

# BEAVERTOWN BOROUGH

## ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and is incorporated into and shall be deemed to amend and supplement the Residential Rental agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated \_\_\_\_\_ . The Residential Rental Agreement and this Addendum pertain to the premises described in said agreement and identified as located at \_\_\_\_\_ . This Addendum is required by Ordinance No. 02-2010, Regulated Rental Unit Occupancy, of the Borough of Beavertown.

### ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenant and obligations set forth in the aforementioned Residential Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

#### A. Landlord's Covenants and Obligations.

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the Borough of Beavertown and all applicable State Laws and shall keep the leased premises in good and safe condition.
2. The Owner or Owners representative for the leased premises shall be as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:

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

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.
5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

## **B. Tenants Covenants and Obligations**

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Beavertown and all applicable State laws.
2. Tenant agrees that the maximum number of persons permitted within the unit at any time shall be \_\_\_\_\_ and the maximum number of persons permitted in the common areas of the leased premises at any time shall be \_\_\_\_\_.
3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premise in a clean and safe manner and shall separate and place for collection all recyclable materials in accordance with Beavertown's Collection, Storage and Disposal of Garbage and Rubbish Ordinance.
4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Core of 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 occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.
6. Tenant shall not cause, nor permit or tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.
7. Tenant shall not engage in, nor tolerate nor permit others on the lease premises to engage in, "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a regulated dwelling unit that is so loud, untimely, offensive, riotous or that otherwise unreasonable disturbs other persons in their peaceful enjoyment of their premises such that a report is made to the police and/or to the Code Official. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offence, 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 contact shall be deemed to have occurred unless the Code Official 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. Except as otherwise protected by law, tenant(s) agree(s) to permit the release of information pertaining to incidents occurring on or within the premises of the regulated rental units and pertaining to the Regulated Rental Unit Occupancy Regulations; to the Borough Police Department, the Borough's Code Official, and/or to the Landlord.
9. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Regulated Rental Unit Occupancy Ordinance of the Borough of Beavertown and that the issuance by any municipal officer of the Borough of Beavertown of a Notice of Violation of said Ordinance related to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. 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 expired 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 cost.

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

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WITNESS

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TENANT

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TENANT