



RESIDENTIAL LEASE

Plain Language Lease

THIS IS RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE. THIS IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. READ THIS LEASE CEREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.

1. NAME OF LANDLORD AND TENANT(S)

- a) **Name of Landlord/Rental Agent:** Onyx Management Group
Tel: 215-953-0363
- b) **Address to sent payments:** 940 Pennsylvania Blvd. Suite A
Feasterville PA 19053
- c) **Name of Tenant(s)**

2. LEASED PROPERTY

- a) **The leased property is the location Landlord agrees to rent to Tenant.**
It is a ___ Single Home, ___ Townhouse ___ Condominium,
 ___ Apartment, ___ Other
The words "leased property" refer to the type of residence above.
- b) **The exact address is**
- c) **The following items are part of leased property:**

3. STARTING / ENDING DATES OF LEASE

- a) **This lease begins on** _____ **This lease ends on** _____
- b) **To end this lease Landlord or Tenant must give 60 days notice before ending date or any renewal period.**

4. MONEY OWED AT MOVE IN

Total rent due for entire length of lease			\$
Security Deposit	Paid \$	Due \$	
First Month	Paid \$	Due \$	Total \$
Last Month	Paid \$	Due \$	

5. RENT

- a) The rental amount each month is \$ _____ and is due by the **FIRST (1st)** day of each month.
- b) Landlord will send a Notice to Pay Rent or Move if Landlord does not receive rent by the **FIFTH (5th)** day of the month
- c) A court action to remove tenant begins on the **TENTH** day. All court costs are paid by Tenant.
- d) If Tenant mails rent to Landlord, the postmark date of the letter is the date of payment.

6. ADDITIONAL RENT CHARGES

- a) Rent is considered late if postmarked after **FIRST (1st)** day of each month.
- b) Rent is \$50 more if not paid by due date.
- c) Charges not paid when due become additional rent for the next month’s rent.

7. ORDER IN WHICH RENT PAYMENT IS APPLIED

Landlord applies rent received to money due from the past in the following order:

- | | | |
|------------------------------|------------------------|-------------------------------|
| 1. Additional Rent Charges | 4. Other Fees Not Paid | 7. Damages to Leased Property |
| 2. Tenant Owed Utility Bills | 5. Past Rent | |
| 3. Legal and Court Costs | 6. Current Rent | |

8. NUMBER OF OCCUPANTS

- a) The most people allowed to live in the leased property are:

Names of all occupant(s) not signing this lease:

- b) If any unauthorized occupant(s) is living in the leased property, Landlord can:

- 1) End this lease with thirty days written notice.
- 2) Require Tenant to pay **\$ 100.00** per month for each unauthorized occupant(s).
- 3) Require Tenant to pay for all damages caused by unauthorized occupant(s).

- c) Unauthorized occupant(s) is anyone not listed on the lease that has lived in the leased property for more than **30** days in a row.

9. UTILITY SERVICES

Landlord and tenant agree to pay for the utilities and services listed below:

	LANDLORD PAYS	TENANT PAYS
Cable TV	NO	YES
Condominium Fee	N/A	N/A
Cold Water	NO	YES
Electricity	NO	YES
GAS	NO	YES
Heat	NO	YES
Heater Maintenance Contract	NO	N/A
Homeowner Assoc. FEE	N/A	N/A
Hot Water	NO	YES
Lawn and Shrubbery Care	NO	YES
Oil	NO	YES
Parking Fee	N/A	N/A
Sewer	NO	YES
Snow Removal	NO	YES
Trash Collection	NO	YES
Water Cost over Yearly Charge	N/A	N/A

10. INSPECTION

- a) Tenant agrees to give Landlord a signed inspection sheet when signing this lease. When this lease ends, Tenant is responsible for all items needing repair not listed on the inspection sheet, OR
- b) Tenant may decide to keep the inspection sheet beyond the date of lease signing for further inspection. It is Tenant's responsibility to return a signed copy by certified mail within five (5) days to the Landlord.
- c) If the inspection sheet is not returned within the five (5) days, Tenant agrees the leased property is in satisfactory condition.

