

FRANKLIN & MARSHALL COLLEGE

**OCCUPANCY AGREEMENT
DATA ENTRY AND REVIEW SHEET**

YEAR LEASE PRODUCED:

YEAR LEASE ENDS:

LEASE START:

LEASE END:

MOVE OUT:

OCCUPANT'S NAME:

ADDRESS:

1ST SEMESTER RENT:

2ND SEMESTER RENT:

LEASING ENTITY: FRANKLIN & MARSHALL COLLEGE.

LANDLORD CONTACT: Wesley Pontius
COMPANY NAME: SILVERANG DEVELOPMENT COMPANY
STREET ADDRESS: WOODLANDS CENTER, SUITE 300, 900 EAST 8TH AVENUE
CITY, STATE, ZIP: KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 263-0134
EMAIL ADDRESS: WPontius@sanddlawyers.com

PROPERTY MANAGER: Nathan Andros
COMPANY NAME: JAMES STREET HOUSING
STREET ADDRESS: 448 West James Street
CITY, STATE, ZIP: Lancaster, PA 17603
TELEPHONE: (717) 947-7453
EMAIL ADDRESS: Nate@jamesstreethousing.com

RESIDENTIAL OCCUPANCY AGREEMENT OFF-CAMPUS HOUSING

This **RESIDENTIAL OCCUPANCY AGREEMENT** (the “Occupancy Agreement”), is executed as of this _____ day of _____, 20_____, by and between **FRANKLIN & MARSHALL COLLEGE** (“Landlord” or “College”) and **OCCUPANT** (as identified below).

NOTICE

THIS IS A RESIDENTIAL OCCUPANCY AGREEMENT. IT IS A LEGALLY BINDING CONTRACT BETWEEN LANDLORD AND OCCUPANT. OCCUPANT SHOULD READ THIS AGREEMENT CAREFULLY.

THIS AGREEMENT CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. OCCUPANT SHOULD NOT SIGN THIS AGREEMENT UNTIL OCCUPANT UNDERSTANDS ALL OF THE TERMS IN THIS OCCUPANCY AGREEMENT.

BACKGROUND

Occupant is a student at the College and desires to live off-campus, and the College desires to accommodate Occupant by providing College approved, off-campus housing.

The College has made arrangements to provide certain off-campus housing to Occupant pursuant to a Master Lease (“Master Lease”) between the College and P3 FMC Holdings, LLC (“Master Landlord”); the terms of which (i) apply to the Leased Premises (as identified below) and (ii) are incorporated herein by reference.

Occupant is entering into this Residential Occupancy Agreement with Landlord to lease the Leased Premises (as identified below) but shall also enter into a separate Addendum to Occupancy Agreement (“Addendum”) (attached as Exhibit A) in order to pay all rents directly to the College. The College shall then pay Master Landlord all such rents according to the Master Lease. Occupant must comply with the terms of the Master Lease at all times.

This Occupancy Agreement consists of two parts. Part I sets forth certain defined terms used in this Occupancy Agreement and contains specific occupancy provisions and Part II contains all other terms and conditions of the Occupancy Agreement. Part I and Part II are collectively referred to as the “Occupancy Agreement.” Capitalized terms not otherwise defined in Part I shall have the meanings as described in Part II of the Occupancy Agreement. The Occupancy Agreement incorporates by reference the attached Addendum which the Occupant agrees to be bound by as a condition to occupying the Leased Premises. The Addendum articulates the policy of the College regarding approved off-campus housing generally and with regard to the Leased Premises specifically. The Occupancy Agreement also incorporates by reference the College’s Neighborhood Residency Policy (Exhibit B) which articulates the behavioral guidelines required of a student occupant, compliance with which is a condition of a student being permitted to live in College-approved off-campus housing generally and with regard to the Leased Premises specifically. The Occupancy Agreement further incorporates by reference the Required Addendum to Residential Rental Agreement (attached as Exhibit C) which articulates the behavioral guidelines required of a student occupant with the Residential Rental Licensing and Inspection Ordinance of the City of Lancaster, compliance with which is a condition of a student being permitted to live in rental properties located in the City of Lancaster and the Leased Premises specifically.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

PART I. SUMMARY SHEET OF TERMS

Occupant:

(see attached sheet for full contact information for Occupant)

Master Landlord: FRANKLIN & MARSHALL COLLEGE

Master Landlord's Contact Information:

Wesley Pontius
SILVERANG DEVELOPMENT COMPANY
WOODLANDS CENTER, SUITE 300, 900 EAST 8TH AVENUE
KING OF PRUSSIA, PA 19406
(610) 263-0134
WPontius@sanddlawyers.com

Nathan Andros
JAMES STREET HOUSING
448 West James Street
Lancaster, PA 17603
(717) 947-7453
nate@jamesstreethousing.com

Leased Premises: Undivided interest in a Unit (as described below) that is part of and is located on the Property (as described below), together with right to use the Common Areas (as described below).

Address of the Property:

Common Areas: All other portions of the Property to be used in common by other occupants of the Property except for the other beds or bedrooms that are to be used exclusively by the other occupants of the Property. For example, the living room, kitchen, bathrooms, hallways, stairways, laundries and yard areas are all Common Areas. Common Areas and entrances may or may not be monitored by closed-circuit camera systems.

Initial Term:

Starting Date:

Ending Date:

Unit: A "Unit" shall mean one bedroom (per student), a kitchen, living area and one functional bathroom. All other areas including, but not limited to, a second bedroom, a second living area and basement space are not critical and therefore do not prevent or impact occupancy of a Unit in the event they are unable to be utilized.

*** All properties must be vacated by 5:00 p.m. on _____ to allow for property turn over by _____**
Landlord. The property is not to be reoccupied until 8:00 a.m. on June 1, _____ unless special
arrangements have been made in writing between Occupant and Landlord.

OCCUPANT CONTACT INFORMATION:

Occupant's Name:		
Occupant's Permanent (Home) Address:		
Occupant's Cell Phone Number:		
Occupant's Email Address:		
Occupants Vehicle Information: (Please put N/A if you will not have your vehicle at school)	MAKE/MODEL	
	COLOR	
	LICENSE PLATE	
Occupant's Parents' Contact Information: PARENTS' HOME ADDRESS: (if living separately, please list each address individually)		
Father's Name:		
Father's Cell Phone Number:		
Father's Email Address:		
Mother's Name:		
Mother's Cell Phone:		
Mother's Email Address:		

Renewal Term: None, except as authorized in writing by Landlord.

Rent: All rent and occupancy charges and fees shall be paid by Occupant to Landlord. The Occupant will be billed by Landlord semi-annually.

Utilities, Services and Expenses:

Check all that apply that are the responsibility of **Occupant** to obtain and pay:

- | | | |
|---|---|---|
| <input type="checkbox"/> water | <input type="checkbox"/> sewer | <input type="checkbox"/> trash removal |
| <input checked="" type="checkbox"/> gas | <input type="checkbox"/> oil | <input type="checkbox"/> landscaping & mowing |
| <input checked="" type="checkbox"/> electricity | <input type="checkbox"/> snow and ice removal | <input type="checkbox"/> propane |
| <input checked="" type="checkbox"/> cable | <input type="checkbox"/> satellite dish | <input checked="" type="checkbox"/> internet connection |
| <input checked="" type="checkbox"/> phone | <input type="checkbox"/> real estate taxes | <input type="checkbox"/> other_____ |

Check all that apply that are the responsibility of **Master Landlord** to obtain and pay:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> water | <input checked="" type="checkbox"/> sewer | <input checked="" type="checkbox"/> trash removal |
| <input type="checkbox"/> gas | <input type="checkbox"/> oil | <input checked="" type="checkbox"/> landscaping & mowing |
| <input type="checkbox"/> electricity | <input checked="" type="checkbox"/> snow and ice removal | <input type="checkbox"/> propane |
| <input type="checkbox"/> cable | <input type="checkbox"/> satellite dish | <input type="checkbox"/> internet connection |
| <input type="checkbox"/> phone | <input checked="" type="checkbox"/> real estate taxes | <input type="checkbox"/> other_____ |

Appliances. Master Landlord will supply the following appliances for Master Landlord's Property (check all that apply):

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> washer | <input checked="" type="checkbox"/> refrigerator | <input checked="" type="checkbox"/> garbage disposal |
| <input checked="" type="checkbox"/> dryer | <input checked="" type="checkbox"/> stove/oven | <input checked="" type="checkbox"/> window treatments |
| <input checked="" type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> microwave | <input type="checkbox"/> other_____ |

Pets. Occupant is not allowed to have any pets.

☒ NONE

Parking. Students must identify and register their cars with the Public Safety Department of the College. If parking spaces are available, such spaces will be designated in writing by Master Landlord.

Rent per Semester. Occupants rent per semester is as follows, _____ for the fall semester and _____ for the spring semester.

Exhibits and Riders. Landlord and Occupant agree that the additional agreements, exhibits and riders checked below are part of this Lease. Check all that apply:

- ☒ Lead-Based Paint Disclosure Rider [for houses built before 1978]
- ☒ Addendum to Occupancy Agreement (Exhibit A)
- ☒ Neighborhood Residency Policy (Exhibit B)
- ☒ City of Lancaster Addendum (Exhibit C)
- ☒ Rules and Regulations (Exhibit D)
- ☒ General Alcohol & Drug Policy (Exhibit E)

☒ Trash Rules (Exhibit F)

BY SIGNING THIS PART I OF THE OCCUPANCY AGREEMENT, THE PARTIES BELOW AGREE THAT THEY ARE AUTHORIZED TO SIGN THIS AGREEMENT AND HAVE READ AND UNDERSTAND ALL OF THE TERMS ABOVE.

