

CONSUMER NOTICE THIS IS NOT A CONTRACT

(Licensee) **Maurice Cornelius** hereby states that with respect to this property (describe property) **108 S. Peach Street unit 1, Philadelphia, PA 19139**, I am acting in the following capacity: (check one)

- (i) Owner/Landlord of the Property;
- (ii) A direct employee of the Owner/Landlord; OR
- (iii) An agent of the Owner/Landlord pursuant to a property management or exclusive leasing agreement

I acknowledge I have received this Notice:

Date: 1/7/2024

DocuSigned by:	(Consumer)	Print (Consumer)
B4F00977DDE8443...	(Consumer)	Signed (Consumer)
Address (Optional)		Address (Optional)
Phone Number (Optional)		Phone Number (Optional)

I certify that I have provided this Notice: _____ **01/05/2024**
(Licensee) Date



Supplement to Partners in Good Housing, p. 10

The following information is provided by the Philadelphia Water Department and Department of Public Health:

Old plumbing fixtures and solder, and the service pipe connecting a residential property to the public water main, may contain lead that can enter the drinking water. The City treats its drinking water to reduce the risk of exposure from lead materials used in home plumbing. Using fresh water from the main will further reduce the risk of lead exposure from your plumbing, so if the water tap has not been used in more than six hours it is recommended that you run the water for at least three minutes before drinking or cooking with it. This time may need to be longer depending on how far the tap is from the water main. Also, you should always use cold water for drinking, cooking, or making baby formula. For more information, visit the Philadelphia Water Department website at www.phila.gov/water/lead.



IAL LEASE

RL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
TENANT(S): _____ _____ _____ TENANT'S MAILING ADDRESS: _____ _____ _____	LANDLORD(S): _____ _____ _____ _____

PROPERTY	
Property Address _____	108 S. Peach Street unit 1
	Unit 1 ZIP 19139
in the municipality of _____	Philadelphia
in the School District of _____	Philadelphia
, County of Philadelphia , in the Commonwealth of Pennsylvania.	

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Landlord is not represented by a broker)	

DUAL AND/OR DESIGNATED AGENCY	
<p>A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.</p> <p>By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.</p>	
Tenant initials: _____	Landlord Initials: _____

THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME

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1 **1. LEASE DATE AND RESPONSIBILITIES**

2 This Lease for the Property, dated _____, is between the Landlord and Tenant. Each Tenant is individu-
3 ally responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

4 **2. CO-SIGNERS**

5 Co-signers: _____
6 _____

7 Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Co-
8 signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.

9 **3. PROPERTY CONTACT INFORMATION**

10 **Rental Payments** (see Paragraph 7(H) for additional information)

11 _____
12 _____
13 **Maintenance Requests**

14 _____
15 _____
16 _____
17 **Emergency Maintenance Contact**

18 _____
19 _____
20 **4. STARTING AND ENDING DATES OF LEASE** (also called "Term")

21 (A) **Starting Date:** January 9, 2024, at Noon a.m. p.m.

22 (B) **Ending Date:** December 31, 2024, at Noon a.m. p.m.

23 (C) Tenant is required to vacate the Property on the Ending Date unless the parties have entered into a Renewal Term as described in
24 Paragraph 5.

25 **5. RENEWAL TERM**

26 Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of Lease Will Terminate (month-to-month
27 if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice re-
28 quires Tenant or Landlord to give at least 60 days (30 if not specified) written notice before Ending Date or before the end of any
29 Renewal Term. Any renewal will be according to the terms of this Lease or any written changes to it.

30 This Lease will TERMINATE on the Ending Date unless extended in writing.

31 **6. SECURITY DEPOSIT**

32 (A) The Security Deposit will be held in escrow by Landlord, unless otherwise stated here _____
33 at (financial institution): _____

34 Financial institution Address _____

35 (B) When Tenant moves from th _____ dlord written notice of Tenant's new mailing address
36 where Landlord can return the Security Deposit. If Tenant fails to do this, Landlord will not have to provide the list of damages and
37 the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant Act.

38 (C) Within 30 Days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for
39 which the Landlord claims Tenant is responsible. Any remaining Security Deposit will be returned to Tenant within 30 days after
40 Tenant moves from the Property. **TENANT IS ADVISED THAT FAILURE TO PROVIDE LANDLORD WITH A FOR-**
41 **WARDING ADDRESS MAY CAUSE TENANT TO LOSE SOME RIGHTS.**

42 (D) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Tenant may be respon-
43 sible for any unpaid expenses remaining after Landlord deducts costs from the security deposit.

44 **7. RENT**

45 (A) Rent is due in advance, without demand, on or before the 1st day of each month (Due Date).

46 (B) The amount of Total Rent due during the Term is: \$ 11,154.84

47 (C) The Rent due each month is: \$ 950.00

48 (D) If Rent is more than _____ days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$ _____

49 (E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent.
50 Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.

51 (F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against
52 the current Rent due. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that would be
53 due next.

54 (G) Tenant will pay a fee of \$ 50.00 for any payment that is returned or declined by any financial institution
55 for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from
56 the Due Date. Any Late Charges will continue to apply until a valid payment is received.

