

LEASE

This is a lease. The **University of Pittsburgh is the Landlord** and is referred to as the Landlord throughout this Lease. _____N/A_____, **jointly and severally, are the Tenants** and are referred to as the Tenants throughout this Lease. The Landlord and the Tenants agree that:

1. **PROPERTY LEASED BY TENANT.** _____N/A_____ **Walnut St., Apt. # _____, Pittsburgh, PA 15232 is the Leased Property** and will be referred to as the Leased Property throughout this Lease.

2. **LEASE TERM.** This Lease will begin on _____N/A_____, **2019** at 8:00 a.m. and end on _____N/A_____, **2020** at 5:00 p.m. The Landlord may end this Lease sooner, if Tenant does not honor the promises made by Tenant in this Lease. The Landlord will not be responsible if Tenant does not have possession of the Leased Property on time. If the delay is caused by the Landlord, the Tenant will still be responsible for any obligations under this Lease, but Tenant will not have to pay the rent until Tenant actually takes possession of the Leased Property.

3. **RENT.** At the time Tenant signs this Lease, Tenant will also pay the Landlord, in advance, the **First Month and last month's** rent on the Leased Property in the amount of \$ **X,XXX.00**. Additionally, on the first day of every month after signing this lease, Tenant will pay the landlord monthly rental on the residence in the amount of \$ **X,XXX.00**. Rent shall be paid to the Landlord by check or money order. All checks should be made payable to **University of Pittsburgh** and mailed to:

University of Pittsburgh
PO Box 360193
Pittsburgh, PA 15251-6193

Your property address, apartment number, and the Tenant name for which the rent is being paid will need to be disclosed on the check. This is important to ensure proper application of your payment. Tenant is responsible for any late, missing, or stolen payments not received by Landlord if sent by U.S. mail. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Twenty-five DOLLARS (\$25.00) per each calendar month of missed payment. The last month's rent payment that is paid at lease signing, is applied to tenant's account for last month's rent payment. If lease is renewed, the payment will be applied to the last month of most current lease.

4. **ADMINISTRATIVE CHARGES.** Tenant will pay administrative charges to Landlord in accordance with the fee schedule attached hereto as Exhibit "B" (the "Fee Schedule"). The Fee Schedule is subject to change by Landlord at any time from time to time.

5. **KEYS CHARGE.** All building/apartment/mailbox keys and/or swipe cards issued to Tenant are the property of the Landlord and cannot be exchanged or given to another person or duplicated by anyone else or outside the Landlord's procedures. There is a charge for replacement of lost or damaged keys and lock changes for keys not returned. Tenant will pay the Landlord when either the Landlord or an employee of the Landlord must unlock Tenant's Leased Property to allow Tenant to re-enter. The cost of this service is as set forth in the Fee Schedule. The Tenant will pay by check, payable to the University of Pittsburgh, at the same address set forth for the payment of rent. Tenant will be responsible for this fee whether or not Landlord performs the service, if the request for the service is not canceled before the maintenance staff is dispatched. The Landlord will provide access only to the Tenant or registered occupant. The Tenant must provide proof of identification prior to admittance.
6. **DEFAULT.** The Tenant will be in default of this Lease if:
- (a) Tenant fails to pay the rent or any other amounts owed to the Landlord by the due date; or
 - (b) Tenant fails to maintain enrollment or the status of a student in good standing at the University of Pittsburgh (unless otherwise waived by Landlord); or
 - (c) Tenant or other occupants are found in violation of any University of Pittsburgh (the "University") policies, rules and regulations as set forth in official University publications or websites, (including, among others, the Student Code of Conduct), as determined by the University under the University's internal procedures; or
 - (d) Tenant is found guilty of a non-summary criminal offense by any applicable federal, state or local court; or
 - (e) Bankruptcy is filed by or against Tenant; or
 - (f) Tenant attempts to remove any goods or personal belongings from the Leased Property while Tenant still owes rent or other money to the Landlord; or
 - (g) Tenant has purposely made a false statement or misrepresentation in this Lease or the rental application; or
 - (h) Tenant fails to pay when due any and all sums, accounts and debts owing to the University, including, without limitation, any and all charges, costs, assessments, fees and fines (the requirement to pay all such sums, accounts and debts is and shall be an express condition of this Lease).

If Tenant is in default under this Lease, the Landlord, in its sole discretion, may provide Tenant with a "Notice of Default" letter requiring that all defaults be corrected by the date indicated in the "Notice of Default" letter.