LANDLORD:

FRANKLIN & MARSHALL COLLEGE

By: _____

Printed Name: _____

Title: AVP for Auxiliary Services

Date: _____

OCCUPANT:

(Signature)

Printed Name: _____

Date: _____

PART II. TERMS AND CONDITIONS

Leased Premises. Landlord agrees to lease to Occupant and Occupant agrees to lease from Landlord, the Leased Premises, together with the right to use all Common Areas of the Property.

Occupant acknowledges and agrees that the Leased Premises and the Property is owned by Master Landlord and not the College. The College makes no representation or warranty to Occupant regarding the condition of the Leased Premises or the Property and, except as provided in this Agreement, assumes no duty or obligation to Occupant or Occupant's guests or invitees with respect to the Leased Premises or the Property, except for the collection of rent and occupancy charges. The College is not responsible for any maintenance, replacement or repair to the Leased Premises or the Property.

Occupant's Initials: _____

Initial Term. This Occupancy Agreement starts on the Starting Date and ends on the Ending Date. Landlord agrees to give Occupant possession of the Leased Premises on the Starting Date of this Agreement. If Landlord cannot give possession to Occupant on such date, Landlord shall provide alternative off-campus housing to Occupant.

Renewal Term. As long as Occupant has not violated this Occupancy Agreement or the Addendum between Occupant and Landlord and is otherwise a student in good standing at the College, Occupant shall have such renewal rights, if any, as are granted to the Occupant in writing by the College.

Rent. Occupant shall pay all rent for the Leased Premises directly to Landlord pursuant to the Addendum. Furthermore, Occupant shall pay to College the costs related to Damages (as hereinafter defined) incurred during the term of this Agreement.

Security Deposit. Each occupant shall pay in addition to the rent for the Leased Premises a \$500 security deposit (all such deposits being collectively referred to herein as the "Security Deposit"). The Security Deposit shall be held until the end of the lease term and may be applied to the occupants' obligations hereunder, including, without limitation, any costs incurred by Master Landlord to repair Damages to or misuse of the Unit by any such occupants or his or her invitees (collectively, "Damages"), any re-keying, any accidental lockouts, any costs or expenses for utilities and services to the Leased Premises, and/or any other cost or expense that is reimbursable to the Master Landlord as set forth herein. For purposes of this Occupancy Agreement, Damages shall include any stains or cuts in carpet or other floor covering, furniture breakage and any repairs to the Unit required at student turnover, including, without limitation, repairs of holes or gouges in walls or wall coverings, repairs or replacements of appliances, cleaning of appliances to return them to the condition the appliances were in at the inception of the term, repairs and/or cleaning of all bathroom fixtures, including sinks, tubs and showers to return them to the condition they were in at the inception of the term. Damages does not include touch-up painting and/or minor spackling. It is understood and agreed that the Master Landlord will engage a commercial cleaner to clean the Unit following turnover by the Occupant if the Master Landlord deems it necessary, in its sole discretion, to return the Unit to the same condition the Leased Premises were in at the inception of the term. If the Master Landlord deems the use of a commercial cleaner necessary to return the Unit to the same condition the Leased Premises were in at the inception of the term, the cost of the commercial cleaner will be apportioned to each Occupant in accordance with the number of beds per Unit, and such charge is included in Damages. A fifteen percent (15%) administration fee will also be added to the Occupant's turnover invoice. In the event that any portion of the Security Deposit is applied as set forth above, the occupants shall cause the Security Deposit to be replenished within five (5) business days following written notice from Master Landlord. Upon the expiration of this Agreement, Master Landlord will prepare a list of charges for Damages and any unpaid rent due and payable by the occupants. Within thirty (30) days following the expiration of

this Agreement, Landlord shall either return the Security Deposit in full, or in the event that any amounts are due and owing to Landlord pursuant to this section, Landlord shall deliver a written itemization of any such charges to the occupants. The occupants shall have three (3) business days to dispute any such charges against the Security Deposit by delivering written notice to Landlord. In the event that the occupants fail to deliver written notice of any such dispute to Landlord, the occupants shall be deemed to have approved the written itemization provided by Landlord, and Landlord shall promptly deliver any remaining balance of the Security Deposit to the occupants. Prior to vacating the Leased Premises, the occupants must provide written notice to Landlord of their new address(es) and/or make alternative arrangements for the return of the Security Deposit.

Addendum to Occupancy Agreement. Occupant agrees to the Addendum as shown in Exhibit A to this Occupancy Agreement before occupying the Leased Premises. Master Landlord is not obligated to relocate Occupant at Occupant's request or be responsible or liable for problems or disagreements arising out of any differences in personality, style of living, etc. among Occupant and other occupants of the Property. The Addendum shall incorporate the terms and conditions of the College's Code of Conduct, generally and the College's Off-Campus Housing Code of Conduct specifically.

Use. Occupant shall use the Leased Premises and the Property solely as a residence and for no other purposes whatsoever. Occupant agrees to obey all federal, state and local laws and regulations when using the Leased Premises and the Property. Occupant agrees not to store or use any illegal, flammable or hazardous things in or around the Leased Premises or the Property. Occupant agrees not to do anything in or around the Leased Premises or the Property which could harm anyone or damage any property.

Utilities, Services, and Expenses. Master Landlord will supply all utilities and services associated with the Leased Premises and the Property, including but not limited to, those items listed in Part I of this Occupancy Agreement and shall pay all cost and expense of the utilities and services expressly listed as Master Landlord's responsibility in Section 14(b) of the Occupancy Agreement. Occupant will pay for and will contract directly with and post all deposits required by all other utilities, services, costs or expenses for utilities and services to the Leased Premises, including those items listed in Section 14(a) Part I of this Occupancy Agreement. All utility accounts shall be in the name of the Occupants and all utilities shall be billed directly by the applicable utility provider to the Occupants for payment, beginning on the start date of this lease and terminating on the end date of this lease. The Occupants of the Leased Premises will allocate among themselves their pro rata share of such utility costs and expenses. To the extent required by utility service provider, Landlord shall confirm in writing the obligation of the College to pay utility service charges which students fail to pay. Additionally, Landlord shall indemnify, defend and hold Master Landlord harmless from and against any and all claims, losses, liabilities, causes of action, costs and/or expense arising directly or indirectly, from Landlord's failure to pay the utility costs described above within fifteen (15) days following notice of non-payment of such charges by Occupants of the Leased Premises, including, without limitation, any and all claims against Master Landlord from any utility company providing service to the Leased Premises, and any and all losses arising from such utility company's refusal to provide service to the Leased Premises as a result of non-payment by Landlord. The indemnification obligations contained in this Section shall survive the termination or expiration of this Agreement. Master Landlord shall ensure that any snow and ice removal from the sidewalks on the Property shall be done within a reasonable time and in accordance with all snow and ice removal regulations and ordinances. Master Landlord shall keep all lawn and shrubbery care in a neat condition and in accordance with all applicable regulations and ordinances. Master Landlord has the right to turn off temporarily any utility or other service to the Leased Premises in order to make repairs or do maintenance. Master Landlord shall not be responsible for any interruptions or failures in utilities or services unless such interruption or failure is caused by Master Landlord.

Title and Condition of the Property. Occupant understands that Master Landlord will make no repairs, additions, or changes to the Leased Premises and the Property, and Occupant agrees to accept the Leased Premises and the Property "AS IS". Master Landlord represents and warrants that (i) it is the legal record owner of the Property; (ii) there are no hazardous or dangerous materials on the Property in violation of any federal, state or local

laws, regulations, codes or ordinances, and (iii) to the best of Master Landlord's knowledge, the Leased Premises and the Property are in compliance with all federal, state or local laws, regulations, codes or ordinances.

Lead Paint Disclosure. See attached Rider.

Rules and Regulations. Occupant agrees to obey the College's Student Code of Conduct, Off-Campus Housing Code (each attached to the Addendum) and all of Master Landlord's Rules and Regulations and shall require Occupant's family and guests to also obey all such Rules and Regulations. A copy of the current Rules and Regulations are attached as Exhibit D. Occupant has read and understands all the Rules and Regulations. If Occupant breaches the College's Student Code of Conduct, Off-Campus Housing Code or any Rules or Regulations for the Leased Premises, Occupant violates this Agreement. Master Landlord may reasonably change the Rules and Regulations as long as Master Landlord provides a copy of the new Rules and Regulations to Occupant in writing.

Occupant's Furniture. Except for furniture furnished by Landlord, no tenant shall be permitted to place, maintain or store any furniture of any type or material at his or her unit without the prior written consent of the Property Manager. Evidence of a bill of sale/receipt within the last 30 days is required. This provision applies to all units, whether furnished or unfurnished, within the property portfolio owned by Master Landlord. Any Occupant found in violation of the new policy will be required to immediately remove any unauthorized furniture and, in the event that any contamination occurs as a result of said violation, such student will be responsible for the costs associated with all treatments deemed necessary or appropriate by the applicable landlord, in its sole discretion. For each day the unauthorized furniture is in the space after being discovered by the property manager, there will be an additional \$20 fine."

