

APPENDIX A

TENANT'S COVENANTS AND OBLIGATIONS

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Forty Fort and all applicable State Laws.
2. Tenant agrees that the maximum number of persons permitted within the residential rental unit at any time shall be _____ and the maximum number of persons permitted within the common areas of the leased premises at any time shall be _____. (It is landlords responsibility to determine maximum occupancy requirements.)
3. Tenant shall deposit all rubbish, garbage and other waste from the leased premises into containers in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the recycling plan submitted by the owner to the Borough under Forty Fort's Ordinance or if there is no recycling plan for the premises, then in compliance with Forty Fort's Ordinance and all other applicable ordinances, laws and regulations.
4. Tenants shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.
5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
6. Tenant shall not cause or permit to be caused damage to the leased premises, except for ordinary wear and tear.
7. Tenant shall not engage in or permit others on the leased premises to engage in "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, cause or permitted by any occupant or visitor of a residential rental unit that is so loud, untimely, offensive, riotous or that otherwise unreasonably disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or to the Code Enforcement Officer. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer or police shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrence.

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Residential Rental Unit Occupancy Ordinance of the Borough of Forty Fort and that the issuance by any municipal officer of the Borough of Forty Fort of a Certificate of Noncompliance with said Ordinance relating to the leased premises shall constitute a breach of the rental agreement. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- A. Termination of the rental agreement without prior notice;
- B. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs;
- C. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs;
- D. Bring an action for damages caused by tenant's breach, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

OWNER

TENANT

TENANT

TENANT

TENANT