



# UNIVERSITY STUDENT HOUSING 2022-2023 LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered by **University Student Housing, LLC**, a Pennsylvania limited liability company (“Landlord”), having an address at **180 University Avenue, West Chester, PA 19383**, the sole member of which is the West Chester University Foundation, a Pennsylvania nonprofit corporation exempt under §501(c)(3) of the Internal Revenue Code, and the Tenant, \_\_\_\_\_.

The parties, intending to be legally bound, and to bind their respective heirs, administrators, personal representatives, successors and assigns, hereby agree as follows:

### **BASIC TERMS AND DEFINITIONS:**

<b>Tenant Full Legal Name:</b>	
<b>Address (Street):</b>	
<b>City:</b>	<b>State:</b>
<b>Zip Code:</b>	<b>Country:</b>
<b>Tenant Email Address:</b>	

***Office Use Only Below this Line – Tenant Do Not Mark or Make Notations Except Where Indicated***

**“Premises”:** An undivided interest in the bedroom (“**Bedroom**”) that is part of a unit (“**Unit**”) in/at a University Student Housing, LLC, property on the campus of West Chester University. Together with the right to use, in common with others, the furniture, appliances and personal property (collectively, “**Landlord’s Fixtures**”) provided by Landlord in the assigned Unit, and the right to use, in common with others, any common kitchen, bathrooms, personal property, clubhouse, computer facilities, parking lots and other common areas (collectively, “**Common Areas**”), at the Unit or the Facility. The Facility and Business Address for the applicable Bedroom/Unit is below. **The Facility and Business Address is dependent on the Assigned Unit designated after the roommate matching process. The Facility name and Business Address will appear in the Addendum to this Lease, describing the Assigned Facility, Term, Unit, Bedroom, Floor Plan, and Rent.**

<b>Facility</b>	<b>Facility Business Address</b>
Allegheny Hall	121 W. Rosedale Avenue, West Chester, PA 19383
Brandywine Hall	709 S. New Street, West Chester, PA 19383
Commonwealth Hall	715 S. New Street, West Chester, PA 19383
University Hall	180 University Avenue, West Chester, PA 19383
The Village Apartments	181 Carey Drive, West Chester, PA 19383
East Village Apartments	181 Carey Drive, West Chester, PA 19383



**“Assigned Unit”**: Due to the roommate matching process, the Facility, Facility Address, Unit, Floor Plan, and Rent may be assigned after this Lease is signed. Once an assignment is made, Tenant and Landlord will sign an Addendum to this Lease, describing the Facility, Facility Address, Term, Unit, Bedroom, Floor Plan, and Rent.

**NOTE: Landlord reserves the right to temporarily place students in a triple bedroom (a designated double bedroom with three students) for accommodation or emergency purposes. Due to space limitations, a triple bedroom may not have a bureau, desk, or wardrobe/closet available for each student. Tenants assigned to a triple bedroom will receive a reimbursement of 25% of the Rent rate for every week or pro-rated portion thereof that they live in triple housing. Once the Tenant is re-assigned from the triple bedroom to another unit, the regular Rent rate will apply. The current terms and conditions of Landlord’s triple bedroom policy may be found in the Tripling Agreement, which shall be presented to Tenant upon occupancy.**

**“University”**: West Chester University of Pennsylvania, West Chester, Pennsylvania. West Chester University of Pennsylvania is a part of the Pennsylvania State System of Higher Education (PASSHE).

**“Term”**: The Term for the applicable Facility is below. The Term is dependent on the Assigned Unit designated after the unit selection and/or assignment process. The Term will appear in the Addendum to this Lease, describing the Assigned Facility, Term, Unit, Bedroom, Floor Plan, and Rent. **The term of this Lease automatically expires on the Ending Date.**

Beginning Date	Ending Date
August 27, 2022	May 13, 2023, at 10:00 a.m.

**Tenant and Tenant’s Guarantor(s) will not be released from any liability under this Lease due to school withdrawal or transfer, study abroad, work stoppage or strike, residential loss of housing, business transfer, loss of job, marriage, divorce, loss of any of the Tenants in the Unit, poor health, or any other reason, except for Tenant’s involuntary military services or death of Tenant. The Term of this Lease does not include the period during Winter Break, Thanksgiving Break, or Spring Break, unless the Facility and Premises are available for occupancy (and the Tenant elects to occupy them) during Winter Break, and Tenant pays the Winter Break Rent (defined below).**

**2. RENT:**

**“Fixed Rent”**: The Fixed Rent schedule for the applicable Bedroom/Unit is below. The Fixed Rent to be paid under this Lease is dependent on the Assigned Unit designated after the unit selection or assignment process. The Fixed Rent will appear in the Addendum to this Lease, describing the Assigned Facility, Term, Unit, Bedroom, Floor Plan, and Rent.



<u>Facility</u>	<u>Floor Plan</u>	<u>Fixed Rent Term</u>	<u>Installments</u>
Allegheny Hall, Brandywine Hall, Commonwealth Hall	1 Bedroom Double Suite	\$10,792.00	\$5,396.00
Allegheny Hall, Brandywine Hall, Commonwealth Hall	3 Bedroom Double Suite	\$10,058.00	\$5,029.00
Allegheny Hall, Brandywine Hall	2 Bedroom Double with Living Area	\$11,282.00	\$5,641.00
Allegheny Hall, Brandywine Hall, Commonwealth Hall	2 Bedroom Single with Living Area	\$11,476.00	\$5,738.00
Commonwealth Hall	2 Bedroom Double Suite with Shared Bathroom	\$9,884.00	\$4,942.00
Commonwealth Hall	1 Bedroom Studio Suite	\$11,884.00	\$5,942.00
University Hall	2 Bedroom Single	\$10,526.00	\$5,263.00
University Hall	3 Bedroom Single Suite	\$10,058.00	\$5,029.00
University Hall	2 Bedroom Double with Living Area	\$9,980.00	\$4,990.00
The Village Apartments	4 Bedroom Apartment	\$11,078.00	\$5,539.00
East Village Apartments	4 Bedroom Apartment	\$11,210.00	\$5,605.00

**\* Please note that the USH rental rates for 2022-2023 academic year lease agreement are not finalized and the rates listed above are a not to exceed amount. Your rental rate will be confirmed on your USH Lease Addendum and published on the USH website.**

**Winter Break Rent** - Allegheny Hall, Brandywine Hall, Commonwealth Hall, and University Hall may remain open during Winter Break and be made available for occupancy. If that occurs, and Tenant elects to occupy the Premises during Winter Break, an additional **"Winter Break Rent"** of \$200.00 will be due December 1.

All Rent is payable by Tenant, at the Landlord's rent drop box located in Allegheny Hall, Brandywine Hall, Commonwealth Hall, University Hall, and The Village Clubhouse, or to another person or at another address as Landlord may notify Tenant. Rent checks and/or money orders should be made payable to University Student Housing, LLC. Any limiting language referencing "settlement," "payment in full," "accord," or any other conditions and limitations that are noted by Tenant on Rent payments will not apply or limit Landlord's rights.

**Non-refundable Application Fee: \$200.00**

- The Application Fee is non-refundable and non-transferable and payable upon Tenant submitting application.
- A. **Rent Schedule.** The Fixed Rent, Winter Break Rent, fees and all other sums that Tenant must pay under this Lease are together called **"Rent."** Tenant must pay Rent on the following schedules:



<b>USH Rent Payment Schedule</b>	
<b>Rent Payment Schedule (Financial Aid Not Authorized to USH)</b>	
<b><i>*This payment schedule is for tenants paying rent out of pocket, 529 or TAP plan</i></b>	
<b>Due Date</b>	
<b>Fall Semester Schedule</b>	
Monday, August 1, 2022	Semester Rent Due in Full
Monday, August 15, 2022	\$50 Late Fee assessed to account if rent not paid in full
Saturday, August 20, 2022	\$100 Late Fee assessed to account if rent not paid in full
<b>Spring Semester Schedule</b>	
Tuesday, January 3, 2023	Rent Due in Full
Sunday, January 15, 2023	\$50 Late Fee assessed to account if rent not paid in full
Friday, January 20, 2023	\$100 Late Fee assessed to account if rent not paid in full
<b>Financial Aid Authorized to USH Payment Schedule</b>	
<b><i>*Please note financial aid must be authorized through MyWCU to participate in this payment group</i></b>	
<b>Due Date</b>	
<b>Fall Semester Schedule</b>	
Monday, August 15, 2022	Authorize funds via MyWCU prior to this date or prior to participating in Drop & Go (whichever occurs first)
Thursday, September 15, 2022	Semester Rent Due in Full
Tuesday, September 20, 2022	\$50 Late Fee assessed to account if rent not paid in full
Sunday, September 25, 2022	\$100 Late Fee assessed to account if rent not paid in full
<b>Spring Semester Schedule</b>	
Sunday, January 15, 2023	Authorize funds via MyWCU prior to this date or prior to participating in Move-In, whichever occurs first
Wednesday, February 15, 2023	Rent Due in Full
Monday, February 20, 2023	\$50 Late Fee assessed to account if rent not paid in full
Saturday, February 25, 2023	\$100 Late Fee assessed to account if rent not paid in full
<b>Winter Break Rent Schedule</b>	
Thursday, December 1, 2022	Rent Due in Full