Occupant's Care of the Leased Premises and the Property. Occupant agrees to maintain the Leased Premises in the same condition as it was upon occupancy, reasonable wear and tear excepted. Reasonable wear and tear means the same condition the Leased Premises were in at the inception of the term, excluding only minor touch-up painting and/or spackling. Occupant understands that Damages to the Leased Premises is not reasonable wear and tear. On the Ending Date, Occupant agrees to move out and give back the Leased Premises and the Property in as good as condition as of the Starting Date of the Occupancy Agreement. At the Ending Date, Occupant agrees to remove all personal property of Occupant and shall return all keys to Landlord. Any personal property of Occupant's remaining at the Ending Date will be considered to be abandoned by Occupant and may be disposed of by Landlord as Landlord sees fit.

Occupant will:

Keep the Property clean and safe. Occupant will be billed for any Damages to the Property if Occupant, its invitees or guests fail to keep the Property clean and safe.

Get rid of all trash, garbage and any other waste materials as required by Landlord and the law, including, without limitation, putting all trash barrels and recyclables curbside on pickup day and returning the same to trash and recyclable enclosures provided by Master Landlord immediately following pickup on the same day as pickup occurs.

Use care when using any of the electrical, plumbing, ventilation, sprinkler system or other facilities or appliances on the Property.

Tell Landlord immediately of any repairs needed. Occupant will be charged for the cost to repair any Damages caused by Occupant.

Occupant will notify Landlord of any broken smoke detectors. Occupant will pay for any Damages to the Property if Occupant disables the proper operation of smoke detectors.

Occupant will not:

Keep any hazardous, toxic or flammable materials on the Property.

Willfully destroy or deface any part of the Property.

Disturb the peace and quiet of other occupants or neighbors.

Make changes to the Property, such as painting or remodeling, its fixtures, or its appliances without the written permission of Landlord. Occupant understands that any changes or improvements will belong to Landlord and be classified as Damages unless the Occupant receives the Landlord's written permission prior to making the changes to the Property.

Damage Repairs. Occupant also will pay to repair any material Damages to the Leased Premises, the Property, or to any item in or on the Leased Premises or the Property caused by Occupant or Occupant's guests, whether due to lack of care or caused by any non-residential use of the Leased Premises or the Property, or caused by use in excess of normal wear and tear or otherwise. The amount to be paid by Occupant shall be the amount caused by Occupant or if the Damages are to common areas, then Occupant shall pay the total cost to repair Damages with respect to the Property, divided by the number of Beds (as defined in the Master Lease) in the applicable Unit. Master Landlord shall bill Landlord the costs incurred or reasonably expected by Master Landlord to be incurred to repair such Damages in accordance with the terms of the Master Lease, and Landlord shall pay the amount of such costs to Master Landlord within thirty (30) days after billing. Landlord shall bill Occupant directly for its proportionate share of the Damages, and the Occupant shall be obligated to reimburse Landlord directly for such Damages as promptly as practical after the Property is vacated, and in any event within fifteen (15) days following the Ending Date.

Cost to re-key. Occupant will be responsible for all costs associated should there be a need to re-key the Leased Premises/Unit/House. The cost will include the actual labor to re-key the applicable locks, the keys themselves (which could consist of getting a new key for other residents of a building) and other potential charges.

Master Landlord's Care of the Leased Premises. Master Landlord agrees to keep the Leased Premises in reasonable condition and to maintain, replace and repair the Common Areas and the structural parts of the Property, including but not limited to, floors, walls, windows, porches, roof, steps, ceilings, and doors at its cost, except for Damages caused by Occupant or Occupant's guests. Master Landlord agrees to keep all systems, services, facilities and appliances supplied by Master Landlord, including but not limited to, electrical, plumbing, heating, ventilation and air conditioning, water heating, sprinkler and alarm systems, emergency lighting, mechanical systems, sanitary drainage, and all appliances located in the Property in safe and good working order, and shall make all necessary maintenance, repairs and replacements. Master Landlord will use reasonable efforts to make sure that the Leased Premises and Master Landlord's Property are and will continue to be in compliance with all applicable federal, state, and local laws, regulations, codes and ordinances and any maintenance standards required by the College.

Responsibility for Damages to Property and Injury to Persons. Master Landlord is responsible for all damage to property or injury to people that is the fault of Master Landlord or people employed by Master Landlord at the Property. Occupant is responsible for all Damages to the Leased Premises or the Property and injury to people caused by Occupant, or Occupant's family or guests. Occupant agrees that Master Landlord is not responsible to Occupant, Occupant's family or guests for Damages or injury caused by water, snow or ice that comes on the Leased Premises unless Master Landlord has not timely performed its obligations with respect to the same under this Occupancy Agreement. In the event that any Damages occurs to the Common Areas (as defined above), and the cause of such Damages cannot be determined with certainty, but is reasonably believed by Landlord to have occurred due to the actions of the tenants of the Building or any of their invitees or guests, Landlord may repair such Damages and apportion the costs of such repairs among the tenants of the applicable living unit(s), living hall or Building, as determined by Landlord in its sole reasonable discretion.

Right to Enter. Occupant agrees that the College, College's representatives, Master Landlord and Master Landlord's representatives have the right to enter the Property at all times. Master Landlord and Master Landlord's

representatives may inspect, make repairs, do maintenance, and show the Property to others. In cases of emergency, Master Landlord or the College may enter the Leased Premises and the Property without notice. Regular inspections of the Property, including rooms and common areas, will be conducted monthly.

Pets. There are no pets permitted to be kept at the Property.

Parking. Occupant is permitted to have the number of cars parked at the Property as shown in Part I of the Occupancy Agreement. Occupant will make sure that Occupant's car(s) are registered and inspected. Occupant will park only in spaces designated by Landlord.

Fire or Damage to the Property.

Occupant agrees to notify Landlord or Landlord's agent immediately if the Leased Premises is damaged by fire or any other cause. Occupant agrees to notify Landlord or Landlord's agent if there is any condition in the Leased Premises that could damage the Leased Premises or harm Occupant or others. Master Landlord agrees to rebuild or restore the damaged or destroyed parts of the Leased Premises and the Property.

If the Property is partially damaged or destroyed by fire or another casualty, Occupant will continue to live in the undamaged part of the Leased Premises and pay no rent to Landlord until the Leased Premises and/or the Property is repaired, provided that the law allows Occupant to continue living at the damaged property.

If the Leased Premises or the Property is not suitable for Occupant to occupy (as determined by law or by Landlord with the approval of Master Landlord, which shall not be unreasonably withheld), Landlord will, to the extent other properties are available, relocate Occupant to other property, either on a temporary basis (while the damaged Leased Premises is being repaired and restored by Master Landlord) or on a permanent basis, within a reasonable period of time following the fire or casualty, and Occupant shall be obligated to pay rent with respect to such new space in accordance with the terms of this Occupancy Agreement and this Occupancy Agreement shall be amended appropriately to reflect the new space. Rent shall abate until Landlord relocates Occupant to a new space. In the event that Landlord is unable to relocate Occupant as stated above, Landlord shall have the right to terminate this Occupancy Agreement upon written notice to Occupant and Landlord.

Insurance. Master Landlord agrees to have fire and casualty insurance on the buildings located on Master Landlord's Property as described in the Master Lease. Occupant is responsible for Occupant's own property that is located in the Property.

OCCUPANT UNDERSTANDS THAT OCCUPANT'S OWN PROPERTY IS NOT INSURED BY MASTER LANDLORD'S OR LANDLORD'S INSURANCE. OCCUPANT SHOULD GET RENTER'S INSURANCE (FIRE & LIABILITY INSURANCE) TO PROTECT OCCUPANT'S PROPERTY WHICH GETS DAMAGED AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY. THEREFORE, IF OCCUPANT DESIRES TO INSURE PERSONAL POSSESSIONS OR TO INSURE OCCUPANT'S PERSONAL LIABILITY, RENTER'S INSURANCE SHOULD BE OBTAINED.

Governmental Power of Eminent Domain. Eminent domain is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government. If any part or all of the Leased Premises or the Property is taken by eminent domain and cannot be used for student housing, this Occupancy Agreement will end automatically. Landlord and Occupant agree to release each other from any responsibility because the Leased Premises or the Property is taken by eminent domain and the Occupancy Agreement has ended. If any part of the Leased Premises or the Property is taken by eminent domain and can still be used for student housing (as reasonably determined by Master Landlord and Landlord), this Occupancy Agreement will continue and

the rent will be adjusted appropriately. No money paid to Master Landlord for the taking of the Leased Premises or the Property will belong to Occupant, except that Occupant may make a claim for any of Occupants property located at the Property and any moving or relocation expenses.

Default.

WHEN EITHER LANDLORD OR OCCUPANT FAILS TO COMPLY WITH THE TERMS OF THIS OCCUPANCY AGREEMENT, THAT PARTY BREACHES OR VIOLATES THE LEASE.

OCCUPANT SHOULD NOT SIGN THIS OCCUPANCY AGREEMENT UNLESS OCCUPANT HAS READ AND CLEARLY UNDERSTANDS THE INFORMATION IN THIS SECTION ABOUT VIOLATIONS.