11. CHANGES TO THE LEASED PROPERTY

- a) Tenant agrees not to change or redecorate the leased property without Landlord's written permission. The following are not permitted:
 - 1) painting of walls a color other than the existing wall color when this lease is signed;
 - 2) installing any wall covering material;
 - 3) installation of ceiling tiles, or any other object which requires the drilling of holes in the floors, doors or ceilings.
- b) Landlord approved changes that the Tenant made to the leased property belong to the landlord, unless Landlord and Tenant agreed otherwise in writing.

12. INSURANCE

- a) Landlord agrees to carry fire and liability insurance on the building. Landlord does not insure Tenant's personal property under his insurance policy.
- b) Landlord strongly recommends that Tenant carry fire and liability insurance to protect Tenant, Tenant's personal property and his guests. Tenant agrees to list landlord as additional insured on any policy Tenant purchases.
- c) If there is any loss of property by fire, theft, burglary or any other means, Tenant agrees to relieve Landlord from all responsibility. Tenant agrees to pay for any loss or claim filed.

13. LANDLORD NOT RESPONSIBLE FOR TENANT'S PROPERTY AND TENANT'S GUESTS INJURY

- a) Landlord is not responsible for loss, theft or damage to property of Tenant or Tenant's guests.
- b) Landlord is not responsible for any liability or injury to any person while on the leased property.
- c) All belongings left by Tenant become Landlord's property to remove or keep as abandoned property. The cost of disposal is charged to Tenant.

14. BAD CHECKS

Tenant agrees to pay a fee of **\$ 35.00** for any check that is not honored by the bank. Landlord reserves the right to require future payments in the form of cash, money order or certified check.

15. REPORTING OF PAST RENT OWED

Tenant is aware that Landlord may report past rent, damages, utilities, or other costs owed be Tenant to a credit reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or credit for future housing.

16. ADDITIONAL SIGNERS TO THE LEASE

a) All signers of this lease are responsible for all financial obligations. This includes but is not limited to: rent, late fees, damages, and other cost over the security deposit.

b) The approved signers not living in the leased property give Landlord permission to place a money claim or lien on real estate located at _____

The additional signer's phone number(s) are _____

The additional signer's Social Security number(s) are _____

c) Landlord will place a money claim or lien on the real estate after receiving a court judgment showing the amount of money Tenant owes.

17. CARE AND USE OT LEASEED PROPERTY

a) **Primary Residence:** Tenant agrees to use the leased property as a primary residence only for tenant and authorized occupants only.

b) **Use of Leased Property:** Tenant agrees not to use the leased for any unlawful or hazardous purpose. Tenant needs written permission from Landlord before using the leased property for any business or profession..

c) **Obey all laws:** Tenants agrees to obey government housing regulations, local and state laws, and Condominium and home owner association rules as they apply to Tenant.

d) **Keep safe and clean:** Tenant agrees to keep property safe against fire and water damage. Tenant agrees to remove trash, garbage and other waste in a safe manner.

e) **Heating sources:** Tenant agrees not to use any other heating sources that the one provided in the leased property. Tenant will keep temperature at 60 degrees or above at all times.

18. TENANT RESPONSIBILITIES

a) **No Noise:** Tenant is responsible for the behavior and conduct of all people, either living with or visiting the tenant. It is tenant's responsibility to make sure these individuals behave in a manner that they will not disturb neighbors.

b) **Payment of Utilities:** Tenant agrees to pay on time all utility bills for which Tenant is responsible. Section 9 lists Utility Services.

c) **Pests:** Landlord is giving the leased property free of insects, rodents, and pests at move-in. Tenant agrees to pay for pest control service if needed after tenth (10th) day of move-in.

d) **Locks:** Tenant agrees not to change locks or put additional locks on door without Landlord written permission. Landlord may remove any locks put on by Tenant. Tenant will pay the cost of new locks.

e) **Phone Numbers:** Tenant agrees to provide Landlord with current home and work phone numbers and will tell Landlord of any changes in these numbers.

19. LANDLORD'S RESPONSIBILITIES

- a) **Government Regulations:** Landlord agrees to keep the leased property and common areas as required by law or government regulation.
- b) **Good Repair:** Landlord agrees to keep in good repair and working order the electrical, plumbing, sanitary, heating, air conditioning and all other services. Tenant will advise Landlord in writing of any of these items not in good repair or working order. Landlord is not responsible for damage caused by Tenant negligence or intentional acts.

20. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

- a) Tenant agrees to permit Landlord to place a for sale, rent or informational sign on or near the property.
- b) Landlord agrees to give Tenant reasonable notice before entering the leased property. Landlord or person chosen by Landlord, has the right to inspect, show, make repairs and do maintenance even if the Tenant is not home.
- c) Landlord or a person chosen by the Landlord has the right to enter the leased property without notice for an emergency. If Tenant is not present, Landlord agrees to tell Tenant promptly to explain the visit.

21. DAMAGE TO LEASED PROPERTY

- a) If a fire or other mishap damages the leased property Tenant may continue to occupy the livable part, if local codes and laws grant permission. If Tenant decides to stay, Tenant will pay rent according to the percentage of the amount of area that is livable until Landlord repairs damage.
- b) If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Landlord will collect money due by Tenant, then return security deposit plus rent paid in advance for the period after the fire or mishap. Once the lease has ended, Landlord is not responsible for finding replacement housing for Tenant.
- c) Tenant agrees to allow Landlord or Landlord's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.
- d) Any fire or other mishap caused by Tenant or tenant's guests is tenant's full responsibility. This includes the payment of rent and all other terms and conditions of this lease.
- e) Tenant is responsible for damage caused by windows being left open. Any windows or screens broken or damaged by anyone is Tenant's responsibility.
- f) Tenant agrees not to hold Landlord responsible for damage or injury caused by water, snow or ice that comes on the Property.

22. LOST KEYS

- a) If Tenant contact Landlord to unlock a door between 9AM and 5 PM Monday through Friday, cost is **\$45.00**. If Tenant contacts Landlord during other hours, the cost is **\$65.00**.
- b) If Tenant decides to use a locksmith, Tenant must pay locksmith and provide Landlord with a new key immediately.

c) If Tenant contacts Landlord to replace a lost key, the cost is **\$10.00** per key.
Tenant Tenant Tenant Landlord

23. REPAIRS

- a) Tenant agrees to tell Landlord in writing of any dangerous conditions on the property or in the leased property. If tenant fails to do so, Tenant is responsible for all injury or mishap caused by the dangerous or defective conditions.
- b) Tenant agrees to pay the total cost of any repair that is above normal wear and tear and is caused by Tenant or Tenant’s guest(s). Tenant agrees to correct and pay for these damages. If tenant does not complete repairs within reasonable time, Landlord will pay to have the repair completed. This cost ois considered additional rent and is due with the following month’s rent payment.
- c) Tenant agrees to pay to open all clogged drains, toilet, sinks, traps caused by Tenant’s auction
- d) Landlord is not responsible for any inconvenience or loss that needed repairs might cause.
- e) If this lease is for single family home, townhouse or condominium, Tenant agrees to buy and change filters on the furnace every six (6) months. If damage is caused because the filters were not changed Tenant agrees to pay for all expenses to repair furnace, including service call charge

23. LEAD BASED PAINT NOTICE

- a) The Federal Environmental Protection Agency requires all Landlords who wish to rent property Built before 1978 to give Tenant a **Lead Based Paint Pamphlet**. This **Pamphlet** explains that explains that young children and pregnant women who are exposed to lead hazard may experience serious health problems. It also explain the physical and mental damage to young children exposed to lead paint and/or lead hasards.
- b) Landlord is required to tell Tenant if the property contains or does not contain any lead-based paint. If Landlord does not know if lead-based paint is present, Tenant may hire a certified lead paint inspector, at Tenant’s expense, to inspect the property. Tenant will supply Landlord before inspection the name of the inspection company.
- c) The lead-based paint inspection must happen within five (5) days of moving in and the written result returned within ten (10) days. Tenant gives permission to have the inspection results given to Landlord in writing.
- d) Tenant has two choices if lead-based paint or lead hazards are present:
 - 1) Tenant may end lease by notifying Landlord in writing within two days of receiving the inspection results. Tenant agrees to move out of leased property within 90 days of the starting date of lease.
 - 2) Tenant may continue the lease and agrees not to hold Landlord responsible for any future health problems due to lead-based paint or lead hazards.
- e) Tenant acknowledges receiving this **Lead Based Paint Pamphlet** before signing this lease_____ **TENANT’S INITIALS**

25. WATERBEDS

- f) Waterbed not allowed unless Landlord agrees in writing.
- g) If allowed, Tenant must sign a Waterbed Agreement and show proof of an insurance policy, naming Landlord as an additional insured or beneficiary.