If Tenant does not correct all defaults by the date indicated, the Landlord, in its sole discretion, may send Tenant a "Notice to Vacate" letter and demand that Tenant move out of the Leased Property and/or pursue any Landlord remedy of default as described in Paragraph 7 of this Lease or otherwise authorized by law.

7. **REMEDIES OF DEFAULT.** If Tenant fails to correct a default of this Lease, the Landlord has the right to seek any remedy or remedies it so chooses. In addition to other remedies authorized by law, the Landlord may:

- (a) Terminate this Lease and/or Tenant's Right-to-Possession of the Leased Property and demand that all rent and other charges due be paid immediately; and/or
- (b) Bring a lawsuit against Tenant to evict Tenant and to collect any and all monies owed to the Landlord; and/or
- (c) Record all unpaid rent and other charges due at the Office of Student Loans and Special Accounts. Should this become necessary, the Tenant will not receive University services, such as registering for the upcoming semester, obtaining a copy of his/her transcript, grades, certifications and/or graduating from the University of Pittsburgh; and/or
- (d) Report the debt to a credit agency; and/or

The Tenant is responsible for all costs associated with any Lease default by Tenant. Although this is not a complete list, some of the costs the Tenant shall be responsible for reimbursing the Landlord in connection with a default of the Lease are:

- (1) All reasonable legal fees;
- (2) Fees and costs necessary to file the complaint with the court; and
- (3) Fees charged for recording the unpaid rent and other charges due at the Office of Student Loans and Special Accounts.

8. **LANDLORD'S RIGHT TO TERMINATE TENANT'S RIGHT-TO-POSSESSION OF THE LEASED PROPERTY.** In addition to the events of default and remedies described in paragraphs 6 and 7 of this Lease, at Landlord's sole discretion, the Landlord may terminate Tenant's right-to-possession to the Leased Property, by providing a 15 day "Notice to Vacate" letter to Tenant, if the Tenant has received a total of three (3) or more notices of default for delinquent rent or any other lease violations within a twelve (12) month period, regardless if the Tenant has corrected the previous defaults. If the Landlord terminates the Tenant's right-to-possession to the Leased Property, the Tenant must vacate the Leased Property by the date indicated and Tenant is responsible for all remaining rent due under the Lease or until the Landlord finds a replacement tenant to take occupancy of the Leased Property. If Tenant does not vacate the Leased Property by the date indicated in the "Notice to Vacate" letter, the Landlord may pursue any other Landlord remedy as described in Paragraph 7 of this Lease.

9. **UTILITIES/OPTIONAL PUBLIC SERVICES.** . In addition to the rent and other Lease charges, the Tenant is responsible for the payment of monthly charges for the following utilities at the Leased Property:

- Cable television service
- Internet service
- Telephone service

10. SERVICES BY LANDLORD. At Landlord's expense, the Landlord will provide the following:

- (a) Water, sewer and steam heat (if applicable);
- (b) Electric and natural gas service;
- (c) Heat during those time periods in which the outside air temperature would reasonably require such and if the building serving the Leased Properties is equipped with a central heating system;
- (d) Maintenance services to keep the public and common areas of the building in good order; and

The Landlord is not responsible for failure to provide or delay in providing any of these services when the failure or delay in providing these services is a result of repairs, alterations or improvements, or by strike, riot, civil commotion or any reason beyond the Landlord's control.

11. SUPPLEMENTAL AIR-CONDITIONING. The Tenant must request written approval from the Landlord before installing any supplemental window air conditioning unit(s) in the Leased Property. Landlord's approval may be withdrawn if existing electrical service to the Leased Property is inadequate to operate Tenant's supplemental air-conditioning unit(s).

12. CONDITION OF PREMISES. Using Landlord's maintenance request website, (www.pc.pitt.edu/housing/maintenance.html), Tenant agrees to submit to Landlord, within five days after Tenant's occupancy of the Leased Property, an itemized list of any deficiencies reflecting the Tenant's assessment of the current condition of the Leased Property. Upon receipt of Tenant's list, Landlord shall, depending on the type and condition of the alleged deficiency, either repair the alleged deficiency or note such in Tenant's file so Tenant is not held responsible at the end of the lease term. If the Tenant does not submit such a list to Landlord within the prescribed time period, then the Leased Property shall be deemed to be in good condition with no deficiencies.

