



Residential Lease

Plain Language Lease (version 5-19-2011)

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE. THIS IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. READ THIS LEASE CAREFULLY 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. NAMES OF LANDLORD AND TENANT(S)

- a) Name of Owner _____
- b) Name of Landlord/Rental Agent ONYX MANAGEMENT GROUP
- c) Address to send rent payments 940 PENNSYLVANIA BLVD SUITE A,
FEASTERVILLE PA 19053
Phone: 215-355-0500 website: www.onyxmgt.com
- d) Name of Tenant(s): _____, _____

2. LEASED PROPERTY The leased property is the location Landlord agrees to rent to Tenant. It is a:

- Single Home Townhouse Condominium Apartment Other Duplex

The words "leased property" refer to the type of residence above.

The exact address is _____

The following items are part of the leased property: Stove, Refrigerator

3. STARTING / ENDING DATES OF LEASE

This lease begins on _____ this lease ends on _____

To end this lease Landlord or Tenant must give 60 days notice before the ending date or any renewal period. Sixty days notice prior to the first of any month.

4. Money owed at move in

	PAID	DUE
Total Rent Due For Entire Length Of Lease		\$
Security Deposit		\$
Regular Rent		\$
Last Month's Rent		\$
Amount Due Before Possession		\$

5. RENT

a) The rental amount each month is \$_____ and is due by the **1st (First)** day of each month.

Next payment is due _____ in the amount of \$_____ [MONTH] Proration

b) Landlord will send a Notice to Pay Rent or Move if Landlord does not receive rent by the 5th day of the month.

c) A court action to remove tenant begins on the 10th day. All court costs are paid by Tenant.

d) If Tenant mails rent to Landlord, the date of receipt of the rent by Landlord is the date of payment.

Initials: Tenant Tenant Tenant Landlord Landlord

6. ADDITIONAL RENT CHARGES

- a) Rent is considered late if received by Landlord after the 5th day of each month.
- b) Rent is \$50 more if not paid by the due date.
- c) Rent is an additional \$75 if not paid by the 10th day.
- d) 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 2 Adults and 1 child

Names of all occupants:

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

- 1) End this lease with fifteen days written notice.
- 2) Require Tenant to pay \$100 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
Lawn and Shrubbery Care	NO	YES
Electricity	NO	YES
Gas	NO	YES
Heat	NO	YES
Homeowners Assoc. Fee	N/A	
Hot Water	NO	YES
Oil	N/A	
Water bill/ Fire Sprinkler Service	N/A	
Sewer Fee	NO	YES
Snow Removal	NO	YES
Trash Collection	NO	YES
Cold Water	NO	YES

Tenant is responsible for all services not provided by Landlord above, such as snow removal, trash removal, and lawn and shrubbery care. If utilities are not switched by the time the next rent payment is due, there will be an additional handling charge of \$25 for each bill.

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, and no repairs are required or necessary.

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 requires 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 any person, tenant or otherwise, sustains any injury on the leased premises, or if there is any loss of property by fire, theft, burglary or any other means, Tenant hereby RELEASES AND RELIEVES LANDLORD AND LANDLORD'S AGENT from any and all responsibility and liability for such injuries and damages. Tenant further agrees to pay for any loss or claim filed and to HOLD LANDLORD AND LANDLORD'S AGENT HARMLESS from any liability or expense for any such injuries or damages.

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 **\$45.00** for any check that is not honored by the bank. Landlord reserves the right to require future rent payments in the form of cash, money order, or certified check.

15. REPORTING OF PAST RENT OWED

Tenant is aware that Landlord may report any past rent, damages, utilities, or other costs owed by 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 costs 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 signers' phone number(s) are _____

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

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

17. CARE AND USE OF THE LEASED PROPERTY

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

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

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

d) Keep safe and clean: Tenant agrees to keep the leased 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 source than the one provided in the leased property. Tenant will keep temperature at 60 degrees or above at all times.

18. TENANT'S 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 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 a pest control service if needed after the tenth (10th) day of move-in.

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

e) Phone Numbers: Tenant agrees to provide Landlord with current home and work phone numbers and will tell Landlord of any change 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 and Tenant shall promptly pay landlord the cost of repairing all such damage.