- B. Rent must be paid for the entire Term, even if Tenant vacates the Premises before the Lease ends for any reason. If there is unpaid Rent owed and Landlord receives a partial payment from Tenant or Guarantor, then Landlord can decide which part of the unpaid Rent the payment will be treated as. Generally, payments will be first credited toward any fees, fines, or similar charges, and afterwards toward Fixed Rent and similar types of Rent. Unpaid Rent can lead to late fees and legal action, including litigation in court to collect Rent and to take the Premises back. Tenant is responsible for all costs of said legal action, including reasonable attorney's fees.
- C. **Prorated Fixed Rent for Leases Beginning After a Semester Starts.** For Tenants who do not begin renting until after the academic semester starts, and who move into the Premises beginning the day after Drop/Add period ends, the Fixed Rent due for that semester will be prorated to reflect the actual time that the Premises is rented.



D. **Late Charges.** Rent is due per USH Rent Payment Schedule. There will be a late charge due if Rent is not paid when it is due. A late charge is a fee that is considered additional Rent. It is due immediately. The late charges are outlined in the USH Rent Payment Schedule.

E. **Method of payment.**

a. **Ordinary Method.** Payment of Rent, Winter Break Rent and payments that may be required under Sections 4, 5, 18, or any other section shall be made by check, money order, or cashier's check and made payable to Landlord. When Tenant or a Guarantor provides a signed and completed check for payment, then Landlord is authorized to convert the check to an electronic fund withdrawal. Tenant will be charged a \$35.00 fee if a check is refused by the financial institution for insufficient funds. If a check is returned, then Landlord may demand that all Rent must be paid by cashier's check or money order. Landlord may also require Tenant to make early payment of the Rent that will be due for the rest of the Term.

b. **Convenience Fee.** Tenant may, for convenience, make payments by Visa or MasterCard credit or debit card or by ACH transfer via the resident portal (each, an "Electronic Payment"). Tenant may be required to pay a Convenience Fee, to the extent permitted by applicable law, when making an Electronic Payment. The Convenience Fee, while subject to change, is 2.85% of the payment for credit card transactions, 0.75% of the payment for debit card transactions, and \$0.75 for ACH payments made online. Landlord reserves the right to take certain actions in the event that an Electronic Payment cannot be collected for any reason, including, but not limited to, insufficient funds or invalid account or bank information. Such action includes any action allowed by law.

F. **Financial Aid Authorization for Qualified Financial Aid & Student Loan Recipients.**

a. Any Tenant who is using financial aid funds to pay for any portion of rent with USH is required to follow the procedures below.

1. Tenant must authorize financial aid to be dispersed to USH through their MyWCU account.
2. Once Tenant authorizes financial aid on their MyWCU they are permitted to pay "**Financial Aid Authorized to USH Payment Schedule**". If the amount dispersed does not cover the full USH rent due the Tenant is responsible to pay the difference per the rent schedule.
3. Rent payments to USH can be made per section 2.E. Please note MyWCU does not reflect any USH rent charges.

b. For residents who authorize funds to be disbursed from WCU to USH via the Financial Aid Authorization Process late fees will be charged if:

1. The resident and/or borrower fails to complete financial aid documents resulting in delayed awards
2. If an outstanding balance is not paid in full per the USH Financial Aid Rent Schedule above.
3. If financial aid is not disbursed as a result of the resident changing their status with USH and/or WCU.



- c. For residents who authorize funds to be disbursed from WCU to USH via the Financial Aid Authorization Process no late fees will be charged if financial aid is delayed as a result of the state or federal government
- d. There are no alternative payment plans. The full balance is due per the rent schedule, even in the event of the Tenant not receiving a financial aid refund or if the University has not yet made financial aid disbursements.
- e. Tenant is responsible to make sure he or she will have sufficient financial aid or funds to pay Rent. WCU uses financial aid to first to pay for tuition, meal plan, and other WCU expenses before a disbursement can be made to the Tenant, for payment to USH. If financial aid is not awarded, Tenant is still responsible to pay for all Rent when it is due. **Furthermore, if WCU determines that a Tenant’s dispersed financial aid did not cover WCU expenses, WCU may recall money dispersed, and additional funds may be due directly from Tenant to cover the rent due under this Lease.**

If there is unpaid Rent owed from a previous semester and Landlord receives a refund from the Office of Financial Aid, then Landlord can decide which part of the unpaid Rent the payment will be treated as. Generally, payments will be first credited toward any fees, fines, or similar charges, and afterwards toward Fixed Rent and similar types of Rent.

It is strongly recommended for Tenant to consult a professional in the University’s Office of Financial Aid to determine the refund status and to plan rent payments accordingly. Tenant is responsible to check their MyWCU account to confirm the status of all financial aid, including completing all verifications.

**2. UTILITIES AND SERVICES:**

A. Subject to other parts of the Lease, the utilities and services supplied to the Facility by the Landlord are as follows (the ordinary cost of which is part of rent):

Water & Sewer	Landlord
Electric	Landlord
Air Conditioning & Heat	Landlord
Internet/Wireless (See Section 9)	Landlord

- B. Telephone, Streaming Cable, Local and Long-Distance Service are the sole responsibility of the Tenant.
- C. If, in Landlord’s judgment, it is necessary or practical to contract directly with Comcast, Verizon/Fios, DirecTV, or another private service provider or providers, in order to make adequate provision for data-intensive services such as streaming videos, gaming, or the like, then Landlord may require Tenant to directly pay or reimburse Landlord for Tenant’s portion of the additional cost of the services, as reasonably determined by Landlord.
- D. Landlord has the right to temporarily suspend any utility or other service to the Premises and/or Unit for which Landlord has responsibility, in order to perform maintenance or repairs or to protect from risk of



harm or loss. Landlord understands that it must take all actions to restore utilities and services in a timely manner as is reasonably possible under Pennsylvania law.

- E. To the extent allowable under Pennsylvania law, Landlord will not be responsible or liable for loss or damages resulting from the interruption, reduction, stoppage, or suspension of utilities and services to be provided by Landlord under this Lease, including, but not limited to, Internet and wireless services.
- F. If there is an interruption, reduction, stoppage, or suspension of utilities, equipment or other services, Tenant is not entitled to a reduction in the amount of Rent or other charges due. Tenant's obligations under this Lease will not be affected or reduced.
- G. Landlord and its agents, regardless of whether they were negligent, except gross and willful negligence, will not be responsible or liable for damages or injury to persons or property caused by wind, rain, snow, fire or other acts of God, and Tenant explicitly releases (gives up) all claims for injury, loss, or damage.

### **3. PREMISES AND USE:**

- A. Subject to the terms and conditions in this Lease, Landlord hereby leases the Premises to Tenant.
- B. During the Term, Tenant may use the Premises for residential purposes only, and may use the Common Areas only for the purposes for which Landlord makes them available for Tenants of the Facility, all subject to the Rules and Regulations which are attached hereto and are a part of this Lease. Landlord may, from time to time, amend and supplement the Rules and Regulations, effective upon posting a notice at the Facility or, at Landlord's election, upon notice to Tenant.
- C. Resident must abide by the University's rules and regulations, the University's "*Ram's Eye View*" "*Residential Living Policy and Procedure Manual*" "*and*" "*Student Code of Conduct*" or any other published University Rules and Regulations as each may be updated from time to time. Violation of the rules and regulations are a significant breach of this Agreement.
- D. Landlord will not be liable if it cannot give Tenant possession at the beginning of the Term. If Landlord fails to deliver possession to Tenant, this Lease will not be affected, except that: (i) Tenant will not be required to make further payments of Rent unless and until possession is delivered, and (ii) if possession is not delivered, or Tenant is not relocated, within thirty (30) days of the Beginning Date of the Term, then Tenant will have the right to terminate this Lease.