~~AS IS WHERE IS. When this paragraph is initialed by Tenant and not intentionally deleted, Tenant and Landlord acknowledge and agree that Tenant accepts the unit in as is where is condition and Landlord has no obligation to paint or clean the unit prior to Tenant's occupancy.~~

13. USE OF LEASED PROPERTY. The Leased Property may be used only by Tenant and occupants authorized by Tenant and approved by Landlord, provided such occupancy is not in violation of local zoning regulations in effect at the time of application. The Leased Property may be used only as a private dwelling, in compliance with all applicable zoning and housing occupancy codes, and not for any other purpose. The Tenant is required to notify Landlord immediately of any occupancy changes occurring after the Lease start date (for example: long-term guests). Only the person(s) listed in the first paragraph of this

agreement identified as the Tenants, shall have any rights or privileges under this Lease. Any other individuals that occupy the Leased Premises, with Landlord's consent, shall be defined as Occupants. All Tenants and Occupants must complete Exhibit C to this Lease, the Resident List, showing any and all persons living in the Leased Premises. The Resident List is provided for convenience only and shall not confer any rights or privileges to the Occupant(s).

14. LANDLORD'S RIGHT TO INSPECT. The Landlord may enter Tenant's Leased Property at any time without providing notice to Tenant to:

- (a) Perform emergency repairs;
- (b) Perform any work that the Landlord elects to undertake for the safety, preservation, benefit or welfare of the building or other tenants.

The Landlord may also enter Tenant's Leased Property at any time upon reasonable notice, and without the Tenant's consent, to:

- (a) Inspect the Leased Property or to perform extermination services; or
- (b) Make any repairs or changes to the Leased Property or the building as requested by the Tenant; or
- (c) Show it to possible buyers or tenants of the building.

15. ASSIGNMENT OF LEASE. The Tenant may not assign, sublet, or transfer this Lease, or the Leased Property, or any part of this Lease or the Leased Property, to any other person or organization, without first obtaining the Landlord's written consent. However, the Landlord may transfer ownership of the Leased Property and/or the building to a new owner. Prior to any sublet or transfer approval, the apartment will be inspected and review of the statement of accounts must be made whole.

16. VACATING THE PROPERTY. When the Lease ends, Tenant shall leave the Leased Property and return all keys issued to Tenant relating to the Leased Property (i.e., building, apartment and mailbox keys) to the Landlord at the same place Tenant pays the rent. Tenant shall leave the Leased Property in good repair, and in broom-clean condition, normal wear and tear excepted. Tenant shall remove all garbage and other materials prior to leaving the Leased Property. **TENANT WAIVES RIGHTS TO THE BENEFITS PROVIDED UNDER PENNSYLVANIA ACT NO. 20 APPROVED APRIL 6, 1951, ENTITLED "THE LANDLORD AND TENANT ACT OF 1951," WHICH REQUIRES NOTICE TO VACATE THE LEASED PROPERTY. TENANT AGREES TO LEAVE THE LEASED PROPERTY WITHOUT NOTICE WHEN THE LEASE ENDS.**

17. ABANDONED PROPERTY. In accordance with Section 505.1(b) of the Pennsylvania Landlord and Tenant Act, upon Tenant's relinquishment of possession of the Leased Property and the acceptance of possession of the Leased Property by the Landlord, Tenant shall have ten (10) days to contact Landlord regarding Tenant's intent to remove any

personal property remaining at or in the Leased Property. If such intent is conveyed by the Tenant to the Landlord within ten (10) days, the personal property shall be retained by Landlord at a site of Landlord's choosing for thirty (30) days. If no communication is made to Landlord within ten (10) days, the personal property may be disposed of at the end of the ten (10) days, at Landlord's discretion. NOTICE: Tenant shall be required to pay all costs related to the removal or storage of personal property retrieved by Tenant after ten (10) days. If notice is given to Landlord by Tenant of Tenant's intent to remove and the personal property is not removed by Tenant within thirty (30) days, the personal property may be disposed of at Landlord's discretion. Unless updated by Tenant at the time of abandonment, the following forwarding address may be used by the Landlord:

18. TENANT HOLDOVER. If Tenant stays in the Leased Property without the Landlord's permission after the Lease ends or after the Landlord has terminated this Lease and/or Tenant's right-to-possession of the Leased Property, the Tenant will pay the Landlord double rent per day for each day the Tenant stays after the Lease ends. This section will also apply if the Tenant, after the end of the Lease, has not removed all personal property from the Leased Property, storage area (if provided), or building.

