

**ADDENDUM TO AGREEMENT/LEASE**

This Addendum to Agreement/Lease ("Addendum") is made this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, and is incorporated into and shall be deemed to amend and supplement the Agreement/Lease made by the undersigned Occupant(s) and Owner, dated \_\_\_\_\_ ("Lease"). The Lease and this Addendum pertain to the Unit for Let described in the Lease, located at \_\_\_\_\_. This Addendum is required by Section 135-6.F.(1) of the Code of the Borough of Kutztown.

**Additional Covenants and Obligations**

In addition to the covenants and obligations set forth in the aforementioned Agreement/Lease, the undersigned Occupant(s) and Owner hereby covenant and agree as follows:

**A. Owner's Covenants and Obligations.**

- 1. The Owner or Agent shall ensure that the Unit and the Premises upon which the Unit is located comply at all times with the Performance Codes of the Borough of Kutztown.
- 2. The Owner's Agent for the Unit shall be as follows:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

- 3. The Owner or Agent 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 Premises, except for any specific tasks which the parties hereby agree shall be delegated to the Occupant(s) and which are identified as follows:
- 4. The Owner or Agent shall promptly respond to reasonable complaints and inquiries from the Occupant(s).
- 5. The Owner or Agent shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.
- 6. The Owner or Agent shall be responsible for assuring that the conduct and activities of the Occupant(s) of the Unit are in compliance with Chapter 135, entitled "Housing Standards," of the Code of the Borough of Kutztown. In order to achieve that end, within ten (10) days of receipt of written notice from the Code Enforcement Officer or police of the Borough of Kutztown that a violation of said chapter has occurred at the Unit, or upon receipt of a copy of a Disruptive Conduct Report pertaining to the Unit, the Owner or Agent shall take immediate steps to remedy the violation or Disruptive Conduct and assure that the violation or Disruptive Conduct does not re-occur, in accordance with a plan required for submission to the Code Enforcement Officer under Section 135-6.E.(4) of the Code of the Borough of Kutztown. Nothing contained in this Addendum shall relieve the Owner or Agent of the maximum occupancy compliance obligation under Section 135-6.C. of the Code of the Borough of Kutztown.

**B. Occupant's Covenants and Obligations.**

The following Covenants and Obligations shall apply to the Unit as well as all Common Areas, entryways, hallways, porches, decks and exterior areas that are accessible to Occupants.

1. Occupant(s) has been informed that the maximum occupancy for the Unit is \_\_\_\_\_ person(s). It is the Occupant's duty to inform the Owner or Agent and the Code Enforcement Officer of the Borough of Kutztown if over-occupancy occurs. Over-occupancy occurs when the Unit is occupied by a greater number of Occupants than the maximum number stated above. Should the Occupant(s) fail to notify the Borough or the Owner or Agent of over-occupancy and over-occupancy is discovered, then the Occupants shall be considered to be in breach of this Lease.
2. Occupant(s) shall comply with all applicable Codes and Ordinances of the Borough of Kutztown and all applicable state laws.
3. Occupant(s) shall, at the Owner or Agent's request, cooperate with and assist the Owner and the Owner's Agent in all material respects with (a) the preparation and performance of the "plan" of remedial action described in Section 135-6.E.(4) of the Code of the Borough of Kutztown and (b) the fulfillment of the Owner or Agent's responsibilities under Paragraph A.6. of this Addendum.
4. Occupant(s) shall dispose of all rubbish, garbage and other waste from the Unit and Common Areas in a clean and safe manner.
5. Occupant(s) shall not engage in any conduct in the Unit and Common Areas which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Occupant(s) permit Guests or others in the Unit and Common Areas to engage in such conduct.
6. Occupant(s) shall use and occupy the Unit and Common Areas so as not to disturb the peaceful enjoyment of adjacent or nearby properties by others.
7. Occupant(s) shall not cause, nor permit nor tolerate to be caused, damage to the Unit and Common Areas, except for ordinary wear and tear.
8. Occupant(s) shall not engage in, nor tolerate nor permit Guests or others in the Unit and Common Areas to engage in, "Disruptive Conduct", which is defined in Section C of this Addendum.
9. The Occupant(s) shall permit inspections of the Unit and Common Areas by the Code Enforcement Officer of the Borough of Kutztown at reasonable times and upon Reasonable Notice to Owner or Agent and Occupant(s).
10. Occupant(s) agree to diligently inspect all smoke and fire detectors to ensure that they are functioning. It is the Occupant(s) responsibility to contact the Owner or Agent if any smoke or fire detectors are inoperable, if batteries have been removed or in the case of electric wired system, if individual detectors are not functioning.
11. The Occupant(s) acknowledge(s) and agree(s) that the occupancy of the Unit by the Occupant(s) is subject to the provisions of Chapter 135, entitled "Housing Standards," of the Code of the Borough of Kutztown, and that the issuance by the Code Enforcement Officer of the Borough of Kutztown of a Notice of Violation pursuant to Section 135-7 of Chapter 135, entitled "Responsibilities of Occupants; Disruptive Conduct" shall constitute a breach of the Lease of which this Addendum is a part. Upon such breach, the Owner or Agent shall have the right and option to pursue any and all of the following remedies:
  - (1) Termination of the Lease without prior notice;