57 Tenant initials:

Landlord Initials

- 58 (H) Landlord will accept the following methods of payment: (Cash) (Money Order) (Personal Check)
 59 (Credit Cards) _____ (Cashier's Check) (Other: **Online Payment System**)
 60 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).
 61 (I) The first \$ **950.00** of Rent due will be made payable to **Philadelphia Realty Exchange, Inc.** (Broker
 62 for Landlord, if not specified). The Security Deposit will be made payable to Landlord, or Landlord's representative.
 63 (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

64 **8. PAYMENT SCHEDULE**

	Due Date	Paid	Due
(A) Security Deposit: Separate Check	_____	\$ _____	\$ 950.00
(B) First month's Rent: _____	_____	\$ _____	\$ 704.84
(C) Other: Last Month	_____	\$ _____	\$ 950.00
(D) Other: Application fee	_____	\$ 75.00	\$ _____
(E) Other: _____	_____	\$ _____	\$ _____
Total Rent and security deposit received to date:		\$ 75.00	
Total amount due			\$ 2,604.84

73 **9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS**

- 74 (A) Tenant will use the Property as a residence ONLY.
 75 (B) Not more than **1** people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:
 76 Name _____ 18 or older Name _____ 18 or older
 77 Name _____ 18 or older Name _____ 18 or older
 78 Guide or support animals: Type _____ Breed _____ Name _____
 79 **Additional information is attached**

80 **10. POSSESSION**

- 81 (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
 82 (B) If Tenant cannot move in within _____ days (0 if not specified) after Starting Date because the previous tenant is still there or be-
 83 cause of property damage which makes the Property unsafe, unsanitary, or unfit for human habitation, Tenant's exclusive rights are
 84 to:
 85 1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until
 86 the Property is available; OR
 87 2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability
 88 on the part of Landlord or Tenant.

89 **11. LANDLORD'S RIGHT TO ENTER**

- 90 (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the
 91 Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with Landlord or Landlord's rep-
 92 resentative, or they have written permission from the Landlord.
 93 (B) When possible, Landlord will give Tenant _____ hours (24 if not specified) notice of the date, time, and reason for the visit.
 94 (C) In emergencies, Landlord may enter the Property without notice. If Tenant is not present, Landlord will notify Tenant who was there
 95 and why within _____ hours (24 if not specified) of the visit. Showing the property is not considered an emergency.
 96 (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on, in, or near the Property.

97 **12. RULES AND REGULATIONS**

- 98 (A) Rules and Regulations for use of the Property and common areas are attached.
 99 Homeowners Association or Condominium rules and regulations for the Property are attached.
 100 (B) Any violation of the Rules and Regulations is a breach of this Lease.
 101 (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant, is intended to protect the condition or
 102 value of the Property, or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.
 103 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
 104 (E) If any fine is imposed on Landlord by the municipality or any other governing body because of the actions of Tenant, or Tenant's
 105 family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

106 **13. PETS**

- 107 Tenant will not keep or allow any pets on any part of the Property, unless checked below. Guide and support animals are not pets.
 108 Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and
 109 Regulations.

110 **14. CONDITION OF PROPERTY AT MOVE IN**

111 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: _____
 112 _____
 113 _____

114 Tenant initials:

Landlord Initial: _____

115 **15. APPLIANCES INCLUDED**
 116 (Range/Oven) (Cooktop) (Refrigerator) (Dishwasher) (Washer) (Dryer) (Garbage Disposal)
 117 (Microwave) (Air Conditioning Units -Number: _____) (Other _____)
 118 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: _____
 119 _____
 120 _____
 121 _____

122 **16. UTILITIES AND SERVICES**
 123 Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including
 124 connection and payment of fees and charges. **If a service is not marked as being the responsibility of Landlord, it is the responsibility**
 125 **of Tenant to pay for that service.** Landlord is not responsible for loss of service if interrupted by circumstances beyond Landlord's
 126 control. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service.

Landlord	Tenant		Landlord	Tenant	
<input type="checkbox"/>	<input type="checkbox"/>	Cooking Gas/Fuel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air Conditioning
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air Conditioning Maintenance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable/Satellite Television	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heat _____ (type)
<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Homeowners Association Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hot Water _____ (type)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Parking Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cold Water
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maintenance of Common Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pest/Rodent Control
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bed Bugs Remediation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recycling Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Snow/Ice Removal
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewage Fees _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone Service
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Lawn and Shrubbery Care
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

140 Comments: **If pest/rodents are deemed tenants fault the tenant is responsible for payment.**
 141 _____

- 142 **17. TENANT'S CARE OF PROPERTY**
- 143 (A) Tenant will:
- 144 1. Keep the Property clean and safe.
 - 145 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
 - 146 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including
 147 any elevators.
 - 148 4. Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
 - 149 5. Obey all federal, state, and local laws that relate to the Property.
 - 150 6. Clean up after pets and guide and support animals on the Property, including common areas.
- 151 (B) Tenant will not:
- 152 1. Keep any flammable, hazardous or explosive materials on the Property, with the exception of common household goods intended
 153 for lawful use.
 - 154 2. Destroy, damage or deface any part of the Property or common areas.
 - 155 3. Disturb the peace and quiet of other tenants or neighbors.
 - 156 4. Cancel or close utility accounts paid by Tenant during the term of the Lease, without the written permission of Landlord.
 - 157 5. Make changes to the Property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that
 158 any changes or improvements made will belong to Landlord.
 - 159 6. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- 160 (C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with any requirements listed in
 161 (A) or (B), above.
- 162 (D) **Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or**
 163 **guide and support animals.**

- 164 **18. DETECTORS AND FIRE PROTECTION SYSTEMS**
- 165 (A) Landlord has installed (Smoke Detectors) (Carbon Monoxide Detectors) (fire extinguishers) in the Property. Tenant will
 166 maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.
- 167 (B) Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning
 168 detectors.
- 169 (C) Failure to properly maintain detectors, replace detector batteries or notify Landlord, maintenance or emergency contact (See Para-
 170 graph 3) of any broke normal functioning detectors is a breach of this Lease.
- 171 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is
 172 stated in the Rules and Regulations, if any.
- 173 (E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.

174 Tenant initials: _____ RL Page 4 of 7 Landlord Initials: _____

175 **19. DESTRUCTION OF PROPERTY**

- 176 (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged
- 177 or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Para-
- 178 graph3) of any condition in the Property that could severely damage or destroy the Property.
- 179 (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue
- 180 to pay rent, even if Tenant cannot occupy the Property.
- 181 (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
- 182 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until
- 183 the damage is repaired, OR
- 184 2. If the law does not allow Tenant to live on the Property, this Lease is ended.