19. RULES AND REGULATIONS. At any time, the Landlord may make, change or modify rules and regulations concerning the Leased Property. If Tenant or any Occupant or any other temporary occupants of the Leased Property (including visitors and guests of Tenant) violates any of these rules and regulations, the Tenant will be in default of this Lease and Landlord may seek any default remedy described in Paragraph 7 or otherwise authorized by law. At the time Tenant signs this Lease, the rules and regulations are:

- (a) Tenant shall not obstruct or block, in any way, any sidewalks, entry ways, driveways, fire lanes, courtyards, corridors, vestibules, passages, elevators, stairways or fire escapes. Tenant will not use any of these areas for storing any items or for any purpose other than entering or leaving the building serving the Leased Property.
- (b) Tenant may not place any furniture on balconies, porches, building property, common areas or yards without the written consent of the Landlord.
- (c) Tenant shall not display names or other identification anywhere, outside the Leased Property, except in the place provided by the Landlord. Tenant shall not place any sign, fixture, advertisement or notice on any part of the building, or on any door, window, glass door, light or skylight that reflects, or admits light, into the building.
- (d) Tenant shall not install locks or any type of security system or device in the Leased Property, without first obtaining the Landlord's written approval.
- (e) Tenant shall not keep, or bring into the Leased Property, or the building any animals of any kind.

- (f) The Tenant shall not cause, allow, or perform any illegal activity in the Leased Property or in the building or use the Leased Property for any disorderly purpose.
- (g) Tenant shall not mark, paint, drill into or in any way injure, deface or damage any wall, ceiling, door, frame, partition, floor, wood or metal-work, wiring, fixture, plumbing or equipment in the Leased Property or in the building.
- (h) Tenant shall not alter, add to, change or improve any part of the Leased Property without the Landlord's prior written consent. At the Landlord's sole discretion, at the end of the Lease term, all alterations, additions, changes and improvements will become the property of the Landlord.
- (i) Tenant shall not bring or store any explosives, obnoxious substances, or flammable material in any part of the Leased Property or building.
- (j) The Tenant shall keep the Leased Property, the building, landscaped areas, driveways and all areas serving the Leased Property in a clean and sanitary condition at all times. Tenant is responsible for performing the following functions on a regular basis: Keeping the stove, sink, cabinets, kitchen and bathroom plumbing fixtures, window sills, walls, counter tops, appliances and floor areas in the Leased Property free and clear of all grease, or residue, dirt or other debris.
- (k) Tenant will place all trash/garbage in a covered container lined with a plastic bag within the Leased Property. The Tenant will remove and dispose of all trash/garbage and recyclable materials on a daily basis in the designated container provided by Landlord. Except for designated trash areas, Tenant is not permitted to place trash/garbage in corridors, balconies, fire escapes, stairwells, porches or in any other area of the building serving the Leased Property. Tenants with curbside trash/garbage collection service shall follow all local regulations as directed by the City of Pittsburgh. (Any fines or penalties imposed as a result of the Tenant's failure to comply with these regulations will be the responsibility of the Tenant.)
- (l) Tenant will store all perishable food products in a covered container in the refrigerator. Any bulk food items such as rice or grain (that do not require refrigeration) should be kept in a sealed container with an air-tight lid. At no time should any perishable products be stored in any area other than the kitchen.
- (m) The Tenant is not permitted to attach, in any manner, tin foil, plastic, contact paper, or materials of any type to the walls, windows, cabinets or appliances.
- (n) Tenant shall immediately report to Landlord any pest infestations or any problems regarding running, dripping or leaking water or any dangerous or unsafe condition in the Leased Property, building or common areas serving the Leased Property.
- (o) Tenant (or Tenant's family, friends, servants, visitors, guests or other occupants of the Leased Property) shall not allow or permit any noise, smoke or odor to escape from the Leased Property or surrounding areas in a manner that will disturb other occupants of the building, or occupy the Leased Property in such a manner as to disturb the peaceful and quiet enjoyment of other occupants of the building or commit any other acts that constitute a public or private nuisance.