Default by Occupant. Occupant breaches this Occupancy Agreement if:

Occupant does not pay rent or other charges to Landlord on time as described in the Addendum.

Occupant leaves the Leased Premises permanently before the end of this Occupancy Agreement without Landlord's permission, except as permitted in the Addendum.

Occupant does not move out when required.

Occupant fails to do anything Occupant agreed to in this Occupancy Agreement.

Occupant commits a crime or violates any applicable law, ordinance or code, other than a summary traffic offense.

Occupant violates the Addendum, Landlord's Rules and Regulations or the College's Code of Conduct.

Non-Payment of Rent: If Occupant breaches this Occupancy Agreement by not paying rent or other charges as required, Landlord cannot evict Occupant (force Occupant to move out) from the Leased Premises without a written notice. Occupant agrees that written notice of FIVE DAYS is sufficient. This means that if Occupant has not moved from the Leased Premises before the sixth day after Landlord has given Occupant and the College written notice, Landlord can file a lawsuit to evict Occupant.

OCCUPANT IS WAIVING OR GIVING UP OCCUPANT'S RIGHTS UNDER THE PENNSYLVANIA LANDLORD AND TENANT ACT OF 1951 TO A LONGER NOTICE TO MOVE OUT.

Other Violations: If Occupant breaches any other term of this Occupancy Agreement, Landlord must give Occupant written notice describing the violation and giving Occupant FIVE DAYS to correct the problem. If Occupant does not correct the problem, Landlord must then give Occupant FIVE DAYS written notice to move from the Property. If Occupant does not move out, Landlord can file a lawsuit to evict Occupant on the sixth day. Occupant agrees that written notice of FIVE DAYS is sufficient.

OCCUPANT IS WAIVING OR GIVING UP OCCUPANT'S RIGHTS UNDER THE PENNSYLVANIA LANDLORD AND TENANT ACT OF 1951 TO LONGER NOTICE TO CORRECT PROBLEMS TO MOVE OUT.

Remedies by Landlord: If Occupant violates the Lease, Landlord may sue each Occupant in court:

TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY OCCUPANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE.

TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION).

TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE OCCUPANCY AGREEMENT OR UNTIL ANOTHER PERSON TAKES POSSESSION OF THE LEASED PREMISES AS A NEW OCCUPANT.

If Landlord wins a lawsuit against Occupant, Landlord can use the court process to take Occupant's personal goods, furniture, motor vehicles, and money in banks.

Occupant agrees that Landlord may receive reasonable attorneys fees as part of a court judgment in a lawsuit against Occupant for breaking the agreements of this Lease.

Default by Landlord. When Landlord breaches or violates this Occupancy Agreement, then Occupant shall provide written notice to Landlord.

Quiet Enjoyment. As long as Occupant is not in default under this Occupancy Agreement applicable to such Occupant beyond any applicable notice and cure period provided herein, Occupant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by anyone claiming by, through or under Landlord, except as expressly permitted by this Occupancy Agreement.

Master Landlord's Right to Mortgage. Subordinate and subordination are legal terms that mean that this Occupancy Agreement does not have any effect upon the rights of Master Landlord's mortgage company. In other words, Occupant's rights under this lease are subordinate to Master Landlord's mortgage company. If Master Landlord does not make the mortgage payments, the mortgage company may have the right to end Master Landlord's ownership of the Leased Premises. If the mortgage company sells Master Landlord's Property at a mortgage foreclosure sale, the Occupancy Agreement may end. Occupant agrees that Master Landlord has the right to mortgage the Leased Premises. If Master Landlord has a mortgage on Master Landlord's Property now, or if Master Landlord gets a mortgage in the future, Occupant agrees that this Lease is subordinate to Master Landlord's mortgage but that Master Landlord shall require Master Landlord's mortgage company to agree to not disturb Occupant's possession of the Leased Premises or terminate this Occupancy Agreement as long as Occupant is not in default of this Occupancy Agreement.

Sale of Master Landlord's Property.

Master Landlord may transfer this Occupancy Agreement to another Master Landlord only according to the terms in the Master Lease. If Master Landlord sells the Property, on the date of settlement, Master Landlord will give Occupant in writing the name, address, and phone number of the new Master Landlord. Occupant shall continue to pay rent and any other occupancy charges and fees to Landlord according to the Addendum.

Occupant agrees that this Occupancy Agreement remains the same with the new Master Landlord.

Occupant understands that Master Landlord will have no duties regarding this Occupancy Agreement after Master Landlord's Property has been sold.

Master Landlord agrees to require any new Master Landlord, as a condition of sale, to take on Master Landlord's duties under this Occupancy Agreement and to honor them.

Assigning, Subleasing and Transfer. Assignment (or assign) is a legal term for a transfer of the lease from Occupant to another person. This other person would then become Landlord's new tenant and takes over the lease.

Occupant agrees **not** to transfer or assign this Occupancy Agreement to anyone else without the written permission of Landlord. A sublease is a separate lease between Occupant and another person who leases all or a part of the Leased Premises from Occupant. Occupant agrees **not** to sublease all or part of the Leased Premises without the written permission of Landlord. Occupant agrees that if Occupant transfers or subleases all or part of the Leased Premises to another without Landlord's consent, Occupant has violated this Occupancy Agreement.

Notices. The parties will give all notices, demands and requests as required in this Occupancy Agreement to the other in writing at the addresses listed in Part I of the Occupancy Agreement, and will be considered to be given when delivered by hand, or national recognized overnight courier guaranteeing overnight delivery or mailed, postage prepaid, registered or certified mail return receipt requested.

Severability. If any part of this Occupancy Agreement is considered to be unenforceable, the remaining parts of this Occupancy Agreement will be enforceable and effect as though any unenforceable part or parts were not written into this lease.

Headings. The headings in this Occupancy Agreement are meant only to make it easier to find the paragraphs.

Entire Agreement. This Occupancy Agreement and the Exhibits and Riders attached and marked in Part I of the Occupancy Agreement represent the final and complete agreement between Landlord and Occupant. Any oral or written promise made by either party prior to the signing of this Occupancy Agreement and not included in this Occupancy Agreement is not enforceable. Any changes to this Occupancy Agreement must be made in writing, agreed upon by the Landlord and Occupant.

Signatures. This Occupancy Agreement may be signed in separate counterparts, meaning that each party can sign on a separate signature page. This Occupancy Agreement may also be signed by facsimile signature.

[SIGNATURE PAGE FOLLOWS]

THIS OCCUPANCY AGREEMENT IS A LEGAL CONTRACT. IF OCCUPANT HAS ANY LEGAL QUESTIONS, OCCUPANT IS ADVISED TO TALK TO A LAWYER BEFORE SIGNING THIS OCCUPANCY AGREEMENT.

BY SIGNING THIS OCCUPANCY AGREEMENT, EACH OCCUPANT AGREES THAT OCCUPANT HAS READ AND UNDERSTANDS ALL OF THE TERMS IN THIS AGREEMENT.

BY SIGNING THIS PART II OF THE OCCUPANCY AGREEMENT, THE PARTIES BELOW AGREE THAT THEY ARE AUTHORIZED TO SIGN THIS AGREEMENT AND HAVE READ AND UNDERSTAND ALL OF THE TERMS ABOVE.

LANDLORD:

FRANKLIN & MARSHALL COLLEGE

By: _____

Printed Name: _____

Title: AVP for Auxiliary Services

Date: _____

OCCUPANT:

(Signature)

Printed Name: _____

Date: _____

RIDER**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards****Address of Leased Premises:**

The Residential Lead-Based Paint Hazard Reduction Act says that any Master Landlord of property built before 1978 must give Occupant an EPA pamphlet titled *Protect Your Family from Lead in Your Home*. Master Landlord also must tell Occupant and the Agent for Master Landlord what Master Landlord knows about lead-based paint and lead-based hazards that are or on the property being rented. Master Landlord must tell Occupant how Master Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Master Landlord of pre-1978 structure must also give Occupant any records and reports that Master Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. The Act does not apply to housing built in 1978 or later.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Master Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Occupants must also receive a federally approved pamphlet on lead poisoning prevention.

A. Landlord initial one:

 √ Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the Property:
OR

 Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Occupant any other information Landlord has about the lead-based paint and lead-based hazards:

B. Landlord initial one:

 √ Landlord has no reports or records about lead-based paint or lead-based hazards at the Property:
OR

 Landlord has given Occupant all available records and reports about lead-based paint or lead-based paint hazards at the Property. List records and reports: _____

C. Occupant initial all that are true:

 √ Occupant received the pamphlet, *Protect Your Family from Lead in Your Home*.
 Occupant read the information Landlord gave in paragraphs (A) and (B) above.
 Occupant received all records and reports that Landlord listed in paragraph (B) above.

D. Landlord and Occupant certify to the accuracy of their statements to the best of their knowledge.

LANDLORD:

FRANKLIN & MARSHALL COLLEGE

By: _____

Printed Name: _____

Title: AVP for Auxiliary Services

Date: _____

OCCUPANT:

(Signature)

Printed Name: _____

Date: _____

EXHIBIT A

ADDENDUM TO OCCUPANCY AGREEMENT

PLEASE READ THIS ADDENDUM CAREFULLY BEFORE SIGNING YOUR OCCUPANCY AGREEMENT. A STUDENT WHO SIGNS THE OCCUPANCY AGREEMENT IS BOUND TO ALL THE TERMS OF THIS ADDENDUM.