To terminate the Lease under these circumstances, Tenant must give Landlord written notice before Landlord delivers possession. After Landlord receives Tenant's notice, Landlord will refund any Rent previously paid by Tenant for periods where Tenant did not get possession.

- E. Tenant agrees that this Lease extends the right to use the Premises to Tenant only, and not another, and that anyone other than Tenant who visits, occupies, or stays at the Premises is a guest unless the person is a Tenant of the Premises by virtue of being a party to a separate Lease with Landlord. Tenant may only bring authorized guests into the Premises. Tenant will be responsible for all guests' actions



(including, without limitation, paying for damage caused by a guest) and ensuring that the guest follows all Landlord and University rules and regulations while at the Facility.

- F. Tenant agrees that Landlord may choose not to assign a Unit when this Lease is signed because of the needs of roommate matching. Tenant agrees that if Landlord does not assign space when this Lease is signed, it does not relieve Tenant of their responsibilities under this Lease. Landlord will have the option to assign a roommate to any vacant comparable bedroom/space in the Unit before or during the term of this Lease without notice.
- G. Tenant understands that any specific building or suite style requested by Tenant cannot be guaranteed by landlord and will be subject to availability.
- H. Tenant understands that the furniture provided, layout of the room and unit, and square footage of the assigned bedroom and unit may vary depending on the Facility and location of the unit within the Facility. The amenities provided in the unit and common areas may vary depending on the Facility. The Fixed Rent will remain the same.

#### **4. CONDITION OF PREMISES:**

- A. **Initial Inspection.** When Tenant moves into the Premises, Tenant must give Landlord a complete, signed Room Condition Card on Landlord's form ("**Report**"). The Report must identify any existing damage to the Premises, the Unit, or Landlord's Fixtures, and any needed repairs. Damages not noted at move-in on the Room Condition Card may be charged on the Final Account Statement.
- B. **Final Inspection.** At the end of the Lease Term, Tenant has the option to schedule an inspection of the Unit with Landlord or its agents, for Landlord and Tenant to identify any damage to the Premises, the Unit, or Landlord's Fixtures that occurred during the Term. If Tenant does not conduct either inspection, then the Landlord will do its own inspection and make a final determination of any damage which will be binding.
- C. **Damage to Premises and Common Areas.** Tenant is responsible for damage caused by Tenant or Tenant's guests, except for reasonable wear and tear. Tenant must pay Landlord for the cost to repair any loss or damage to the Premises. This applies if the damages occur during the Term or if they are only discovered during the final inspection. Tenant must also pay Landlord for the cost to repair any loss or damage to the Common Areas caused by Tenant or Tenant's guests. This includes Common Area amenities, building-wide shared living spaces, and other parts of the Facility. Because Tenant may occupy the Unit with other Tenants, if the Unit is damaged and Landlord cannot reasonably determine who caused the damage, then Tenant will be responsible to pay Landlord a proportionate share of Landlord's cost to repair any loss or damage to the Unit during the Term or existing on the Term Ending Date. Tenant's share will be determined by the total number of Tenants in the Unit or Premises. All of Tenant's payments for repair and damages under this Section are due immediately when requested by Landlord. Landlord's "costs of repair including material and labor" in this Section will include Landlord's actual out-of-pocket expenses.



- D. **Tenant's Duty to Maintain Premises.** Tenant must keep Tenant's Unit in good, clean and sanitary condition throughout the Term. Tenant will not make alterations or additions to the Unit. Tenant will not stop, plug or clog (for an unreasonable time) any sinks, lavatories, and commodes in the Unit. Tenant will immediately report the need for repair of the Premises or the Unit to Landlord, including plumbing, heating, air conditioning and other systems. Tenant will also immediately report any condition that could damage the Unit or Facility to Landlord. Landlord will provide normal maintenance and repair of the Unit without additional charge to Tenant, except that there will be charges for repairs made necessary by the wrongful act or misuse of the Unit by Tenant or Tenant's guests.
- E. **Trash.** Tenant will not allow trash or garbage to accumulate inside or outside of the Unit. Tenant is responsible for placing all trash or garbage in the appropriate receptacle, either a trash room or dumpster. Tenant will not bring any hazardous or dangerous materials into the Premises or onto the Facility. Tenant will not dispose of any hazardous or dangerous materials at the Premises or the Facility. If Tenant encounters any hazardous or dangerous materials at the Facility, Tenant must immediately notify Landlord.
- F. **Mold.** Mold growth in the Unit depends largely on how the Tenant(s) manage and maintain the Unit. Tenant(s) must promptly notify Landlord of any mold conditions. Landlord and its agents will not be responsible for any illness, injury, or damage relating to mold if it was caused (or partially caused) by Tenant's failure to clean and maintain the Unit or to promptly notify Landlord of mold. It is the Tenant(s) responsibility to minimize the potential for mold growth in the premises by doing the following;
- a. Tenant is responsible to report any water leaks to the landlord.
  - b. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as possible.
  - c. Bathroom exhaust fans are required during showering and make sure to keep shower curtains inside the tub and fully closed. Tenant will not allow any standing water to remain present in the interior of the premises. Tenant must report any standing water in common areas (if applicable.)
  - d. Keep your dwelling clean (regular vacuuming, cleaning and use products to remove mildew growth especially in bathrooms and kitchens).
  - e. Tenant is responsible for keeping the humidity and climate in the leased property at reasonable levels. Tenant is responsible to report the malfunction of any heating, air-conditioning, or ventilation system that can affect the humidity levels. If the humidity level is above 65% outside it is required to have your AC running and your windows closed otherwise it will create conditions to create mold growth.
  - f. Tenant is responsible for removal of mold growth on surfaces on the interior of the property. The landlord reserves the right and the option to hire contractors to remove such mold growth and the Tenant will be billed for the expense.
  - g. Tenant is responsible for reporting any mold growth on the premises.
  - h. Tenant should NEVER run the HVAC unit while windows are opened.



- G. Extermination, Bed Bugs, Fleas, and other pests.** Tenant must inspect the Unit for bed bugs, fleas and other pest, within 48 hours after moving in. If Tenant does not notify Landlord of bed bugs within 48 hours, then Tenant agrees that no presence or infestation of bed bugs exists.

During the Term, Tenant must report evidence of bed bugs to Landlord immediately. If there is a report of possible bed bugs, then Landlord will provide a licensed pest control service (a "PCS") to inspect the Unit. If the PCS does not find a bed bug infestation, no further action will be taken. If the PCS does find evidence of bed bugs, the Unit will be treated. Tenant is responsible for all PCS costs and fees.

Tenant agrees to fully cooperate with Landlord and to follow all instructions to treat and eliminate bed bugs. This includes Tenant having their personal property (including clothing, bedding, and furniture) treated according to approved methods, which will be at Tenant's own expense. Any items removed from the Unit must be disposed of off-site. During the Term, if pest services are needed that fall outside of routine pest control, such as fleas and/or bedbugs, charges may be applied to Tenant.

If Landlord confirms the presence of bed bugs in Tenant's Unit, Landlord has the right to temporarily relocate the Tenant. If Tenant is temporarily relocated, Tenant must remove all their belongings, at Tenant's expense. Tenant's rent will not be reduced because of the presence of bed bugs or because the Tenant must be temporarily relocated to remediate any condition.

- H. End of the Lease.** At the end of the Lease Tenant must:

- a. remove all of Tenant's personal property from the Unit;
- b. remove all trash and debris from the Unit;
- c. leave the Premises in the same condition as when the Lease began, other than normal wear and tear;
- d. leave the Premises in a "broom-clean" condition;
- e. lock and fasten all doors and windows to the Unit;
- f. return all keys and room access cards, except for RameCards, to the Premises to Landlord;
- g. pay any costs of repair determined by the final inspection; and
- h. pay all unpaid Rent and any other amounts owed to Landlord.

Tenant will remain responsible for the Premises until all keys for the Premises are returned and a final inspection of the Unit has been completed by Tenant and Landlord.

**Abandoned Property.** Upon termination of the Lease or relinquishment of possession of your apartment, you must remove all personal property from the apartment. Abandoned personal property remaining on the premises may be disposed of at our discretion, subject to applicable law as set forth in the Landlord and Tenant Act, 68 P.S. § 250.505a.