- (p) All furniture, goods, baggage and freight, or receipt or delivery of any merchandise or materials, shall take place only during the hours designated by Landlord and by means of elevator and/or exit designated by Landlord.
- (q) Tenant is not allowed to shake any dirt out of carpets, rugs or other materials from any window, door or balcony. Tenant will not allow anyone to hang any carpet, rug or other materials from any window, door or balcony. Tenant is not allowed to sweep any dirt into the corridors, halls, elevators, stairways or fire exits of the building.
- (r) Tenant is not allowed to use or install a waterbed in the Leased Property without the written permission of the Landlord.
- (s) Tenant is not allowed to build or erect any outside aerials for Tenant's radio or television.
- (t) Tenant shall not install any draperies, shades, blinds or other materials that are visible from the exterior of the building unless Landlord approves the color, materials, shape, style and size. Tenant may not remove or alter the blinds in the Leased Property.
- (u) Tenant will not do anything or permit anything in the Leased Property or the building that may increase the risk of fire (**NOTE: LIVE CHRISTMAS TREES ARE NOT PERMITTED**). Tenant will not do anything or permit anything that will violate the terms of the building's insurance policies or may cause the cost of the building's fire insurance policy to increase. Tenant will not do anything in the building to violate any regulations of the Fire Department, or any public authority or the Board of Fire Underwriters.
- (v) Tenant is not allowed to use any supplemental heating, cooling or cooking device other than what the Landlord has provided without the Landlord's written approval.
- (w) Only the Landlord's employees or contractors are allowed to make repairs or changes in the Leased Property or building.
- (x) Tenant may not use or allow the use of any bathrooms, sinks or other plumbing fixture in any way other than the way they are intended to be used. Tenant shall not dispose of garbage, rags or other articles into the toilet(s), drains, sinks or other plumbing systems. Tenant shall reimburse Landlord for the cost to clear obstructions from any plumbing drain line or to repair/replace any plumbing fixture or drain line resulting from Tenant's misuse immediately upon receipt of an invoice from the Landlord.
- (y) Tenant may use the coin-operated washers and dryers provided by the Landlord only during the hours designated by the Landlord. Tenants may not use the washers and dryers provided by the Landlord in any way other than the way they are intended to be used. If the Leased Property is equipped for these appliances, the Tenant may install a washer or dryer in the Leased Property with written approval from the Landlord.
- (z) The Landlord will control all heating and electrical fixtures in the halls and stairways and common areas of the building. Tenant may not tamper with or interfere with these items.

- (aa) Tenant shall not or allow any other person(s) to leave any building exterior or Leased Property door open into the hall for ventilation or any other reason.
- (bb) Tenant is not allowed to smoke, or to permit anyone to smoke, in the building.
- (cc) Tenant shall, at all times whether occupied or unoccupied, in those units where Tenant has control of the heat, maintain a minimum temperature of 50 degrees to prevent damage to the building.
- (dd) If the Tenant, or any visitor or guest of Tenant, damages any part of the Leased Property, building or common area(s) serving the Leased Property, the Tenant will reimburse the Landlord for the cost of the repair and/or replacement of any damaged items immediately upon receipt of an invoice from the Landlord. If the Landlord cannot determine who is responsible for damages to the building or common area(s) serving the Leased Property, the Landlord may assign the responsibility, jointly and equally, between all tenants residing in the building.
- (ee) Hover boards are not permitted to be ridden, plugged in, or charged in any University owned building.

The Landlord has the right to change any of these rules, regulations or conditions. The Landlord also has the right to make new rules, regulations and conditions from time to time as the Landlord desires. Tenant agrees to follow any changes to the rules and regulations. The Landlord will post any changes to the rules, regulations or conditions or send the changes to Tenant in writing. These changes will then become part of this Lease.

20. LOSS, DAMAGE OR INJURIES. The Landlord is not responsible for any damage or injury to the Tenant or any other individual or property in the Leased Property or the building. Although this is not a complete list, some of the things the Landlord is not responsible for include:

- (a) A defect in the plumbing, electric wiring, insulation, gas pipes, water pipes or steam pipes;
- (b) Bursting, leaking or running of any tank, tub, wash-stand, bathroom, disposal unit, heating unit, fire systems or water pipes;
- (c) Water, rain or snow; and
- (d) Falling fixtures, plaster or stucco.