185 **20. INSURANCE AND RELEASE**

- 186 (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Tenant is advised
- 187 to obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured
- 188 while on the Property.
- 189 **IF CHECKED**, Tenant must have insurance policies providing at least \$ 25,000.00 personal property insur-
- 190 ance and \$ 100,000.00 liability insurance to protect Tenant, Tenant's personal property and Tenant's guests
- 191 who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term.
- 192 Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation
- 193 of these policies.
- 194 (B) Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Prop-
- 195 erty.
- 196 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's
- 197 fees associated with that loss, if awarded by a court.

198 **21. HOLDOVER TENANTS**

199 If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will

200 be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily

201 basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded

202 by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek

203 reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests.

204 **22. TENANT ENDING LEASE EARLY**

205 Tenant may **not** end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in

206 writing.

207 **23. ABANDONMENT OF PERSONAL PROPERTY**

- 208 (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of
- 209 Tenant's remaining personal property may be considered abandoned if any of the following apply:
- 210 1. Tenant has vacated the Property after termination of the Lease;
- 211 2. An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and re-
- 212 moved almost all of Tenant's personal property;
- 213 3. An eviction order or order for possession has been entered in favor of Landlord;
- 214 4. Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of
- 215 a forwarding address; OR
- 216 5. Tenant has vacated the Property without showing an intent to return, Rent is more than 15 days past due and Landlord has posted
- 217 notice regarding Tenant's rights to Tenant's personal property.
- 218 (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant. Tenant will
- 219 have ten days from the date the notice was post marked to:
- 220 1. Retrieve Tenant's personal property, OR
- 221 2. Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored
- 222 by Landlord, Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will
- 223 be responsible for storage costs.
- 224 (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

225 **24. LANDLORD REMEDIES IF TENANT BREACHES LEASE**

- 226 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
- 227 1. Taking possession of the Property by going to court to evict Tenant.
- 228 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term
- 229 or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish
- 230 Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
- 231 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
- 232 4. Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court.

233 Tenant initials: _____

Landlord Initials: _____

(B) **IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE:** _____

25. TRANSFER AND SUBLEASING

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease and any written changes to it remains the same with the new Landlord.
- (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without Landlord's written permission.

26. SALE OF PROPERTY

- (A) If Property is sold, Landlord will give Tenant in writing:
 - 1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
 - 2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
- (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
- (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

27. IF GOVERNMENT TAKES PROPERTY

- (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security Deposit or prepaid Rent.
- (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

28. DEATH OF TENANT DURING LEASE TERM

- (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property, the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statutes relating to decedents, estates and fiduciaries.
- (B) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
- (C) Tenant's estate will be required to pay Rent, Additional Rent and any other sums due to Landlord, including expenses that Landlord may incur as a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages, to Landlord for breach of contract or early termination of the Lease.

29. TENANTS' RIGHTS

- (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.
- (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will notify Tenant immediately if the property owner or Landlord receive a notice of foreclosure.

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.

30. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
- Property was built before 1978. **Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure** disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally approved pamphlet on lead poisoning prevention.

31. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

32. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

33. ENTIRE AGREEMENT

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this

290 Tenant initials:

Landlord Initials

291 Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under
292 Paragraph 12.

293 **34. SPECIAL CLAUSES**

294 **(A) The following are part of this Lease if checked:**

- 295 Change of Lease Terms Addendum (PAR Form CLT)
- 296 Pet Addendum (PAR Form PET)
- 297 Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR)
- 298 **PRE Addendum**
- 299 **Lead Docs**

300 **(B) Additional Terms: All keys must be returned to Philadelphia Realty Exchange Office within 3 days of the termination date of**
301 **the lease. Failure to do so will result in a \$150.00 fine on the security deposit. Tenants are responsible for all repairs under**
302 **\$100.00. Fines from the city for putting your trash out early will be paid by the tenants. Trash is not to be put out before 7pm**
303 **the night prior to trash pick up.**

306 **First, last, and security deposit and any other outstanding amounts due under the terms of the lease, must be paid at least 5 days**
307 **prior to inception date of the lease.**

314 **NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.**
315 **If a real estate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and Tenant acknowl-**
316 **edge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.**

317 **By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information set**
318 **forth in this Lease.**

319 A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

320	TENANT <u>Troy Bracley</u>	_____	DATE <u>1/7/2024</u>
321	TENANT _____	_____	DATE _____
322	TENANT _____	_____	DATE _____
323	CO-SIGNER _____	_____	DATE _____
324	CO-SIGNER _____	_____	DATE _____
325	CO-SIGNER _____	_____	DATE _____
326	LANDLORD _____	_____	DATE <u>1/7/2024</u>
327	LANDLORD _____	_____	DATE _____
328	EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER		DATE _____
329	_____		DATE _____

330 **LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

331 As part of payment received by Landlord, _____ (current Landlord) now transfers to
332 _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and
333 other benefits.

334	CURRENT LANDLORD _____	DATE _____
335	CURRENT LANDLORD _____	DATE _____
336	NEW LANDLORD _____	DATE _____
337	NEW LANDLORD _____	DATE _____

PET ADDENDUM TO RESIDENTIAL LEASE

PAL

This form recommended and approved for, by not restricted to use by, members of the Pennsylvania Association of Realtors® (PAR).

P PROPERTY 108 S. Peach Street unit 1, Philadelphia, PA 19139
h LANDLORD Philadelphia Realty Exchange, Inc.
o TENANT(S) Troy Bracley

1. ALLOWANCE OF PET(S)

Landlord agrees that only the pet(s) described in Paragraph 8 of this Addendum may be permitted on the Property. Tenant may not have any other pet(s) on any part of the Property without Landlord's written permission. Guide and support animals are not pets.

2. TENANT'S DUTIES

- (A) Tenant will clean up after the pet(s) in any area of the Property, including common areas.
- (B) Tenant will keep pet(s) inside the Property at all times, except when on a leash or otherwise restrained by and under the full control of Tenant.
- (C) Tenant will comply with all local ordinances regarding pet ownership, including licensing and vaccination.
- (D) Tenant will not permit pet(s) to interfere with the quiet enjoyment of other tenants on the Property or to become a nuisance as defined by state and/or local law.