## **5. LEASE TERMINATION:**

Tenant may not sublease the Premises, assign this Lease, assign Tenant's rights under this Lease, or allow anyone else to occupy the Premises without Landlord's written permission in advance. Landlord's



permission may be given at Landlord's sole discretion. Without Landlord's written permission, any sublease or assignment will be void and ineffective.

**Tenant must pay Landlord a non-refundable \$200.00 fee if Tenant wants to transfer or terminate this Lease, even if it is before the beginning of the Term. Tenant must find a replacement Tenant ("Replacement Tenant") willing to take over the obligations under this Lease ("Assignment"). Landlord, at its option, may provide reasonable assistance to Tenant to find a Replacement Tenant. The Replacement Tenant must also be a Qualified Tenant. Tenant must obtain Landlord's written consent to the Assignment. Tenant will not be released from the Lease obligations until a Replacement Tenant is located, approved, signs a lease, and completes all parts of the leasing process. If a Replacement Tenant is not found, then Tenant will remain responsible for payment for the entire Term of this Lease.**

Tenant understands the requirements necessary to be released from the Lease under this **Section 5**, including:

- A. Tenant must submit the non-refundable lease termination fee in the amount of \$200.00. **If tenant is not released from the lease obligation, \$200 will be credited to the Tenant's final balance at the end of the lease term.**
- B. Tenant must find a Qualified Tenant, who does not have a lease to reside in a USH Facility, to assume the remaining rental obligations identified in the Lease. The new/incoming Tenant must complete an application, roommate matching form, meningitis waiver, a Guaranty of Lease, and a Lease Agreement prior to taking occupancy of the unit. Tenant must remove their belongings at least three (3) business days prior to the scheduled move-in date of the new Tenant.
- C. **No release is complete until the new Tenant has paid all fees, submitted all paperwork.** If the new/incoming Tenant does not complete any part of the release process, then Tenant is not released of their Lease obligations.

None of the required procedures outlined in **Section 5** will be waived as a result of any school withdrawal or transfer, early graduation, business transfer, residential loss of housing, work stoppage or strike, loss of job, marriage, divorce, loss of any of the Tenants in the Unit, poor health, or any other reason except for death of Tenant or involuntary military service.

## **6. QUALIFIED TENANT:**

- A. Consistent with Landlord's mission to support the University, Landlord will only lease to a person who is a "Qualified Tenant", as defined below.
- B. A "**Qualified Tenant**" means an individual who is:
  - a. a student enrolled in a degree program at the University;



- b. University staff or faculty, including community assistants, resident assistants, and security personnel;
  - c. Landlord's staff whose job directly relates to providing services to the Facility and whose employment terms requires them to live at the Facility, such as facility maintenance and security personnel;
  - d. attendees of camps, meetings or conferences at the University; or
  - e. upon Landlord's consent, a student attending another local post-secondary institution.
- C. Tenant promises that he or she is a Qualified Tenant and will remain a Qualified Tenant at all times during the Lease. If Tenant does not remain a Qualified Tenant throughout the Lease, then Tenant has breached this Lease. If this breach occurs, the monetary amount of the harm to Landlord would be difficult to determine, so Tenant will pay Landlord all Rent due for the entire Term, including fines and fees. This payment is intended to be compensation to Landlord, and not a penalty. Anytime that Landlord requests, Tenant will give Landlord a signed certification on Landlord's form, promising that Tenant is a Qualified Tenant.

## 7. **ACCIDENTS/LOSSES:**

- A. **Reporting Accidents.** Tenant must immediately report to Landlord all fires, accidents, injuries and property damage occurring in the Unit and, if involving Tenant, elsewhere at the Facility. **Call 610-436-3311 or 9-1-1 in case of fire and other life-threatening situations.**
- B. **Release of Liability.** Tenant is releasing (giving up) the right to sue Landlord if Landlord is negligent, and as a result of Landlord's negligence, there is property damage, injury, or loss of life. Tenant agrees not to sue Landlord for this.

### **Tenant's release includes giving up any claim that Landlord is liable for any:**

- a. fire, accident, injury, death or property damage or theft at the Facility;
- b. delayed delivery, damage, or loss to Tenant's mail;
- c. criminal or wrongful act at the Facility;
- d. conflict between Tenant and another person at the Facility;
- e. failure to provide Tenant with a service required under this Lease and not required, including but not limited to telephone, cable TV, telephone service, internet service, or any other similar service; or
- f. malfunction of machinery, appliances, or equipment serving the Premises or Facility.

### **Tenant is releasing Landlord and also Landlord's affiliates, owners, and representatives.**

- C. **Renter's Insurance.** Tenant bears the risk of loss for all personal property kept in the Premises or anywhere in the Facility. Landlord will not be responsible for any damage to, or loss of, Tenant's personal property. Tenant is strongly encouraged to get rental insurance or similar insurance to cover any loss or damage to personal property.



**D. No Health or Medical Provisions.** Landlord will not provide any health or medical care to Tenant or take any action with respect to any medical condition, allergy or dietary preferences of Tenant.

#### **8. LANDLORD'S ENTRY:**

Landlord and its agents have the right to enter the Unit, with notice and at all reasonable hours, for inspections, painting, and repairs, to enforce University rules and regulations, to show the Premises to prospective Tenants, lenders, or purchasers, and for other reasonable purposes. Notice is not needed for emergencies or if Landlord reasonably believes Tenant broke the Lease. The submission of a maintenance request constitutes permission for Landlord to enter the Unit for repairs.

If Landlord believes or is notified by the University or any police agency that there is probable cause that a crime has been or is being committed on the Premises, Landlord reserves the right to lock out all Tenants of a Unit to allow for un-tampered investigation of the alleged crime scene. Tenant understands that probable cause limits their rights to occupation of the Unit for a reasonable amount of time in order to allow for the investigation. Any Tenant of the Unit who is not suspected of the alleged crime may be moved to a temporary Unit while the investigation is ongoing. Access to their belongings will be given with the presence and permission of Landlord or its agents and the investigating police agency.

#### **9. INTERNET SERVICE:**

A. West Chester University's Information Services and Technology (IS&T) group provides wireless Internet and network access across WCU's entire campus, including in all USH Affiliated Housing communities. Residents, living in these locations, are not permitted to operate personally owned routers, switches, bridges, Wi-Fi access points, MiFi hotspots or wireless extenders as these devices can interfere with the University-wide campus network and can degrade the wireless network service/performance for everyone. The Student IT Help Desk, under IS&T, is the single point of contact for all WCU Student technology services including configuration and assistance with connecting to WCU's wired and wireless networks. More information can be found on WCU's Information Services and Technology (IS&T) website: [www.wcupa.edu/ist](http://www.wcupa.edu/ist)

B. If the Resident is in default under this Lease or in violation of the terms and conditions of WCU's Technology Acceptable Use Policy (AUP), University Student Housing, LLC and West Chester University have the right to discontinue the Resident's connections to the internet service, in addition to all other rights and remedies.

#### **10. BREAKING THE LEASE:**

- A. When Tenant does not do something that Tenant has agreed to do, Tenant breaks this Lease.**
- a. If Tenant breaks this Lease, Landlord can sue Tenant for unpaid Rent other expenses and may go to court to remove Tenant from the Premises.**
  - b. If there is only one Tenant on this Lease, then the Landlord can sue only one Tenant for that Tenant's breaking the agreements made in this Lease.**
  - c. If there is more than one Tenant, then the Landlord can sue all Tenants together as a group.**



d. If there is a Guarantor, then Landlord can sue the Tenant and the Guarantor.

**B. Tenant breaks this Lease if Tenant:**

- a. does not timely pay Rent or other charges to Landlord;
- b. leaves the Premises for good without the Landlord's permission before the end of the Lease;
- c. does not leave the Premises at the end of the Lease;
- d. commits a crime or violates any applicable law, ordinance or code;
- e. does not take possession of the Premises at the beginning of the Term;
- f. lies on the rental application or gives Landlord false or materially incorrect information; or
- g. does not do all the things that Tenant agreed to do in this Lease.

**C. Tenant also breaks this Lease and must vacate the Premises and Unit within twenty-four (24) hours after notice from Landlord if:**

- a. Tenant commits an act of violence in the Facility;
- b. Tenant is accused of committing a felony or a violent misdemeanor;
- c. illegal drugs or weapons are found in the Unit;
- d. Tenant receives a University Conduct sanction that includes loss of housing, suspension, expulsion, or other sanction that prohibits the Tenant from being in the Facility and/or on-campus.
- e. Tenant is no longer a qualified Tenant as defined in this lease agreement.

