

A Renter's  
Guide  
for KU Students

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# Welcome to Kutztown

A Community and Renter's Guide

Published by:



## Off-Campus Advisory Council

Kutztown University of Pennsylvania

Funded through SGA

324 W. Main St.

484-646-9070

OR

Room 281 McFarland Student Union Building

610-683-1524

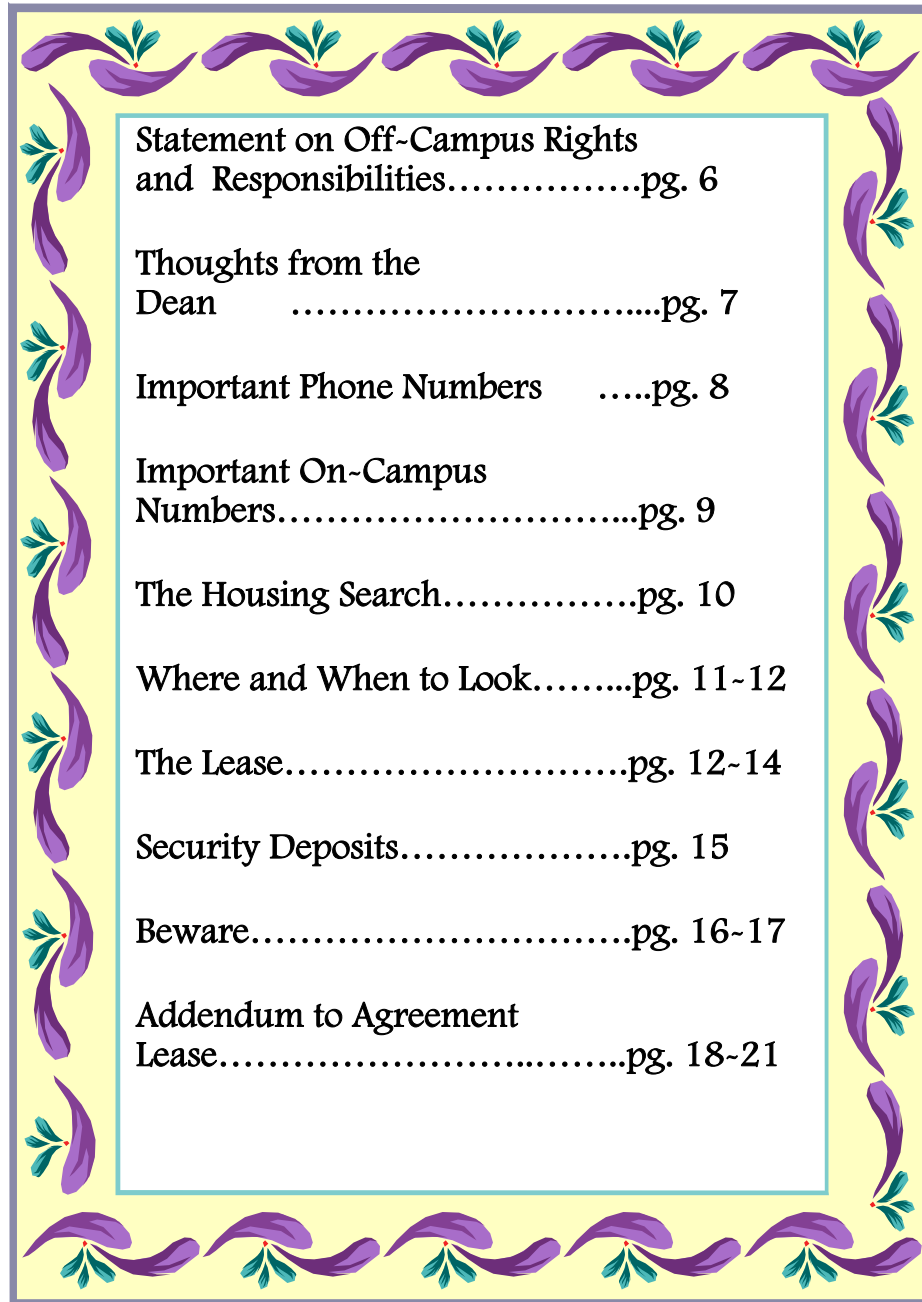
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# Statement on Off-Campus Student Rights and Responsibilities

The Introduction to the Kutztown University Document on Student Rights and Welfare clearly states that reasonable guidelines are essential to facilitate the development of high standards of mutual respect and integrity within each and every student. Sensitivity to our environment as well as community involvement that extends beyond the physical campus boundaries are integral components to the appropriate development of responsible citizenship.

Kutztown University is genuinely committed to the student developing civic skills and public service experiences for living in a public world. To that end, Kutztown University will encourage the personal and intellectual development of students as they exercise rights of citizenship both on and off-campus in the local community. Kutztown University will make every effort to foster positive relations among students and permanent residents as well as provide experiential learning opportunities for students to become actively involved in off-campus civic, community, social service organizations and causes.

From time to time students may engage in activities that are contrary to the development of appropriate citizenship and in violation of law. Students who violate the law are subject to penalties imposed by civil authorities. The University will become involved with these students when the health, safety, and/or well-being of the Kutztown University community are adversely affected. Any substance abuse or the enticing of, or providing opportunity for others to engage in illicit substance use, theft, destruction or vandalism to the property of another, verbal or physical acts of violence toward another student will be considered to have an adverse effect on the Kutztown University community and such behavior will subject students to University discipline. Kutztown University will not exercise its authority to merely impose punishment or duplicate the function of civil authorities.

Students involved in other improprieties or violations of law may be contacted by the Dean for Student Services and Campus Life and counseled to seek more positive behaviors in the future. Students unable to cooperate with this counsel may be subject to disciplinary action.

# Thoughts from the Director...



Living off campus in an apartment or home, either alone or with a small group, can be one of your more enlightening “real world” experiences here at K.U. For some, depending on one’s perspective, living off campus could be:

- the darkest of the dark side experiences where they view everyone as being out to get them,
- a happy-go-lucky romp where they see the off campus world as theirs for the taking,
- a rewarding experience where a small group of students can live together as a unit in a practical exercise of self-determination, business acumen and human interaction .

To get the most from this experience, as in everything else, preparation and awareness are the keys.

Hopefully though this guide, published by the Office of Off-Campus Student Life, you will be able to prepare for the experiences of negotiating the finer points of leases, deciding who will make the best housemates, and determining how much “stuff” will be necessary to have. This guide should also raise your level of awareness toward the many services that are available to you as a member of the larger community.

Using the guide as a resource may level out some of the rough spots. You may also find that by using the guide, you can prevent a problem from happening.

You may also choose not to use it. If that’s the case, buckle up – your journey to the dark side is about to begin.