3. LOSS OR DAMAGE

Tenant is responsible for any loss or damage caused by the pet(s). Tenant agrees that Landlord bears no responsibility for any damage, injury, or nuisance caused by the pet(s).

4. RENTAL INSURANCE

In addition to the insurance requirements of the Lease, Tenant must have rental insurance that covers pets providing at least \$ **25,000.00** property insurance and \$ **100,000.00** liability insurance to protect Tenant, Tenant's personal property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.

5. REMOVAL OF PET(S)

- (A) If Landlord determines that Tenant has not fulfilled Tenant's duties described in this Addendum, Landlord will provide a written warning to Tenant for the first offense. Tenant will be given ____ days (7 if not specified) to correct the situation.
- (B) If Landlord determines a second time that Tenant has not fulfilled Tenant's duties described in this Addendum, Landlord will provide written notice to Tenant. Tenant will be given ____ days (7 if not specified) to remove the pet(s) from the Property. Failure to remove the pet(s) within the time provided will be considered a breach of the Lease.
- (C) All other terms and conditions of the Lease will remain in full force and effect. Tenant's failure to remove the pet(s) from the Property is a breach of the Lease, and Landlord will have all remedies as stated in the Lease.

6. ADDITIONAL FEES/CHARGES

- (A) Tenant will pay \$ _____ as a non-refundable Pet Fee in addition to other fees required by the Lease.
- (B) Tenant will pay \$ **50.00** as a monthly Additional Rent in addition to other fees required by the Lease.
- (C) _____

7. DANGEROUS DOGS

Pennsylvania law makes it a summary offense for harboring a "dangerous dog." Under no circumstances is a "dangerous dog" permitted on the Property. A dog is considered dangerous under 3 P.S. §459-502- A where:

- (A) The dog has done one or more of the following:
 1. Inflicted severe injury on a human being without provocation on public or private property.
 2. Killed or inflicted severe injury on a domestic animal, dog or cat without provocation while off the owner's property.
 3. Attacked a human being without provocation.
 4. Been used in the commission of a crime.

Tenant Initials: TB / _____ PAL Page 1 of 2 Landlord Initials _____



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(B) The dog has either or both of the following:

1. A history of attacking human beings and/or domestic animals, dogs or cats without provocation.
2. A propensity to attack human beings and/or domestic animals, dogs or cats without provocation. A propensity to attack may be proven by a single incident of the conduct described in Paragraph 7(A).

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8. DESCRIPTION OF PET(S)

(A) Total Number of Pet(s) 1

(B) Type of Animal Dog Breed _____

Name of Pet Bear Age 3 mo Weight 30lb

Color Lilac Ibabella License Number (if applicable) L:925036

Spayed/neutered? Yes No Declawed? Yes No

(C) Type of Animal _____ Breed _____

Name of Pet _____ Age _____ Weight _____

Color _____ License Number (if applicable) _____

Spayed/neutered? Yes No Declawed? Yes No

(D) Type of Animal _____ Breed _____

Name of Pet _____ Age _____ Weight _____

Color _____ License Number (if applicable) _____

Spayed/neutered? Yes No Declawed? Yes No

(E) Type of Animal _____ Breed _____

Name of Pet _____ Age _____ Weight _____

Color _____ License Number (if applicable) _____

Spayed/neutered? Yes No Declawed? Yes No

Additional information is attached.

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9. OTHER

Fe **All other terms and conditions of the Lease remain unchanged and in full force and effect.**

F: **Tenant and Landlord have read and understand this Addendum.**

FF	TENANT _____	DATE <u>1/7/2024</u>
Fa	TENANT _____	DATE _____
Fx	TENANT _____	DATE _____
ar	CO-SIGNER _____	DATE _____
aP	CO-SIGNER _____	DATE _____
ah	CO-SIGNER _____	DATE _____
ao	LANDLORD _____	DATE <u>1/7/2024</u>
an	LANDLORD _____	DATE _____

LEAD DISCLOSURE AND CERTIFICATION ADDENDUM TO LEASE

Resident: _____

Property Address: 108 S. Peach Street unit 1, Phila. PA 19139

I. CHECK WHICH ZIP CODE PROPERTY IS LOCATED IN TO DETERMINE DATE THE NEW LAW APPLIES TO YOUR PROPERTY. (Check one of the following.)

A. Check if property is located within the following zip codes:

19121, 19131, 19132, 19133, 19138, 19139, 19140, 19141, 19143, 19144, 19151

If your property is located within one of the zip codes above, the new law applies as of:
October 1, 2020.

B. Check if property is located within one of the following zip codes:

19102, 19104, 19119, 19120, 19122, 19124, 19126, 19127, 19134, 19137, 19142

If your property is located within one of the zip codes above, the new law applies as of:
April 1, 2021.

C. Check if property is located within one of the following zip codes:

19107, 19118, 19125, 19128, 19129, 19130, 19135, 19145, 19146, 19148, 19153

If your property is located within one of the zip codes above, the new law applies as of:
October 1, 2021.

D. Check if property is located within one of the following zip codes:

19103, 19106, 19111, 19114, 19115, 19116, 19123, 19136, 19147, 19149, 19150, 19152, 19154

If your property is located within one of the zip codes above, the new law applies as of:
April 1, 2022.