Tenant Tenant Tenant Landlord

26. SMOKE DETECTORS

- a) Landlord has supplied smoke detector(s) in the leased property. Tenant is responsible for smoke detector operation and agrees to replace batteries “as needed”.
- b) Tenant agrees to tell Landlord immediately if any smoke detector(s) fails to work for any reason other than battery.
- c) Tenant agrees not to disconnect a smoke detector or allow any one else to disconnect it. Tenant responsible for any injuries, damages, or loss suffered because of someone disconnecting a smoke detector for any reason.

27. VEHICLES

- a) Tenant agrees to park cars, trucks or motorcycles in the parking area. Tenant agrees to have current registration, license plates and inspection stickers on all vehicles. Tenant will receive a written notice from Landlord for any vehicles not meeting these requirements. If Tenant does not comply with these requirements within five (5) days, Tenant agrees to pay towing and other expenses to remove the vehicle(s).
- b) Tenant agrees not to park or store a motor home, camper, trailer, boat, boat trailer or other recreational vehicle without the written permission of Landlord.
- c) Repainting, repairing or servicing of any vehicle is not permitted on the property.

28. PETS NOT ALLOWED

- a) Tenant agrees not to have any pets or animals on the leased property without the written permission of Landlord. If Landlord discovers Tenant has an animal on the leased property without Landlord’s permission, Landlord can:
 - 1) end the lease by giving thirty days notice to leave; or
 - 2) start a new lease with increases to the security deposit and rent beginning immediately; or
 - 3) remove any animal found on the leased property that is not approved by landlord to an animal shelter or other such location at tenant’s expense;
- b) Tenant agrees to pay Landlord for damages that animal caused.

29. TOGETHER AND INDIVIDUAL LIABILITY

If more than one Tenant signs this lease, each is responsible individually or together for making full rent payments. This means that if one tenant moves out, landlord can make both Tenants or just one Tenant, responsible to pay the full rent. It also means that Landlord can sue any one Tenant or all Tenants for breaking the lease.

30. TENANT MAY NOT TRANSFER OR SUBLEASE

A sublease is a separate lease between Tenant and another person who agrees to lease all or part of the leased property. Tenant agrees not to transfer, sublease or allow anyone else to occupy the leased property without Landlord’s written permission. Any new Tenant must first meet Landlord approval before being accepted as a new Tenant.

31. TAKING BY THE GOVERNMENT

The government has the right to take private land for public use. If the government takes all or part of the Property, this lease ends. Both Landlord and Tenant agree to end lease as of the date of the transfer.

32. MEDIATION / ARBITRATION

Tenant or Landlord may agree to submit any dispute concerning this lease to final and binding mediation/arbitration. Both the Tenant and the Landlord choose the mediator.

33. NO JURY TRIAL

Landlord and Tenant agree to give up their right to a trial by jury. This is for any civil action or any other action brought by either Landlord or Tenant against the other.

34. LANDLORD'S RIGHT TO MORTGAGE THE PROPERTY

If Landlord has a mortgage on the property, the mortgage company rights are stronger than the tenant's rights against the Landlord. If Landlord fails to make mortgage payments, the mortgage company has the rights to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Landlord.

35. SALE OF PROPERTY

- a) If Landlord sells the Property, Landlord will transfer all security deposit and any interest due to the new Landlord. Landlord agrees to notify Tenant about the sale and to provide the name, address and phone number of the new landlord and where rent is to be paid.
- b) The new Landlord is responsible to Tenant for the return of the security deposit and any interest due after the sale of the property.
- c) Tenant understands that landlord will not have any more responsibilities in this lease after the property is sold to the new owner.

36. TRUTHFUL APPLICATION

If Landlord learns that Tenant is not truthful on the rental application, Landlord may end this lease immediately.

37. LAWN CARE AND SNOW REMOVAL

- a) Tenant is responsible for lawn maintenance and snow removal.

Lawn maintenance means:

- 1) Cutting of grass
- 2) Trimming of bushes and hedges
- 3) Weeding of flower beds

Snow removal means:

- 1) Shoveling snow from steps, sidewalks, and driveway
- 2) Removal and salting of ice and snow

- b) If Tenant does not maintain these two areas in a satisfactory condition, Landlord will complete the work. This expense becomes additional rent to Tenant.

