

LEASE FOR REAL ESTATE

SMR Property Management

c/o David E. Pickett
4311 Otter Street, Philadelphia, PA 19104
215-387-8686

PRINCIPALS

This Agreement, made this Twenty-Eight day of August AD 2023 between SMR Property Management, Agent for Lessor, and Lerner Courts hereinafter called Lessor, Ashwin Menon and Sarthak Awasthi hereinafter called Lessee,

PROPERTY

1. (a) WITNESSETH: Lessor agrees to let unto the Lessee premises being know as 3411 Race Street, Apt. C (2R) in the city of Philadelphia, County of Philadelphia, State of Pennsylvania with improvements consisting of 3 rooms and 1 baths.

Upon the following terms and conditions to wit:

- (b) Total rental for entire term payable to Lessor \$19,200.00
(c) Payments Monthly in the amount of: \$1600.00
(d) Security Deposit \$1600.00
(e) Late Charge if rent not paid within grace period of 5 days (10%) \$160.00
(f) Due date for each payment is the FIRST DAY OF EACH MONTH
(g) Term of this lease is One Year
(h) Commencement date of lease. First day of September AD 2023
(i) Expiration date of lease. Thirty-First day of August AD 2024
(j) Required written notice to terminate this lease is 120 days.
(k) Renewal term if not terminated by either party will be YEAR TO YEAR
(l) Lessee will occupy premises ONLY as RESIDENTIAL.
(m) Maximum number of occupants under this lease 2
(n) Payments to be made promptly when due in lawful money of the United States of America to: Agent: SMR Property Management, c/o David Pickett, 4311 Otter Street, Philadelphia, PA 19104
(o) Utilities and services to be supplied as follows: Tenant is required to show proof of having utilities in their name within 30 days of lease commencement date.
Lessor will supply: water
Lessee will supply: hot water gas
heat electric
(p) No pets or animals of any kind whatsoever will be permitted on or within the herein described premises excepting:

2. SPECIAL CLAUSES

- (a) It is hereby understood and agreed that the sum of \$1600.00 is to be deposited towards last month's rent and used towards last month's rent provided Lessee conforms with all the terms and conditions of the lease, otherwise same will be forfeited.
(b) Neither the tenant nor any guest(s) shall sell or serve alcoholic beverages to anyone under the legal drinking age of twenty-one.
(c) Tenants are responsible for the behavior of their guests.
(d) If a complaint is registered by another tenant or neighbor because of failure to comply with any of the above, Lessor reserves the right to terminate lease immediately, proceed with eviction, and recover possession.
(e) Lessee shall pay for all electric, heat, hot water and cooking gas in addition to the rent herein before mentioned or any other utilities as directed by Lessor, Owner or Agent.
(f) After ten (10) days from the inception of this lease, Lessee agrees to be responsible for repair to the air conditioner, refrigerator, garbage disposal, gas or electric range, washer/dryer and microwave caused by tenants' own negligence. Tenant agrees not to overload the washer or dryer.
(g) It is understood and agreed that only persons to occupy the apartment are herein named on this lease. Any change in occupancy without approval of Lessor shall automatically terminate this lease.
(h) It is hereby understood and agreed that if said apartment includes wall-to-wall carpets, and in the event, upon vacating, carpets are damaged in any way whatsoever, Lessee will be responsible for their replacement. If it is necessary to have the carpets cleaned and/or shampooed, a charge of not less than \$60.00 per carpet will be assessed against said security deposit.
(i) If Lessee occupies apartment prior to the lease date, all terms and conditions of the Lease and rider will take affect at once.