*** Note the date that the new law applies to your property. If that date has passed, go to Section III below. If that date has not yet passed, proceed to Section II below. ***

II. WILL A CHILD THAT IS SIX (6) OR UNDER RESIDE IN THE RESIDENTIAL DWELLING? (Check one of the following.)



- A. No child six (6) or under will reside in the residential dwelling during the lease term. In addition, Resident is not pregnant to their knowledge. Under this circumstance, no lead dust wipe test, Lead-Free or Lead-Safe certifications are required.
- B. A child six (6) or under will reside in the residential dwelling or Resident is pregnant, to their knowledge. Under this circumstance, a lead dust wipe test and Lead-Safe Certification or Lead-Free Certification is required unless one of the following applies: *(Check if any of the following apply.)*
1. The property was developed by and for educational institutions for exclusive use and occupancy of the institutions' students;
 2. The building's units are leased only to students enrolled at a college or university; or
 3. The property is Philadelphia Housing Authority (PHA) housing or residential property leased under HUD programs including housing vouchers (Section 8).

*** Resident acknowledges and agrees that it is Resident's responsibility to update Owner of any change in the foregoing. Resident is responsible for notifying Owner if Resident is pregnant or if Resident has a child six (6) or under residing in the residential dwelling during the original lease term and during any and all renewals. ***

III. LEAD SERVICE LINE AND PLUMBING COMPONENT DISCLOSURE

Owner hereby sets forth Owner's knowledge or lack thereof regarding lead service lines and lead plumbing components: *(Check one of the following.)*

- A. Owner has no knowledge of any lead service line or lead plumbing components. Accordingly, there may be a lead service line or lead plumbing components, but Owner is not aware of them.
- B. Owner knows and acknowledges that there are lead service lines, lead plumbing components, or both.

IV. LEAD WARNING STATEMENT

EVERY RESIDENT OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH RESIDENTIAL DWELLING MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT AND/OR LEAD DUST 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 OWNER OF ANY INTEREST IN RESIDENTIAL REAL

PROPERTY IS REQUIRED TO DISCLOSE TO THE RESIDENT 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 A RISK ASSESSMENT FOR POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE. EVERY RESIDENT 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 OWNER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE RESIDENT THE KNOWN EXISTENCE OF A LEAD WATER SERVICE LINE. YOU ARE ADVISED TO READ THE PAMPHLET CONTAINING INFORMATION ON LEAD WATER SERVICE LINES AND LEAD PLUMBING COMPONENTS PROVIDED AT THE TIME OF ENTERING INTO THE LEASE.

NOTE: RESIDENT IS ADVISED TO PERFORM A VISUAL INSPECTION OF ALL PAINTED SURFACES PERIODICALLY DURING THE TERM OF THE LEASE AND MAY INFORM THE OWNER OF ANY CRACKED, FLAKING, CHIPPING, PEELING OR OTHERWISE DETERIORATING PAINT SURFACES.

V. DATE PROPERTY BUILT. *(Check one of the following.)*

- A. Residential Property was built March 1978 or thereafter. Under this circumstance, the provisions of this addendum relating to lead from lead-based paint or dust DO NOT apply. The Resident still retains the option to test for lead. The Owner still must disclose the existence of any known lead service line.
- B. Residential Property was built prior to March 1978. *(Check one of the options below.)*
 - 1. The new law DOES NOT apply to your property as determined in Section I above (your property does not fall within one of the zip codes where the date that the new law applies has passed), and the owner of any “Targeted Housing,” as defined below, built prior to March 1978, is required to perform a comprehensive lead inspection conducted by a certified lead inspector or other qualified professional and provide either a certificate of lead-safe or lead-free status

“Targeted housing” is defined as residential property built before March 1978, but excluding:

- a. Residential property developed by and for educational institutions for exclusive use and occupancy of the institutions’ students;
- b. Building’s whose units are leased only to students enrolled at a college or university;

- c. Philadelphia Housing Authority (PHA) housing and residential property leased under the HUD programs including housing vouchers (section 8);
or
 - d. Residential dwellings in which children aged six or under do not and will not reside during the lease term.
2. ___ The new law applies to your property as determined in Section I above (your property falls within one of the zip codes where the date that the new law applies has passed), and the owner of any “Targeted Housing,” as defined below, built prior to March 1978, is required to perform a comprehensive lead inspection conducted by a certified lead inspector or other qualified professional and provide either a certificate of lead-safe or lead-free status.

“Targeted housing” is defined as residential property built before March 1978, but excluding: College and university housing and other educational housing that is exclusively for students where non-family members are not permitted to reside.

If the residential property was built before March 1978 and none of the above exclusions apply, the Owner has given the Resident the following, upon entering into the lease agreement:

Lead Information Pamphlet – Protect Your Family from Lead in Your Home
Partners for Good Housing Pamphlet
The Notices contained within this Addendum
Certification of Lead-Safe or Lead-Free status from a qualified professional

VI. ALL RESIDENTS HAVE THE OPTION TO TEST FOR LEAD

Resident has the option to have a comprehensive lead inspection and risk assessment from a certified lead inspector performed at their cost. If the Resident chooses to have a lead inspection or risk assessment, it must be done within 10 days of the date the Resident signs this form. The Resident and the Owner can agree in writing to a different period of time. In the case of residential housing constructed prior to 1978, 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, the Resident 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 the Resident. Failure of the Resident 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.

Upon renewal of an existing lease, any Resident shall have the right to proceed with an inspection or risk assessment as provided above except that such renewing Resident shall not be

required to terminate the lease within two (2) days of performance of a comprehensive lead inspection or a risk assessment, but shall be afforded a ten (10) day period to notify Owner in writing of Resident's intention to terminate the lease, with actual termination and vacation of the premises to occur at a time not to exceed ninety (90) days after receipt of the comprehensive lead inspection or risk assessment, during which period all lease obligations shall remain in full force and effect.

VII. OWNER ACKNOWLEDGEMENT

Owner has provided the Resident the required information they have about lead-based paint or lead-based paint hazards as well as the existence of any known lead service line and lead plumbing components in the residential dwelling.

VIII. RESIDENT ACKNOWLEDGMENT

Resident has read and received a copy of this Addendum and all relevant documents.

Resident has read the above LEAD WARNING STATEMENT.

Resident understands they have the option to conduct their own lead inspection or risk assessment.