38. ILLEGAL ACTIVITY

This lease automatically ends if anyone finds Tenant or Tenant's guests storing, using, selling, manufacturing or distributing illegal drugs. This also applies to any other illegal activity under State and Federal law

39. NOTICE

- a) Landlord agrees to send all notice to Tenant in writing by regular mail or certified mail or to deliver in person. If Tenant is not home, Landlord or Landlord's representative will place the notice on the leased property in an easy to see location.
- b) Tenant agrees to send all notices to Landlord in writing by certified mail, return receipt requested. This is only form of notice permitted in a court hearing as evidence of notice given.

40. DEATH DURING LEASE

- a) If Tenant dies during the term of this lease and is a single person Tenant:
 - 1) Tenant's heirs or executor of the estate have the right to end this lease two (2) months after the death of the Tenant.
 - 2) The leased property must be free of all furniture, cleaned and ready for move-in by a new Tenant before written notice of cancellation is given.
- b) Security Deposit is returned when:
 - 1) Rent and other charges remaining due are paid in full;
 - 2) All furniture and personal belongings are removed and leased property is clean;
 - 3) A replacement Tenant is found who will take occupancy at the end of the two months;
- c) If lease is signed by more than one person, the surviving Tenant(s) who signed the lease are responsible to complete the lease.

41. LANDLORD DOES NOT GIVE UP RIGHTS

If Landlord fails to enforce any clauses in this lease, Landlord may enforce these clauses at a later time without penalty.

42. SURVIVAL

If the courts find any clauses against the law, all other clauses that are legal are not affected.

43. CHANGING TERMS AND CONDITIONS OF LEASE

- a) Landlord must give Tenant at least **60** days notice before the lease ends if any terms and conditions are changed. Tenant has **5** days from the date of receiving the notice to decide to accept or not accept the changes.
- b) If Tenant does not give the required notice within **45** day period, the lease renews under the new terms and conditions given by the Landlord.

44. RENEWING LEASE

- a) This lease automatically renews on a month-to-month basis if not ended or changed by either party.
- b) Landlord and Tenant must give each other at least **sixty (60)** days notice before the end of the lease, if either one does not want the lease to automatically renew.

45. NOTICE TO END LEASE

- a) Tenant or Landlord may only end lease at the end of the lease term. Tenant and Landlord agree to give the other 60 days written notice before the lease ending date.
- b) If Tenant is on a month-to-month lease, Tenant or Landlord must give each other **sixty (60)** days written notice.
- c) If Tenant or Landlord notifies the other after the first of the month, notice does not effect until the first of the next month.

46. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)

If Tenant breaks this lease, Tenant agrees to give up his right of a “ Notice to Quit ”. This means Tenant allows Landlord to go to court without giving required notice. Tenant has the right to challenge Landlord’s charges in court.

47. TENANT BREAKS LEASE

- a) Tenant loses the protection provided in the lease if:
 1. Tenant does not pay or other charges due;
 2. Tenant empties or abandons the leased property before the end of the lease without written notice to the Landlord;
 3. Tenant does not follow all the terms and conditions of the lease;
 4. Tenant does not leave at the end of the lease period. Tenant will pay Landlord a fee of **\$ 40.00** per day if Tenant does not leave the leased property at the end of the lease;
- b) If Tenant breaks this lease in any way, the security deposit is not refundable.

48. LANDLORD’S RIGHTS IF TENANT BREAKES LEASE

- a) If Tenant breaks this lease agreement, Landlord has the right to:
 - 1) End this lease agreement;
 - 2) Go to court to get back (Recover Possession) the leased property;
 - 3) Hire an attorney to start a court eviction action. Tenant agrees to pay Landlord all attorney’s fees and court costs;
 - 4) Start eviction action without an attorney. Tenant agrees to pay Landlord the sum of **one hundred dollars (\$100)** as collection costs if Landlord must take Tenant to court;
- b) If Landlord wins in court, Landlord can use the court process to take tenant’s personal goods, motor vehicles and money in banks.