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 at least 24 hour 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 the 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, and 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 and the cost of repair of any and all damages caused by such fire or other mishap.

- e) Tenant is responsible for damage caused by windows being left open. Any windows or screens broken or doors damaged by anyone are Tenant's responsibility.
- f) Tenant agrees not to hold Landlord responsible for damage to Tenant's property or injuries to Tenant caused by water, snow, or ice that comes on the property or leased premises.

22. LOST KEYS

- a) If Tenant contacts Landlord to unlock a door between 9 AM and 5 PM Monday through Friday, the cost is **\$85**. If Tenant contacts Landlord during any other hours, the cost is **\$125**.
- 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 **\$15** per key.

23. REPAIRS

- a) Tenant agrees to immediately tell Landlord in writing of any dangerous or defective 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 and for any and all damages to leased property or appliance therein, except for such damages caused by normal wear and rear.
- 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 a reasonable time, Landlord will pay to have the repair completed. This cost is considered additional rent and is due with the following month's rent payment.
- c) Tenant agrees to pay to open all clogged drains, toilets, sinks, and traps caused by Tenant's actions.
- d) Landlord is not responsible for any inconvenience or loss that needed repairs might cause.
- e) If this lease is for a single family home, townhouse, or condominium, Tenant agrees to buy and change filters on the furnace every three (3) months. If damage is caused because the filters were not changed, Tenant agrees to pay for all expenses to repair furnace, including the service call charge.

24. 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 young children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the physical and mental damage to young children exposed to lead paint and/or lead hazards.
- 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 days of moving in and the written results returned within ten 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 the 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

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

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 the battery.
- c) Tenant agrees not to disconnect a smoke detector or allow anyone else to disconnect it. Tenant is 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 anywhere 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 the 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 and 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 for making full rental payment, and for paying for repairs of any and all damages to or on the property.

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. 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.

33. 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 monthly mortgage payments, the mortgage company has the right to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Landlord.

34. SALE OF PROPERTY

- a) If Landlord sells the Property, Landlord will transfer all security deposits 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.

35. TRUTHFUL APPLICATION

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

36. 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 sidewalks
- 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.

37. ILLEGAL ACTIVITY

This lease automatically ends and terminates if Tenant or any of Tenant's guests stores, uses, sells, manufactures or distributes illegal drugs on the leased premises or common area, or is in an inedited condition anywhere in a common area. This section also applies to any illegal activity under state, municipal, or federal law.

38. NOTICES

- a) Landlord agrees to send all notices 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 the only form of notice permitted in a court hearing as evidence of notice given.

39. DEATH DURING LEASE

- a) If Tenant dies during the term of this lease and is a single person Tenant:
 - 1) Tenant's heirs or the 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.
 - 4) All damage, except for normal wear and tear must be repaired and leased property and appliances returned to landlord in the same condition as such were in at the start of this lease.
- c) If lease is signed by more than one person, the surviving Tenant(s) who signed the lease are responsible to complete the lease and the estate of the deceased tenant shall be jointly liable with the surviving tenant for two months rent for repairs of all damages to the leased premises and appliances.

40. LANDLORD DOES NOT GIVE UP RIGHTS

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

41. SURVIVAL

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

42. 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 the **10 day** period, the lease renews under the new terms and conditions given by the Landlord.

43. RENEWING LEASE

- a) This lease automatically renews on a month-to-month basis if not ended or changed by either party with a rent increase of 2.5% percent.
- 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.

44. 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 take effect until the first day of the next month.

45. 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 the required notice. Tenant has the right to challenge the Landlord's charges in court.

46. TENANT BREAKS LEASE

- a) Tenant loses the protection provided in this lease if:
 - 1. Tenant does not pay rent 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 this lease;
 - 4. Tenant does not leave at the end of the lease period. Tenant will pay Landlord a fee of **\$100** per day if Tenant does not leave the leased property at the end of the lease.
 - 5. Tenant or Tenant's guests damage the leased property or common area and do not promptly pay for repair of such damage.
- b) If Tenant breaks this lease in any way, the security deposit is not refundable.

48. LANDLORD'S RIGHTS IF TENANT BREAKS 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 **\$550.00**
 - 5) Go to court to recover rent and other charges due until the end of this lease even if this lease has not ended.
- b) If Landlord wins in court, Landlord can use the court process to take tenant's personal goods, motor vehicles, and money in banks, and attach Tenant's wages to pay for damages.