Initials: \_\_\_\_\_ Agent: \_\_\_\_\_

- (j) In the event premises are presently occupied and possession is not obtained in accordance with Lessee's new lease, it is hereby understood and agreed that SMR Property Management and/or Lessor and/or Agent will not be held responsible for any fulfillment of terms and conditions of said lease.
- (k) If for any reason the Lessee changes locks, it is mandatory that the Lessee furnish the Lessor's superintendent with a duplicate set of keys for use in case of emergency. Failure to do so relieves the Lessor from any responsibility in entering the premises during emergency. This also applies to the installation of additional locks.
- (l) It is hereby understood and agreed that if Lessee cannot fulfill their obligation prior to and/or during the term of this lease, all moneys paid including security deposit will be retained null and void and SMR Property Management will be hereby relieved from any further liability in connection with the lease and rider attached.
- (m) In the event of a sale of the land and building or leasing of the building in which the demised premises from a part, Lessor shall have the right to transfer the security deposit to the Grantee or New Lessor and SMR Property Management shall there upon be released from all liability for the return of such security deposit, and Lessee agrees to look solely at the Grantee or new Lessor for return of such security deposit.
- (n) It is hereby understood and agreed that the Lessee is responsible for all personal property brought into said apartment. Lessee further agrees to hold Lessor harmless from any liability or responsibility for damages of theft to the Lessee's personal property. **IT IS THE RESPONSIBILITY OF THE LESSEE TO ADEQUATELY INSURE ALL PERSONAL PROPERTY.**
- (o) If for any reason whatsoever, any checks are returned by Lessee's bank to this office, there will be a charge of \$35.00 for each occurrence.
- (p) Lessee represents and warrants that they are of legal age and are legally competent to execute this lease.
- (q) Lessee agrees that no wall treatments, painting, papering and hanging can be done in the apartment without the written permission of Lessor.
- (r) In the event the Lessor consents to Lessee's subletting the premise, or the Lessor, or Agent secures a new tenant or assists in renting said apartment for the Lessee prior to the expiration date set forth herein, then the Lessee shall reimburse Lessor or Agent the sum of \$250.00 for administrative costs.
- (s) Tenant agrees that when vacating apartment, it shall be left in a clean manner. Should the Lessor need to clean the apartment Lessee agrees to pay all costs associated with such cleaning.
- (t) **NO WATER BEDS PERMITTED IN SAID APARTMENT.**
- (u) If proceedings shall be commenced by Lessor to recover possession under the acts of assembly, either at the end of the term or sooner termination of the lease, or for nonpayment of rent or two months' notice and/or the 15 to 30 days' notice required by the Landlord and Tenant Act of 1951 and agrees that no notice need by provided - Lessee also agrees to pay all court costs, interest and a reasonable attorney fee.
- (v) Lessor has the right to terminate this lease if Lessee does not conform to the rules and regulations set up by the management. Lessee agrees that Lessor has the right to demand possession within 10 days of Lessee receiving termination notice.
- (w) Tenant certifies that he/she will make a physical inspection within 10 days of lease start date of the leased agreement and will give landlord a list of all repairs needing attention. Tenant will inspect all appliances and heating/air units. After 10 days tenant will be responsible for any repairs due to their neglect.
- (x) It is understood and agreed that if for some reason the Lessee is unable to fulfill his/her obligation to the full term of the lease, and any subsequent renewals thereof, that he/she agree to give 120 days' written notice of their intent to vacate and pay a re-rental fee equivalent to three month's rent payable in advance to the agent.
- (y) Tenant agrees that when vacating apartment, the paint shall be left in the same manner as when possession was taken. Normal wear and tear is understandable however anything more than normal wear and tear shall result in painting charges.
- (z) Tenant agrees to abide by all local, state and federal laws while on the Lessor's property. Any mattresses discarded must be covered with plastic mattress cover.
- (aa) Tenant agrees to abide by city trash ordinances. There will be a \$50.00 fine for each violation as deemed by the city or by the Lessor. In addition, Lessee agrees to pay all costs incurred to Lessee by tenant's disregard of such ordinances.
- (bb) **SMOKING POLICY:** Smoking of any illegal substance is prohibited anywhere on the property. Our smoking policy is: Smoking of tobacco or any other legal substance is allowed.

**3. ADDITIONAL CLAUSES**

\_\_\_\_\_

\_\_\_\_\_

# TERMS AND CONDITIONS

## 4. RULES AND REGULATIONS

The party renting the premises will be referred to as “Lessee”, “Tenant” or “Renter”. The Party owning or controlling the premises, and leasing the premises to Tenant, will be referred to as “Lessor” or “Landlord”. Tenant agrees to follow all of these Rules and Regulations, as well as any additions or changes to the Rules and Regulations. Tenant agrees that its employees and guests will also follow the Rules and Regulations. Any reference in this Lease to “Tenant” includes any employees, agents, servants, licensees, family members or guests of Tenant. Here are the effective Rules and Regulations:

- (a) Tenant cannot block or obstruct “public areas” including hallways and stairways, and Tenant can use public areas only for entering and leaving the apartments;
- (b) Tenant cannot disturb other building occupants. Tenant, as well as any employee, guest or person under his or her control, cannot play a musical instrument, a television or a radio between 10:30 p.m. and 8:30 a.m. if another occupant of the building complains of its loudness. If any other occupant complains of noxious odors caused by Tenant’s cooking, Tenant must stop cooking;
- (c) Tenant cannot throw anything out of the apartment;
- (d) Tenant cannot store any baby carriages, bicycles or other large articles in public areas of the building, including hallways;
- (e) Tenant must keep the premises clean and cannot sweep dirt into the hallways.
- (f) Tenant cannot block the fire escape;
- (g) Tenant cannot hang anything from windows or balconies, place anything on window sills, shake anything from out of any windows or doors, or put any personal item in the hallways;
- (h) Tenant cannot use toilets or sinks for anything other than their intended purpose and cannot dispose of trash into the toilets or sinks. Tenant will be responsible for any damage caused by this type of disposal; **Tenant shall not flush anything down the toilet but regular toilet paper. Should there be a sewage backup due to Tenant flushing paper towels, disposable wipes, baby wipes, sanitary napkins or anything else, Tenant shall be responsible for all costs associated with cleaning the drains and subsequent water damage;**
- (i) Tenant cannot let his or her children play in public areas, including hallways or stairway;
- (j) Tenant cannot either keep animals in the apartment on a regular basis or transport animals into the building unless Landlord agrees to this;
- (k) Tenant cannot place window shades or awnings on the exterior of any windows; and
- (l) Landlord can change any of the Rules or Regulations if he thinks changes are necessary to preserve the safety, operation or cleanliness of the building. Landlord must give notice of these changes to Tenant and they will become part of this Lease.