49. WHAT TENANT OWES LANDLORD IF TENANT BREAKS LEASE

If lease is broken by Tenant, the tenant owes to Landlord:

- a) All rent and other charges allowed by this lease;
- b) All legal fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storing cost and other expenses that Landlord has to pay;
- c) The cost of repainting and replacing any damage to the leased property caused by the Tenant or Tenant's guests.
- d) Any cost that landlord suffers as a result of tenant breaking lease;

50. SECURITY DEPOSIT

- a) If Tenant breaks this lease in any way, the security deposit is not refundable.
- b) Tenant agrees to give Landlord a written forwarding address and return all keys before moving from the leased property. Failure to do so will allow Landlord to keep Tenant's security deposit in full.
- c) Within 30 days of Tenant moving, landlord forwards the balance of the security deposit plus any interest due. Landlord gives Tenant a list detailing the cost of all damages subtracted from the security deposit.
- d) Landlord will use security deposit money in the following order:
 - 1. Additional Rent Charges
 - 2. Tenant-owed Utility Bills
 - 3. Legal and Court Cost
 - 4. Other Fees Not Paid
 - 5. Past Due Rent
 - 6. Current Rent
 - 7. Damages to Leased Property
- e) Tenant can not use the security deposit as payment for any month's rent including the last month's rent without court permission.

51. RETURN OF SECURITY DEPOSIT

The return of Tenant's security deposit is subject to the following conditions:

- a) **Full term of lease has ended;**
- b) **Landlord has received a written forwarding address of tenant before moving;**
- c) **All rent paid in full;**
- d) **All keys and other property has been removed;**
- e) **No damage to the property has occurred beyond normal wear and tear;**
- f) **All personal property has been removed;**
- g) **The entire leased property has been cleaned, including all appliances;**
- h) **Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile or wood, have been repaired according to standard practices;**
- i) **No unpaid late charges or rent remains due;**
- j) **All utility bills are paid in full and written proof given to Landlord;**
- k) **Light fixtures have been cleaned and bulbs replaced where needed;**
- l) **All carpets have been professionally cleaned and written proof given to Landlord;**

52. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT

- a) 75% of hardwood floor must be cover with area rugs;
- b) All utility have to be transfer under Tenant’s name on or before / /
- c) Phone number for utilities company are:
 - 1. Gas / PGW – 215- 235- 2050
 - 2. Electricity / PECO – 1-800-494-4000
 - 3. Water / Water Revenue Bureau – 215-686-6880
 - 4. Oil Company – 215-492-1900
- d) If the water bills are not paid when due, Onyx Management will increase the rent by \$100 month

TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE. IF TENANT DOES NOT UNDERSTAND THE LEASE TERMS, TENANT SHOULD SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS.

THIS LEASE WITH ANY ADDED CLUSES OR HOUSE RULES IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT. NO OTHER ORAL OR WRITTEN AGREEMENTS ARE PART OF THIS LEASE.

Tenant

Landlord

Tenant

Landlord

6.30/2007

ADDITIONAL RULES

ANTENNAS AND SATELLITE DISHES

- a) Tenant agrees not to install or attach to the building any antenna or satellite dish without permission of Landlord;
- b) If Tenant installs an antenna or satellite dish without written permission from the Landlord, Landlord may end this agreement by giving 30 days written notice.

APPLIANCES

Any appliances remaining in the leased property remain the personal property of the Landlord and are not parts of this lease. Tenants may use the appliances but Landlord assumes no responsibility for their operation, repair or replacement. Appliances remaining are:

Stove Refrigerator AS IS CONDITION

BILLING FOR UTILITIES THAT REMAIN IN LANDLORD'S NAME

- a) If Landlord keeps utility bill in Landlord's name or local municipalities require to stay in Landlord's name, Landlord will forward bill to Tenant. Tenant is then responsible to pay the utility company promptly.
- b) Tenant has to pay water service and usage according to monthly bill.

INSURANCE

- a) Landlord agrees to carry fire and liability insurance on building. Tenant's personal property is not insured under Landlord's insurance policy.
- b) Tenant will carry fire and liability insurance to protect Tenant, Tenant's personal property and his guests. Tenant agrees to list Landlord as additional insured on any policy Tenant purchases.
- d) If there is any loss of property by fire, theft, burglary or any other means, tenant agrees to Relieve landlord from all responsibility. Tenant agrees to pay for any loss or claims filed.

MILITARY RELEASE FROM LEASE

- a) Landlord agrees to let Tenant end this lease with **sixty (60)** days written notice, if Tenant receives orders to a new duty station located out of the area. This also applies if the government assign Tenant to government housing.
- b) Tenant agrees to give Landlord a copy of the official orders. Landlord will not charge any penalties for breaking this lease.