**D. If Tenant breaks the Lease, Tenant agrees to give up the right to have a notice to leave, also known as a notice to quit. This means that the Landlord may file a lawsuit in court asking for a court order evicting Tenant from the Premises without giving Tenant notice to quit first. Even though Tenant is giving up notice to quit, Tenant will have a chance in court to have a judge decide on Landlord's claim for eviction.**

As much as the law allows, Tenant gives up the right to any notices to quit or otherwise as may be specified in Pennsylvania's Landlord and Tenant Act of 1951 (68 P.S. § 250.101 et seq.), and agrees that the notices provided in this Lease will be sufficient in any case where a longer period may be specified by law.

**E. If Tenant breaks the Lease, the Landlord may:**

- a. collect overdue Rent, late charges and money damages caused by Tenant's breaking the agreements in the Lease, which will be immediately due;
- b. get the Premises back (eviction);
- c. collect unpaid Rent until the end of the Lease or until another person moves into the Premises as a new Tenant; and
- d. terminate the Lease.

**Landlord is entitled to sue Tenant in court to obtain these remedies. Landlord will also have any other rights that this Lease or applicable law allows Landlord.**



- F. **If Landlord wins a lawsuit against Tenant, Landlord can use the court process to take Tenant’s personal goods, furniture, motor vehicles, and money in banks to satisfy a judgment against the Tenant in accordance with applicable law.**
- G. **Tenant agrees to pay Landlord’s costs, expenses, and fees, including court costs and reasonable attorneys’ fees, resulting from or in any way relating to Tenant’s breaking this Lease. Tenant also agrees that Landlord may receive attorneys’ fees as part of a court ruling in a lawsuit against Tenant for breaking the agreements of this Lease.**
- H. **If Tenant breaks this Lease, Landlord may seek more than one remedy for Tenant’s breach. Landlord’s failure to act on one breach does not prevent Landlord from acting on other breaches. Landlord’s delay in exercising a right does mean Landlord waived (gave up) that right.**
- I. **In addition to Landlord’s other rights, if Tenant fails to vacate the Premises upon the Ending Date or the termination of this lease, the Tenant will be considered a holdover Tenant.** There is an obligation to vacate in accordance with this lease. The lease term does not renew and has an end date. Tenant is required to vacate the premises and remove all their personal property at the expiration of the Lease term without further notice or demand from Landlord.
- a. If a holdover occurs, then: 1) holdover rent is due in advance on a daily basis without demand 2) rent for the holdover period will be increased by double the daily rate without notice in accordance with PA State law 3) Tenant will be liable for rent for the full term of previously signed lease who cannot occupy because of the holdover 4) Landlord will proceed legally in accordance with the law and file for eviction 5) Tenant will be responsible for all legal fees, court costs and costs associated with holding over in the premises.
- J. **Notice to Leave the Premises (Notice to Quit).** This Lease is governed by the Landlord and Tenant Act of 1951, as amended, 68 Pa. C.S.A. §§ 250.101 et seq. (the “Act”), and any other applicable federal, state or local laws. In the case of any conflict between the terms of this Lease and the Act, the terms of the Act will control. You hereby waive the “Notice to Quit” otherwise required Section 501 of the Act. This means that we can require you to vacate and surrender the Premises immediately without prior notice from us. Without limiting any other provisions of the Lease, you acknowledge that you will be required to leave the Premises immediately without notice from us under the following circumstances: (a) you do not leave the Premises at the end of the Lease Term; (b) you break any of the terms or conditions of this Lease; and (c) you fail to make Rent payments and other payments when due.
- K. **Tenant does not have the right to sue Landlord for Tenant’s breaking this Lease. Tenant gives up the right to sue (and will not sue) Landlord for Tenant’s breaking this Lease, or for any inaccurate or untrue statement by Tenant in this Lease, Tenant’s Lease application, or any related materials.**

## **11. SUBORDINATION:**



This Lease is subject and subordinate (inferior) to all present and future financings secured by the Facility. Tenant will sign any certificate requested by Landlord to confirm this. If Tenant does not sign the certificate within five (5) days after Landlord's request, then Landlord may sign on Tenant's behalf.

## **12. DAMAGE/DESTRUCTION:**

- A. If during the Term, the Premises are damaged or destroyed by fire or other casualty, then, at Landlord's option: (i) the Premises will be promptly restored and repaired by the Landlord and, if the Unit is damaged or destroyed, any Rent for the period that the Premises are uninhabitable by Tenant will be reduced, unless and to the extent Landlord provides Tenant with comparable alternative living space; or (ii) Landlord may terminate this Lease by notifying Tenant, in which event the Rent will terminate as of the date of the damage or destruction; or (iii) Landlord may relocate Tenant to another unit within the Facility or a comparable facility. Notwithstanding any of the foregoing, Tenant will not be excused from paying Rent if the damage or destruction to the Premises is caused by Tenant or any guest of Tenant.
- B. If the Premises are condemned, this Lease will terminate on the date the possession is tendered by Landlord to the condemning authority. All condemnation damages will belong to Landlord.

## **13. RELOCATION:**

- A. Upon at least three (3) days' written notice to Tenant, Landlord may require that Tenant relocate to: (1) another Bedroom or another Unit in the Facility; or (2) another facility owned by Landlord and used or to be used for the housing of University students; or (3) another University housing facility. The notice will specify the space to which Tenant is required to move. Despite the relocation and substitution of space, this Lease will continue in full effect, except that Landlord will recalculate Rent for the substituted space based upon the rate ordinarily in effect for the premises to which Tenant is relocated. The Landlord has the right to relocate a Tenant without prior notice at any time before the student takes occupancy of an Assigned Unit.

Landlord is not obligated to relocate Tenant. Landlord is not responsible or liable for problems among Tenant and other Tenants of the Unit. Matters involving alleged violations of the University's Residential Living Policy and Procedure Manual, the Ram's Eye View, or the University's Code of Student Conduct will be referred to the University's Residence Life and Housing Services, Office of Student Conduct, or WCU Public Safety Office, as determined by applicable University policy. Once a matter is referred to a University department for investigation or other action, such University department shall have the authority to make all findings and decisions regarding student discipline and consequences, including discipline or other action that may affect Tenant. Landlord and Tenant agree to fully cooperate with University proceedings, and Tenant releases and holds Landlord harmless against any claims associated with such proceedings or Tenant's underlying conduct. If it is determined that a Tenant must be relocated to a new Unit, whether within a USH Facility or otherwise, then Tenant shall agree to relocate immediately, without further notice or proceedings. The relocation could be permanent or temporary, and such relocation shall in no way release or Tenant from the obligations of this Lease, or relieve Tenant from the obligation of paying rent, unless Landlord consents, which consent shall be given in Landlord's sole discretion.



B. In connection with (i) a pandemic or an outbreak of a dangerous contagious or communicable disease, (ii) efforts to prevent transmission of a dangerous contagious or communicable disease, or (iii) any similar circumstances affecting health, welfare, and safety (each, a “**Pandemic Event**”), Landlord reserves the right to:

- (1) require Tenant to relocate to other Landlord or University owned facilities or elsewhere;
- (2) vacate the Premises under the circumstances described in Section 13(C);
- (3) establish quarantine and isolation procedures which Tenant must comply with;
- (4) comply with all applicable federal, state, local laws and orders or directives of governmental authorities (including government agencies) in connection with the circumstances.

Landlord’s exercise of these rights will not be considered a breach or default of this Lease. Landlord’s reasonable inability to comply with this Lease because of a Pandemic Event will not be considered a breach or default of this Lease. Other than the exclusive remedy described in Section 13(C), below, Tenant agrees to release (give up) and hold Landlord harmless (not liable) against any claims, damages, or losses related to a Pandemic Event, and Landlord’s exercise of its rights pursuant to this Section during the term of this Lease.

