ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

This Addendum to Residential Rental Agreement is made this _____ day of _____ and is incorporated into and shall be deemed and 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 located at _____. This Addendum is required by Section 290-4.D of Chapter 290, Rental Property, Article 1, Residential Rental Units, of the Code of Ordinances of the Borough of Millersville.

Additional Covenants and Obligations

In addition to the covenants 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 Millersville and all applicable state laws and shall keep the leased Premises in good and save condition.

2. The manager for the leased premises shall be as follows:

_____
Name

_____
Address

_____
Telephone Number

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. **Tenant's Covenants and Obligations**.

1. Tenant shall comply with all applicable Codes and Ordinances of the Borough of Millersville and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated 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 _____.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the Borough of Millersville's Ordinances.

4. Tenant 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, nor permit nor 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 leased premises to engage in "disruptive conduct" which is defined as follows:

> DISRUPTIVE CONDUCT — Any act by an occupant of a residential rental unit or by a person present at a residential rental unit involving public drunkenness, consumption of an alcoholic beverage in public, public urination or defecation, the unlawful deposit of trash or litter on public or private property, damage to or destruction of public or private property, the obstruction of public roads, streets, highways or sidewalks, interference with emergency or police services, unreasonable noise as defined by Chapter 257, Noise, of the Code, use of profane or obscene language or gestures, indecent exposure, fighting or quarreling, or any other act defined as "disorderly conduct" in the Pennsylvania Crimes Code or any act prohibited in Chapter 114, Alcoholic Beverages, Chapter 154, Curfew, Chapter 173, Firearms, Chapter 257, Noise, or Chapter, 278, Public Property, of the Borough Code of Ordinances or which otherwise injures or endangers the health, safety or welfare of the residents of the Borough residing in the neighborhood or vicinity of the gathering. 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 said 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 a Code Enforcement

Officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The occupant and the owner and, if applicable, the manager shall be notified of any such occurrences, in writing.

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of Article I of Chapter 290, Rental Property, of the Code of Ordinances of the Borough of Millersville and that the issuance by the Code Enforcement Officer and/or a Police Officer of the Borough of Millersville of three (3) disruptive conduct reports in any twelve (12) month period relating 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; and

b. bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs; and

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; and

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.

Witness:

_____ _____
Landlord

_____ _____
Tenant

_____ _____
Tenant

_____ _____
Tenant