Tenant agrees that the Landlord is not responsible for any damage or injury from any act of a co-tenant or any other person in the building where the Leased Property is located. Tenant agrees to waive all claims against Landlord for injuries or damages. Tenant agrees that the Landlord is not responsible or liable to Tenant for any personal property that is lost, stolen or missing from the Leased Property, building, or storage areas of the building.
THE TENANT SHALL BE RESPONSIBLE FOR OBTAINING RENTER'S INSURANCE TO PROTECT AGAINST ANY LOSS OR DAMAGE TO TENANT'S PERSONAL PROPERTY.

- 21. CASUALTY.** The Landlord will pay for any repairs caused to the Leased Property or building (excluding Tenant's personal property and contents) from fire or other casualty as soon as reasonably possible, as long as the Tenant or Tenant's guests and/or visitors did not cause the damage. If the damage caused by the fire or other casualty is severe enough as to cause the Leased Property to be completely unusable, and Landlord (at Landlord's option) does not provide alternative housing, Tenant will not have to pay rent until the Landlord repairs the Leased Property or building, as long as the Tenant or Tenant's guests and/or visitors did not cause the damage. If the building or Leased Property is severely damaged enough to make it completely unusable for at least four months, or if the Landlord decides not to rebuild the Leased Property or building, then the Landlord will reimburse Tenant for any rent paid in advance of the date that the damage occurred, and the Lease shall end.
- 22. CONDEMNATION.** The Landlord may terminate this Lease, upon thirty (30) days written notice to the Tenant, if the Leased Property or the building where the Leased Property is located is taken or condemned by a government agency or any corporation having the right to condemn through eminent domain, or other proceedings. If the Landlord terminates the Lease under these circumstances, Tenant must pay the rent until the date the Tenant surrenders the Leased Property to Landlord. The entire amount paid by the condemning party for the Leased Property or building will belong to the Landlord.
- 23. TERMINATION - PUBLIC AUTHORITY ORDER FOR ALTERATION.** If a Federal, State or Municipal authority issues an order requiring the Landlord to alter the Leased Property or building, the Landlord may cancel or terminate the Lease by giving thirty (30) days written notice to Tenant. If the Landlord terminates the Lease under these circumstances, the Lease will end on the day specified in the written notice. Tenant must pay the rent until the date the Tenant surrenders the Leased Property to Landlord.
- 24. NON-WAIVER OF COVENANTS.** If the Landlord initiates any actions under this Lease and a settlement or compromise is reached at any time regarding that action, such settlement or compromise will not apply to any other provisions in this Lease or to any breach of this Lease occurring after the settlement or compromise. The Landlord will not forgive any default or breach of this Lease, unless it is in writing and signed by the Landlord. The Landlord with knowledge of a default or breach by Tenant, may accept rent or other payments from Tenant without forgiving any other defaults or breaches. If Tenant makes a partial payment of rent or other payments which are accepted by the Landlord, this does not mean the Landlord forgives the full payment unless the Landlord, in writing, waives its rights to the remaining rent payment required under this Lease. The acceptance of partial payment of rent or other amounts by the Landlord does not eliminate the Landlord's rights to recover the remaining amounts owed to the Landlord under this Lease.
- 25. LEAD PAINT DISCLOSURE.** As required by the Residential Lead-Based Paint Hazard Reduction Act of 1992, the Landlord has provided Tenant with a "Protect Your Family

From Lead In Your Home" pamphlet, and a disclosure statement identifying any known presence of lead paint in the Leased Property or building. The disclosure statement is attached as Exhibit A.

26. **MORTGAGES.** This Lease is subject to all present and future mortgages affecting the Leased Property.
27. **SIGNING OF THE LEASE.** This Lease does not take effect until an authorized agent of the Landlord signs the Lease. Landlord and Tenant acknowledge and agree that this lease may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party signing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
28. **NOTICES.** Any required or permitted notice given by Tenant, shall be in writing and mailed to the Landlord by Registered or Certified Mail, postage pre-paid. Unless the Landlord specifies differently, Tenant shall send all notices to the University of Pittsburgh, Panther Central, Litchfield Towers Lobby, 3990 Fifth Avenue, Pittsburgh, PA 15260. Any notice provided by the Landlord, may be either posted on the Leased Property or sent by ordinary mail. The day the Landlord mails or delivers the notice establishes the first day of notice. However, as stated above in Paragraph 19, the Landlord may notify Tenant of any changes of any rules, regulations or conditions by posting the changes in the Leased Property building.
29. **LEASE CONTAINS ALL AGREEMENTS.** This Lease sets forth all of the agreements between the Tenant and the Landlord. Nothing the Landlord has said orally to the Tenant, or that the Tenant has said orally to the Landlord, changes the terms of this Lease. The Landlord and Tenant agree that any changes to this Lease will be in writing and signed by both the Landlord and Tenant.
30. **MAJOR BUILDING IMPROVEMENTS/EARLY LEASE TERMINATION.** At the Landlord's sole discretion, the Landlord may elect to undertake building-wide improvements during the months of June, July and August which would require the building to be vacated by all Tenants. Should the Landlord elect to undertake such improvements, the Landlord will provide the Tenant with Sixty (60) days notice that this Lease is being terminated and the Tenant would be required to vacate the Leased Property by the date indicated in the notice provided.
31. **RELOCATION.** The Landlord has the right to relocate Tenant to another apartment unit owned by the Landlord in the Landlord's sole discretion. If the Landlord chooses to relocate Tenant, the Landlord will: (1) give Tenant at least sixty (60) days notice of the