Bob Watrous  
Dean for Student Services and Campus Life

# Important Phone Numbers

Fire Department (emergency).....	911
(non-emergency).....	610-683-0793
Ambulance (emergency).....	911
(non-emergency).....	610-683-3012
Police (emergency).....	911
(non-emergency).....	610-378-4911
Berks Talkline (Rape Crisis).....	610-929-3999
.....	
Berks County Bar Association (Reading).....	610-375-4591
Berks Mediation Center.....	610-678-4410
St. Joseph's Medical Center.....	610-378-2000
Kutztown Borough Office.....	610-683-6131
Kutztown Code Enforcement.....	610-683-3290
Kutztown Emergency Utility Services.....	610-683-3202
Kutztown Post Office.....	610-683-8331
Office of Attorney General -	
Bureau of Consumer Protection (Allentown).....	610-821-6690
Reading Hospital & Medical Center.....	610-988-8000

## RADIO STATIONS FOR SNOW DELAYS & CANCELLATIONS

Kutztown -	KUR 88.3 FM & 1670 AM	
Reading -	WEEU-AM 830 WHUM-AM 1240	WRAW-AM 1340 WRFY-FM 102.5
Allentown -	WFMZ 100+ WAEB-AM 790	WKAP-AM 1320 WXKW-AM 1470
Easton -	WHXT 100	WLEV-FM 96
Bethlehem -	WZZO-FM 95.1	



# Important on-campus numbers

Advisement .....	610-683-4735
Bookstore.....	610-683-4099
Bursar's Office.....	610-683-4133
Campus Information.....	610-683-4000
Career Development & Community Services .....	610-683-4067
Student Services/Campus Life .....	610-683-1320
Counseling and Psychological Services.....	610-683-4072
Financial Aid.....	610-683-4077
Health & Wellness.....	610-683-4082
Human Diversity .....	610-683-4108
Keystone Newspaper.....	610-683-4098
Library.....	610-683-4480
Off-Campus Advisory Council.....	610-683-1524
Off-Campus Student Life.....	610-683-1581
Public Safety - Emergencies .....	610-683-4001
Non- Emergencies.....	610-683-4002
Registrar .....	610-683-4485
Social Equity .....	610-683-4700
Student Involvement.....	610-683-1383
Student Government Board.....	610-683-1501
Service Learning Center .....	610-646-4127
Women's Center.....	610-683-4655



# The Housing Search



## Determining Needs

Selecting a place to live is new, and sometimes, a difficult and overwhelming experience for first time renters. Decisions will have to be made, so it is very important to ask the proper questions and seek advice from those who have experienced some of the same problems before you.

Here are some questions that can be helpful in determining your needs:

- How much can I afford to pay for rent and utilities each month?
- Do I want to live alone or with roommates?
- Do I want to live in a single room, apartment or house?
- Do I need to live within walking distance or do I have reliable transportation to the university?
- Do I need furnished or unfurnished housing?

There are some basic choices that will help you in making your decisions. Many people who are renting for the first time hope to find a place that doesn't take a lot of their time. If money is not a big concern, the larger apartment complexes keep you from having to worry about heat, light, parking, upkeep and general maintenance. While no one can guarantee how efficient the management will be in making the necessary repairs when something breaks down you will still have built-in advantages. A large group of students in the area provides opportunities for socializing, rides, etc. These units are sometimes furnished, air-conditioned and many even have dishwashers.

For the person seeking a more private setting, apartments are available throughout the borough and the surrounding area. The types of units available are varied but in most instances living in one of these apartments entails some additional responsibility. Shoveling walks, mowing the lawn, making minor repairs, etc. Such a setting provides the opportunity to live like any other citizen.

In addition to the other choices mentioned, sometimes a group of students will get together and rent a house. Such a choice gives you a great deal of responsibility and can often provide some big hassles. There are good and bad points about all the above situations. Its up to you to determine your own thing!

# Where and When to Look



Once you've decided what your needs are, it's time to begin your search. **START EARLY**, the sooner you start, the more likely you'll find what you need and want. The students already living off-campus can often be your best resource when searching for housing. Usually through word of mouth, you can find out what the landlords and housing are really like. Ask all kinds of questions about costs, noise, living conditions, etc.

Listings of off-campus housing are found in:

**\*On-line-**

och.kutztown.edu

**\*Newspapers-**

The Patriot

Reading Times/Eagle

Allentown Morning Call

The East Penn Valley Merchandiser

**\*Off-Campus Student Life-** Room 262 Student Union Building

The university, through the Office of the Dean for Student Services and Campus Life, maintains a website that lists housing provided on a voluntary basis by landlords. This listing is updated regularly. The site will list what utilities are provided and lease specifics, available for the perusal of interested students.

The university does not approve, recommend or regulate off-campus housing. It does require that landlords sign a Fair Housing statement guaranteeing that they do not discriminate in renting to any individual. However, if you have a hard time with a landlord, and if his refusal to rent to you appears to be because of your gender, race or religion, or sexual preference, he is breaking the law. If this is the case contact the U.S Department of Housing & Urban Development (HUD)- 800-669-9777, and the Dean for Student Services and Campus Life at 610-683-1320 (room 262 Student Union Building) and report it to them.

**\*Bulletin Boards** – on and off-campus

### **Organizations/Newsletters/Help**

Off Campus Advisory Council (OCAC) is comprised of student leaders and town leaders. This group discusses concerns and issues about the relations between the University and the town. The members meet once a month with the Mayor at Borough Hall and once a month at the university. The group has provided programming for the University community and the local community and is a referral network for town and University needs.

Briar Cliff has had a Tenant Consultant program since 1990. The TC's (Tenant Consultants) are students interested in promoting a better living environment and promoting community awareness. They provide the Cliff Notes, a newsletter for Briar Cliff students, a communication link between the University and the students and Tent Meetings. Tent Meetings are town hall styled meetings that enable the students to discuss concerns, listen to local and University officials and have a meal together. The students have worked to improve their relations with Saucony Cross, a retirement complex next to Briar

# The Lease

So, you've found a place that you like and is available. Your next step is to talk to your landlord and ask him some key questions such as:

- How long can I rent?
- Must I rent over the summer?
- Can I sublet the apartment?
- When is the security deposit due?
- What does it cover?
- When is the rent due?
- Is the rent based per person or for the apartment?
- Who pays the utilities?
- Are pets allowed?
- Is off-street parking provided?
- What painting or decorating can I do?
- Who is responsible for repairs of malfunctioning appliances?

**Do not rent a place, sign a lease or pay any rent without first inspecting it thoroughly.** Sometimes you are required to put some money down to hold a place until the paperwork is finalized. Make sure you get a receipt and a signed statement saying you will get a full refund if it is found unsuitable. Before moving in, inspect the apartment with the landlord present. Make sure the faucets work, electric outlets and light switches work, windows have no cracks, as well as, walls and ceilings, the oven works and etc. Make a complete list of all problems and previous damages.

### **Verbal (Lease) Agreements**

Although it is nice to be a trusting person, to have faith in your fellow man and to be of sound mind so that you don't ever forget things, sometimes matters can not be handled on the basis of trust alone. When making arrangements involving money, responsibility and liability, it is imperative to take the

necessary steps to insure that all parties involved know obligations, their liability limits, and the parameters of their responsibility.

At times, you will encounter those individuals who insist on a verbal agreement concerning your rental of the premises. One thing to remember about verbal agreements is **THEY ARE AS GOOD AS THE PEOPLE WHO MAKE THEM**. If you enter into a verbal lease, make sure you take time to get to know the landlord. Verbal agreements are legal but even with a witness, it is hard to prove what was agreed upon. Specifics aren't usually worked out, so if problems occur your landlord can request you to leave with 30 days written notice.

