenant's acts or failure to act. All claims against Landlord for any damage, loss or injury are expressly waived by Tenant. The liability of Landlord to Tenant for any default in performance or observance of this Lease, or otherwise arising out of the relationship of Landlord and Tenant, may be satisfied only out of the general assets of Landlord and Tenant, wives and releases absolutely any and all rights which Tenant may now, or at any time hereafter, possess to assert, or seek to enforce any such claim or liability against the personal assets of any partner of Landlord.

21. NOTICES.

Any notice or consent required hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Landlord or Tenant at the address stated at the heading of this Lease.

THIS LEASE CONTAINS WAIVERS OF CONSUMER RIGHTS. TENANT WAIVES CERTAIN RIGHTS BY SIGNING THIS LEASE.

22. INCORRECT INFORMATION IN APPLICATION.

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

23. DRUG RELATED CRIMINAL ACTIVITY.

Tenant, members of the Tenant's household, guests of Tenant and other persons under Tenant's control shall not engage in unlawful activity, including drug related criminal activity in the

Tenant's Unit or on the project premises.

24. ADDITIONAL TERMS AND CONDITIONS.

The Rules and Regulations which are attached are part of this Lease. Violation of any of the "Rules and Regulations" is a breach of this Lease.

25. SEPARABILITY.

If one or more of the paragraphs of this Lease are determined to be invalid, the remainder of this Lease will remain in effect.

26. AGENCY.

It is hereby expressly agreed and understood that READING HOUSING AUTHORITY is acting as Agent only and shall not in any event be held liable to the Owner or to Tenant for any of the terms and conditions of this Lease, or for any action or proceedings that may be taken by the Owner against Tenant, or by Tenant against the Owner.

27. JOINT AND SEVERAL LIABILITY.

The term "Tenant" as used in this Lease shall refer collectively to all persons named above as Tenant(s) and by signing this Lease as Tenant(s), and the liability of each such person shall be joint and several. Tenant, by signing this Lease, agrees to bind his/her estate, executors, administrators, heirs and assigns and successors.

28. RIDERS.

The following Riders are attached to and made a part of this Lease:

Rules & Regulation and Utility Company Agreement

29. LEASE CHANGES.

This lease contains all of the agreement, terms and conditions agreed to between the Landlord and the Tenant, and the terms and conditions of this Lease may only be changed if in writing and signed by both Landlord and Tenant. No oral changes or agreements are permitted.

30. TENANT HANDBOOK.

The Tenant Handbook is considered to be a part of this Lease Agreement.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE, AND TENANT AND LANDLORD AGREE TO BE LEGALLY BOUND TO THE TERMS OF THIS LEASE.

LANDLORD: RIVER OAK LLC

By: READING HOUSING AUTHORITY, AGENT

Manager/Agent

TENANT:

CO-SIGNER(S)/GUARANTOR(S) CLAUSE

I/We understand that I/We are Co-Signer(s)/Guarantor(s) to this Lease between Landlord and the above mentioned Tenant and that co-signer(s)/guarantor(s) have the following obligations:

Co-signer(s)/Guarantor(s) are responsible for payment of all rent and other charges under the Lease.

Co-signer(s)/Guarantor(s) are responsible for Tenants compliance with the terms and conditions of the Lease.

Co-signer(s)/Guarantor(s) are responsible for damages caused by Tenants breach of any terms and conditions of the Lease.

I/We understand that Co-signer(s)/Guarantor(s) are not residents of the Leased Unit.

LANDLORD WILL SEND ALL NOTICES TO THE CO-SIGNER(S)/GUARANTOR(S) AT THE LEASED UNIT.

CO-SIGNER(S)/GUARANTOR(S):

Rules and Regulations ~ Additional Terms for Apartment Lease

These Rules and Regulations are for Tenant, all other occupants of the Leased Unit, Tenant's family and/or guests of Tenant. The word "Tenant" when used in these Rules and Regulations means Tenant, all other occupants of the Leased Unit, Tenant's family and/or guests of Tenant.

The following terms are binding and are additional terms which are part of your Lease. Please read them carefully because they are as important as any of the other terms in your Lease.