- (5) The Tenant acknowledges that the Landlord is required to follow the orders of the governor of Pennsylvania, and orders or directives of any other executive or federal, state, county or local governmental agency with jurisdiction over the Premises (each, a “**Governmental Order**”) in the event that that the COVID-19 Virus or any other Pandemic Event as defined in Section 13(B), above, exists during the Term of the Lease. If, in response to a Pandemic Event, the Landlord or the Premises is subject to a Governmental Order that requires the Tenant to vacate the Premises then the Landlord, notwithstanding the provisions of Paragraph 13B above, shall refund Fixed Rent paid by Tenant that is applicable to the portion of the Term that the Premises is not available for occupancy by the Tenant. Tenant shall not have a right to a refund if the University’s calendar is altered or changed to permit a full semester to be completed through on campus learning or instruction, or if the Tenant vacates the Premises voluntarily for any reason. Landlord’s calculation of a refund of Fixed Rent that may be due to Tenant under this Paragraph due to a forced vacation of the Premises, or pro-rated portion thereof, shall be conclusive and binding on Tenant absent manifest error. If the Premises must be vacated during the term, Landlord shall give Tenant as much advance notice that is practicable under the circumstances, and Landlord shall make reasonable accommodations to permit Tenant to remove Tenant’s personal belongings from the Premises. Tenant’s right to a refund of Fixed Rent, if applicable, shall be the Tenant’s sole remedy for any damages caused to Tenant by the actions taken by Landlord in response to a Pandemic Event.

#### **14. SECURITY:**

A. Tenant acknowledges and agrees that Landlord and its agents:

1. have not made any written or oral statements to Tenant about the safety of the Facility or Premises;



2. have not made written or oral statements regarding the effectiveness or operability of any security devices or security measures at the Facility or the Premises; and
3. do not guarantee the safety or security of Tenant or Tenant's guests against any criminal, tortious or wrongful acts of any person.

B. Tenant acknowledges that security devices and measures are not fail-proof and may be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Tenant acknowledges and agrees that Tenant should not rely on security measures in place on or around the Premises and the Facility. Tenant should take steps to protect himself or herself and his or her property as if these devices and measures did not exist. Tenant agrees to immediately notify Landlord in writing of any malfunctions involving security devices or measures, including but not limited to locks, doors or windows.

#### **15. DISCLOSURES:**

Tenant authorizes Landlord to give information about Tenant's occupancy (including Tenant's name, address, telephone number, social security number) and other information, to the University, college, or educational institution where Tenant is enrolled. If Tenant breaks the Lease or has violated the Rules and Regulations or any applicable student code of conduct, Landlord is specifically authorized to notify the University, college, or educational institution where Tenant is enrolled of the violations.

Tenant authorizes the university, college or the educational institution where Tenant is enrolled, to communicate the Tenant's enrollment status, University conduct history, financial aid records, and such other information as Landlord may require in order to confirm if Tenant is a Qualified Tenant (defined in **Section 6** entitled "Qualified Tenant"). This authorization is intended to be written consent pursuant to the Family Educational Rights and Privacy Act of 1974(FERPA).

Tenant agrees to complete and sign additional documents that Landlord deems necessary to periodically verify Tenant's status as a Qualified Tenant. If Tenant fails to do so, Tenant breaks this Lease.

#### **16. OPENING AND CLOSING DURING UNIVERSITY BREAKS:**

- A. For Thanksgiving Break, Allegheny Hall, Brandywine Hall, Commonwealth Hall and University Hall are scheduled to close at 10:00 am on the Wednesday before Thanksgiving, and to reopen at 2:00 pm the day before classes resume.
- B. For Spring Break, Allegheny Hall, Brandywine Hall, Commonwealth Hall and University Hall are scheduled to close at 6:00 pm on the last day of classes prior to the break, and to reopen at 2:00 pm the day before classes resume.
- C. For the Fall and Spring semester closing, Tenant must properly check out of Tenant's room within 24 hours after Tenant's last final examination. The facility will close at a time scheduled in coordination with the University's final examination schedule. All Tenants must vacate the premise at that time,



without exception. Tenants will be notified when Allegheny Hall, Brandywine Hall, Commonwealth Hall and University Hall will reopen for the Spring Semester prior to the last day of Fall Semester finals.

- D. The Village Apartments and East Village Apartments are scheduled to remain open during all University breaks during Lease term, although clubhouse and office hours may be modified during those times. Tenant should periodically check postings at the clubhouse for changes in hours of operation.
- E. The schedules in this **Section 16** are subject to change based on the University calendar. Any changes to the schedule described in this **Section 16** will be posted in the Facility or the applicable building.

#### **17. MENINGITIS REQUIREMENT:**

Meningococcal disease is a rare but potentially fatal bacterial infection, expressed as either meningitis (infection of the membranes surrounding the brain and spinal cord) or meningococemia (bacteria in the blood).

The Advisory Committee on Immunization Practices (ACIP) of the U.S. Centers for Disease Control and Prevention (CDC) recommends that college freshmen (particularly those who live in residence halls or other student living accommodations) be informed about meningococcal disease and the benefits of vaccination, and that students who wish to reduce their risk for meningococcal disease be immunized. Other undergraduate students who wish to reduce their risk for meningococcal disease may also choose to be vaccinated.

Under the terms of the Pennsylvania College and University Student Vaccination Act, students living in campus housing must be immunized against meningococcal disease or sign a waiver that they have received detailed information on the risks associated with meningococcal disease and the availability and effectiveness of a vaccine and that they choose not to be vaccinated. The CDC now recommends a booster dose for those 16 years of age who received their initial dose at age 11-12. If the initial dose was given at 13-15 years, the booster dose should be given at 16-18 years of age. If the initial dose was given after the 16<sup>th</sup> birthday, no booster is needed, except where there is continuing risk. Refer to Meningitis Vaccine Information Sheet at <http://www.cdc.gov/vaccines/hcp/vis/vis-statements/mening.html>. **All students living on-campus housing must either be immunized against meningococcal disease or submit a waiver in accordance with the College and University Student Vaccination Act.**

#### **18. RULES AND REGULATIONS:**

Tenant will at all times abide by the following Rules and Regulations, unless otherwise specified or provided for in the Lease:

**Conduct.** Tenant will not bring, or allow any of its guests to bring, onto the Premises, Common Areas or the Facility any animal (except trained service animals as defined by the Americans with Disabilities Act, or other



pre-approved support animal), firearms, explosives, dangerous or hazardous substances, or illegal drugs. Tenant will not allow more than 2 guests per occupant to be present in a suite or apartment at any time.

All guests and visitors at the Premises or Facility must comply with all provisions of this Lease regarding the use and occupancy of the Premises and the Facility, including this **Section 18**. Tenant and Tenant's guests will not use the Premises or the Facility for any unlawful purpose and will not permit any loud noises or noxious odors to emanate from the Unit.

**Guest Policy.** Tenant must abide by the University's guest policy as stipulated in the West Chester University On-Campus Residential Guest Policy and Residential Living Policy and Procedure Manual. This policy is subject to change, WCU will notify you of any changes. Guests are only permitted upon prior consent from every Tenant of the unit. If Tenant's guest occupies all or part of the Unit for more than two (2) nights within a seven (7) day period, without Landlord having approved an Assignment, Tenant will be deemed in default under this Lease. If Tenant is deemed in default, Tenant must pay Landlord a fine of \$100 per day of the guest's occupancy and face possible University disciplinary action. Individuals or guests under eighteen (18) years of age are not permitted to stay in the Premises overnight.

**University Policies.** Tenant agrees to adhere to the published regulations of West Chester University, including the current edition of the University's "Ram's Eye View", West Chester University On-Campus Residential Guest Policy, Residential Living Policy and Procedure Manual, and "Student Code of Conduct," and the applicable laws, ordinances, and regulations of Pennsylvania, the Borough of West Chester, and East Bradford Township. Violation will result in applicable University and civil action.

**Maintain Order.** At all times, Tenant must maintain order in the Unit, and must not make or permit any loud, improper or boisterous conduct, or otherwise disturb other Facility Tenants. All radios, television sets, stereo equipment, or any other appliances or items which may cause noise, must be turned down to a level of sound that does not annoy or interfere with other Facility Tenants.

No candles, halogen lamps, incense or other odor producing items may be used on the Premises. Tenant must not permit any offensive noises and odors to originate from the Premises at any time.

**Smoking.** Smoking of any tobacco and or marijuana product, including Electronic Cigarettes in any housing facility is PROHIBITED. Electronic cigarettes may include, but are not limited to e-cigarettes, electronic vaping devices, personal vaporizer (PV), digital vapor devices or electronic nicotine delivery system. Collectively, they are referred to as "Electronic Cigarettes."

Smoking is restricted to designated areas outside the building only as outlined by the staff of each specific hall or building. Violations of this policy by Tenant or Tenant's guests may result in applicable University action up to and including removal from University Student Housing.

**Medical Marijuana** Federal law, specifically the Drug Free Schools and Communities Act, supersedes Pennsylvania state law. *The use and possession of all marijuana is prohibited on campus.* Some people need to use medical marijuana that is lawfully obtained under state law. However, lawful use and possession must occur at a location outside the University's campus property.