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;
The cost of repairing and replacing any damage to the leased property caused by the Tenant or Tenant's guests.
Any cost that Landlord suffers as a result of Tenant breaking lease.

50. SECURITY DEPOSITS

- 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 costs 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 Costs
 - 4. Other Fees Not Paid
 - 5. Past Due Rent
 - 6. Current Rent
 - 7. Repair of damages to Leased Property
 - 8. Removal of Tenant's property
- e) Tenant cannot 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 items that Landlord provided are returned;
- 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.

If any of the above conditions are not satisfied, Landlord may use the security deposit to satisfy such condition.

52. Inspection by Tenant

Tenant hereby agrees that tenant has thoroughly inspected the premises and has personally determined that they are appropriate for Tenant's needs

53. PHONE

a) Tenant may install additional phone lines and jacks; at his/her expense after written permission is granted from Landlord. If additional phones and jacks are installed, Tenant is responsible for all internal phone wiring and agrees to carry the 'Wire Maintenance Plan' offered by the phone company.

54. CABLE

Tenant may install additional cable lines for television and internet access, at his/her expense, after written permission is granted from Landlord. Tenant is responsible for all internal cable.

53. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT

(Place below was intentionally left blank for notary public verification, if needed)

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 part of this lease. Tenants may use the appliances but Landlord assumes no responsibility for their operation, repair, or replacement. Appliances remaining are: **Stove, Refrigerator**

BILLING FOR UTILITIES THAT REMAIN IN LANDLORD'S NAME

If Landlord keeps utility bills in Landlord's name, or local municipalities require bills to stay in Landlord's name, Landlord will forward bill to Tenant. Tenant is then responsible to pay the utility company promptly.

BILLING FOR UTILITIES THAT REMAIN IN LANDLORD'S NAME- N/A

a) If billing for utilities must remain in Landlord's name, Tenant will pay an additional \$_____ in the monthly rent to cover the following utilities:_____

b) When the Landlord receives the utility bill, Landlord will pay the bill and submit a copy to Tenant. If the charges are more than the amount paid by Tenant each month, Tenant pays the difference to Landlord within _____ days of receiving the bill.

c) If the charges are less than the Tenant's normal monthly payment amount, Landlord pays the difference to Tenant within _____ days of receiving the bill.

d) If Tenants' utility bill totals less than the previous year's total, Tenant will receive a rental credit to the next month's rent.

e) If Tenant has been late on any month's rent during the year, owes additional fees, and does not renew the lease for another year, Landlord is not responsible to pay rent credit payments.

DISCOUNT FOR REPAIRS BY TENANT- N/A

a) Tenant will receive a rental discount of \$_____ each month in exchange for making individual repairs or replacements that cost less than \$_____.

a) Tenant agrees to tell Landlord in writing of needed repairs over \$_____ before making the repair to leased property and appliances therein.

b) Tenant does not receive a rental discount if Tenant does not complete repairs by the next rent due date.

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 assigns 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.

PETS ALLOWED – N/A

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 right to end this pet agreement if the 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 _____ consecutive hours and will remove all offspring of the pet within _____ weeks 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.

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 the existing wallpaper or paint color to stay, Landlord will state this in writing to Tenant at the start of the lease.

REPAIRS

a) Tenant is responsible for the first \$ N/A of the repair or replacement beyond "Normal Wear and Tear".

b) 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 to leased property and appliances therein.

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.

c) Landlord is not responsible to repair damage Tenant or Tenant's guests intentionally caused.

d) Tenant agrees to change filters on the heater every 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 charge.

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 replacement tenant is found by Tenant's move-out date.