Be sure to get receipts for deposits and cash payments for rent. If you pay by check, indicate on the front of your check the reason for the check (i.e. rent for 9-1-03 to 9-30-04 or security deposit, or etc.). Keep all cancelled checks and receipts for your records. Usually verbal contracts are on a month to month basis, unless you specifically agree to a different term. This allows you to end your tenancy with written notice on the first of that month. On the other hand, the landlord can raise the rent or ask you to leave in the same 30 days.

### **WRITTEN LEASE**

A written lease contains conditions that are binding to you and your landlord. It is imperative to understand and know what it is you are signing. Remember if you are 18 or older, by law you are considered responsible for any and all actions you take. It is difficult to break or change a lease without one side surrendering a sum of money. You might want to consult a lawyer to review the lease for you **BEFORE** you sign it. For a small fee you may also contact the Lawyer Referral Service at 610-375-4591.

If you wish to review or discuss your lease here are some items your lease should contain:

- ♦ Names - your's and your landlord's
- ♦ Address - specific to property and apartment number
- ♦ Dates - length of lease
- ♦ Rent - explanation of rent payment procedures, amount, due date, late penalty, when rent can be increased
- ♦ Termination or Renewal - when should landlord/renter be notified, specific procedures
- ♦ Deposits - what is amount, when is it due, when will it be returned, clause stating no deduction for normal wear and tear
- ♦ Maintenance and Repairs - who is responsible for what
- ♦ Utilities - who pays for what, who takes care of repairs
- ♦ Subletting - will subletting be permitted, any restrictions?

Sometimes clashes between landlord and tenant can be avoided when the two are aware of their rights. Here are some of the general laws, subject to waiver (Waiver is a term in a lease where a tenant gives up his right to hold a landlord to a specific provision of the lease) in a written lease, that govern landlord/tenant relations:

1. A landlord can only change a written lease at the beginning of the term.
2. A landlord cannot collect more than two months security deposit at the beginning of the first year.
3. A landlord must return any deposit over one month at the beginning of the second year.

4. If a tenant is moving, he must give the landlord his address in writing to secure the security deposit. (can not be waived)
5. The landlord must return the security deposit within 30 days or submit a list of repairs required and any remainder of the deposit. (can not be waived)
6. Tenants may sue a landlord for double the deposit if the landlord fails to return the money or a list of repairs within 30 days. The landlord cannot hold any part of the deposit if he fails to meet the deadline and the tenant sues for just the deposit.
7. A security deposit cannot take the place of the final month's rent.
8. A tenant who breaks a lease is responsible for the remaining rent only if the landlord cannot rent the property.
9. A landlord may not enter the tenant's apartment without the tenant's consent.
10. A landlord cannot sell the tenant's belongings as payment for the rent owed.
11. A landlord cannot lock a tenant out of his apartment without a court order.
12. A landlord may evict for any reason at the end of the term with proper notice.
13. A tenant cannot be removed from the property by a sheriff before at least 15 days after an eviction order is granted by a court.
14. A tenant may file an appeal of an eviction within 15 days after the order is granted.

### **THE LEASE...**

1. READ BEFORE YOU SIGN!!
2. LEAVE NO BLANK SPACES ON A LEASE !!
3. KEEP A COPY OF THE LEASE THAT HAS BEEN SIGNED BY BOTH PARTIES

### **MORE THAN ONE SIGNING**

Even if you are moving in with one or more persons, if at all possible **AVOID** signing a lease with your roommate. Signing one contract with others makes you responsible for the entire amount of rent as well as any damages or any breach made by any roommates signing with you. **Request a separate lease covering the amount of your rent only.**



If you have any questions or concerns please contact the Off-Campus Student Life Office at 610-683-1524 or 610-683-1524 or [ocac@kutztown.edu](mailto:ocac@kutztown.edu) for help.

# Security Deposits



**SECURITY DEPOSITS** - the amount set down to cover any subsequent damages you might cause

Security deposits end up being one of the greatest problems between a landlord and a tenant—you need to know some specifics about these deposits...

1. The deposit is specifically to cover damages beyond normal wear and tear. It is supposed to be returned upon the termination of your lease if there are no damages.
2. The deposit is not the last month's rent. Don't try to take out frustrations by not paying the last month and telling the landlord that you have already taken care of it with your security deposit.
3. The deposit is usually equal to one month's rent, but may be higher if the landlord has recently been ripped off for some rent or heavy damages. It may also be used as a means to discourage students from renting the place but may not be more than two months rent at the beginning of the first year.
4. Remember the check list we discussed earlier. Here is where this is important. If there are things to be taken care of and the landlord promises to take care of them, get this in writing. It is a good idea for you to take photographs or a video of the apartment when you first move in for your files. You can then give the landlord a copy with your written request about any problems or damages. At the end of your lease, the original check list should be used to assess any damages that have occurred. It's a good idea to be with your landlord when he checks out the place, don't let him wait until you have gone.
5. In case you have trouble with getting your money back, there is a law that protects you. The Landlord and Tenant Act of 1951, amended in 1967 contains five parts that are pertinent.
  - A. **You MUST provide him with a written notice of your forwarding address when you leave the property. If you do not do this the following does not necessarily apply.**
  - B. The landlord must return the deposit and/or an itemized list of damages to you within thirty days from the time you move out or the termination of your lease which ever comes first.
  - C. If he fails to offer either the damage list or the money within thirty days, he forfeits all rights to hold any amount of the deposit for any reason. You are entitled to sue for a full return of deposit. It is incontestable.
  - D. If he issues you an itemized list of damages within thirty days, but fails to return the remainder of the deposit, he is liable for double the remainder of the deposit. If, however, he fails to issue a list of damages or return the money, he is liable for double the amount of the deposit. (NOTE: He may file counterclaim charges for damages).
  - E. There is no way that you, as a tenant, can be fooled into waiving this law by signing a lease.

# Beware

**LOOK OUT FOR...**These are clauses to be careful of and watch out for:

- ♦ Dismissal from college is sufficient cause to terminate the lease.
- ♦ Tenant is liable for all repairs.
- ♦ Tenant is liable for all legal costs in any dispute arising from the contract.
- ♦ Any clause which makes you liable for subsequent rules, regulations, or changes in the lease.
- ♦ Landlord may enter the premises at any time without written notice.
- ♦ Disclaimer clauses which free landlord from any damages caused to you for any reason.
- ♦ Tenant waives any defect in the building.

**CLAUSES YOU'D LIKE TO SEE.** These are clauses you want to see in your lease. If they aren't, you should inquire about having them added.

- ♦ No deduction from deposit due to normal wear and tear.
- ♦ Deposits to be returned as soon as possible upon termination of lease.
- ♦ Premises are suitable for the purposes for which they are rented.
- ♦ Lessor shall comply with all ordinances that govern the property, and if violation of an ordinance, lessor will make the necessary arrangements to insure your continued residency on the premises.
- ♦ Lessor shall make all necessary repairs promptly to insure that the residents are receiving what they are paying for.
- ♦ Lessor shall maintain all electric, plumbing and other facilities supplied by him in good working order.
- ♦ Lessor shall maintain and repair fixtures, furniture and equipment belonging to lessor.

## **SUBLETTING**

Often students are locked into 12 month leases even though they may only need their place for 9 months of the year. Subletting might be a possibility for those 3 months you're not there.

Reread your lease and be sure you may legally sublet your apartment. Some landlords will reserve the right to O.K. any sub-leasees. Be sure to have them sign an identical lease to the one you have signed. Include your landlord's signature or get his written permission to sublet. Ask for a security deposit, have a damage check list and establish payment plans in writing. Now that you are the landlord, you will better understand why your landlord appears cautious, nosy or overly concerned.