This **Addendum** establishes specific financial and other relationships between the College and the student, including occupancy of a room in College-approved off-campus housing. This Addendum covers the period of the academic year

The College endeavors to provide students with a comfortable residential environment in the off-campus housing units conducive to personal interaction, relaxation and learning. Students who occupy a room in an off-campus housing unit are provided fully-furnished apartment-style living with kitchen facilities, as well as maintenance as described in the Occupancy Agreement. The students who occupy the housing unit will be responsible for all housekeeping responsibilities and will keep the unit clean and clear of any trash or debris.

AGREEMENT TERMINATION

Agreements and applicable addenda are **not** terminated, except for extraordinary circumstances in which a student's mental or physical health necessitates a College-prescribed leave of absence or removal from College housing. A student seeking termination of an agreement has the burden of establishing the existence of extraordinary circumstances through a medical or psychological report. The College, in its sole discretion, shall determine through an appropriate College official (*i.e.*, the Director of Student Health Services or the Clinical Director of Counseling Services) whether any such report is sufficient to justify a termination and whether the student's mental or physical health necessitates a termination. An agreement shall not be deemed terminated until the student has obtained prior written approval from the College Director of Housing. Any student who has contracted for a room pursuant to the Occupancy Agreement attached hereto and moves off campus without written authorization from the College Director of Housing is responsible for full payment of room pursuant to the Occupancy Agreement.

ROOM SUBLET AND REASSIGNMENT

A student is not permitted to sublet his or her room nor knowingly permit any unauthorized person to occupy the room.

The College reserves the right to reassign a student to any room or to terminate this contract when, in the judgment of the College, such action is necessary to maintain College standards and College programs.

WITHDRAWALS, LEAVE OF ABSENCE AND DISMISSALS

A student who withdraws or is dismissed during the academic year must vacate the room and return all keys within 24 hours after the date of withdrawal, leave of absence or dismissal. Failure to check out could result in the assessment of additional fees/charges as more fully described in the Occupancy Agreement. Students withdrawing from the College must complete the Notice of Withdrawal form available in the Office of the Dean of the College. If the requisite written Notice of Withdrawal is given, the College will refund tuition and room fees previously paid by the student, as outlined in the Catalog, less administrative costs. Board fees paid by the student are refunded in case of withdrawal in the amount of the weekly rate for board times the number of full weeks remaining in the semester at the time of withdrawal.

LIABILITY

The College shall not be liable for any loss or Damages to property left in a room after the room has been vacated by the student; nor shall the College be liable for loss or Damages to property resulting from fire, theft, flood, water Damages from sprinkler system release, or any other cause, or for personal injuries occurring within a student's room unless caused by or resulting from the negligence of the College's agents or employees. All students are responsible for insurance coverage for the possessions in their rooms.

PAYMENTS OF DEPOSITS

Failure of a new student, including one returning to campus after having withdrawn for any reason, to submit the General Matriculation Deposit disqualifies the student from consideration for housing. Failure of a currently enrolled student to satisfy a "financial hold" place on their account by the Business Office may result in the student's forfeiture of his or her assigned room.

ROOM ENTRY

The College, or its agents or employees, may enter a student's room for the purpose of: examining the condition thereof, making repairs as needed, inspection for health or safety reasons, or enforcing this addendum and/or rules and policies of the College.

REGULATIONS

Specific information and regulations for College housing are found in the Franklin and Marshall College Life Manual. However, the following regulations need special emphasis:

A student MAY NOT:

- a) Use the room, common areas or any other areas of College housing for any disorderly purpose or in such a manner as to interfere with the rights of other students in their academic pursuits.
- b) Use musical instruments (specifically, electric guitars, drums or keyboards) or other items, in a manner which causes excessive noise or distraction in off-campus housing and interferes with other residents in their academic and social pursuits. Drum sets are prohibited in off-campus housing.
- c) Participate in sports games in off-campus housing.
- d) Damage the room, Common Areas, or any other areas of off-campus housing or furnishings, reasonable wear and tear excepted. This includes utilizing any off-campus furnishings anywhere but the interior of the Leased Premises. Fines will be assessed to the student for any and all Damages caused by a student, its invitees or guests in the room, Common Areas, or any other areas of off-campus Housing or furnishings.
- e) Pets of any kind are not permitted in off-campus housing.
- f) Keep, use or possess in the room/unit firearms, including B.B. guns, pellet guns, paint ball guns, fireworks or any other dangerous weapons, including knives, swords, etc., or keep, use or possess any materials or substances which are prohibited by law or possession of which is punishable by fine or imprisonment.
- g) Keep or use electrical appliances in the room/unit specifically prohibited by the Occupancy Agreement.
- h) Tamper with fire alarm, sprinkler head systems or fire extinguisher systems. Students will be billed for any

Damages caused by a student, its invitees or guests tampering with the fire alarm, sprinkler head system or fire extinguisher system.

- i) Install a satellite dish or direct TV dish in or on any part of the property.
- j) Install furniture or bedding other than that provided pursuant to the Occupancy Agreement.
- k) Violate the College or state recycling regulations. All trash must be separated and placed in the appropriate containers.
- l) Smoke in any part of the unit. Students will be billed for any Damages caused by a student, its invitees or guests smoking in any part of the room, Common Areas, or any other areas of off-campus Housing or furnishings.
- m) Burn candles or incense. Students will be billed for any Damages caused by a student, its invitees or guests burning candles or incense in any part of the room, Common Areas, or any other areas of off-campus Housing or furnishings.
- n) Stay inside any residential space (including rooms and common areas) once a fire alarm has sounded. Everyone must vacate in a prompt and orderly fashion, remaining outside of the building until College or City officials allow re-entry.

Each student must comply with all state, federal or municipal statutes, ordinances and regulations which are or may become applicable to the room/unit or to the activities conducted therein, and with College regulations now in force or hereafter adopted with respect to the use and occupancy of the room/unit, which regulations the College reserves the right to adopt and modify.

Nothing in this addendum shall be construed in such a way as to relieve the student from responsibility to abide by the rules and regulations of the College as set forth in Franklin & Marshall's College Life Manual and other official publications of the College or the Occupancy Agreement attached hereto and made a part hereof. **The College may, at its discretion, impose sanctions for violations of the Occupancy Agreement and its addenda in addition to those listed herein including, but not limited to, removal of a student from on-campus or off-campus housing and placement into alternative housing for violation of this or other policies adopted by the College.**

FINAL REMINDER

A student who signs the Occupancy Agreement and applicable addenda is bound to all terms therein for the full academic year.

ACKNOWLEDGED AND AGREED:

OCCUPANT

(Signature)

Printed Name:

Date:

EXHIBIT B

NEIGHBORHOOD RESIDENCY POLICY

Franklin & Marshall College seeks to be engaged in a positive way in the civic, economic and cultural life of the City and County of Lancaster. The College also aims to foster in its students qualities of character so that they may contribute meaningfully to their communities and their world. It expects that students will learn about the values of community service and civic engagement. The Ware Institute for Civic Engagement, the Center for Public Opinion Research, the Center for Liberal Arts and Society and the Local Economy Center, among others, are tangible manifestations of this part of the institution's mission.

The Neighborhood Residency Policy outlined below should be understood as part of the College's commitment to teach its students how they can contribute to their communities. The policy delineates behaviors that violate this spirit of being good neighbors as well as the consequences of these violations.

The Alcohol and Drug Policies reprinted below also apply to students resident in all College-approved housing, including but not limited to College Row, College Hill, the James Street Properties and fraternity houses.

The Judicial Officer or panel has the responsibility to determine the enforcement of this policy and its outcomes. Further, the College may, at its discretion, impose additional sanctions including, but not limited to, removal of a student from on-campus or off-campus housing and placement into alternative housing for violation of this or other policies adopted by the College.

Minor Violations

First violation - No Strike

Subsequent violations - One Strike

Including but not limited to:

- Failure to observe the trash removal policies delineated in the lease agreement
- Failure to observe the property maintenance policies as described in the lease agreement
- Noise violations

Major Violations - two or one strike(s)

Including but not limited to:

- Hosting a party that violates the lease agreement
- Noise violations after 11 p.m. during the week and 1 a.m. on Friday and Saturday nights.

Major Violation - three strikes

Including but not limited to:

- Distribution of illegal drugs from or on the property.

Policy Violation Outcomes

One Strike - Sanctions

- Coach notification
- Disciplinary Reprimand
- \$100 Fine
- Two Strikes - Sanctions

- Disciplinary Probation and Warning of Removal
- Coach notification
- Off-campus alcohol/drug assessment
- \$200 Fine

Three Strikes - Sanctions

- Removal from College Housing
- Suspension for one or two semesters
- Expulsion

ALCOHOL POLICY

Minor Violations

First violation - No Strike

Subsequent violations - One Strike

Including but not limited to:

- Underage consumption/possession/transportation of beer/wine
- Drinking or possession of an open container of beer/wine in any public area unless explicitly authorized, regardless of possessor's age

Major Violations - Two or One Strike(s)

Including but not limited to:

- Underage consumption/possession/transportation of hard alcohol
- Drinking or possession of an open container of hard alcohol in any public area unless explicitly authorized, regardless of possessor's age
- Inducing or coercing others to consume alcohol
- Purchasing alcohol for minors or serving alcohol to minors

Major Violation - Three or Two Strikes

Including but not limited to:

- DUI

DRUG POLICY

Minor Violation - One Strike

Including but not limited to:

- Possession of drug paraphernalia (bongs, pipes, or other items used specifically to consume, inhale, smoke, or inject illegal or controlled substances, etc.)