relocation; (2) relocate Tenant to a comparable apartment at a rental rate no higher than that required of Tenant for the Leased Property; and (3) pay the reasonable expenses of the move, phone installation and television cable installation. If the Tenant receives a notice of relocation from the Landlord, the Tenant may terminate this Lease, rather than relocating, if the Tenant provides the Landlord with notice of termination within fifteen (15) calendar days of the date of the Landlord's relocation notice.

32. SALE OF LEASED PROPERTY.

- (A) If the Leased Property is sold, Landlord will give Tenant in writing:
 - 1. The name, address and phone number of the new landlord and where rent is to be paid, if known.
- (C) Landlord's responsibilities to Tenant under this Lease end after the Leased Property has been sold and the Lease transferred to a new landlord.
- (D) If Landlord sells the Leased Property during the Lease or any renewal term, Landlord has the right to terminate this Lease if Landlord gives at least 60 days written notice to Tenant. Tenant is not entitled to any payment of damages.

33. UNIVERSITY RULES AND REGULATIONS. As a condition of this Lease, Tenants are responsible for knowing and observing University policies, rules, and regulations as set forth in official University publications and websites (including, among others, the Student Code of Conduct). The University reserves the right to make policies, rules, and regulations as in its judgment may be necessary for the safety, care, and cleanliness of University-Owned Apartments and for the preservation of order. Violations, which compromise the safety and security of tenants, may result in Lease termination and other appropriate disciplinary sanctions.

By signing below, The Landlord and Tenant agree to the terms and conditions of this Lease.

AGREED AND ACCEPTED THIS _____ DAY OF _____, 20____.

**UNIVERSITY OF PITTSBURGH – OF THE
COMMONWEALTH SYSTEM OF HIGHER
EDUCATION**

By: _____
Authorized Signature

Title:

Tenant

Tenant

SAMPLE

Exhibit A

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to your children and pregnant women. Before renting pre-1978 housing, Landlords (lessors) must disclose the presence of lead-based paint and lead-based paint hazards in the dwelling. Tenants (lessees) must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (initial)

_____ (a) Presence of lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

The Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Landlord (check one below):

The Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

The Landlord has no reports pertaining to lead-based paint and/or to lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

_____ (c) The Tenant has received copies of all information listed above.

_____ (d) The Tenant has received a pamphlet pertaining to lead-based and/or to lead-based paint hazards in the housing.

Certification of Accuracy

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

UNIVERSITY OF PITTSBURGH, LANDLORD

By: _____
Authorized Signature

Date: _____ Title: _____

Date: _____
TENANT

Date: _____
TENANT

Date: _____
TENANT

Exhibit B
Fee Schedule

- | | |
|---|---------------------------------------|
| 1. Transfer/Cleaning Fee - New Lease | \$100 |
| 2. Lease Addendum (if required during current lease term) | \$25 |
| 3. Key Replacement | single key \$20 full set of keys \$50 |
| 4. Lease Termination Form | \$50 |
| 5. Cleaning and removal of furniture | \$50/hr |
| 6. Late Fee | \$25 |

This Fee Schedule is subject to change by Landlord at any time from time to time. The preparation and execution of any form or the obligation to perform any services listed on this Fee Schedule shall be at Landlords sole discretion.

Exhibit C
Resident List

Tenant / Occupant (Circle One)	Name	Telephone Number	E Mail Address
Tenant / Occupant			
Tenant / Occupant			
Tenant / Occupant			
Tenant / Occupant			
Tenant / Occupant			