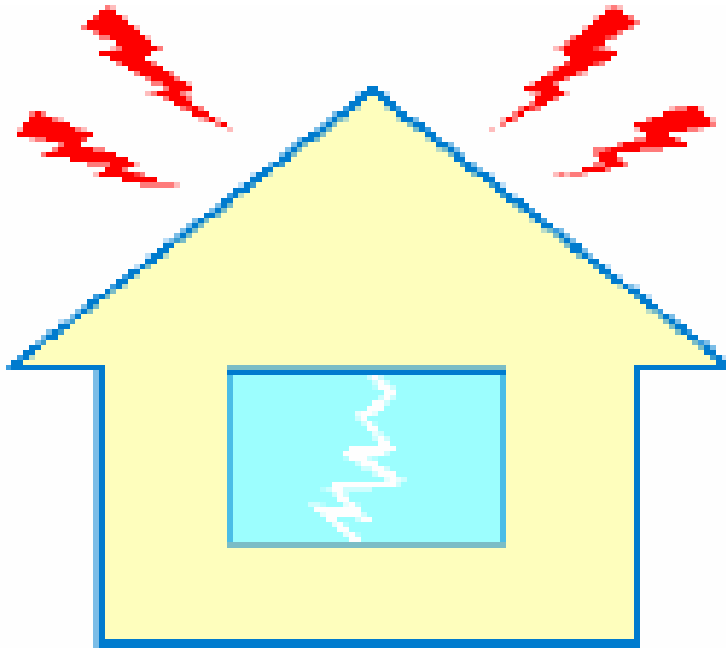
## **HELPFUL HINTS**

- ♦ Make sure you have all your obligations in writing and then make sure that you meet these obligations. You are legally responsible.
- ♦ Don't hold back rent in protest without making sure you aren't subject to eviction. You may take other action if the landlord is not meeting the terms of the lease, but you are still obligated to meet your part of the obligation.

- ♦ Save all cancelled checks of rent and security payments. Put these in a safe place along with a copy of the lease. Sometimes it might be worth the four or five dollars to keep these papers in a safe deposit box.
- ♦ In a situation involving a number of tenants, make sure that all people meet their financial obligations. Pay rent in one check to insure that no one falls behind.
- ♦ Be careful of having prolonged guests in the house. This could get you in trouble if they're discovered. If five people want to live together, don't play the game of only four of them signing the lease.
- ♦ Keep your place locked and don't pass out the key.
- ♦ Find out how to hang pictures, etc. and what the landlord will permit. This can save you money when you move out.
- ♦ Keep your place neat. The neater it is the more money you get back.

### **HOUSING CODE**

The Borough of Kutztown as well as surrounding townships, have very extensive housing codes. If you should want a complete copy of the ordinance, contact the Borough Offices at 324 W. Main Street. If for any reason you feel that these ordinances are being violated, you should contact the Borough Code Enforcement Officer, Todd Meltsch, at 683-3290. He will take whatever steps necessary to bring the property up to habitable conditions. For those living in Maxatawny Township, the housing inspector can be contacted by calling 610-683-6518.



**ADDENDUM TO AGREEMENT/LEASE**  
**(Excerpt from Borough Code)**

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 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 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.

\_\_\_\_\_  
5. The Owner shall promptly respond to reasonable complaints and inquiries from the Occupant(s).

6. The Owner shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

7. The Owner 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 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 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 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 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'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'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 and Occupant.
10. Occupants 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 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 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 Code 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 make 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 therefore, 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.

**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**—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 185 of the Code of the Borough of Kutztown, entitled “Solid Waste”, as such chapter is amended from time to time; and Chapter 225 of the Code of the Borough of Kutztown, entitled “Zoning” as such chapter is 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

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Occupant

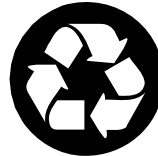


## Garbage and recycling~

- Your garbage must be at the collection point before 7am. It may be a good idea to put it out the night before if you have a can to place it in.
- Recycling gets picked up every other Wednesday. Call Borough Superintendent's Office for the exact dates for your end of town at 610-683-3202, or ask your neighbors until you get the hang of it.

Recycling in Kutztown is a bit labor intensive, but if you don't separate it correctly it will not be picked up. Pick up a complete schedule and list of do's and don'ts from Borough Hall at 45 Railroad St.

- ♦ Items collected at curbside will be: Newspapers, magazines, computer paper, and cardboard; aluminum cans, glass bottles, and jars, plastic soda bottles, water and milk jugs and detergent bottles.
- ♦ Recycling containers are available for pick-up by Kutztown residents at 105 Railroad St. between 7am and 3:30 pm Mon.-Fri. 55 gallon drums are not acceptable recycling containers. Ask your landlord if there are containers for your use before getting new ones.
- ♦ The containers are labeled. Do not mix your recycling or it will not be collected.
- ♦ Aluminum-Beer and soda cans only.
- ♦ Glass-please rinse and separate by color into individual recycling buckets. No mirrors, ceramic cups or plates, flower pots, crystal, light bulbs, window glass etc. Jars and bottles only!
- ♦ Newspaper-bundle with string. Do not put in plastic bags.
- ♦ Cardboard-Must be flattened.
- ♦ Magazines-Bundled with string.
- ♦ Computer Paper-Bundled separately with string.
- ♦ Mixed Paper-Junk mail, folders, unwaxed food packages, telephone books, school and office papers & clean pizza boxes. Remove any synthetic material (cellophane, staples, plastic, windows on envelopes, carbon paper). Flatten all food packaging, bundle separately with string.
- ♦ Plastic-Remove all caps. Plastic recyclables can be mixed and put in the container of your choice.



## Electricity~

In the Borough of Kutztown, electricity can be obtained in the name of one person. Arrangements can be made at Borough Hall, 45 Railroad St. A deposit will be needed. The amount of the deposit varies. Call Borough Hall for more info. 610-683-6131. If you live outside the Borough of Kutztown, contact GPU for electricity hookup at 1-800-545-7741 or the borough in which you reside.

## Water and sewage~

Arrangements can be made at Borough Hall, 45 Railroad St. No deposit required. Outside the borough you may have private wells and septic systems. Ask your landlord if in doubt.

## Gas~

U.G.I. Contact in Reading by calling 800-322-4431.

## Oil~

Provided by various privately owned companies. Check the yellow pages and shop around.

## Telephone~

For local and regional service call Verizon at 1-800-483-4000 Mon.-Fri. 8:00 a.m.-6:00 p.m., or Hometown Utilicom, at 610-683-6131 Mon.-Fri. 9:00 a.m.-6:00 p.m. Both companies provide local service for the Kutztown Area. There is a basic monthly service charge that will go up with fancier services. Bills are made payable by mail.

For long-distance service there are a variety of companies to choose from. Three of the more popular options are AT&T at 800-222-3000, Sprint at 1-800-366-8204. You have the option of choosing a different long distance carrier. Check the telephone directory for other companies.

Some long distance services you may want to ask about include:

- Roommate billing - each roommate would be billed separately for long-distance calls
- Call gate - a code used for long-distance calling, no call can be made without the code

## Cable TV& Internet Services~

Contact the Borough of Kutztown for Hometown Utilicom at 610-683-6131 or Service Electric at 800-344-0347. Both *Providers* offer package deals on these services.