Major Violation - Three, Two or One Strike(s)

Including but not limited to:

- Possession and/or use of illegal drugs, controlled substances or other's prescription drugs.
- Inducing or encouraging others to consume illegal substances

Major Violation - Three Strikes

Including but not limited to:

- Dealing or distributing illegal drugs, controlled substances or prescription drugs.

Alcohol and Drug Policy Violation Outcomes

Minor Alcohol Policy Violation - Sanctions

- Parent and Coach notification
- Disciplinary Reprimand
- E-CHUG or Alcohol education class (\$35 fee)

One Strike - Sanctions

- Parent and Coach notification
- Disciplinary Reprimand
- \$100 Fine
- E-CHUG or Alcohol education class (\$35 fee)

Two Strikes - Sanctions

- Deferred Suspension for one year* - notation on student's transcript
- Parent and Coach notification
- Two semester loss of housing option (no suite housing – no off-campus)
- Off-campus alcohol/drug assessment
- \$200 Fine

Three Strikes - Sanctions

- Parent and Coach notification
- Permanent loss of housing option - (no suite housing - no off-campus)
- One of the following:
 - Suspension for one or two semesters (no refund) -- must complete a certified treatment program as a condition of return. Notation on student's transcript
 - Expulsion

* During the period of Deferred Suspension, if student is found in violation of any College policy, the student will be immediately suspended from the College.

•• A strike will be forgiven one calendar year from the date of the initial violation, provided that the student has not violated any College alcohol policy during that time (one year). For each subsequent 100 consecutive day period without violations, an additional single strike will be removed.

•• Students who are under the influence of alcohol or drugs while seeking medical assistance for another student in need, will not be subject to sanctions of this policy for being under the influence of alcohol or drugs.

In agreement of the above, and intending to be legally bound, we have signed below:

ACKNOWLEDGED AND AGREED:

OCCUPANT

(Signature)

Printed Name:

Date:

EXHIBIT C

CITY OF LANCASTER REQUIRED ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

BACKGROUND

This Required Addendum to Residential Rental Agreement (this “Addendum”) is made and is incorporated into and shall be deemed to amend and supplement the (Residential) Occupancy Agreement made by the undersigned Tenant and Franklin & Marshall College (“Landlord” or “College”) dated of even date herewith (the “Occupancy Agreement”). This Addendum is required by the Residential Rental Licensing and Inspection Ordinance of the City of Lancaster (the “Act”).

In the event of any conflict between the terms of the Occupancy Agreement and this Addendum, the terms set forth in the Occupancy Agreement shall control.

COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the Occupancy Agreement, Landlord and Tenant hereby covenant and agree as follows:

A. Master Landlord’s Obligations.

1. The Landlord will use reasonable efforts to keep and maintain the Leased Premises in compliance with all applicable Codes and Ordinances of the City of Lancaster and all applicable state laws and shall keep the Leased Premises in good and safe condition.
2. The Landlord’s contact information is:

Wesley Pontius
SILVERANG DEVELOPMENT COMPANY
Woodlands Center,
900 East 8th Avenue Suite 300
King of Prussia, PA 19406
(610) 263-0134
WPontius@sanddlawyers.com

Nathan Andros
JAMES STREET HOUSING, LP
448 West James Street
Lancaster, PA 17603
(717) 947-7453
Nate@jamesstreethousing.com

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, subject to the express terms and conditions of the Occupancy Agreement.

B. Tenant’s Obligations.

1. The Tenant shall comply with all applicable Codes and Ordinances of the City of Lancaster and all applicable state laws.
2. The Tenant agrees that the maximum number of unrelated persons permitted with the Leased Premises (i.e., the “Residential Rental Unit” as defined in the Act) at any time shall be three (3), unless a more restrictive provision is established in the Occupancy Agreement, or unless a higher number has been specifically allowed in a City Zoning Permit.

3. The Tenant shall dispose of all rubbish, garbage and other waste from the Leased Premises by a permitted refuse hauler in a clean and safe manner, and shall separate and place for collection all recyclable materials in compliance with applicable City of Lancaster ordinances.
4. The Tenant recognizes that three (3) or more Disruptive Conduct Reports (as defined in the Act) in a one (1) year period will result in eviction from the Leased Premises under the Act. The Tenant recognizes that s/he is responsible for the behavior of the guests at the Leased Premises and shall not permit them to engage in disruptive conduct.
 - a. "Disruptive conduct" is defined as a form of conduct, action, incident or behavior perpetrated, caused or permitted by an Occupant (i.e., any person over one year of age living and sleeping in a residential unit or having actual possession of such residential rental unit) or guest of the Leased Premises that:
 - i. is a violation of the Ordinances of the City of Lancaster and that is so loud, untimely as to the time of day, offensive and/or nuisance-causing that it unreasonably interferes with the peaceful enjoyment by other persons of their premises or causes damage to property that is owned by others;
 - ii. involves music or noise that is disruptive to persons occupying a different dwelling unit;
 - iii. involves music that is audible from a street, sidewalk or dwelling from a minimum distance of 50 feet from the premises where the sound is originating;
 - iv. is the subject of a criminal citation for Disorderly Conduct;
 - v. is the subject of a criminal citation under the Pennsylvania Crimes Code or the Pennsylvania Liquor Code; or
 - vi. involves the illegal possession of a controlled substance or drug paraphernalia as defined by the Crimes Code or the Controlled Substance, Drug Device and Cosmetic Act.
5. The Tenant shall not cause, nor permit nor tolerate to be caused, Damages to the Leased Premises, reasonable wear and tear excepted.
6. The Tenant agrees to make the Leased Premises available for a scheduled inspection by the City Code Enforcement Officers during reasonable hours, after the Tenant receives advance notice from the Owner (or Owner's representative) of the Leased Premises that the City has requested such an inspection.
7. The Tenant acknowledges and agrees that his/her tenancy is subject to the provisions of the Residential Rental Licenses and Inspection Ordinance of the City of Lancaster, and that failure to comply with such ordinance may result in the eviction of occupants

ACKNOWLEDGED AND AGREED:

OCCUPANT

(Signature)

Printed Name:

Date:

EXHIBIT D

These Rules and Regulations are a part of the Occupancy Agreement to which they are attached. Occupant is responsible for abiding by all Laws, Ordinances, Property Rules, Regulations and Expectations.

Occupant and its invitees and guests agree to abide by all Rules and Regulations for the Leased Premises. If Occupant and/or his or her invitees violate any rules or regulations for the Leased Premises, Occupant will be in violation of the Occupancy Agreement.

Occupant is responsible for all federal, state and local laws, Borough or Township Ordinances, Codes and Regulations.

Except for furniture furnished by Landlord, no tenant shall be permitted to place, maintain or store any furniture of any type or material at his or her unit without the prior written consent of the Property Manager. Evidence of a bill of sale/receipt within the last 30 days is required. This provision applies to all units, whether furnished or unfurnished, within the Landlord's off-campus property portfolio.

Occupant is specifically and solely responsible for any and all costs/expenses incurred due to failure to abide by laws, ordinances and regulations. Any costs/expenses incurred by Landlord due to Occupant violations and the charges that may follow—including, but not limited to City of Lancaster Fire Department dispatch and security/monitoring runner charges—will be charged to and will be paid by Occupant as additional rent due.

Occupant will dispose of all trash, garbage and any other waste materials as required by Landlord and the law including, without limitation, placing all trash barrels and recyclables curbside on pickup day and returning the same to trash and recyclable enclosures provided by Landlord immediately following pickup on the same day as pickup occurs.

Exterior of premises must be clean and free of debris. Any trash that is left in the property and/or outside the property on the grounds, porches, balconies or in the hallways of the Leased Premises will be removed and the Occupant(s) responsible for the trash will be charged at the rate of \$25.00 per item or a minimum charge of \$50.00.

Smoking inside any part of the Leased Premises is prohibited.

No illegal activity, including but not limited to drug use or sale, shall be permitted on Leased Premises. Occupant will not cause or allow to be caused any activity that may disturb or be considered a nuisance by neighbors, including passersby or people in the same building or in nearby buildings.

Keg parties, kegs and party-balls are strictly prohibited. The Property Manager will immediately notify all college administrators necessary upon the finding of such items.

Occupant must at all times abide by the use of alcohol policy as promulgated by Franklin & Marshall from time to time. A copy of the current policy as contained in the Franklin & Marshall College Life Manual is attached hereto as Exhibit C.

Occupant is expected to be reasonable and considerate (adult) and respectful with all persons in the neighborhood. Occupant is expected to not misuse and/or abuse other neighbors' property.

Attics, basements and garages are not for Occupant's use unless permission is given to Occupant by Landlord in writing. Storing property owned by any person who is not listed on the Occupancy Agreement is prohibited.