## 5. SECURITY DEPOSIT

The “security deposit” specified in Paragraph 1(f) will be held by the Landlord or his Managing Agent (“Agent”) or. Landlord can only use this money to pay Tenant’s lease obligations, including cleaning or necessary repairs to the apartment. If the Tenant has, however, paid these obligations, then Landlord must return the security deposit after Tenant has left the premises and given up apartment keys. It is important that Tenant understands that the security deposit will not automatically be considered to be payment of the last month’s rent. It is held by the Landlord only for the purpose of restoring the apartment to an acceptable condition after the Tenant leaves. That being said, if the Tenant does not pay his final month’s rent, the Landlord has the option of holding the security deposit and applying it against any unpaid rent.

A. The agent or Landlord who receives the security deposit must deposit it in a separate custodial-type account in accordance with the Act of July 9, 1957, P.L. 608, Section 4, identifying the date and from whom the money was received, the date deposited, and the date of withdrawals. If Landlord sells the building, he must also transfer all security deposits being held at that time.

## 6. AFFIRMATIVE COVENANTS OF LANDLORD

If the Tenant needs additional storage space, the Landlord has available such space, Landlord can make the space available to the Tenant free of charge. However, the Landlord will not be responsible for any loss to the goods stored, and Landlord may sell any stored goods to cover any storage charges if Tenant leaves stored goods for over thirty days after vacating the possession of the apartment.

## 7. RENT PAYMENT

The Tenant must pay all rent at the Agent or Landlord’s office as specified in Paragraph 1(p) of this Lease.

Initials: \_\_\_\_\_ Agent: \_\_\_\_\_

## 8. AFFIRMATIVE COVENANTS OF TENANT

Tenant agrees to:

- (a) pay all rent as specified in paragraph 1(a), (b) and (p) on the dates due. Tenant must also pay any collection fees or legal expenses Landlord incurs in collecting rents which the Tenant does not pay in a timely manner;
- (b) pay a late charge if he or she fails to pay rent in a timely manner. The late charges will begin to run after 5:00 p.m. after the due date. The Landlord may take legal action for collection of the rent and/or evict Tenant from the apartment if rent payments still have not been made by 5:00 p.m. on the 10<sup>th</sup> day after the due date (in that case the late charge may also be included);
- (c) keep the apartment clean, replace all broken glass windows, repair damages to plumbing caused by tenant's neglect, and keep the apartment in the same condition it was when the Tenant took possession of it. The Landlord will maintain responsibility for reasonable wear and tear to the apartment and for damage by accidental fire, earthquake or other natural disaster which did not occur in any part because of the Tenant's negligence. Tenant must leave the apartment in the same condition he or she accepted it in;
- (d) comply with all applicable laws, ordinances and regulations. Landlord is not responsible for the Tenant's failure to comply with these laws, ordinances or regulations;
- (e) take precautions against and guard against fire;
- (f) promptly deliver keys to the apartment and give up possession at the end of Lease term;
- (g) give the Landlord notice of any accident, fire or damage affecting the apartment;
- (h) pay all gas, electricity, water, heat, and service bills incurred during the Tenant's occupancy of the apartment. These obligations include any additional obligations specified in Paragraph 1(q) of this Lease; and
- (i) indemnify the Landlord if the Tenant's breach of any of these covenants causes any damage or loss to any person or party.

## 9. NEGATIVE COVENANTS OF TENANT

The Tenant agrees he or she will not do the following things unless he or she has the Landlord's written consent:

- (a) occupy the apartment for any purpose other than what is specified in Paragraph 1(n) of the Lease;
- (b) assign, mortgage, or sublease the apartment, or permit any other person or company to occupy the apartment, without the Landlord's written consent;
- (c) place, allow to be placed, erect or cause to be painted, any sign on any part of the inside or outside of the apartment. If Tenant does create such a sign, the Landlord can remove it immediately at the Tenants expense.
- (d) make any changes, including improvements or additions, to the apartment. However, if Tenant does make any improvements or additions, they will be part of the apartment and remain on the premises when Tenant leaves at the expiration of the Lease term. In addition, if the Landlord requires the Tenant to remove any improvements or additions, the Tenant must do so at his or her own expense;
- (e) operate machinery which harms the building or disturbs other tenants, as determined by the Landlord;
- (f) place weights in the apartment which exceeds the safe holding capacity of the apartment;
- (g) perform anything objectionable to any fire insurance company carrying insurance on the apartment during this Lease term, which the fire insurance company could use to alter the effect of insurance then in place. If anything the Tenant does actually causes a change in the effective fire insurance on the apartment, the Tenant will be responsible for any resulting additional expense to the Landlord;
- (h) remove or attempt to remove any of Tenant's property without having paid all due rent; and
- (i) vacate the apartment during the term of the Lease.