**No Obstructions.** Tenant must not block or use the driveways, sidewalks, courts, entry passages, stairs or halls for any purpose other than entering and exiting. Tenant must not place any signs in the Premises that are visible from the exterior of the building of which the Premises are a part. Tenant must not allow bicycles or such other vehicles to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls of the Facility.

**Parking.** Parking is provided through West Chester University and all information can be obtained through the Office of Parking Services. Parking at the Facility requires purchasing a currently valid parking decal for each vehicle, including guests. Tenant and guests must otherwise comply with the requirements of the University for the issuance of such parking rights. Vehicles parked at the Facility without a valid parking decal will be towed at the owner's expense.

It is Tenant's responsibility to make sure Tenant's guests understand all parking rules and regulations and that their vehicles may be towed at their expense if parked improperly. For the purpose of such parking rules and regulations, the term "Tenant" means Tenant and all Tenant's guests and visitors at the Facility.

**Recreational Facilities.** Tenant and Tenant's guests, if accompanied by the Tenant, are permitted to use the recreational facilities, if any, provided by the Landlord at the Facility. All recreational facilities must be used in strict compliance with any applicable rules and regulations adopted by the Landlord, and as amended from time to time. Anyone using the recreational facilities must be over 16 years of age or accompanied by a guardian or sponsor 18 years or older.

**Windows.** Tenant must not block windows and doors at the Facility. Blinds on windows may not be removed. If Tenant installs draperies or blinds, Tenant must remove them at the end of the Term, and any damage to the Premises must be repaired by Tenant at Tenant's expense. Any window treatment installed by the Tenant must have a white backing.

Tenant cannot throw anything out of the windows or doors. Tenant cannot leave windows or door open during inclement weather. Tenant may not display any signs or other objects that are visible from the exterior of the building. Tenant will be liable for any damage to the Premises, including but not limited to paint, walls, cabinets, carpets, floors resulting from failure to exercise reasonable care.

**Locks and Identification card.** Locks or swipe card units cannot be changed or added at the Premises without Landlord's written permission. If Tenant changes a lock or swipe card unit with Landlord's permission, Tenant must provide Landlord with a key.

A service charge of \$125.00 will be paid by Tenant to change a lock, and \$300.00 to replace a card swipe unit. If this service is not available at the Facility and it is necessary for Landlord to employ a locksmith, Tenant will be responsible for all locksmiths' charges.

Locks, card swipe units, and the appropriate keys and chains added must be left in place upon vacating the Premises. Landlord will furnish one key or initialized WCU RAMECards or swipe card to Tenant for each outside door to the Premises. All keys and cards must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge. WCU RAMECards will not be surrendered but will



be deactivated. Tenant must carry their WCU RAMECard when present at the Facility. The Tenant is responsible to go through the University to receive their WCU RAMECard.

**Lavatories.** Lavatories, sinks, toilets, and all water and plumbing apparatus must be used by Tenant and Tenant's guests only for the purpose for which they are constructed. Sweepings, wipes (of any kind), rubbish, rags, ashes and other foreign substances must not be thrown into any plumbing apparatus.

**Appearance.** Clothing, sheets, etc., cannot be hung from windows of the Facility. Use of colored light bulbs by Tenant in any exterior fixture is prohibited. Landlord reserves the right to remove material from the windows if Landlord deems that the material is offensive or may impact the ability to attract new renters.

**Walls.** Nails longer than one inch in length, or screws of any kind, cannot be used in walls of a Unit. No TVs may be mounted to the wall. No wallpaper, contact paper, or other decorative covering or finish may be applied to the walls. No change will be made to the type or color of the paint within the Unit. No stenciling or decals are permitted. Command strips and all other forms of double-sided hooks are not permitted.

**Heavy Items.** Tenant must not place any unusually heavy objects on the floor, such as pool tables, waterbeds, etc. No furniture is to be removed from public areas and residential units for purposes other than relocation or moving out. Removal of furniture for other purposes will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.

**Trash.** All trash and garbage must be placed in sanitary containers in locations designated by Landlord or its agents. Tenant must deposit trash and refuse directly into such trash receptacles or dump sites and not left in the units or in the common areas, hallways or similar places. Tenant must not dispose of hazardous materials of any nature whatsoever in any trash receptacles, dumpsters or similar containers. Landlord has the right to impose reasonable fines for the violation of this provision as well as for any littering by Tenant.

**Meal Plan.** All students residing in a North Campus residence hall must be on the University meal plan as a condition of occupancy. Students with medical issues who cannot meet this requirement may request a meal waiver by contacting the Office of Residence Life and Housing Services or set a meeting with the executive chef to develop a personalized menu for the student based on their dietary needs.

**Vehicles.** Washing vehicles and performing mechanical work on the Premises or Common Areas is prohibited unless special areas are designated in Landlord's sole discretion. Parking of racecars, junk cars or storage of any vehicle that is not operable is prohibited. Parking of boats, recreational or commercial vehicles in other than designated parking areas is prohibited.

**Network Access Policy.** Internet and network access are currently provided to the Facility by the University. All rules and regulations issued from time to time and at any time by the University with respect to Internet and network access apply to Tenant's use thereof, including the University's "Acceptable Use Policy".

**Utilities.** Tenant must keep all utilities to the Unit active. Tenant may not turn utilities off, including upon Tenant's absence or vacation. Unless Landlord or its agents instructs Tenant otherwise, Tenant must, for



24-hours a day during freezing weather: (a) keep the Premises heated to at least 50 degrees Fahrenheit; (b) keep cabinet and closet doors open; and (c) drip hot and cold-water faucets. Tenant is liable for damage to property as a result of the utilities being turned off or because of broken water pipes due to a violation of these requirements.

**Fire Safety.**

- A. For reasons of fire hazard, the use or possession of the following items is restricted: refrigerators (none over 4 amps permitted), microwave ovens (none larger than 700 watts and 0.65 cubic feet permitted), halogen lamps, and sunlamps, as well as open flames and burning materials.
- B. Use of Electrical Cooking Appliances and Other Equipment.
- a. All electrical equipment and/or appliances must bear the seal of approval of the “Underwriter’s Laboratories, Inc.” to be approved for use in the Facility.
  - b. Other than the approved use of microwaves in suites and apartments, cooking is restricted to Facility designated kitchens.
  - c. Except for approved microwaves, cooking appliances such as hot plates, toasters, toaster ovens, electrical grills and other similar type heating devices are prohibited in units. This restriction does not include the use of these items in the Village and East Village Apartments.
- C. Tenant must not tamper with, interfere with, or damage any alarm equipment and/or installations.
- D. Tenant may not trigger any overhead sprinkler system in the Facility. Tenant is advised that a simple depression of the sprinkler head may result in a total draining of water from the system. Neither Landlord nor its agents will be responsible for any damages incurred from such situations. If the overhead sprinkler system in Tenant’s Unit is triggered in a non-emergency situation, **Tenant will be charged and responsible for all damages, together with a fine of \$250.00.**
- E. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. If there is an alarm, Tenant is to vacate the Unit immediately. Tenant will be instructed by officials when they will be allowed to return to their room.

If Tenant does not vacate their room during a fire alarm, they are subject to disciplinary action and/or a fine. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease.

Periodically, Landlord will test the smoke detectors in Tenant’s Unit for proper operation and working batteries. Upon notification, Landlord will replace smoke detector batteries. Tampering or altering smoke detectors will result in a \$100.00 fine per smoke detector.

**Call 610-436-3311 or 9-1-1 in case of fire and other life-threatening situations.**



**Animals.** With the exception of a service animal, as defined by the Americans with Disabilities Act, or other pre-approved support animal, no animal is permitted in the Unit or the Facility. Any Tenant in need of a service or support animal must contact Landlord. Animals known to carry zoonotic diseases are not permitted. If an unauthorized animal is found in the Unit, then the following applies:

FIRST: A written warning will be issued to Tenant specifying the complaint and a \$100.00 charge will be assessed against Tenant. The animal must be removed from the property immediately. Tenant will also be responsible for all damage caused by the animal(s), including, but not limited to, cleaning and replacing carpet and for charges incurred for pest control treatment.

SECOND: Upon a second violation, a \$200.00 charge will be assessed against the Tenant, and Landlord may declare the Lease to be in default and exercise all remedies available to it, including termination of this lease.