TRANSFER AND LEASE TO ANOTHER PERSON

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

a) Landlord transfers all of his right in this new 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 or 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 rent 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 _____ Lessee/Tenant _____ Date _____

Witness _____ Lessee/Tenant _____ Date _____

Witness _____ Lessor/Landlord _____ Date _____

Wear and Tear vs. Damage (Ver. 2-28-2010)

Wear and Tear	Damage
Keys worn out	Keys lost
Door lock loose or stubborn	Door damaged from forced entry
Carpeting worn and dirty	Carpeting stained, burned, or torn
Carpet seam unglued	Carpet oil or rust stains
Wood floors scuffed	Wood floors badly scratched or gouged
Linoleum worn thin	Linoleum torn or with holes
Cabinet doors warped	Cabinets broken or missing
Countertop worn	Countertop burnt or cut
Ceiling stained from rain or bad plumbing	Ceiling stained by tub/toilet overflow
Plaster cracks from settling	Damaged wall resulting from carelessness of the tenant or large holes caused by removal of shelving or pictures, carelessness of the tenant or large holes caused by removal of shelving or pictures
Paint chipped, cracked, or faded	Unapproved tenant painting of interior or exterior, writing on walls with permanent markers
Wallpaper loose	Wallpaper damaged, torn, or ripped
Drapery rod loose	Drapery rod broken or missing
Curtains and drapes faded	Curtains and drapes torn or missing
Blinds blistered by heat	Blinds with bent slats
Window or door screens dirty	Window or door screens missing or torn
Window sticking	Window broken
Faucet handle loose or inoperable	Faucet handle missing or broken
Toilet wobbles or runs	Toilet seat or tank cover missing or broken
Unit needs normal cleaning	Odor throughout unit
Closet door off track	Closet door damaged or missing

Consumer Notice



CONSUMER NOTICE THIS IS NOT A CONTRACT

CN

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for both the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

- Regardless of the business relationship selected, all licensees owe consumers the duty to:
 - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
 - Deal honestly and in good faith.
 - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
 - Comply with the Real Estate Seller Disclosure Law.
 - Account for escrow and deposit funds.
 - Disclose, as soon as practicable, all conflicts of interest and financial interests.

- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
 - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
 - Keep the consumer informed about the transaction and the tasks to be completed.
 - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are negotiable between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
- The duration of the licensee's employment, listing agreement or contract.
 - The licensee's fees or commission.
 - The scope of the licensee's activities or practices.
 - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.
- Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.**

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____

_____	_____	_____
(Consumer's Printed Name)		(Consumer's Signature)
_____	_____	_____
(Consumer's Printed Name)		(Consumer's Signature)

I certify that I have provided this document to the above consumer during the initial interview.

Date: _____

Felix Portman	_____	RB067002
(Licensee's Printed Name)	(Licensee's Signature)	(License #)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

W-9 Form

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

OR

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

Services Pricing List

This list is provided at the move in so you are aware of property damages and cleaning that needs to be done when you vacate in order to avoid expenses deducted from your security deposit.

CLEANING

- Refrigerator \$75.00 and up
- Stove top and oven \$75.00 and up
- Kitchen cabinet or counter tops \$75.00 and up
- Kitchen or Bathroom Floor \$75.00 and up
- Bathtub shower \$75.00 and up
- Toilet \$75.00 and up
- Carpet Cleaning and Deodorizing \$125.00 and up

DAMAGES

- Remove crayon marks \$50.00 and up
- Small/Large nail hole repair \$100.00 and up
- Replace interior/exterior door \$500.00 and up
- Replace sliding door \$400.00 and up
- Replace bathroom mirror or cabinet \$250.00 and up
- Replace countertop \$500.00 and up
- Replace tile/Linoleum \$350.00 and up
- Replace light bulb \$1.50 and up
- Light fixture globe \$15.00 and up
- Light Fixture \$50.00 and up
- Electrical outlet plates \$5.00 per plate and up
- Replace oven knob \$25.00 and up
- Replace window screen \$40.00 and up

ADDITIONAL CHARGES

- Replace door lock \$75.00 and up
- Replace curtain rod or towel bars \$50.00 and up
- Replace smoke detectors \$50.00 and up
- Remove junk and debris \$250.00 and up
- Fumigate for fleas or bugs \$150.00 and up

If any city Violations Including C.L.I.P. VIOLATIONS are left on the property, your security deposit will be charged the cost of the violation, plus an additional \$100 service charge. When you vacate the property we ask that you bring your most CURRENT and PAID PGW and WATER BILL. If these bills are not paid they will also be taken from your security deposit.

Acknowledgement of notice received

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

Initials: Tenant Tenant Tenant Landlord Landlord