## 10. AGENCY ON REMOVAL

The Tenant, if he decides to leave and landlord agrees that Tenant may sublet the premises, will only use an agent for representation and subleasing which has been approve by the Landlord.

## 11. LANDLORD'S RIGHTS

The Tenant agrees to the following rights of the Landlord:

- (a) Landlord, or any of his agents or employees, may inspect the apartment for the purpose of making repairs or additions;
- (b) Landlord may make rules and regulations necessary to preserve the safety or cleanliness of the apartment; and
- (c) Landlord may also display a "For Sale" sign at any time. In addition, after either the Tenant or the Landlord has given notice of intent to terminate the Lease, and at any time within six months before the expiration of Lease term, the Landlord may erect a "For Rent" sign. Any prospective purchasers or tenants may also inspect the apartment if the Tenant has been given reasonable notice.

## 12. DESTRUCTION OF PREMISES

- A. If the apartment is destroyed by fire or any other disaster not caused in any part by the Tenant, and the apartment cannot be restored to its original condition within a reasonable time, the Lease term will end and the Tenant will owe no more rent from that day forward.
- B. If the apartment is damaged by for or other disaster not occurring through the negligence of the Tenant, and the apartment can be restored to its original condition within reasonable time, the Landlord may enter the apartment to make repairs. In this case, the Tenant will not pay any rent during the time from the date of damage extending through the date when the apartment is restored to its previous condition; and
- C. The Landlord will not be responsible for any damage to the Tenant which occurs from a destruction of the premises.

**13. REPRESENTATION OF CONDITION**

The Tenant agrees that the Landlord has no obligation to make any alterations, additions or improvements beyond those existing at the time the Lease term begins.

**14. MISCELLANEOUS AGREEMENTS AND CONDITIONS**

- A. The obligation of the Tenant to pay monthly rent as specified in the Lease will not be changed by any discussions or agreements regarding alteration, additions or improvements to the apartment;
- B. The Tenant and Landlord agree that the Landlord can enforce any section of this Lease at any time. Also, by not enforcing any section of the Lease, the Landlord is not waiving his right to enforce it at a later date or time; and
- C. If the Tenant does not properly perform the agreements contained in Paragraph 8(c) regarding the cleaning of the premises, the Landlord may perform these requirements and add the additional charges to the Tenant’s next monthly rental payment.

**15. REMEDIES OF LANDLORD**

If the Tenant (a) does not pay all rental obligations or other expenses due under this Lease, (b) violates any provision of this Lease, (c) leaves the apartment or becomes insolvent and/or files a bankruptcy petition, or (d) has property sold or levied upon under the law, the Tenant has then breached the Lease. After Tenant has breached the Lease, the Tenant is immediately responsible to pay to the Landlord all rent due and payable at that time, together with any applicable expenses, as well as all rent for the remaining term of the Lease, together with any expenses due under the Lease. At that time, the Lease will be void and the Tenant will have no right to possess the apartment.

**16. FURTHER REMEDIES OF LANDLORD**

If the Tenant has breached the Lease, the Landlord may rent the apartment to another party. The Landlord will deduct any rents received from the re-renting of the apartment against the rent owed to Landlord by Tenant under this Lease.

**17. ZONING**

Tenant may apply for any type of zoning ordinance or zoning regulation regarding the Tenant’s use of apartment, but the Landlord does not have to assist the Tenant in his or her application. If the application is denied, it will not invalidate the Lease.

**18. CONFESSION OF JUDGMENT**

If the Tenant fails to pay rent and the Landlord brings suit against the Tenant to collect this Rent, the Tenant agrees that any attorney or any court of record may appear in court for the Tenant and confess judgment against the Tenant for all rent and expenses owing.

**19. EVICTION**

If the Tenant breached the Lease, the Landlord may file action in court to evict the Tenant. The Landlord may commence this action after 5:00 p.m. on the 10<sup>th</sup> day after the rent is due.

**20. AFFIDAVIT OF DEFAULT**

If the Landlord sues the Tenant for eviction and/or for rent owing, the Landlord must file in court an affidavit listing the facts authorizing the judgment for eviction and/or rent owing.