# Moving in~ Moving out



## **MOVING IN**

1. Inspect the apartment with the landlord using a video camera or by making careful notations of the current condition of the facility, furnishings (if any) and appliances. Sample check list for housing conditions can be found in Appendix C.
2. Have a common list signed by both you and your landlord.
3. Keep this list and your lease in a safe place.

## **LIVING WITH ROOMMATES**

You are finally moved in and ready to begin living in your new place. Now can come the real fun...day to day living with your roommates. To make this experience a positive one, you might consider how you and your roommates will divide up the housework, food shopping and bills.

Some options for dividing up the housework and food shopping are as follows:

1. Make a monthly chart with rotating jobs on it. That way no one person gets stuck doing the “dirty work” all the time.
2. Pull jobs out of a hat. This option places the “blame” on fate. The idea is to make the division of these sometimes unpleasant tasks as fair as possible. How you and roommates choose to do it is up to you.

For some, having the responsibility of bills, is something they have never had to deal with before. It is very important to determine how you and your roommates will pay for the bills. Usually a particular bill can only be placed in one person’s name. Inevitably this holds that one person responsible for the payment of this bill and can adversely affect his/her credit rating if it is not paid on time. Some options for setting up utility accounts are as follows:

1. Consider having each roommate put money in a savings account at the beginning of the semester for the bills. Then the person taking care of the bills will draw from that account.
2. Have the person taking care of the bills post when each bill is due and how much each roommate owes.

Again, how you and your roommates choose to handle the bills is up to you. Just remember to make your choices wisely.

## **MOVING OUT**

1. Contact the utility services you use and let them know you are moving.
2. **Close out your utility savings account and divvy up the remaining funds.**
3. Re-inspect the apartment on your last day by yourself and make a list for yourself. Be sure your apartment is clean.
4. Contact the landlord and make a final joint inspection. Sign such a list only

if you concur.

5. Return your apartment key in person, don't leave it in the apartment or send it through the mail.
6. Make sure your landlord and the post office have a forwarding address for you.
7. Never accept a partial return of your security deposit unless you concur with the charges for damages and have seen an itemized list of the damages.
8. Never give the landlord your original copy of your move-in check list
9. Check the section of this book about security deposits.

## **ENDING TENANCY**

### **VOLUNTARY**

A beginning and ending date is usually predetermined in a written lease at the signing. Consequently, the tenancy simply finishes on the ending date without notice on the part of either the landlord or the tenant. However, some leases have an automatic renewal clause. As the original lease comes to expiration, the landlord must send the tenant notice of the lease's renewal 15 to 30 days before the date occurs. Unless, the tenant responds to the landlord as to whether he is planning to terminate the tenancy at the end of the current lease, the lease will be extended for another term. So, if a tenant desires to end tenancy at the expiration of their lease, they must simply give the landlord proper notice. This is best done in writing and be sure to keep a copy for your records.

### **INVOLUNTARY-Eviction**

Normally, a landlord must give 30 days' notice (one payment period) to terminate a month to month tenancy or request a mutual breaking of a written lease. However, in some circumstances, a tenant may be evicted in less than 30 days. When a landlord wants a tenant out in less than 30 days and the tenant wants to stay, the landlord must obtain a court-ordered eviction through the Summary Proceeding. This is the only legal method of eviction. Don't be intimidated by verbal threats or official-looking notices drawn up by a landlord, as these will not stand up legally.

Eviction proceedings may be begun by the landlord when a tenant remains in possession of the landlord's property, refuses to pay or defaults on the rent or uses the premises for illegal purposes. A petition must be served to the tenant stating the date, time and place of the hearing. This petition may be served personally, or may be left "nailed" to the door or with a person of suitable age as long as an additional copy is mailed by certified mail. Make sure you show up at court for such a hearing - you lose automatically if you don't. Although you don't need a lawyer, having one might be helpful.

If eviction proceedings are based on nonpayment of rent, the landlord must first demand the rent from the tenant. If, after three days, the rent is not paid, the landlord can begin proceedings. The tenant can raise defenses to the effect that he or she doesn't owe rent. This may be due to the tenant's entitlement to rent deduction withholding of rent due to lack of repairs, or debts which would cancel out the landlord's claim. If the amount of rent is in dispute, or if the rent is withheld, the court may require that it be paid into the court or put into escrow. If the landlord delays for about six months in bringing a nonpayment proceeding, the tenant can argue that the landlord can sue for only the past three or four months. (Again, consult a lawyer.)

If the court makes a judgment for eviction, this can include making the tenant pay the rent owed, plus any attorney fees, and/or the cost of repairs if the lease provides that these charges are to be considered as rent. On the other hand, if the lease provides that the landlord would be entitled to attorney's fees, and the tenant wins the hearing, the tenant would be entitled to attorney's fees from the landlord.

If eviction judgment is granted, the court will issue a Warrant of Eviction which can be given to the Sheriff or Marshal, who will serve it in 72 hours; the tenant's belongings will then be removed and put into storage, but the tenant is responsible for the cost of storage.

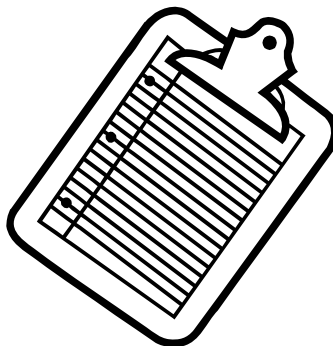
An eviction proceeding is usually a complex and unpleasant experience involving time, energy, and money. It is an inconvenience to both tenant and landlord. The best way to avoid such an experience is to choose a suitable apartment, negotiate an acceptable lease agreement, and fulfill your legal responsibilities. If, however, he fails to issue a list of damages or return the money, he is liable for double the amount of the deposit. (He may file counter claim for damages.)

If you are forced to terminate the lease prior to the original term, you should approach the landlord as early as possible and discuss the matter with him/her. You may terminate the lease early if agreeable to the landlord, but you might be held liable for all future payments unless other tenants are found. That's what is meant by a "full rental period's notice". Make sure you check the provisions regarding such termination in the lease.

If your landlord has committed a substantial breach of contract, or has violated city, state, or federal laws, you can legally break your lease. Failure to repair, for example a broken toilet seat, is not substantial reason to break your lease. Consult a lawyer before taking any action.

### **Forfeiture of Deposit**

A deposit can only be used to compensate the landlord for loss or damages he/she actually sustains which the tenant cannot repair or replace. The deposit, which is frequently, but not always, equal to one month's rent, may be used by the landlord to reimburse himself for damages sustained by him as a result of the negligence or lack of proper care (beyond ordinary wear and tear) of the tenant. Within 30 days after vacating the premises, the entire deposit, less the cost of damage repair, should be returned to the tenant.



# SAMPLE LEASE

The parties to this agreement are, \_\_\_\_\_, hereinafter called "Landlord," and \_\_\_\_\_ hereinafter called "Tenant."

## Premises

Landlord hereby lets the following property to Tenant, \_\_\_\_\_, and the following furniture and/or appliances to Tenant, \_\_\_\_\_.