PAINTING

If Tenant paints or wallpapers, Tenant understands it is Tenant's responsibility to paint walls back to the original color before moving. If Landlord agrees to allow existing wallpaper or paint color to stay, Landlord will state this in writing to Tenant at start of the lease.

PETS ALLOWED _____ *initials*

- a) Tenant will pay the cost of repairing damage caused by the pet and will pay the cost as additional rent;
- b) Landlord reserves the rights to end this pet agreement if tenant does not maintain the pet properly or the pet becomes a nuisance to others.
- c) Tenant agrees to walk pet on a leash no longer than 6 feet and to pick up after the pet.
- d) Tenant agrees not to leave pet unattended for more than 10 consecutive hours and will remove all offspring of the pet within 4 week of birth.
- e) The cost of repairing any damage caused by the animal is a charge Tenant agrees to pay as additional rent. This includes cleaning and deodorizing carpet.

REPAIRS

- a) Tenant is responsible for all damages to the leased property that Tenant or Tenant's guests cause. Tenant agrees to correct and pay for these damages.
 - 1) If Tenant does not complete repairs in a reasonable time, Landlord will pay to complete repair.
 - 2) The Tenant will reimburse Landlord for this cost in the following month's rental payment. This cost is considered additional rent due.
- b) Landlord is responsible to repair damage Tenant or Tenant's guests intentionally caused.
- c) Tenant agrees to change filters on the heater every **3 (Three)** months. If Tenant neglects to do so and damage is caused because filters were not changed, Tenant agrees to pay for all expenses to repair damage, including the service call charges.

TENANT FAILS TO MOVE IN AFTER GIVING DEPOSIT TO HOLD

If leased property is ready for move-in and Tenant cancels moving in, Landlord may keep all money paid by Tenant in advance. Tenant is responsible for payment of reasonable advertising costs to re-rent the leased property. Tenant pays rent for days the leased property remains empty.

TENANT MOVES BEFORE END OF LEASE

If Tenant wants to end this lease and move out before the ending date, Tenant has these options:

- a) Pay a fee equal to two month's rent and lose all security deposits;
- b) Pay a fee equal to one month's rent and pay for all expenses in locating a replacement tenant. Tenant will show leased property to prospective tenants. Tenant will receive the security deposit back, minus damages, if a replacement tenant is found by Tenant's move-out date.
- c) If Tenant or Landlord finds a replacement tenant after the move-out date, tenant will receive the balance of the security deposit, if any remains.

TRANSFER AND LEASE TO ANOTHER PERSON - N/A

Landlord allows: _____ to occupy the leased property.

- a) Tenant is responsible for all expenses in locating a replacement Tenant;
- b) Landlord must review all applications and approve;
- c) The lease remains under the original Tenant's name. Original Tenant is responsible for all damages, needed repairs and uncollected rent of the replacement Tenant;
- d) The replacement Tenant must accept the property in "as-is" condition and after approval, pay a fee of \$ _____ to Landlord for time in processing the transfer.

TRANSFER OF LEASE TO NEW OWNER - N/A

- a) Landlord transfers all of his right in this lease to _____, the new Landlord. The new Landlord assumes all responsibilities under this lease.
- b) New Landlord acknowledges receiving \$ _____ for Tenant's security deposit, pro-rated rent, last month's rent, and other deposits mentioned here: _____.

LEAD-BASED PAINT CLAUSE

“EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESSEE THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASE PAINT HASARDS. A COMPREHENSIVE LEAD INSPECTION OR RISK ASSESSMENT FOR POSSIBLE PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE.”

Within ten (10) days from the final signing of this lease, the tenant can pay for a comprehensive lead inspection and risk assessment of the rental property by a certified lead inspector. If the inspection discloses that lead-based paint or lead-based paint hazards exist in the rental property, the tenant has two (2) business days after receiving the report to end this lease and get back all rents and security deposits paid to the landlord. If the tenant does not get an inspection within the permitted ten (10) days or does not end this lease within two (2) days after getting the report, the tenant gives up the right to get an inspection or end this lease.

Witness _____ **Lessee/Tenant** _____ **Date** _____

Witness _____ Lessor/Landlord _____ Date _____