**21. WAIVERS OF TENANT**

The Tenant agrees that any judgments which are entered against him or her by any court are final, meaning the Tenant cannot appeal any such judgment. Therefore, Tenant agrees to waive all laws or rules which preserve any of his or her rights for appeal or rehearing of any judgment of this type, as well as any legal action brought by Landlord to collect any unpaid rent. In any legal actions which Landlord brings against Tenant, these waivers include the Tenant’s waiver of the to 3 months’ notice and/or 15 or 30 days’ notice required by the Act of April 6, 1951, P.L. 69, and Tenant agrees that 5 days’ notice is sufficient.

**22. SUBORDINATION**

This Lease is subordinate to any other lease entered into by the Landlord regarding this apartment. This means that if the Landlord’s right to possession or ownership of the apartment ceases because of another agreement, then this Lease will immediately terminate and the Tenant will immediately vacate the apartment.

**23. CONDEMNATION**

The Lease will terminate if the apartment is condemned. Under these circumstances, the Landlord will not have any claim against the Tenant for rents owing after the date of condemnation.

**24. TERMINATION OF THE LEASE**

A. Both Tenant and Landlord agree either may end or renew the Lease as set forth in Paragraph No. 1, above. If the procedures set forth in those paragraphs are not followed, however, the Tenant continues to keep possession of the apartment, the Lease term will continue under the same terms (rent, and Rules and Regulations) which were in effect at the end of the Lease term, and for the length of the renewal term identified above in Paragraph No. 1. Either the Tenant or the Landlord may end the Lease with the written notice specified in Paragraph No. 1 above before the end of any renewal term.

(1) If the Landlord, before the original Lease term ends, notifies Tenant that he intends to change the rental terms of the Lease, and within 30 days of the notice the Tenant does not notify the Landlord that he or she intends to vacate the apartment at the end of the original rental term, the new rental terms as set forth by the Landlord in his notice will apply.

(2) If, on the other hand, the Tenant within 30 days of receiving notice of the Landlord’s new terms does notify the Landlord the he or she intends to vacate the apartment, but then does not follow through and vacate the apartment on the date that he or she said he would leave, the Landlord can (a) continue the Lease under the original rental terms as if he had not proposed any new terms, or (b) within 30 days of the expiration of the original term notify the Tenant that in 10 days the Lease will be terminated and Tenant must vacate the apartment at that time.

**25. INABILITY TO GIVE POSSESSION**

The Landlord will not be liable to the Tenant for any damages caused by the Landlord’s inability to remove a previous occupant of the apartment, or any other reason also.

**26. ADDITIONAL RENT**

The Tenant agrees to pay as additional rent any expenses or damages which Landlord must pay because of the Tenant’s violation of any part of this Lease.

**27. NOTICES**

Both Tenant or Landlord may give notice to the other by posting any notice on the front door of the premises, or by certified mail.

**28. RIGHT TO ENFORCE**

Landlord has the right to enforce all provisions of the Lease at any time.

**29. DEFINITIONS OF TENANT AND LANDLORD**

The words “Lessor” or “Landlord” mean the Owner or Landlord of the apartment. The words “Renter”, “Lessee” or “Tenant” mean the Tenant.

**30. AGENT**

If any agent represents the Landlord in any business concerning this Lease or Tenant’s occupation of the apartment, that agent will not be held liable for any damages for any breach of the Lease by either party.

**31. HEIRS AND ASSIGNEES**

All rights and liabilities relating to both Tenant and Landlord concerning this Lease will bind the heirs, legal successors and assignees of both Tenant and Landlord.

**32. LEASE CONTAINS ENTIRE AGREEMENT**

Both the Tenant and Landlord agree that this Lease contains all provisions of the Rental Agreement which has been reached between Tenant and Landlord. No other provisions exist.

**33. SEVERABILITY**

Any provision in this Lease later found to be illegal will not affect the legality of any other portion of the Lease.

**34. DESCRIPTIVE HEADING**

The descriptive headings are used simply for convenience. No legal meaning should be drawn from them.

**35. APPROVALS**

Tenant:

_____	_____ Tenant (SEAL)	_____ Date
_____	_____ Tenant (SEAL)	_____ Date
_____	_____ Tenant (SEAL)	_____ Date
_____	_____ Tenant (SEAL)	_____ Date
_____	_____ Tenant (SEAL)	_____ Date
_____	_____ Tenant (SEAL)	_____ Date

Landlord:

_____	_____ Landlord (SEAL)	_____ Date
_____	_____ Agent for Landlord (SEAL)	_____ Date

**LEAD DISCLOSURE AND CERTIFICATION ADDENDUM TO LEASE**

**Resident: Ashwin Menon and Sarthak Awasthi**  
**Property Address: 3411 Race Street, Apt. C (2R)**

**I. WILL A CHILD THAT IS SIX (6) OR UNDER RESIDE IN THE RESIDENTIAL DWELLING?**

- A.  No child 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 6 or under will reside in the residential dwelling or Resident is pregnant, to their knowledge. Under this circumstance, the Owner must comply with the terms of this Addendum unless one of the following applies:
  - 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).
- C. 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 6 or under residing in the residential dwelling during the original lease term and during any and all renewals.