## Term

This lease shall be for the term of \_\_\_\_\_ beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

## Rental Costs

The total rent to be paid for said property shall be \$\_\_\_\_\_ to be paid monthly in amounts of \$\_\_\_\_\_. (or to be paid in two payments of \$\_\_\_\_\_ at the beginning of each semester), due payable on the \_\_\_\_\_ day of each month.

## Security Deposit

Tenant will pay the following deposit and the terms for refund are:

## Utilities

Landlord agrees to furnish the following services and/or utilities:

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Garbage Collection    |
| <input type="checkbox"/> Gas         | <input type="checkbox"/> Trash Removal         |
| <input type="checkbox"/> Water       | <input type="checkbox"/> Other [explain below] |

## In Addition It Is Agreed:

Tenant shall not lease or sublease without written consent of the Landlord (but consent shall not be withheld unreasonably).

Landlord may enter the premises at reasonable times for the purpose of inspection, maintenance or repair, and to show the premises to buyers and prospective tenants. In all instances, except those of emergency or abandonment, Landlord shall give Tenant reasonable notice (at least one day) prior to such an entry.

Tenant, while occupying the premises, agrees to keep said premises in good condition, reasonable wear and tear permitted, and shall not make any alterations of said premises without the written consent of Landlord.

Landlord agrees to maintain regularly the building and grounds in a clean, neat and orderly manner. Landlord agrees upon written notice of Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.

Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to conduct

business or commercial activities on the premises.

Tenant shall, upon termination of this agreement, vacate and return the dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.

Any waiver or modification of the conditions of this agreement shall be in writing.

**Additional Terms**

We, the undersigned, agree to this lease:

Landlord

Tenant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# SAMPLE SUBLEASE AGREEMENT

The parties of this supplemental agreement are \_\_\_\_\_ hereinafter called "Landlord," and, \_\_\_\_\_ hereinafter called "Tenant," and \_\_\_\_\_, hereinafter called "Subtenant."

## Premises

Tenant hereby lets the following property to Subtenant, \_\_\_\_\_ and the following furniture and/or appliances to Subtenant,

\_\_\_\_\_

## Term

This supplemental agreement shall be for the term of \_\_\_\_\_ beginning on \_\_\_\_\_ and ending On \_\_\_\_\_.

## Rental Costs

The monthly rent shall be \$ \_\_\_\_\_, due and payable on the \_\_\_\_\_ day of each month.

## Security Deposit

Subtenant will pay the following deposit and the terms for refund are:

\_\_\_\_\_

## Utilities

The following services and/or utilities are included as part of this supplement agreement:

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Garbage Collection    |
| <input type="checkbox"/> Gas         | <input type="checkbox"/> Trash Removal         |
| <input type="checkbox"/> Water       | <input type="checkbox"/> Other [explain below] |

## In Addition It Is Agreed:

Tenant shall assume the obligation to pay rent and shall make all rental payments to Landlord, unless specified differently below.

This supplement agreement is subject to termination at any time on thirty days written notice from any one of the parties to the others.

A copy of the agreement between Landlord and Tenant is stapled to this supplement agreement and is incorporated as if set out full.

Subtenant agrees to perform and be bound by all provisions of the agreement between Landlord and Tenant.

Any waiver or modification of the conditions of this supplement agreement shall be in writing.

**Additional Terms:**

We, the undersigned, agree to this consent to sublease:

_____	_____	_____
Tenant(s) Signature	Subtenant(s) Signature	Landlord(s) Signature
_____	_____	_____
Date	Date	Date

## SAMPLE CHECK LIST FOR HOUSING CONDITIONS

Apartment Building \_\_\_\_\_  
 Address: \_\_\_\_\_ Apt #: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_

Name of Tenant(s): \_\_\_\_\_

\*\*\*\*\*

ITEM	CONDITION MOVING IN	CONDITION MOVING OUT
<b>BEDROOM</b>		
Paint:		
Walls:		
Ceiling:		
Carpet or Floor:		
Curtains:		
Bed Frame:		
Mattress:		
Dresser:		
Closet:		
Light Fixtures:		
Chairs:		
Other:		

<b>BATHROOM</b>		
Paint:		
Walls:		
Ceiling:		
Carpet or Floor:		
Bathtub:		
Faucets:		
Sink:		
Bathtub:		
Toilet:		
Light Fixtures:		
Shower Curtain:		
Towel Rack:		
Other:		

**LIVING ROOM**

Paint:		
Walls:		
Ceiling:		
Carpet or Floor:		
Curtains:		
Light Fixtures:		
Sofa:		
Chairs:		
Tables:		
Bookcase:		
Desk:		
Other:		

**KITCHEN**

Paint:		
Walls:		
Ceiling:		
Carpet or Floor:		
Refrigerator:		
Stove:		
Burners:		
Oven:		
Cabinets:		
Curtains:		
Light Fixtures:		
Table:		
Chairs:		
Sink and Faucets:		
Dishwasher:		

**OTHER**


APPROVAL AT CHECK-IN:

APPROVAL AT CHECKOUT

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Signature of Landlord

## **SAMPLE SECURITY DEPOSIT RETURN LETTER**

Date

Landlord  
Address

Dear Landlord,

I am writing to inform you of my new address. Please send my security deposit to the address written below.

Thank you for your cooperation.

111 West Main Street  
Somewheresville, PA 19999

Sincerely,

Todd Tenant

## **WRITTEN REQUEST TO FIX DAMAGES**

Date

Landlord  
Address

Dear Landlord,

My apartment, #3, W. Apple Street, Kutztown, PA, has been without heat and hot water since November 20th.

I regard these conditions as a serious threat to my well-being and as such should be corrected immediately. If they are not corrected within a reasonable period of time, I will have no alternative but to exercise those legal options that are available to me under Pennsylvania Law.

Thank you for your cooperation.

Sincerely,

Todd Tenant

## **SOCIAL AND LEGAL SERVICES**

### **Dean for Student Services and Campus Life**

Dean Bob Watrous is available for consultation in legal matters. In particular, matters involving housing and criminal complaints. While he is not a lawyer he may provide information and advice useful to you.

### **Lawyer Referral Service of Berks County Bar Association 610-375-4591**

### **Small Claims Court**

When you feel you've been "ripped off" financially and have exhausted all other means of obtaining restitution you can contact a District Justice to file a claim up to \$2,000. This applies to dealings with landlords, businesses or private citizens.

Examples of problems you would take to small claims:

1. Landlord fails to return security deposit.
2. Paid for merchandise or services that were faulty or not delivered.
3. Property was damaged and people won't pay.

To file a claim you must appear at a District Justice's Office and complete a claim form. You should have previously sought the damages in writing before filing a claim and appear at the hearing without counseling.

### **Area District Justices**

Gail Greth  
110 Arch Street  
Fleetwood, PA 19522  
Phone: 610-944-7202

Michael Hartman  
Route 73  
Boyertown, PA 19512  
Phone: 610-367-2357

Victor Frederick  
26 Scholl Drive  
Oley, PA 19547  
Phone: 610-987-3344

See the phone book under County Offices - District Justices for others.

### **Bureau of Consumer Protection**

**Office of Attorney General**  
1251 S. Cedar Crest Blvd. Suite 309  
Allentown, PA 18103  
610-821-6690

# *Take a Step Back*



1911

## *A Kutztown Walking Tour*

Published by Off-Campus Advisory Council.