If the property was built after March 1978, Resident acknowledges that this addendum relating to lead based paint or dust does not apply.

IX. AGENT'S ACKNOWLEDGMENT

Agent, if any, has informed the Owner and Resident of the Owner's obligations under 42 U.S.C. § 4852d and Philadelphia Ordinance 6-800 et seq. and is aware of their responsibility to ensure compliance with those laws.

X. TRANSFERABILITY

In the event the property is sold during the lease term, the Lead-Safe or Lead-Free Certificates transfer to the new owners of the property.

XI. RESOURCES

The Philadelphia Department of Health has posted a list of "Certified/Licensed Lead Professionals" at www.philagov/health/leadlaw. This list is not an endorsement or recommendation and the Philadelphia Department of Health makes no claims as to the individual's credentials or abilities.

XII. CERTIFICATION OF ACCURACY

In accordance with 42 U.S.C. § 4852d and § 6-806 of the Philadelphia Health Code, the

following parties have reviewed the information above and acknowledge, to the best of their knowledge, that the information contained is true and accurate and they have received all required disclosures, pamphlets and documents as set forth herein.

Troy Bracley

1/7/2024

RESIDENT

Date

RESIDENT

Date

1/7/2024

OWNER or AGENT FOR OWNER

Date

All security deposit money will be disbursed in one check made payable to all tenants unless otherwise specified in lease. All monies are held in a non-interest bearing account.

Late notices are generated on the 6th day of the month beyond the due date of the monthly rent, regardless of notification by tenant, payment arrangements, or other notice.

Maintenance services are provided in order of importance. Service is guaranteed within two weeks for non-emergencies, with initial response being within 48 hours or the next business day, whichever is later. If Maintenance provider arrives at property and is turned away or can't gain access to the unit for any reason, a \$50 charge will be billed to the tenant and the request will be re-entered into queue. Under no circumstance may a tenant call a service provider directly. All maintenance requests are to be submitted through www.PRE215.com tenant login. Tenants are responsible for all repairs under \$100.00.

Landlord warrants that property is being delivered pest and rodent free and will cover the cost of exterminating if any pest/rodent detected within 14 days of inception of the lease. After the 14 days if pests/rodents are deemed the tenant's fault by a licensed and insured exterminator the tenant will be responsible for all cost for remediation.

Unit must be delivered vacant and clean to the level of which the unit was delivered. If not, the tenant is responsible for the cleaning bill / charges.

Trash tickets are charged pro rata to all tenants.

We do not offer lock out services. If you need keys during business hours, they can be obtained at our office for a charge of \$50 the 1st time and \$100 for each subsequent request.

Tenant is responsible for re-lighting the pilots for all gas appliances or adjusting temperature on hot water tank in the unit. Tenants shall pay a \$100 fee to maintenance for this service if desired.

Proof of transfer of utilities is required 10 days turned in with move-in form. Proof of paid utility bills is required prior to return of security deposit. Tenants will be charged a rate of \$75/hr for cleaning services at move-out, if the unit is not left clean. Additional fees may be applied for regular and bulk trash removal, etc.

NO Smoking. Smoking of any sort within this building, by the tenants and occupiers of this unit, is hereby prohibited for the term of this lease.

Landlord is not monetarily responsible for loss of occupancy in situations where Landlord is acting according to law. Tenants are required to obtain Renter's Insurance covering loss of occupancy.

Tenants are responsible for returning **ALL** keys and electronic entry devices to the offices of PRE located at 1608 Spruce Street within 3 days of the termination date on their lease. Failure to return keys will generate a charge to the tenant of \$150 and failure to return electronic entry devices will generate a charge of \$250.

If one tenant is being replaced with another tenant under the terms of the current lease, the new tenant will pay the previous tenant their portion of the security deposit and last month's rent paid by the initial tenant. A \$250.00 fee is to be paid to PRE for preparation of the addendum to the lease.

Tenant initial



Landlord's initials:

A Guide to Bed Bug Safety

The Basics

Protect your belongings!

Bed bugs like to ride on personal items like jackets and bags. Bed bugs rarely climb onto a moving body.

Limit the number of items you carry with you. If you enter an area you think might have bed bugs, do not place your belongings on the floor or on furniture. Seal these items in plastic bags or plastic bins when you stay in a suspected area for any length of time.

Place clothing and belongings in a clothes dryer when you get home to kill any bed bugs and their eggs. Keep the dryer on high heat for at least 20 minutes.

For More Information

The Centers for Disease Control & Prevention, or CDC, has information about bed bugs here:

<https://www.cdc.gov/parasites/bedbugs/index.html>

The Environmental Protection Agency, or EPA, has information about bed bugs here:

<https://www.epa.gov/bedbugs/>

About Bed Bugs

Bed bugs (*Cimex Lectularius*) are small insects that feed on human and animal blood. They are most active when people are asleep. Bed bugs can get into your home by attaching themselves to used furniture and personal items like bags and clothing.

You may not notice bed bugs because they hide in cracks when they are not feeding. Bug sprays and pesticides alone are not enough to get rid of bed bugs. The best way to treat a bed bug problem is to use both non-chemical and chemical methods.



How Do I Recognize Bed Bugs?