**II. 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:
- 1.  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.
  - 2.  Owner knows and acknowledges that there are lead service lines, lead plumbing components, or both.

**III. 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 LEADBASED 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.

**IV. DATE PROPERTY BUILT**

- 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. 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:
  - 1. Residential property developed by and for educational institutions for exclusive use and occupancy of the institutions' students.
  - 2. Building's whose units are leased only to students enrolled at a college or university.
  - 3. Philadelphia Housing Authority (PHA) housing and residential property leased under the HUD programs including housing vouchers (section 8); or

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

Initials: \_\_\_\_\_ Agent: \_\_\_\_\_



Good Housing Pamphlet. The Notices contained within this Addendum Certification of Lead-Safe or Lead-Free status from a qualified professional.

**V. 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.

**VI. 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.

**VII. 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.

**VIII. 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.

**IX. 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.

**X. RESOURCES**

The Philadelphia Department of Health has posted a list of “Certified/Licensed Lead Professionals” at [www.philagov/health/leadlaw](http://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.

**XI. 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.

**XII: LEAD FREE/LEAD SAFE**

Occupant acknowledges receipt of either a Lead-Free Certificate or Lead-Safe Certificate and the Lead In Your Home Brochure which is attached to this lease.

Occupant Signature and Date: \_\_\_\_\_

Occupant Signature and Date: \_\_\_\_\_

Occupant Signature and Date: \_\_\_\_\_

Occupant Signature and Date: \_\_\_\_\_

Occupant Signature and Date: \_\_\_\_\_

Occupant Signature and Date: \_\_\_\_\_

Owner or Agent Signature and Date: \_\_\_\_\_

Initials: \_\_\_\_\_ Agent: \_\_\_\_\_

**PHILADELPHIA BED BUG ADDENDUM**

**Property Address: 3411 Race Street, Apt. C (2R)**

1. The history of bed bugs in your unit during the previous 120 days is as follows:  
*(check one)*

a.  There has been no history of bed bug infestation.

b.  There was a bed bug infestation as follows *(describe the history of the bed bug infestation and the remediation that was done for the dwelling unit):*

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2. Resident acknowledges having received the informational notice regarding bed bugs prepared by the City of Philadelphia, a copy of which is attached hereto.

3. Owner has developed, maintained, and is following a bed bug control plan as required by City of Philadelphia ordinance Section 9-4500 et seq. Tenant acknowledges receipt of The Bed Bug Control Plan which is attached to this lease.

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**RESIDENT**

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**Date**

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**RESIDENT**

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**Date**

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**RESIDENT**

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**Date**

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**RESIDENT**

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**Date**

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**RESIDENT**

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**Date**

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**OWNER/AGENT**

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**Date**

**Bed Bug Control Plan**  
**SMR Property Management**

**Property Address: 3411 Race Street, Apt. C (2R)**

1. The goal of the bed bug management is to physically remove/kill visible and accessible bed bugs and their eggs. Stop the dispersal of bed bugs out of the service area. Prevent the reintroduction of new bed bugs from other sites by providing education.
2. Educate and communicate with all affected parties on the biology and habits of bed bugs, their prevention and control.
3. Educate tenants about the consequences of using used furniture and mattresses. Used furniture and refurbished mattresses may have bed bugs and bed bug eggs that are difficult to see.
4. Provide tenants information about the city requirements for landlords and tenants regarding bed bugs.
5. Monitor for the presence of bed bugs.
6. Upon receiving notification of a bed bug complaint acknowledge complaint within 5 days.
7. Instruct residents to collect sample for exterminator and not to remove any furniture.
8. Educate tenants about over the counter foggers. They are not very effective and may cause bed bugs to scatter.
9. Give tenant 24 hours' notice of bed bug inspection.
10. Bring a pest control company to investigate the issue within 10 days of complaint.
11. If bedbugs are found, ask pest control company to provide tenants with instructions of what they need to do to cooperate with treatment including making recommendations to residents about reducing clutter, laundering of clothing and bed linens, and other tasks.
12. Provide notice of pest control findings to tenant within 5 days.
13. Have pest control do several treatments to eradicate bed bugs.
14. Ask tenants to encase the mattress and box spring.
15. Seal any cracks and crevices and make any repairs needed to prevent the likelihood of infestation.
16. Monitor the presence of bed bugs through a pest control company for 12 months. Emphasizing inspection as part of the management program
17. Document any incidence of bed bugs in writing and keep it for two years
18. Provide residents that move in within 120 days of infestation a disclosure about the incidence of bed bugs.
19. Keep current on all legislation regarding bed bugs to make sure landlord and tenant comply with responsibilities.