Occupant will not store anything in Common Areas, hallways, fire escapes, or outside of building without Landlord's written consent. Damages to such areas are considered the same as damage to Leased Premises and Occupant will be billed for Damages occurring in the Common Areas, hallways, fire escapes or outside of the building.

Occupancy by more than the number of people specified in the Occupancy Agreement is not allowed without prior written consent of Landlord.

Occupant will not make any alterations to the Leased Premises or do any painting to the Leased Premises without the prior written consent of Landlord.

Occupant will keep Leased Premises, including appliances, clean and free from insects, rodents and other vermin at all times. Floors will be kept mopped or swept and vacuumed if carpeted.

Dartboards are not permitted in the Leased Premises.

Oil filled space heaters are not permitted in any Leased Premises. Only space heaters with thermostatic controls and automatic shutoff features will be permitted.

Waterbeds or any other liquid-filled furniture are not permitted in the Leased Premises.

Grills and similar cooking devices may only be utilized by Occupant outside of the Leased Premises. The grill must be positioned at least 15 feet from any structure, including garages, neighboring properties, etc. and can only be utilized if the exterior permits such placement.

Fire pits including the iron precast pits are prohibited from any Leased Premises.

Occupant is not permitted to place any furniture provided by Landlord outdoors. If such furniture is found outside, it will be deemed to be purchased by the occupant. Occupant will bear the replacement cost upon moving out of the Leased Premises out of Occupant's posted deposit.

Landlord has installed smoke detectors on Leased Premises. If at any time, Landlord or Landlord's agent shall discover smoke detectors to not be in working order, covered, or tampered with, Occupant shall be considered in breach of the Occupancy Agreement and subject to a charge of \$75.00 per occurrence.

All keys given to Occupant or made for Occupant shall be returned to Landlord upon termination of the Occupancy Agreement. Absolutely no additional locks of any kind may be installed without Landlord's prior consent and, in the event of the installation of additional locks, Occupant will furnish copies of said keys to Landlord. If Landlord opens Leased Premises after an accidental lockout, Landlord may charge \$15.00 during Business Hours (as hereinafter defined). Business Hours are defined as Monday through Friday 8:00 am to 4:00 pm. If Occupant is locked out after Business Hours he or she will be required to call Wizard Lock (717-299-2385) or A-1 Locksmith (717-291-9071) (collectively the "Locksmith") to open the Leased Premises. Occupant will be billed through their student account for all fees incurred by the Locksmith for opening the Leased Premises. Such fees will not exceed One Hundred Fifty and XX/100 Dollars (\$150.00). Occupant will also be responsible to pay for any damage to the Leased Premises caused by the Locksmith while opening the Leased Premises. At termination of the Occupancy Agreement, Occupant will leave the Leased Premises, including all appliances, clean and in good repair and will return all keys. All utilities will be transferred into the name of a holdover Occupant or back to the Landlord's name.

If the Leased Premises is not clean when Occupant takes possession, please contact Landlord immediately and Landlord will address the situation at the earliest possible time. Occupant will remain responsible to properly clean the Leased Premises prior to vacating the Leased Premises before the end of the Occupancy Agreement.

Occupants shall pay a service charge of \$50.00 if a check given to pay rent, utilities, or Damages is returned for insufficient funds or other cause within the control of Occupant. Upon receipt of a returned check, Landlord reserves the right to refuse payments by check and require all future payments to be in cash, certified funds, or by money order.

All trash is to be placed in the trash receptacles at least weekly. Normal household trash ONLY shall be placed in the rear of the Leased Premises. Occupant will arrange for disposal of other items at Occupant's expense. Occupant will comply with all ordinances and rules concerning recycling.

Occupant agrees that Occupant will not keep any pets on the Leased Premises other than as referenced in the Addendum to the Occupancy Agreement. Occupant agrees that Occupant will not allow guests or others to have or bring pets onto the Leased Premises. If any pet is found, it must be removed immediately, and may not be kept at any other location within the James Street Properties. A charge of \$100.00 per pet, per month, retroactive to the beginning of the Occupancy Agreement will be charged as additional rent due. For each day the unauthorized pet is in the space after being discovered by the property manager, there will be an additional \$20 fine.

At no time are motor vehicles or any type allowed on the grass, porches, or sidewalks.

In agreement of the above, and intending to be legally bound, we have signed below:

ACKNOWLEDGED AND AGREED:

OCCUPANT

(Signature)

Printed Name:

Date:

EXHIBIT E

PHILOSOPHY

Franklin & Marshall College is committed to maintaining a healthy and safe environment that promotes respect for oneself and others, zero tolerance for disruptive behavior resulting from alcohol and other drug abuse, and compliance with the law. Substance abuse is uniformly and consistently addressed through practice, policy, enforcement, education, and treatment. The entire campus community shares responsibility to eliminate alcohol and other drug abuse and the consequences of abuse. The mission of the College is supported by these community standards.

The College expects each student as well as all faculty and employees to obey federal, state, and local laws considering alcoholic beverages. Students, faculty, and employees who are legally privileged to use alcohol are expected to do so in a way that does not bring discredit upon themselves or the College or interfere with the rights, freedoms, or safety of others. The College further stresses that any student who illegally uses alcoholic beverages is subject to the jurisdiction of the civil authorities as well as College disciplinary procedures. The College defines its relationship with students in this area as non-custodial and stresses that there is no “special relationship” created by their status as students as it pertains to the law. The College will take no responsibility for any actions taken by students who have been drinking, whether on or off campus.

COLLEGE EXPECTATIONS

Students and their guests who are 21 and older may consume alcoholic beverages in their rooms. However, excessive volumes of alcohol are prohibited in College-owned residential facilities in which students reside, and at activities in College-owned residential facilities and on campus grounds that have not been registered with and approved in advance by College officials. All social events on campus at which alcohol may be consumed must be registered with and approved in advance by the appropriate College official.

- Alcohol may not be consumed by students in the following areas of campus: academic and administrative buildings, Mayser Center, the athletic fields, and North Campus (except for appropriately licensed retail operations)
- Individuals may not carry alcoholic beverages in an open container on campus property except at registered College functions at which approval has been expressly granted for such behavior.
- Open containers of alcohol are prohibited on City streets.
- In accordance with state law, College employees (including House Advisors) may not serve alcohol to minors or purchase alcohol for consumption by minors.
- College monies may not be used for purchasing alcoholic beverages for underage students, and alcoholic beverages may not be sold on campus or by any student group.
- The College very strongly discourages students from taking part in drinking games and prohibits the consumption of grain alcohol since both activities have led to alcohol abuse and critical medical situations for our students in the past.
- Students who do not conform to these expectations will be subject to disciplinary action and confiscation of alcoholic beverages and alcoholic containers(if applicable) by the Department of Public Safety and for referral for disciplinary action. Moreover, students who are drunk and/or disorderly, whether in possession of alcohol or not, will also be referred for disciplinary action. **Intoxication will not be an excuse for misbehavior; indeed, misbehavior while intoxicated may be dealt with more strongly than simple misbehavior.** Depending on the nature and severity of the offense, College officials will impose sanctions consistent with College Policy, local, state, and federal law. Possible sanctions include expulsion from the College and are further described under the heading “Disciplinary Actions and Penalties,” above.

ALCOHOL/DRUG POLICY SANCTIONS

Franklin & Marshall College is committed to maintaining a healthy and safe environment that promotes respect for oneself and others. The College is committed to the implementations of a program to prevent unlawful possession, use, or distribution of illicit drugs and alcohol by its students, on or off the premises or as part of any of its activities.

The Judicial Officer or panel has the discretion to determine the enforcement of this policy and its outcomes.

ALCOHOL POLICY

Minor Violations

First Violation: No Strike

Subsequent Violations: One Strike

Violations include but are not limited to:

- Underage consumption/possession/transportation of beer/wine
- Drinking or possession of an open container of beer/wine in any public area unless explicitly authorized, regardless of possessor's age

Major Violations

Each Violation: Two or One Strike(s)

Violations include but are not limited to:

- Underage consumption/possession/transportation of hard alcohol
- Drinking or possession of an open container of hard alcohol in any public area unless explicitly authorized, regardless of possessor's age
- Inducing or coercing others to consume alcohol
- Possession of an unregistered keg or beer ball on College property
- Purchasing alcohol for minors or serving alcohol to minors

Major Violations

Each Violation: Three or Two Strikes

Violations include but are not limited to

- DUI

DRUG POLICY

Minor Violations

Each Violation: One Strike

Violations include but are not limited to:

- Drug paraphernalia (bongs, pipes, or other items used specifically to consume, inhale, smoke, or inject illegal or controlled substances, etc)

Major Violations

Each Violation: Three, Two, or One Strike(s)

Violations include but are not limited to:

- Possession and/or use of illegal drugs, controlled substances, or other's prescription drugs
- Inducing or encouraging others to consume illegal substances

Major Violations

Each Violation: Three Strikes

Violations include but are not limited to:

- Dealing or distributing illegal drugs, controlled substances, or prescription drugs

Policy Violation Outcomes

Minor Alcohol Policy Violation - Sanctions

- Parent and Coach notification
- Disciplinary reprimand
- E-CHUG or Alcohol Education Class (\$35 fee)

One Strike - Sanctions

- Parent and Coach notification
- Disciplinary reprimand
- E-CHUG, E-TOKE, or Alcohol Education Class (\$35 fee), or Substance Use Assessment
- \$100 Fine

Two Strikes - Sanctions

- Parents and Coach notification
- Two-semester loss of housing option (no suite or waiver)
- Deferred Suspension for one year with notation on student's transcript
- Substance Use Assessment
- \$200 fine

Three Strikes - Sanctions

- Parent and Coach notification
- Permanent loss of housing option (no suite or waiver)
- One of the following:
 - Suspension for one or two semesters without refund, with completion of a certified treatment program as a condition of return; notation on student transcript
 - Expulsion

*During the period of Deferred Suspension, if the student is found in violation of any College policy, the student will immediately be suspended from the College.