# A Brief History

History of Kutztown (From the Kutztown Sesqui-Centennial)

George Kutz, on June 16, 1755, purchased a tract of 130 acres of land along the Saucony from the owner of the original patent, Peter Wentz. Kutz waited for twenty-four years before laying out the town in February 1779, and naming it Cootstown after himself. His plan included 108 in-lots (fronting Main St.) and 105 out-lots to the rear (facing the current alleys). The lots were 50' by 160' and were subject to perpetual ground rent.

The first sale of any of the lots took place in 1785 when Adam Dietrich and Henry Schweier purchased seventeen lots each. In 1785 also seventy-four acres of the original Kutz purchase passed to the ownership of George Kutz, Jr., who built the stone house at 404 W. Main Street, in 1800. Shortly before 1800 the ownership of the town passed to Peter Kohler.

Early Kutztown consisted of two parts: Kutztown proper and Freetown, which extended west from Baldy St., called Freetown because lots there were not subject to ground rent.

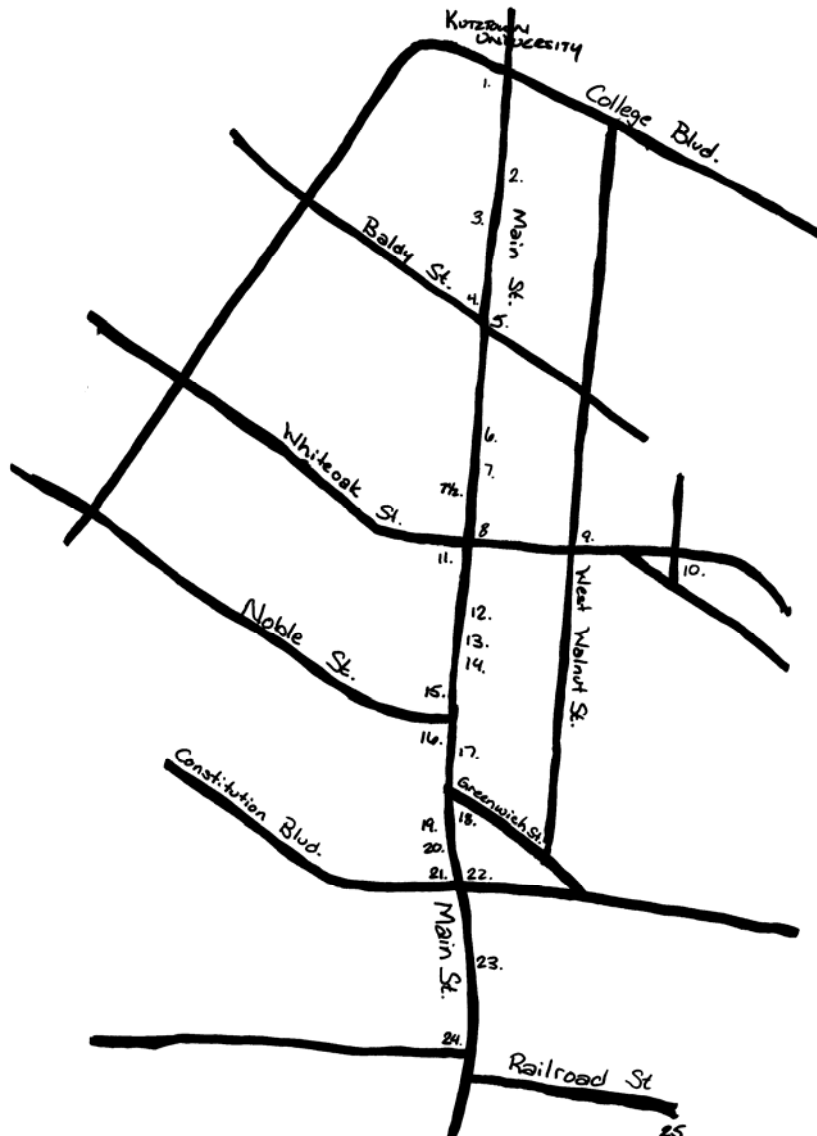
On March 1, 1815 by Special Act of Assembly Kutztown was incorporated into an official borough. The first Town Council meeting was held 15 days later. This made Kutztown the second borough in Berks County; Reading, 1783 was first.



# A Walking Tour of Kutztown

Perhaps one of the best ways to acquaint yourself with your new surroundings is to take a walk through town. This walking tour is an excellent way to get to know your new home. The information for this tour was provided by Erna Snyder and Kutztown's Sesqui-Centennial book. Drawings provided by Carol Burkhart.

## The Map



# The Tour

**1. 478 W. Main** – This two and three quarter story brick dwelling was probably built by William Hine in the late 18th Century. It was sold to Charles Miller in 1887 and remained in his family until 1977 when it was sold to Alvin Kline. In 1979, it was sold and became Sal's



Pizzaroma. Notice the double-pitched mansard roof, elaborate dormer windows and the boldly modeled façade. The dormer windows are embellished with

**3. 428 W. Main** – This is one of the oldest houses on W. Main. It is a stone house built between 1817-1837 and is known as the Schaeffer House.



**5. 401 W. Main** – This corner home is a mixture of styles. Notice the Corinthian columns which are typical of Greek revival. The stained glass windows should be admired.



**\*Note** - This tour will basically take you straight down Main Street, since this is the oldest section of town. It should be noted, however, that there are no historic districts in the borough. Many houses, though still retaining original features from the 1800's, are not always traditional in their maintenance. Some of the most historic hotels have been extensively renovated over the years. They will remain on the tour, since much of the town's history is a blend of old and new, so it is important to see what is behind that new facade.

**2. 433 W. Main** – Georgian brick home with an unusual wrought iron balcony. Notice the grill work on the basement windows. This building, constructed in the 1840's, is known as the Lytle House and is registered as a historic site in Berks



**4. 404 W. Main** – This stone house on the corner of Main and Baldy is the first house in Freetown, the portion in the earliest history of Kutztown where one could build without paying ground rent. Notice the 1800 date stone.



**6. 339 W. Main – Gonser Home.** This is a old English style brick house built for John Gonser, a prominent banker, between 1883 and 1927. Notice the elaborate brick work, the terra cotta roof, the jigsawed wooden ornamentation, and the double carved fans on the door. This building was donated in 1941 to the borough by Louisa Gonser to be used as a free public library and a YMCA. In 1949 the Business and Professional Women’s Club started a reading room on the first story, and the building remained an open library until 1958 when the library moved to Borough Hall on Whiteoak Street. The current public library, located on Bieber Alley, is named the Louisa Gonser Library in honor of the woman who donated the first building.



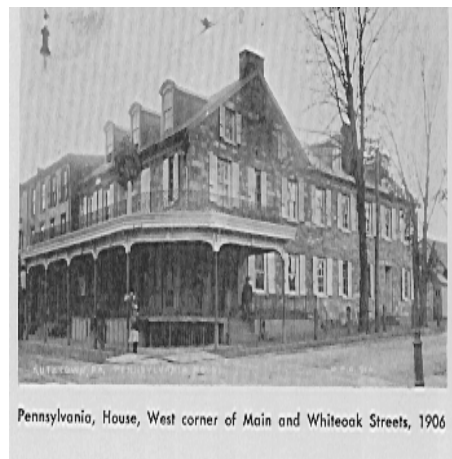
**7. 321 W. Main** – This building is known as the Dunkelberger house and is an example of the ornate brick dwellings built in the early 20th century. The sunburst pattern over the window with serrated edge is also frequently



**7 1/2. 320 W. Main** - There is a hitching post in the side walk in front of 320 W. Main St. If you look by the curb there is a metal plate which can be opened. This Stores the hitching post. When needed, open the plate, push the button and lift the hitching post. When done, simply push it back into the side walk.