## **Required Insurance Coverage Addendum**

This Insurance Addendum (hereinafter “the Addendum”) is attached to and incorporated in the Lease Agreement for 3411 Race Street, Apt. C (2R) (hereinafter “the Property”) signed by Ashwin Menon and Sarthak Awasthi (hereinafter “the Tenant”) and SMR Property Management (hereinafter “the Landlord”).

For the duration of the Lease, each Tenant is required to maintain insurance coverage of at least:

- \$300,000 in personal liability, \$30,000 in personal property coverage and \$1,000 in medical bills coverage (hereinafter “Required Insurance Coverage”). Each Tenant shall name SMR Property Management, 4311 Otter Street, Philadelphia, PA 19104 as an Interested Party or Additional Interest – email: depickett\_99@yahoo.com – 215-387-8686.

The Tenant is required to provide Landlord with evidence of Required Insurance Coverage before taking possession of the Property. The Tenant may purchase the Required Insurance Coverage from an insurance company or agent of the Tenant’s choice.

Failure to maintain the Required Insurance Coverage constitutes a breach of the Lease. In addition to other remedies provided by the Lease, the Landlord may purchase Required Insurance Coverage through the Landlord’s Legal Liability Insurance Policy (LLIP) and seek reimbursement from the Tenant.

While LLIP coverage will provide the Required Insurance Coverage, here are a few details about this coverage that the Tenant should understand:

- LLIP coverage solely protects the interests of the Landlord. The Tenant is not an Insured, or beneficiary under the LLIP
- LLIP coverage is not renters insurance and does not cover the Tenant’s personal property or provide the Tenant with personal liability insurance.
- LLIP coverage may be more expensive than the cost of Required Insurance Coverage purchased elsewhere.
- The total cost to the Tenant for LLIP coverage will be determined at the time of receiving policy. In addition, a monthly charge will be assessed and retained by the Landlord as an administrative fee.
- LLIP insurance is not mandatory and the Tenant may purchase Required Insurance Coverage from an insurance agent or insurance company at any time and coverage under the LLIP will be terminated by the Landlord
- If the Tenant allows Required Insurance Coverage to lapse, the Landlord may purchase LLIP insurance without notice and add the total expense to the Tenant’s monthly rent payment.
- It is the Tenant’s duty to notify the Landlord of any subsequent purchase of Required Insurance Coverage

In the event that a loss or damage exceeds the amount of the Required Insurance Coverage, the Tenant remains contractually liable to the Landlord for this amount,

In the event of liability to any other party for bodily injury or property damage, the Tenant shall remain liable to such other party.

The tenant has read and understands this Addendum. The Tenant signs the Addendum voluntarily.

Landlords Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# SMR Property Management

c/o David E. Pickett, 4311 Otter Street  
Philadelphia, PA 19104

## **RE: Lease Agreement for 3411 Race Street, Apt. C (2R)**

Enclosed please find two copies of the lease for 3411 Race Street, Apt. C (2R). Please sign as indicated and return the leases with the balance of money due in the amount of **\$1600.00**, equivalent to Last Month's Rent and One Month's Security less the deposit of **\$1600.00**. For your convenience we have also provided a payment schedule listed below. If you do not wish to make a lump sum payment as stated above, please provide payments as listed below. Should you need to change any of the dates of payments please contact our office for approval.

Signed leases and first payment in the amount of **\$1600.00** is due on **8/28/2023**. The second payment of **\$0.00** is due on **8/28/2023**. **If leases and moneys are not returned prior to 8/28/2023 the contract and lease will be canceled, and deposits will be forfeited.** If you have any questions, you may reach management at 215-387-8686.

First month's rent of **\$1600.00** is due prior to occupancy or no later than the day before the commencement of lease.

**Tenant acknowledges receipt of:** (1) City of Philadelphia Certificate of Rental Suitability, (2) Partners for Good Housing Brochure, (3) A Guide to Bed Bug Safety Brochure, (4) Bed Bug Control Plan, (5) Lead in Your Home Brochure, (6) Lead-Free or Lead-Safe Certification Certificate.

There have been no signs or reports of bed bugs in the past 90 days.

Sincerely,  
SMR Property Management  
Lerner Courts

Agent: \_\_\_\_\_

Tenant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TO THE TENANTS OF LERNER COURT

The following procedures will help management and tenants to save time, discomfort and money.

Please place all trash and garbage in **plastic bags only**. Trash may not be put in paper bags, boxes, plastic shopping bags or any other container that is not approved by the City of Philadelphia Code. Monday morning is trash collection day (Wednesday for South Street). Please have all trash out and ready for collection before 7 AM Monday Morning (Wednesday for South Street). Do not place trash in common hallways. Trash must be placed in garbage containers. **Any trash lying around the property that is not disposed of properly will be searched and tenant will be fined \$50.00 per bag and be found in violation of their lease. Recycling may not be put into plastic bags. Recycling must be put into the blue recycling cans located with the trash cans. All boxes must be broken down. Plastic bags are not recyclable with city recycling collection.**

Please keep all common hallways clean and free.