**Prohibited Items or Actions.** The following items or actions are prohibited:

- A. Drug paraphernalia, because they are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, blow tubes and water pipes. If prohibited items are observed in a unit, the items will be confiscated, and disciplinary actions may be initiated.
- B. Constructions barriers, street signs, newspaper machines, or any other stolen property.
- C. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
- D. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
- E. Firearms, fireworks, and dangerous weapons because of the potential danger to other students/Tenants. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, hand-billies, nun-chucks, switchblades, and explosives and/or dangerous chemicals.
- F. Aerials, masts and other short-wave radio transmitting equipment, because of FCC interference regulations and safety precautions.
- G. Live-cut Christmas trees and evergreen garland, because they constitute a fire hazard.
- H. Motorcycles, hover boards, motor scooters, mopeds, or other internal combustion engines are prohibited inside the buildings.
- I. No electrical and telephone wiring may be installed within the Unit. Exterior television or radio antennas or dishes of any size are prohibited.
- J. Tenant may not chain or hang bicycles in Common Area breezeways.



- K. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes “any act that injures, degrades, disgraces, any fellow student or person.” Pledging activities are prohibited.

Landlord may amend, modify, delete, or add new and additional rules and regulations to the use and care of the Facility. Tenant must comply with all rules and regulations upon notice to Tenant from Landlord thereof. If there is a breach of any rules and regulations in this Lease, or any reasonable amendments, modifications, or additions thereto, Landlord has all remedies provided for in this Lease upon Tenant’s default.

#### 19. MISCELLANEOUS:

- A. If Landlord breaches this Lease, Tenant must notify Landlord in writing within five (5) days of the alleged breach. Tenant’s failure to notify Landlord in writing within 5 days will be considered an acceptance of Landlord’s breach. Tenant’s failure to properly notify Landlord will prevent Tenant from pursuing the alleged breach.
- B. If this Lease is signed by more than one person as Tenant, then each Tenant is jointly and severally liable. That means that all the Tenants as a group, and each Tenant individually, are responsible to Landlord for all the agreements in this Lease. For example, if Rent is not paid, Landlord can sue ALL Tenants jointly or just one Tenant separately, for the entire balance due.
- C. If a court determines that any section of this Lease is legally invalid, the remainder of the Lease will be intact and enforceable.
- D. This Lease is the final agreement between the parties. Any prior agreements that are not mentioned in this Lease will not be considered part of the Lease. This Lease replaces any prior discussions or agreements, whether they are written or oral. There are no statements, assurances, or promises by Landlord, either verbal or in writing, other than those explicitly stated in this Lease. This Lease can only be changed by a writing signed by both parties.
- E. Tenant agrees that Landlord has the right to put a mortgage on the Premises. If Landlord has a mortgage on the Premises now, or if Landlord obtains one in the future, Tenant agrees that this Lease is lower in right and inferior to the mortgage that the Landlord has placed on the Premises. If Landlord sells the Premises, this Lease will continue until the Lease ends, but between Tenant and whoever buys the property.
- F. All communication required under this Lease must be in writing and will be considered to have been given: (a) when received if sent by UPS, FedEx, or similar company; (b) the third day after certified or registered mail through the USPS and letter is signed for, or (c) *in case of notices by (or on behalf of) Landlord only*, (1) when delivered by hand and signed for, or (2) on the date delivered to Tenant’s mailbox at the Facility, or (3) on the date sent by Landlord via e-mail if sent during normal business hours of the recipient, but on the next business day if sent after 5:00 p.m. All communications must be sent to the parties at the following addresses or locations:



If to Landlord:

University Student Housing, LLC  
 180 University Avenue, West Chester, PA 19383  
 Attention: Chief Housing Officer

If to Tenant, then to the Tenant's Permanent Address (specified above), or to Tenant's mailbox at the Facility, or to Tenant's Email Address (specified above).

- G. This Lease may be signed in separate counterparts (parts), all of which, when signed and delivered, will be the same document. Delivery of a signed counterpart (part) by facsimile, email, or other means of electronic transmission will have the same effect as an original and be binding.
- H. This Lease will be governed and interpreted under the laws of Pennsylvania. The parties agree to submit any claims arising from or relating to this Lease, to any court within the Commonwealth of Pennsylvania. That means, in a Pennsylvania court, the parties agree to waive (give up) any defenses as to venue and choice of law.
- The parties further agree that any legal action or proceeding by Tenant against Landlord for any matter arising out of or relating to this Lease will only be brought in Chester County, Pennsylvania. Any final judgment against either party may be enforced in any location by filing a judgment claim or in any manner provided by law.
- I. The Rules and Regulations included in this Lease are an integral part of this Lease. Tenant will comply with the Rules and Regulations and perform all of Tenant's obligations to them. Landlord may periodically change the Rules and Regulations. Changes will be effective upon notice of them to Tenant.
- J. All rights of Landlord under this Lease may be exercised by Landlord's designated employee or agent until Landlord notifies Tenant otherwise.
- K. Tenant agrees and understands that Landlord delivers mail to mailboxes and that sometimes prompt delivery may be impossible. Landlord is not responsible for lost or damaged mail or packages. At the end of the Term, Tenant must notify the U.S. Postal Service of the address to use to forward Tenant's mail.

Tenant agrees that Landlord and its agents are not be required to forward mail if Tenant does not give a forwarding address, and that Tenant will promptly notify all parties of new addresses at the end of the Term, the termination of this Lease, or Tenant's vacating the premises, whichever comes first.

- L. During Facility events, Landlord may take photos of students in and around the common areas. By signing this Lease, you permit Landlord to take your photo in public places located within and outside of the Facility, and perpetually license the photo's use in marketing materials, including but not limited to, print and online media



M. If Tenant is a resident assistant or community assistant employed by Landlord or the University on the date of this Lease, then: Tenant may not be required to pay Fixed Rent for that period of employment as detailed in their employment agreement, although Tenant will be required to pay all other amounts due to Landlord under this Lease; and (b) if Tenant is not a student enrolled in a degree program at the University and Tenant's employment is terminated by Landlord or its agents or University for cause, or if Tenant terminates their employment for any reason other than illness or injury incurred in the course of that employment, then Tenant will vacate and surrender the Premises to Landlord as the Lease requires within five (5) days after the termination; and (c) if Tenant is not a student enrolled in a degree program at the University and Tenant's employment is terminated by Landlord or University for convenience or by agreement with Tenant, or if Tenant terminates their employment because of illness or injury incurred in the course of the employment, then Tenant will vacate and surrender the Premises to as required by this Lease by the earlier of: (i) the thirtieth (30th) day following the termination; or (ii) the shortest period of time permitted by any applicable, non-waivable workers compensation or similar law.

**20. COVID-19 VIRUS AND COMMUNICABLE DISEASE WARNING AND RELEASE**

As may be the case with any business or other facility that you may visit, your entrance into, or use of, our facilities or property for any purpose may expose you to the COVID-19 Virus. If you decide to enter, use, or occupy our property or facilities, you acknowledge that your decision is made knowingly and voluntarily, with full knowledge of this risk. **If you disagree, please do not enter our facilities.** Otherwise, your access to, and use and occupancy of, our facilities or property shall constitute a release of our business and all of its owners, principals, officers, managers, employees, agents, and affiliates (collectively, the “Released Parties”) from any claims for damages or other liability that may arise or be caused by exposure to the COVID-19 Virus or any other communicable disease, and shall operate as a waiver of your right to make any such claim against any of the Released Parties. You also agree to notify us if you become infected with the COVID-19 Virus or come into close contact with another person that is known to be infected and follow all isolation or other reasonable social distancing requirements that we may impose or enforce. If you are symptomatic and tested for COVID-19, you will self-report by completing the designated University report form. If medical advice or applicable state or federal public health guidelines dictate, you agree to promptly quarantine/isolate at an off-campus location at your sole expense until the West Chester University Health Department clears you to return to campus.

**21. LEASE GUARANTY:**

At Landlord's option, this Lease will be voidable unless the Guaranty of Lease is executed and delivered by the parent(s) or sponsor(s) of Tenant and returned to Landlord within ten (10) days of the date Tenant signs this Lease. Landlord and Tenant, intending to be legally bound, have signed and entered into this Lease.

<b>LANDLORD:</b>	<b>TENANT:</b>
<b>Signature:</b>	<b>Signature:</b>



<b>Name:</b>	<b>Name:</b>
<b>Date:</b>	<b>Date:</b>
	<b>IF TENANT IS UNDER 18 YEARS OF AGE:</b>
	<b>Parent Signature:</b>
	<b>Parent Name:</b>
	<b>Date:</b>

COPY 11.4.2021