**8. First Union**

This is the site of the original Pennsylvania House built of solid limestone in 1841 on the corner of Main and Whiteoak Streets. After a long history the original hotel was torn down and a second was built on the spot. In 1921 this hotel was also torn down and the stone from that building was used to construct the present day Farmers Bank, which moved to this building upon completion. In 1979 the bank (then Hamilton) was damaged by fire. The building was restored and continues to operate as a bank today. The three large murals behind the tellers desk are from the Farmer’s Bank, salvaged from the fire and restored.



**9. Franklin Academy**

301 W. Walnut St.  
This was the town's first secular school. Started in 1835 it provided higher education for nearly 20 years. Note the hitching

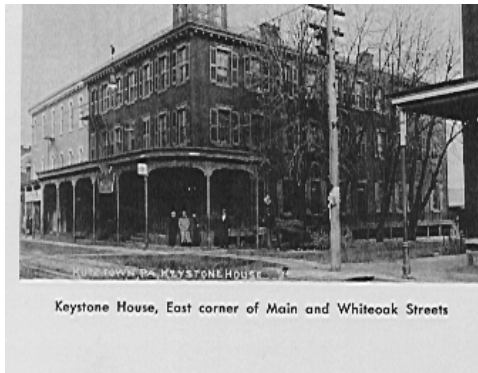
**10. Old Town Hall**

In 1911 construction began on the first Town Hall. Until this point Council met in homes of members. In 1915 this building was completed, and the borough offices occupied the upper floor. In 1958 the local YMCA and Library moved into the building also. 1989 marked the completion of the new Borough Hall located on Railroad Street.



**11. Keystone House (Subway)**

Henry Sanders, in 1859, erected the Keystone House on the east corner of Main and Whiteoak Streets. Sanders was owner and first landlord. Through the years the property has had a long succession of owners and spent decades as Fenstermacher and Son Hardware. Today the building is the site of Subway Sandwich.



**1892 Building** – In 1892 the School Board purchased ground and erected an eight-room building at Whiteoak Street and Normal Avenue. This building was used as the high school for Kutztown, Fleetwood and Brandywine area. The building is registered with the National Register of Historical Places and the Kutztown Historical Society and the Pennsylvania German Society.



**12. 249 W. Main**

– This limestone building was built in the mid 19th century. Note panels inside doorway and the smaller windows have the original paneled and louvered shutters.

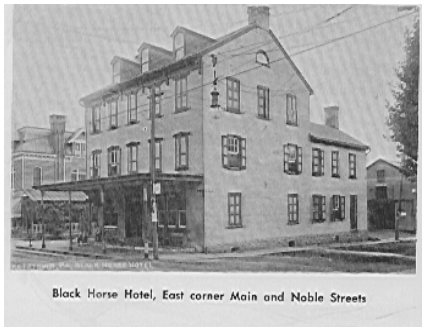
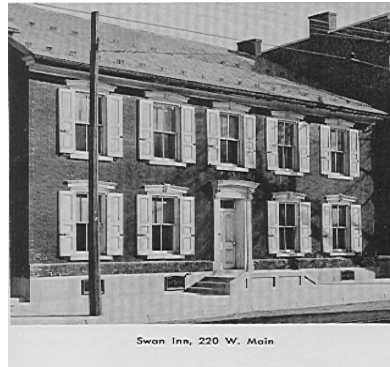
**13. 225, 231, 233 W. Main – Hottenstein houses.**

These three homes were occupied by physicians and dentists in the 1880's and known as the Hottenstein houses. Note the carved doors and the cast iron grills over the cellar windows. This is a good example of varying degrees of historical maintenance.



**14. 223 W. Main** – In the 1930's this shop was called Smith's Candy Shop and Smith factory. The candy was sold under the trade name "Paroma." This typical shop front can be seen in Winterthur in the Shop Alley.

**15. 208 W. Main St** – Swan Inn. This was a tavern in 1775 when it housed Berks Co. soldiers on July 22 on their way to Cambridge, MA to join revolutionary forces. This was the second oldest hostelry in Kutztown. In 1856 it was purchased by Dr. Charles Wanner and converted into a private home. It was passed down to his family. Though clearly renovated over the years, there is still a swan on the iron railing in front of the building



**16. Black Horse Hotel (the Rhode Agency)**

In 1845, on the east corner of Main and Noble Streets, the Black Horse Hotel was erected by Jacob Fisher. The Black Horse was the second hotel on this site. The original hotel, built very early in the 1800's, was a log structure, which was torn down and taken to a nearby farm. In 1925 John Rhode converted the Black Horse Hotel into offices on the first floor and apartments upstairs.

**17. 177 W. Main – Oldest house downtown.** A stone house built and occupied by Henry Neff (one of the first stonemasons of Kutztown) who also helped build the Saucony Bridge.

Notice the carved late Victorian pediment over the doorway. This house



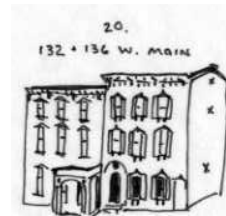
**18. 129 W. Main - The American House.** The American House was built around 1860 and operated as a hotel for decades. The original structure, however, was torn down and replaced with the present day “flatiron” building, erected in 1908 and called the New American House.



**19. 156 to 160 W. Main St. –** These are the crooked houses of Kutztown. They way they have settled over the years has caused significant shifts in the brick structure. There is a very noticeable wave along the roofline as well and shifts around the window areas. Note the old



**20. 132 & 136 W. Main –** There are many things to notice on these lovely homes like the small porch with dentil moldings and the carved dentil molding under the roof cornice. One could say this is a holdover from the Georgian style architecture. Notice the town yard, the side porch and the alley doorway.



**21. 118 West Main –** Next to the bank, this unusual house with double rounded bay windows are eye-catching. The cupola peak is missing on the one.

This seems to be the only house in town that has wooden shingle siding.

Note the carved decorations over the windows and doors.



**22. 107 W. Main –** This building constructed in 1907 by Fred N Baer, is an example of a Victorian brick house restored. Note the original shutters, the carved pediment over the doorway, and the slate door sill.



**23. Saucony Bridge** – The stream marks the division between East and West Main. The name Saucony comes from the Sakunk Indians, meaning a “place of outlet.” Peter Kutz and Henry Neff, early stonemasons, built the original 2 arch stone bridge and many of the homes on Main St. This is the second bridge on the site built in 1911.



**24. 42 E. Main** – Central Hotel. The first building on this site was the Railroad Hotel established in 1887 when it offered food and beverage to travelers on the local railroad and trolley (located directly across the street till 1930). It was renovated and renamed the Central Hotel, which was one of two hotel in town to survive prohibition. Currently, it is Basin Street Hotel, a bar and eatery.

**25. Railroad Station** (left on Railroad Street) – On Jan. 10, 1870, the Kutztown Branch of the Philadelphia and Reading Company, later Reading Company, was completed. Looking to the right you can see the old railroad station built 1969-1970.





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