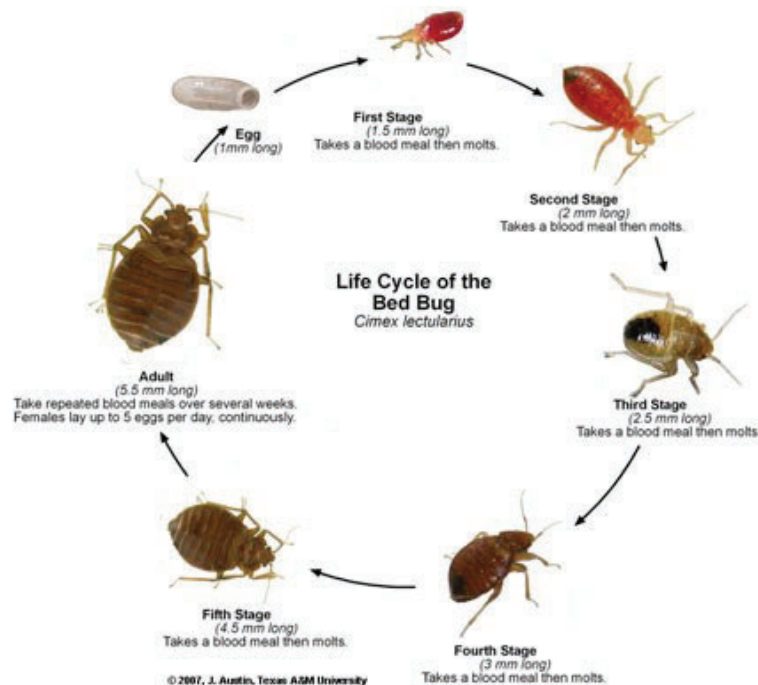
You can recognize bed bugs from their:

- Droppings and blood stains on mattresses or furniture
- Appearance

Bed bugs have three basic life stages: egg, nymph, and adult.

An adult bed bug is about the size of an apple seed, oval shaped, rusty brown in color, wingless, and as thin as a credit card. Bed bug nymphs are smaller and clear or tan in color. Bed bugs that have just fed will be swollen and stretched out. All bed bugs have six legs and two antennae.

Many common household insects can be mistaken for bed bugs. Proper identification is required to provide the correct treatment.



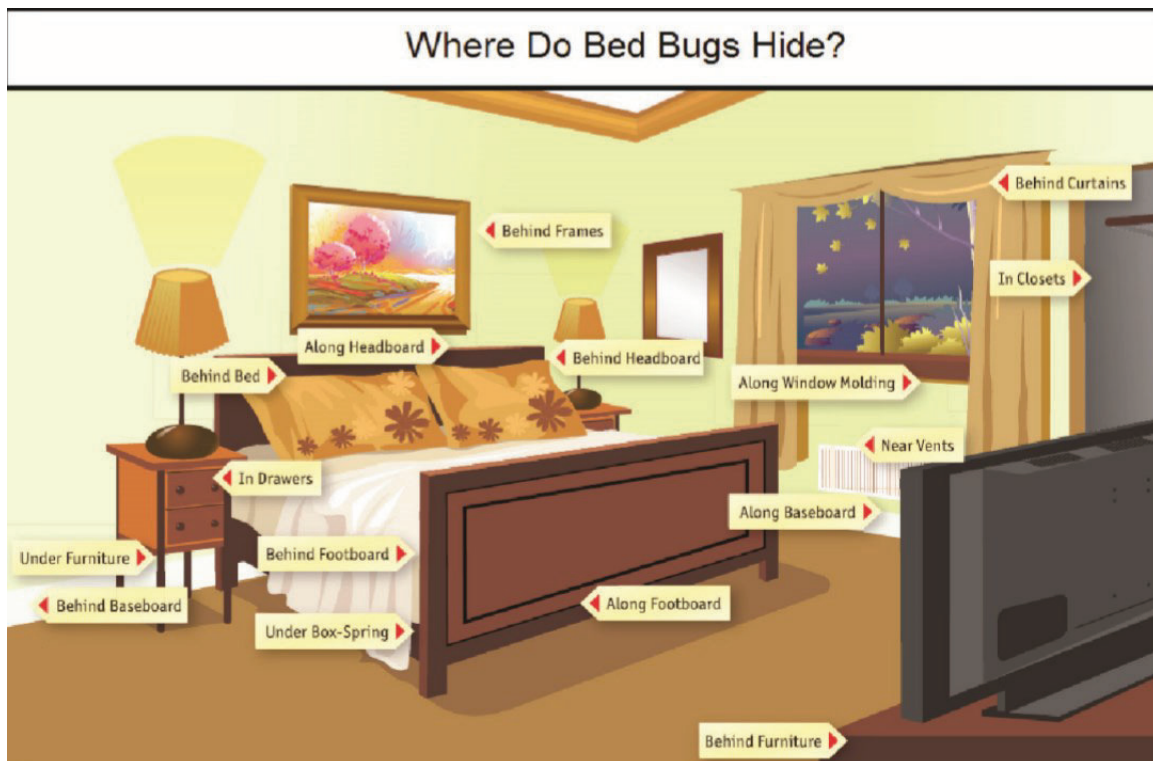
Department of
Public Health

CITY OF PHILADELPHIA

How Do I Inspect My Home For Bed Bugs?

Despite their name, bed bugs do not live only in beds. They can be found almost anywhere in your home that provides a place to hide. Any crack or crevice with an opening as thin as a credit card can provide a hiding place.

You can often find where bed bugs are hiding by looking for black or brown spots on and around surfaces where they rest. Eggs and shed skin casings will also be found near these areas. Bed bugs do not hide in brightly lit areas. Be sure to use a flashlight, magnifying glass, and crevice tool to help you with your inspection.



Places Bed Bugs Are Commonly Found

- Mattresses and box springs
- Bed frames & head boards
- Night stands and dressers
- Curtains
- Window and door frames
- Pictures and picture frames
- Loose wallpaper and peeling paint
- Hard and upholstered furniture
- Behind baseboards and electrical outlets
- Joints in hard wood floors
- Crevices behind molding
- Any other places that provide a dark, narrow crevice

How Do I Find A Reliable Pest Control Professional

- Call several licensed and insured pest management companies and get written estimates.
- Insist on and check references.
- Look for companies that offer both chemical and non-chemical control.
- Insist on pre-inspection as part of the estimate process.
- Technicians should be willing to talk with you about treatment options and guarantees.
- An effective bed bug control plan should take multiple treatments and inspections. Make sure these are covered in the estimate.
- Compare warranties and guarantees.
- The best way to get rid of bed bugs is to hire a professional pest control company with experience in bed bug control. If you do not use a professional, you can use products or procedures described on the following pages to control bed bugs.