A strike will be forgiven one calendar year after the date of the initial violation, provided that the student has not violated any College alcohol or drug policy during that one-year period. For each subsequent 100-consecutive-day period without violations, an additional strike will be removed.

Students who are under the influence of alcohol or drugs while seeking medical assistance for another student in need will not be subject to sanctions of this policy for being under the influence of alcohol or drugs.

POLICY REVIEW AND AMENDMENT

The Office of the Dean of the College will oversee the periodic review of the College's alcohol policy to assess the alcohol policy's effectiveness and ensure that disciplinary sanctions are consistently enforced.

PENNSYLVANIA LAW

1. All persons while in the Commonwealth of Pennsylvania are subject to the Pennsylvania Liquor and Penal Code.
2. It is illegal for anyone who has not reached the age of 21 to possess, transport, or drink alcoholic beverages in Pennsylvania.
3. The law also prohibits the selling or furnishing of alcoholic beverages of any kind to persons under 21 years of age by any agency or any person. 'Furnish' is defined as: "To supply, give, or provide to, or allow a minor to possess on premises or property owned or controlled by the person charged (Pennsylvania Crimes Code, 1986).
4. In addition, it is unlawful to misrepresent one's age to any person to obtain alcoholic beverages or to represent to any person that a minor is of age.
5. Further, it is unlawful to transport liquor that was not purchased, obtained, or possessed according to Pennsylvania law.
6. It is illegal to possess, manufacture, or sell a false ID card whether or not the card is used to obtain alcoholic beverages. It is also illegal to attempt to obtain alcoholic beverages by using another person's ID card.
7. The law has been interpreted to mean that no person under 21 years of age may pay assessments that will be used in whole or part for the purchase of alcoholic beverages.
8. Finally, it is against the law to charge admission to an event at which alcohol is being served (or to sell alcoholic beverages) without a liquor license. The College does not have a liquor license. All students should be aware of the following sections of the 1986 revision of the Pennsylvania Crimes Code, Title 18, Act 31: Liquor Law Violations and Penalties.

Section 6307 Misrepresentation of Age:

A person, being under the age of 21, knowingly and falsely represents himself to be 21 years of age or older...for the purpose of procuring or having furnished to him, any liquor or malt or brewed beverages...FIRST OFFENSE: Summary violation, \$300 fine and suspension of driver's license for 90 days. SUBSEQUENT OFFENSE(S): Misdemeanor III, \$500 fine, suspension of license for 1-2 years. MANDATORY SENTENCING

Section 6308 Possession and Transportation:

A person...less than 21 years of age, attempts to purchase, purchases, consumes, or possess, or knowingly and intentionally transports liquor... Parents notified of arrest. FIRST OFFENSE: \$300 fine, suspension of license for 90 days. SUBSEQUENT OFFENSE(S): \$500 fine, suspension of license for 1-2 years.

Section 6309 Representing that a Minor is of Age:

(i.e. a person other than yourself): ...guilty of a misdemeanor of the third degree if he knowingly, willfully, and falsely represents to any licensed dealer, or any other person any minor to be of full age, for the purpose of inducing...to sell, furnish any liquor...to the minor. PENALTY \$300-2,500 fine, one-year imprisonment or both. MANDATORY SENTENCING.

Section 6310 Inducement of Minors to Buy Liquor:

...misdemeanor of the third degree if he hires or requests or induces any minor to purchase, or offer to purchase liquor...from a...licensed dealer for any purpose. PENALTY: as in section 6309 above. MANDATORY SENTENCING.

Section 6310.1 Sentencing or Furnishing to Minors:

A person...intentionally and knowingly sells...or furnishes, or purchases with the intent to sell or furnish, any liquor...to a person...(under the age of 21). FIRST OFFENSE: Misdemeanor III, \$1000-2,500 fine, one year imprisonment, or both. Subsequent \$2,400-5,000 fine, one year imprisonment. MANDATORY imprisonment. MANDATORY SENTENCING.

GENERAL DRUG POLICY

The College expects students, faculty, and employees to obey all federal, state, and local laws regarding drugs. The manufacture (e.g., growing a marijuana plant in your closet) sale, or use of illicit drugs or controlled substances may subject you to serious legal sanctions. Penalties for the manufacture or sale of drugs are even more severe if the violation occurs within 500 feet of an educational institution, such as the College. Conviction may result in substantial fines, imprisonment and/or long periods of community service. Legal defense against drug charges, even without conviction, may cost thousands of dollars. If you are receiving a Pell Grant, conviction may result in suspension of payments of termination or debarment from this financial aid program. In addition, a felony conviction will make you ineligible to vote or hold political office. Felony and(in some states) misdemeanor convictions on drug charges will make you ineligible for professional licenses required to practice medicine, law, psychology, nursing, etc. Intoxication from illicit drugs may impair your judgment and put you at greater risk of performing a negligent act (e.g., an automobile accident in which someone is injured) for which you could be sued. You may also risk being included in a lawsuit if you sell or provide drugs to a person who, after using them, goes on to perform a negligent action. The expense of your legal defense and judgment against you could pose considerable financial hardship to you and your family. Complete text of the Federal and State Drug Laws is available at the Shadek - Fackenthal Library. The text of any local drug laws is available at the Lancaster County Courthouse Law Library at 50 N. Duke Street, Lancaster. See the ***Student Code*** Article 10, for the College regulations prohibiting the sale, possession, or use of illegal drugs.

HELP FOR ALCOHOL OR DRUG CONCERNS

Episodes of intoxication or alcohol/drug-related injury that threatens a person's health or safety are emergencies that must be attended to swiftly **CALL 911 FOR AN AMBULANCE. You may then contact PUBLIC SAFETY (291-3939).**

Literature describing the risks and effects of alcohol or drug use is available at Counseling Services (Appel 291-4083) Health Services (Appel Infirmary 291- 4082) and in the Student Health Advisory Committee Pamphlet Rack in the Steinman College Center. You may also consult the College Physician or a Counseling Service Psychologist to discuss concerns about your substance use or your involvement with someone else who is using alcohol or drugs. The College Physician or Psychologist can also refer you to other sources of information, outpatient, or hospital treatment in Lancaster, or help to arrange for treatment in your home community. Consultation with a College Physician or Psychologist is **confidential**. You may anonymously contact Counseling or Health Services or the Lancaster County Council on Alcoholism & Drug Abuse (299-2831) for information about the time and location or AA or Al-anon meetings.

[SIGNATURE PAGE FOLLOWS]

In agreement of the above, and intending to be legally bound, we have signed below:

ACKNOWLEDGED AND AGREED:

OCCUPANT

(Signature)

Printed Name:

Date:

EXHIBIT F

OFF-CAMPUS HOUSING RESIDENTS,

The City of Lancaster has notified us that all recycling must be in proper green or blue recycling bins. The recycling will not be picked up if they are in the cardboard boxes.

It has been noted that 90% of you are doing what you are supposed to be doing and we are sending this as a reminder to you. As for the other 10%, please abide by the rules and regulations and let's move forward. We have no desire to fine anyone but if the problems persists we will be left with no choice.

Reminder:

Trash that accumulates in bags outside of trash cans is unsightly, unhealthy, and invites animals. Empty trash cans are also unsightly and should be returned to the rear of the building promptly.

As residents you are responsible for abiding by all city rules and ordinances governing trash just as your neighbors are. If you live in a multi-unit building you will need to coordinate trash responsibility with the other units.

The ordinance outlines the following regarding trash:

When to set trash out and return trash cans:

Trash and recycling shall be set out after 6:00 p.m. the night before collection and removed by 8:00 p.m. the day of collection. Trash and recycling receptacles shall be stored to the side or rear of the property and not in front of the property.

Please put all trash in trash bags and tie them before placing them in the cans. If you feel you do not have a sufficient number of trash cans please contact me via the portal to request an additional one.

If property management personnel has to address trash issues the residents will be charged \$20 per bag/can/large item that has to be taken to or from the curb. In addition to these potential charges, any fines issued by the City of Lancaster will be directly passed through to the tenants.

No recycling or trash collection is scheduled for the following holidays:

- New Year's Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

When one of these holidays occurs on a weekday, collection will be one day later than the regularly scheduled day.

To contact a representative in the City's Solid Waste and Recycling Department, please call (717) 291-4744.

For more information see: <http://www.cityoflanasterpa.com/lanastercity/cwp/view.asp?a=1185&q=619307>

Thank you for your cooperation,

Nathan Andros
Property Manager