**Keep all building doors closed and locked at all times.**

Keep kitchen and bathroom drains clean. **DO NOT** discard food or grease down drain (food may be put in drain in those apartments with garbage disposals). **DO NOT** discard sanitary napkins down toilet. **DO NOT** discard paper towels down toilet. Remove all hair from bathtub drain. If drain becomes clogged, call Management immediately. **DO NOT** under any circumstances, attempt to clean drain by using any commercial product such as Drano, etc. Extreme damage to plumbing will be the result and expensive repairs will be incurred.

Please notify management of any and all problems in writing. Example: Leaky faucets, lights out in hallways or outside, broken windows, leak in roof, broken locks, etc.

If possible gas leak or odor occurs; please **call PGW at 215-235-1000 immediately**.

Do not tag your apartment or car keys with your address or apartment number. Obviously, if lost or stolen, it will create a problem.

If you are going away for a period of time and apartment will be vacant, please notify management so we can check on your apartment for you. Try to put your radio or lights on a timer to go on at intervals so the premise appears to be occupied and help discourage break-ins.

**When buzzing people into your apartment, be sure you know who you are letting in.**

**Management may be reached at the following numbers:**

**David Pickett 215-387-8686 Cell for emergencies 215-681-6751**

Tenants must inform management in writing ten days prior to date when he or she is moving from premises. Tenants must vacate the premises by the date of lease expiration. If tenant remains after lease expiration without prior consent of lessor, tenant or tenants will be subject to additional charges.

Tenant must return keys to management no later than the date of lease termination or there will be a charge for said keys of not less than \$50.00. You may also call David to make an appointment to return keys. Keys must be returned in an envelope and clearly marked with name, address, and apartment number for credit. Please print clearly.

Please submit forwarding address for security deposit return. If forwarding address is not submitted, security deposit will be returned to home address on application.

Your cooperation is necessary for proper refund.

**TENANT INFORMATION RE: UTILITIES**

**Tenants must show proof of having put the utilities in their name within 30 days of the commencement date of this lease. Failure to do so may result in the termination of your lease.**

GAS: Philadelphia Gas Works, 5230 Chestnut Street (Mon, Tue, Wed, Fri 9-5) or 1137 Chestnut Street (Mon, Tue, Thu, Fri 9-5)

Website: <http://www.pgworks.com> Telephone: 215-235-1000  
Instruct PGW to call David Pickett to gain entrance to basement.

Philadelphia Electric Company, 2301 Market Street (Mon-Fri 7am-6pm / Sat 9am-1pm)

Website: <http://www.peco.com> Telephone: 800-841-4141  
Access to electric meters is outside.

Utility companies require apartment lease, 2 forms of ID, 1 w/picture. Inform company of type of appliances that apply to your apartment (gas heat, gas range, gas hot water, etc.)

Cable Companies: Comcast

Website: <http://www.comcast.com> Telephone: 800-COMCAST

Directv

Website: <http://www.directv.com> Telephone: 800-DIRECTV

Telephone: Verizon

Website: <http://www.verizon.com> Telephone: 800-660-2215

Internet: Verizon, Comcast and Cavalier offer high speed access.

**TENANT INFORMATION RE: PAYING RENT**

Rent may be paid in one of four ways:

Each tenant will be set up with an account at Apartments.com for electronic rent payments. You may also send your rent to SMR Property Management c/o David Pickett, 4311 Otter Street, Philadelphia, PA 19104; or you may drop your rent off in the drop off slot at 3415 Race Street (please put check all the way into box and do not put cash into box.) Write your building and apartment number in the memo section of the check. Check **does not** have to be in an envelope. Rent must be put in box by 3:00 PM on the 5<sup>th</sup> day of the month or it will be considered late. If paying rent by cash, please contact David to schedule an appointment to pay your rent. Rent checks should be made payable to SMR Property Management.



# CONFIDENTIAL FILE

PHONE NUMBERS:

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RENTAL AMOUNT:

**\$1600.00**

CANCELLATION DATE:

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DATE SECURITY RETURNED:

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<i>NAME</i>	<i>DATE</i>	<i>BANK #</i>	<i>AMOUNT</i>	<i>BAD</i>	<i>LATE</i>

Apartment #: 3411 Race Street, Apt. C (2R)

LEASE DATE: September First 2023 TO: August Thirty-First 2024

LAST MONTH \$1600.00 NUMBER OF PEOPLE: 2

SECURITY \$1600.00

TOTAL \$                     

DEPOSIT \$1600.00 DATE PAID:                     

BALANCE \$1600.00

#1 PAYMENT \$1600.00 DATE DUE: 8/28/2023

#2 PAYMENT \$0.00 DATE DUE: 8/28/2023

BALANCE \$                     

TOTAL LEASE: \$19,200.00

FIRST MONTH'S RENT \$1600.00 DUE: September First 2023