What You Can Do to Help Your Pest Control Professional

Vacuuming

Vacuum cracks and crevices on a regular basis. Take your time. Use the crevice tool attachment to remove the largest number of bugs and eggs. Do not use a bristle attachment, which may transfer eggs from one room to another. You should also vacuum mattresses before you purchase mattress encasements (see below). Vacuums do not kill bed bugs or their eggs, so be sure to empty the bag or canister into a sealed trash bag after you vacuum.

Sealing

Bed bugs can travel between row homes through small openings and areas with wires and cables. Protect yourself by sealing wall/floor junctures with caulk to prevent bed bugs from traveling through. Install foam padding behind electrical outlet faceplate covers to create a tight seal.

Mattress Encasements

It is a bad idea to throw out your mattress at the first sign of bed bugs. Bed bugs will follow you wherever you sleep. It is a better idea to use the money you would need to buy new mattress to hire a professional pest management company. You can use bed bug encasements to protect both mattresses and box springs.

Encasements reduce hiding spots and make it easier to detect an infestation. Be sure to purchase an encasement made for bed bugs. Allergen covers will not work. Always check the encasement from time to time for any rips or tears.

What You Can Do To Help Your Pest Control Professional (continued)

Cleaning

When you see a blood spot, clean it up right away. Cleaning up blood spots will make it easier to detect new bed bugs and provide a more sanitary home environment.

General cleaning will also remove bed bugs and eggs. Cleaning can also help you to tell the difference between roaches and bed bugs. Bed bug excrement will smear reddish brown before washing away.

Laundry

Laundering items on the hottest setting will kill bed bugs and eggs. You should allow items to dry on the hottest setting for at least 20 minutes after they appear to be fully dry. Pillows, comforters and other thick items may take longer. After laundering, store items in airtight bags to prevent re-infestation.

How Do I Control Bed Bugs?

- Do not bring discarded bed frames, mattresses, box springs or upholstered furniture found on the street into your home.
- Check all used or rented furniture for bed bugs.
- While traveling, inspect the bed and furniture.
- Keep suitcases off the floor and bed, and inspect them before you leave.
- If you suspect you have been around bed bugs, immediately wash and dry your clothing on the hot settings.

What Not To Do When Dealing With Bed Bugs

- Do not relocate to another area of the house. Bed bugs will follow their host and may infest new areas of your house.
- Do not use a total release fogger for bed bug control. Foggers will spread an infestation to other areas of your home and possibly to neighboring properties.
- Do not turn up the thermostat to kill bed bugs. A home furnace will not reach the required temperatures to kill bed bugs.
- Do not bag up furniture and leave it outside during winter months. Freezing temperatures may not kill all bed bugs and their eggs.
- Do not throw out your furniture at the first sighting of bed bugs. Most furniture can be treated by a professional to remove bed bugs and eggs.



What Must Landlords Do?

If you are a landlord, to rent a property in Philadelphia you must:

- Develop a written Bed Bug Control Plan that follows best practices as defined by the National Pest Management Association and follow it;
- Give this brochure to your tenant before you enter into a new lease; and;
- Inform the tenant in writing before you enter into a new lease about any bed bug infestation in the rental unit in the previous 120 days and what steps were taken to remediate it. If there was no infestation during that time, you must inform the tenant of this in writing.

If you are a landlord and you receive a complaint that one of your rental units is (or is reasonably suspected to be) infested with bed bugs, you must:

- Acknowledge the complaint within five days;
- Have a pest management professional investigate the rental unit for the presence of bed bugs within 10 days;
- If there is an infestation, remediate the rental unit until a pest management professional determines that there is no evidence of bed bugs in the unit;
- In buildings with four or more units, have a pest management professional investigate the rental units above, below, and adjacent to the unit about which you received the complaint;

(continued on next page)

What Must Landlords Do? (continued)

- Provide tenants with at least 24-hours notice before entering a unit to inspect, remediate or monitor it for bed bugs;
- Provide any tenants in units affected by a bed bug complaint a written notice of the pest management professional's determination of whether there is a bed bug infestation within five business days of when you receive it;
- Provide all tenants in a building notification of results of an investigation of the presence of bed bugs in common areas of that building;
- Obtain bed bug monitoring services for 12 months after an infestation has been remediated, and if the unit is leased to a new tenant during the monitoring period, explain the monitoring activities to the new tenant and continue monitoring; and
- Maintain a written record for two years of all bed bug complaints and control measures provided, including reports of chemicals and other remedies used by the pest management professional and any other reports prepared by the pest management professional.

Who Must Pay for Remediation?

The landlord is responsible for hiring pest control professionals to investigate bed bug complaints and eliminate infestations. The landlord is responsible for the full cost if the infestation is reported within 365 days after "lease commencement" (the first day you are permitted to live in the rental unit) or within 180 days after bed bugs were found in an adjoining unit. After this time period, the landlord and tenant share in reasonable costs for the pest control services.

Exception: A tenant who lives in housing managed by the Philadelphia Housing Authority or who pays rent with government vouchers or subsidies is not responsible for a share of the costs.



Department of
Public Health

CITY OF PHILADELPHIA

What Must Tenants Do?

In Philadelphia, if you are a tenant, you must:

- Not knowingly bring into the building furniture or other personal items that are infested with bed bugs;
- Notify your landlord in writing within five business days if you suspect that your unit or a building common area is infested with bed bugs;
- Cooperate with any reasonable recommendations made by a pest management professional hired by the landlord to investigate and remediate a bed bug infestation, including:
 - ◆ Allowing the pest management professional to come into your rental unit at reasonable times to inspect for bed bugs or remediate the bed bugs;
 - ◆ Not interfering with the pest management professional's inspections or remediation efforts;
 - ◆ Preparing your unit for treatment, such as cleaning or moving furniture, as recommended by the pest management professional; and
 - ◆ Carrying out other reasonable recommendations of the pest management professional.