- (2) An action for recovery of possession of the Unit without abatement of any compensation previously paid, and for recovery of attorney's fees and costs incurred as a result of said action;
- (3) An action to recover the whole balance of any compensation due to the Owner from the Occupant(s) for the unexpired term of the Lease, and for recovery of attorney's fees and costs incurred as a result of said action;
- (4) An action for damages caused by the Occupants' breach, and for recovery of attorney's fees and costs incurred as a result of said action.

Notwithstanding the provisions of this Paragraph B.11, any person affected by a Notice of Violation issued by the Code Enforcement Officer of the Borough of Kutztown may appeal said Notice to the Housing License Appeals Board of the Borough of Kutztown, the form and substance of which appeal shall be in compliance with the requirements of Chapter 12 of the Code of the Borough of Kutztown.

C. Definitions.

As used in this Addendum, the following capitalized terms have the following meanings:

**AGENT**—A person representing or acting on behalf of an Owner.

**CODE ENFORCEMENT OFFICER**—Any person specifically designated as such by the Council of the Borough of Kutztown to enforce Chapter 135, entitled "Housing Standards," of the Code of the Borough of Kutztown, including any duly authorized representative of the Code Enforcement Officer.

**COMMON AREA**—Any open area within a structure shared by Occupants or that the Occupants have the right to share, including, but not limited to, kitchens, bathrooms, living rooms, dining rooms, attics, basements, and any room used for parties, social events or the congregation of people, except bedrooms.

**DISRUPTIVE CONDUCT**—Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any Occupant or Guest of a Unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises such that a report or complaint is made to police of the Borough of Kutztown and/or to the Code Enforcement Officer of the Borough of Kutztown complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, nor that criminal charges be filed against any person in order for a person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless the Code Enforcement Officer of the Borough of Kutztown or Borough of Kutztown Police shall investigate and made a determination that such did occur, and keep written records, including a disruptive conduct report of such occurrence.

**DISRUPTIVE CONDUCT REPORT**—A written report of disruptive conduct on a form to be prescribed therefor, in accordance with Section 135-5 of the Code of the Borough of Kutztown, to be completed by the Code Enforcement Officer or the police of the Borough of Kutztown, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Code Enforcement Officer. Disruptive Conduct Reports shall be separate from any other action taken by police, and shall be considered public documents.

**GUEST** - A Person on the Premises with actual or implied consent of an Occupant, who is not an Occupant.

OCCUPANT—Any person over one (1) year of age living, sleeping, cooking or eating in a unit.

OWNER—Any person who, individually, jointly, or severally with others, shall have legal or equitable title to or have any other legal or beneficial interest in any Unit, whether or not such person occupies the Unit or any part thereof.

PERFORMANCE CODES - Shall mean all Codes of the Borough of Kutztown, and specifically: Chapter 136 of the Code of the Borough of Kutztown, entitled "Property Maintenance," adopting the International Property Maintenance Code of 2003, as such chapter is amended from time to time; Chapter 225 of the Code of the Borough of Kutztown, entitled "Zoning," as such chapter is amended from time to time; Chapter 185 of the Code of the Borough of Kutztown, entitled "Solid Waste", and Chapter 119 of the Code of the Borough of Kutztown, entitled "Fire Prevention", as such chapters are amended from time to time.

PREMISES—Any lot, tract, or parcel of real property in the Borough of Kutztown, including the land and all buildings and appurtenant structures or appurtenant elements, on which one or more Units are located.

UNIT—Any apartment, rooming unit, boarding house, rooming house, Multiple Dwelling or other dwelling unit or dwelling, as such terms are defined in Chapter 135 of the Code of the Borough of Kutztown, or any room or portion thereof, that is offered for Let.

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

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner's Name (print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Occupant