1. Tenant may not block or use the sidewalks, entrances, passages, courts, vestibules, corridors, public halls, stairways and elevators of the building for any purpose other than to enter or leave the building.
2. Tenant, Tenant's guests and Tenant's family members may not play in the public halls, entrances, stairways or elevators.
3. Tenant may not interfere with the comfort and rights of other tenants. Tenant may not make any disturbing noises in the building. Tenant may not cause offensive odors to enter the hallways or apartments in the building (this includes smoking - there is no smoking allowed in the common areas). Tenant may only play television sets, radios, stereos, amplified devices or musical instruments at reasonable hours.
4. Tenant will dispose of garbage, refuse and/or waste matter at the times and places and in the manner as directed by Landlord.
5. Tenant may not place any window shades, blinds or awnings on any of the windows without prior written approval of Landlord.
6. Tenant may not mar or damage the walls, ceilings, floors and/or woodwork driving nails, tacks or screws. Resident must carpet 100% of all floor areas, other than kitchen and bathrooms.
7. Tenant may not take bicycles or any large articles in passenger elevators, or in the halls, passageways, areas or courts of the building.
8. Tenant may not use the water closets and other water equipment for any other purpose than for their usual purpose. Tenant may not throw any sweepings, rubbish, rags or any other improper articles into the water closets. Tenant will be responsible for any damage resulting from misuse of the water closets.
9. The agents of Landlord, and any contractor or workman authorized by Landlord, may enter the Leased Unit at any reasonable hour of the day for the purpose of inspecting the Leased Unit to control or exterminate any insects or other pests.
10. Tenant may not add, remove, enter or change any locks without the prior written consent of Landlord.
11. Tenant may not wash, clean, polish or repair any motor vehicle in any parking area or in

any other part of the premises.

12. Tenant may not park or store any truck, trailer or disabled motor vehicle in the parking area of the premises.
13. Tenant may not park in any areas designated as "No Parking" areas.
14. Tenant may not park any vehicles in front of dumpsters and bins or on the lawns or sidewalks.
15. Tenant may not sunbathe on the lawns at any time. Tenant may not have picnics or other meals or parties on the grounds of the property or in any public area. Tenant may not cook outside on the grounds or in the common areas of the property.
16. Tenant may have market goods, other supplies and packages of every kind delivered only at the designated entrance. Deliveries must be under the direction, control and supervision of Landlord. Landlord is not responsible for the loss or damage of any property, even if the loss or damage occurs through the carelessness or negligence of the employees of the building. LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ARTICLE LEFT WITH ANY EMPLOYEE OR IN ANY PART OF THE BUILDING.
17. No one will be permitted to enter the Leased Unit unless Tenant gives Landlord specific written authorization and the keys are left at the Management Office.
18. Tenant may not have waterbeds in the Leased Unit. Tenant is responsible to Landlord and other tenants if there is damage to the structure, fixtures, furnishings or belongings resulting from violation of this rule.
19. Landlord will not be responsible for any article or items that Tenant leaves with any of Landlord's employees or which Tenant leaves in any part of the building or premises.
20. Landlord has furnished the Leased Unit with a battery operated smoke detector. Tenant agrees to periodically inspect and maintain the device, and to replace batteries when necessary. Tenant also agrees to give Landlord written notice if the smoke detector becomes inoperable. 21. Tenant shall use the laundry facilities only on the days and hours designated by Landlord.
21. Tenant may not carry any animals on the elevators or keep any animals in the Leased Unit. Pets are not allowed to visit the premises at any time.
22. Tenant may not have or use portable or auxiliary heaters of any kind in the Leased Unit or in any other part of the building. Tenant must use ovens and stoves for cooking only, and not to heat the Leased Unit.
23. Tenant may not damage or otherwise deface the walls, floors, woodwork and other fixtures. Tenant may not make any additions or alterations to the Leased Unit without the prior written consent of the Landlord. Any additions or alterations made to the Leased Unit will be considered a part of the Leased Unit upon expiration of the Lease.

- 24. Tenant may not install or use any other fans and/or air conditioners other than those installed by Landlord.
- 25. Landlord may change or add to these rules and regulations as may be needed for the safety, care maintenance, operation and cleanliness of the building. The new rules and regulations will have the same force and effect as if originally made a part of the Lease.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE, AND TENANT AND LANDLORD AGREE TO BE LEGALLY BOUND TO THE TERMS OF THIS LEASE.

LANDLORD: RIVER OAK LLC

By: READING HOUSING AUTHORITY

Manager/Agent

TENANT:

