



Residential Lease

(version 12-14-2017)

THIS IS A RESIDENTIAL LEASE. 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.

NAMES OF LANDLORD AND TENANT(S)

- a) Name of Owner
 Name of Landlord/Rental Agent Onyx Management Group
 Address to send rent payments 301 Lakeside Drive
Southampton PA 18966
 Phone: 215-355-0500 website: www.onyxmgt.com

b) Name of Tenant: _____

- 1. **LEASED PROPERTY** The leased property is the location Landlord agrees to rent to Tenant. It is a:
 Single Home Townhouse Condominium Apartment Duplex
 The words "leased property" refer to the type of residence above.
 The exact address is _____

2. APPLIANCES

The following items are part of the leased property: Stove Refrigerator Washer Dryer
 Dishwasher Microwave Air-conditioning Units – Number _____ Other _____

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.

4. MONEY OWED AT MOVE IN

	PAID	DUE
Total Rent Due For Entire Length Of Lease	\$	\$
Security Deposit	\$	\$
First Month Rent	\$	\$
Last Month Rent	\$	\$
Amount Due Before Possession	\$	\$
Proration	\$	\$ By Date _____

5. RENT

- a) The rental amount each month is \$ _____ and is due by the 1st (First) day of each month. If Tenant mails rent to Landlord, the date of receipt of the rent by Landlord is the date of payment.
- b) If rent is not paid by the 10th day of the month legal proceedings may be commenced to evict Tenant and to recover any and all amounts due including reasonable attorney's fees and court costs. All court costs and legal fees incurred by Landlord in connection with any default by Tenant hereunder are the responsibility of Tenant.
- c) A court action to remove tenant may be commenced by Landlord at anytime after on the 10th day.

6. ADDITIONAL RENT CHARGES

- a) Rent is considered late for mail-in payments received by Landlord after the 5th day of each month.
- b) All online payments must be submitted by the end of 1st day of each month.
- c) Late Rent will be assessed a 7% late fee of the total outstanding rent balance owed if not paid by the due date.
- d) Other charges, including water bills or other utility charges, are also subject to a 7% fee of the outstanding balance if not by the due date.
- e) All concessions received will be considered invalid and cannot be applied to total rent for lease term. If Lease term is terminated early prior to Lease end date by the Tenant.
- f) Tenants may use the online tenant portal to pay their rent or water bill each month.

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: _____ Adults _____ Children
Names of all occupants: _____

- b) If any unauthorized occupant(s) is living in the leased property, landlord can do all or any of the following at the sole option of Landlord:
 - i) End this lease with fifteen days written notice.
 - ii) Require Tenant to pay \$100 per month for each unauthorized occupant(s).
 - iii) 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 consecutive days.

9. UTILITY SERVICES

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

UTILITY	LANDLORD PAYS	TENANT PAYS
Cable TV		
Lawn and Shrubbery Care		
Electricity		
Gas		
Heat		
Homeowners Assoc. Fee		
Hot Water		
Oil		
Water bill/ Fire Sprinkler Service		
Sewer Fee		
Snow Removal		
Trash Collection		
Cold Water		

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 transferred by the time the next rent payment is due, there will be an additional handling charge of \$25 for each bill.

10. INSPECTION

Tenant agrees to give Landlord a signed inspection sheet no later than the day following the move-in date. When this lease ends Tenant is responsible for all items needing repair not listed on the inspection sheet, reasonable wear and tear excepted. It is Tenant's responsibility to return a signed copy by certified mail within five (5) days to the Landlord.

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:
 - i) Painting of walls a color other than the existing wall color when this lease is signed;
 - ii) Installing any wall covering material;
 - iii) Installation of ceiling tiles, carpet or any other object which requires the drilling of holes in the walls, floors, doors, or ceilings or the use of adhesive.
- b) Landlord-approved changes that the Tenant makes to the leased property become the property of the Landlord and may not be removed, unless Landlord and Tenant agreed otherwise in writing.
- c) At the termination of this lease agreement Tenant agrees to return the leased property to the Landlord in the same condition it existed as of the commencement date of the lease agreement, reasonable wear and tear excepted.

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 against Landlord or Landlord's Agent and to HOLD LANDLORD AND LANDLORD'S AGENT HARMLESS and to indemnify Landlord's agent from any and all liability or expense for any such injuries or damages including reasonable attorney's fees, costs and expenses.

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 to be paid by Tenant.

14. BAD CHECKS

Tenant agrees to pay a fee of **\$45.00** for any check or money order that is not honored or paid by a financial institution. 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

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.

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 and will not conduct any business or commercial enterprise in the leased property.
- 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 homeowner 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 inform 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 48 hours notice before entering the leased property. Landlord, or a person chosen by Landlord, has the right to inspect, show, make repairs, and do maintenance even if the Tenant is not present.

Initials: Tenant Tenant Tenant Landlord/Agent

- 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 reason for the entry.

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 allow occupancy. 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 rent 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 9:00AM and 5:00PM Monday through Friday, the cost is **\$85.00**. If Tenant contacts Landlord during any other hours, Landlord is not responsible to allow access.
- 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 **\$15.00** 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 tear.
- b) Tenant agrees to pay the total cost of any repair that is caused by Tenant or Tenant's guest(s) reasonable wear and tear excepted. 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 repairs cause.
- e) If this lease is for a single family home, townhouse, or condominium, Tenant agrees to buy and change filters on the furnace and/or air conditioner every three (3) months. If damage is caused because the filters were not changed, Tenant agrees to pay for all expenses to repair heater and/or air conditioner, 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:
 - i) 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.
 - ii) 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. SMOKE AND CARBON MONOXIDE DETECTORS

- a) Landlord has supplied smoke and carbon monoxide detector(s) in the leased property. Tenant is responsible for smoke and carbon monoxide detector(s) operation and agrees to replace batteries "as needed".
- b) Tenant agrees to tell Landlord immediately if any smoke and carbon monoxide detector(s) fails to work for any reason other than the battery.
- c) Tenant agrees not to disconnect a smoke/carbon monoxide 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.

26. 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.

27. PETS ALLOWANCE

Tenant will not keep or allow any pets on any part of the Property, unless checked below.

Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and Regulations. _____ *Tenant Initials* _____ *Landlord Initials*

28. JOINT AND INDIVIDUAL LIABILITY

If more than one Tenant signs this lease, each is responsible individually or jointly 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 and for paying for any repairs and/or damages to the property.

29. 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

Initials: Tenant Tenant Tenant Landlord/Agent

without Landlord's written permission. Any new Tenant must first meet Landlord approval before being accepted as a new Tenant. (See additional roommate addendum on p. 22)

30. 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 Landlord's Property, the Landlord may terminate this lease after 30 days written notice to the Tenant.

31. 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.

32. 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.

33. 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 of 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 under this lease after the property is sold to the new owner.

34. TRUTHFUL APPLICATION

If Landlord learns that Tenant is not truthful on the rental application, Landlord may terminate this lease immediately and give notice to the Tenant to vacate within 30 days.

35. 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, hedges and vines
 - 3) Weeding of flower beds.Snow removal means:
 - 1) Shoveling snow from steps, sidewalks and driveways
 - 2) Removal and salting of ice and snow.
- b) If Tenant does not maintain these areas in a satisfactory condition, Landlord will complete the work. This expense becomes additional rent to Tenant.

36. ILLEGAL ACTIVITY

Landlord may terminate this lease and give Tenant 30 days notice to vacate if Tenant or any of Tenant's guests stores, uses, sells, manufactures or distributes illegal drugs on the leased premises or engages in any other illegal activity under state, municipal, or federal law.

37. NOTICES

- a) Landlord agrees to send all notices to Tenant in writing by regular mail or certified mail with receipt being not required, 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

Initials: Tenant Tenant Tenant Landlord/Agent

is the only form of notice permitted in a court hearing as evidence of notice.

38. DEATH DURING LEASE

- a) If Tenant dies during the term of this lease and is the only Tenant:
 - i) Tenant's heirs or the executor of the estate have the right to end this lease after giving two (2) months written notice to terminate this lease and vacate the property.
- b) Security Deposit is returned when:
 - i) Rent and other charges remaining due are paid in full;
 - ii) All furniture and personal belongings are removed and leased property is clean;
 - iii) A replacement Tenant is found who will take occupancy immediately after termination of the lease.
 - iv) 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) is responsible to fulfill the lease and the estate of the deceased tenant shall be jointly liable with the surviving tenant and for all repairs and all damages to the leased premises and appliances.

39. 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 prejudice.

40. SURVIVAL

If the courts find any clauses that are illegal or unenforceable, all other clauses will not be affected.

41. 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 **10 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.

42. RENEWING LEASE

- a) This lease automatically renews on a yearly basis with a rent increase of percent if not terminated 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.

43. NOTICE TO END LEASE EXCEPT IN THE EVENT OF A DEFAULT OR BREACH OF THIS LEASE BY TENANT

- 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.

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

IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO WAIVE NOTICE TO QUIT. THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN

Initials: Tenant Tenant Tenant Landlord/Agent

ORDER EVICTING EACH TENANT FROM THE PREMISES WITHOUT GIVING EACH TENANT NOTICE TO QUIT FIRST. LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION). THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION. THE LANDLORD DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS WAIVING NOTICE TO QUIT, EACH TENANT WILL HAVE A CHANCE IN COURT TO CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.

45. TENANT BREAKS LEASE

- a) Tenant loses the benefits provided in this lease if:
 - i. Tenant does not pay rent or other charges when due;
 - ii. Tenant vacates or abandons the leased property before the end of the lease without written notice to the Landlord;
 - iii. Tenant does not fulfill all the terms and conditions of this lease;
 - iv. If Tenant does not vacate at the end of the lease period, Tenant will pay Landlord a fee of **\$100.00** per day.
 - v. Tenant or Tenant's guests damage the leased property or common area and do not promptly pay for repair of such damage.

46. LANDLORD'S RIGHTS IF TENANT BREAKS LEASE

- a) If Tenant fails to fulfill all of the terms and conditions of this lease agreement, Landlord has the right to:
 - i) End this lease agreement;
 - ii) Commence legal proceedings to recover possession of the leased property and all amounts due under the lease agreement including Landlord's reasonable attorney's fees and court costs;
 - iii) Start eviction action without an attorney. Tenant agrees to pay Landlord the sum of **\$580.00**
 - iv) Go to court to recover rent and other charges due until the end of this lease even if this lease has not ended.
- b) Tenant acknowledges that if Landlord obtains a court judgment, Landlord can initiate legal proceedings to levy and sell tenant's personal property, motor vehicles, and attach cash bank accounts, and wages to satisfy the judgment.

47. 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 incurred by Landlord;

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.

48. SECURITY DEPOSITS

- a) If Tenant breaks this lease in any way, the security deposit is not refundable.
- b) If Tenant provides Landlord in writing with a forwarding mailing address, Landlord will provide Tenant within 30 days with a list of any amounts due that are being deducted from the security deposit in accordance with the Pennsylvania Landlord and Tenant Act.
- c) Landlord will apply the security deposit money in the following order:
 - 1. Additional Rent Charges
 - 2. Tenant-owed Utility Bills
 - 3. Legal and Court Costs
 - 4. Current Rent
 - 5. Past Due Rent
 - 6. Current Rent
 - 7. Repair of damages to Leased Property

Initials: Tenant Tenant Tenant Landlord/Agent

4. Other Fees Not Paid

8. Removal of Tenant's property

d) Tenant cannot use the security deposit as payment for any month's rent including the last month's rent.

49. 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 professionally cleaned, including all appliances; the receipt must be provided to the Landlord.**
- 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.
- m) Returns the property in the same condition as it existed at the commencement date of Lease, reasonable wear and tear excepted.

If any of the above conditions are not satisfied, Landlord may use the security deposit to satisfy such condition. Security deposit will be mailed to a one address by certified mail. If you wish it mailed to more than one address a \$4 fee will be applied for each mail address.

50. 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

51. 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.

52. 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

- a) Tenant agrees to abide by all condo rules or homeowner association rules and will be responsible for any fines or fees incurred by Tenants or Tenants Guests.
- b) All utilities have to be transferred under Tenant's name on or before / / If this is not done in a timely fashion, it will affect your monthly rental fee.
- c) Phone numbers for Utilities Companies are:

Gas / PGW – 215- 235- 2050	Electricity / PECO – 1-800-494-4000
Water / Water Revenue Bureau – 215-686-6880	Oil Co. - 215-492-1900
- d) Basement are for TV and Recreation room use only, not to be used as a Bedroom or to be converted to sleeping quarters. Any object stored in basement should be placed at least two inches above floor to prevent possible water damage. Landlord is not responsible for water damage, cause from any source, to personal property stored in basement or any crawl space.

- e) Landlord is not responsible for food spoilage costs in event of refrigerator or electrical power failure
- f) It is tenant's responsibility to be present to admit service, maintenance, or delivery persons.
- g) If leased property is ready for move-in and Tenant cancels moving in, Landlord may keep all money paid by Tenant in advance.
- h) 75 % of hardwood floor must be covered with area rugs to prevent scratches and damage (if applicable)
- i) Waterbeds are not allowed unless Landlord agrees in writing.

54. FORECLOSURE

If property owner defaults on any mortgage payment associated with the property and if property goes to sheriff sale and /or foreclosure proceedings, agent is not held liable or responsible for any loss and /or inconvenience. The agent will not pay for any/ or all expenses that might arise from this action. Tenants are responsible to pay rent as long as they remain in the property until the time they vacate the premises regardless of what proceedings are currently taking place.

55. RECEIPT OF RENTAL SUITABILITY AND PARTNERS FOR GOOD HOUSING PAMPHLET

The landlord affirms that:

- a) Unit has working smoke detectors and carbon monoxide
- b) The operating systems and the property do not have health and safety defects
- c) The landlord will continue to maintain the operating systems and condition of the property throughout the tenancy

By signing below, I, the above-mentioned tenant(s) acknowledge that I have received a copy of the certificate of rental suitability and the pamphlet for Partners for Good Housing which can be also obtained at <http://www.phila.gov/Residents/pdfs/GoodHousing.pdf>

_____ Tenant Initials

56. Agency

Tenant acknowledges and agrees that Onyx Management Group, Inc., its directors, agents and representatives are acting solely as an agent for the Landlord and, that they have no responsibility or liability to Tenant for any breach of this agreement by Landlord and Tenant hereby releases and relieves Agent from any claims, suits or causes of action that Tenant may have against Landlord's agent arising under this lease agreement.

TENANT AGREES LANDLORD GAVE TENANT ADEQUATE 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 CLAUSES OR RULES IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT AND THERE ARE NO OTHER ORAL OR WRITTEN AGREEMENTS THAT ARE PART OF THIS LEASE.

Tenant Date

Co-signer Date

Tenant Date

Co-signer Date

Tenant Date

Co-signer Date

LANDLORD/AGENT_____

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, BEHAVIORAL 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 HAZARDS. 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.

Tenant Date

Tenant Date

Tenant Date

Landlord/Agent Date

INFORMATION REGARDING MOLD AND INDOOR AIR QUALITY

Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen, and viruses) have been associated with allergic responses including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been made that exposure to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of any indoor contamination. Because individuals may be affected differently, or not affected at all, by mold contamination, the surest approach to determine the presence of contamination is to engage the services of a qualified professional to undertake an assessment and/or sampling. Assessments and samplings for the presence of mold contamination can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information pertaining to indoor air quality is available through the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318. Tenants should immediately notify Landlord if there is any condition in the Property that may lead to the growth of mold or if the Tenant believes that mold growth is present in the Property.

Tenant Date

Tenant Date

Tenant Date

Landlord/Agent Date

Onyx Management Group
301 Lakeside Drive
Southampton, PA 18966
(215) 355-0500

RENTER’S INSURANCE ADDENDUM

Onyx Management Group, Inc. (“Landlord/Agent” as defined in the Lease), advises all Residents to obtain renter’s insurance for their personal property, personal injuries occurring in their apartment, and/or other damages that may occur. Accordingly, to the terms of the Lease, Manager is in no way responsible for damage to Residents’ personal property, and Manager’s insurance does not cover the personal property and belongings of Residents.

Renter’s insurance provides you with coverage for loss, damage, or destruction of your property. It also provides coverage for additional living expenses you may incur if the apartment becomes uninhabitable. Such insurance can also protect you from liability claims resulting from your own activities. For example, if your negligence causes a fire, you may be held responsible for the damage of the property of others, including Manager’s property. Similarly, if a guest were to have an accident in your apartment, you could be personally responsible for guest’s injuries. Manager strongly encourages all Residents to purchase this inexpensive form of protection. Consult with an insurance agent to review your personal needs.

Name/Address _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Landlord/Agent _____ Date _____

MOVE OUT INFORMATION

To avoid losing a portion of your security deposit, it is important to provide notice no less than 60 days prior to the end of your lease. It is counted from the 1st day of the next month, not mid-month.

You will be requested to complete a pre-move out inspection. The purpose of this inspection is to determine what needs to be done, if anything, to receive your full security deposit back. Also, the property manager will use this opportunity to check if the property is in suitable condition to start advertising your unit for future tenants. The property manager will instruct you that 24-hour notice will be provided prior to each showing and may install a lock box at the unit for your convenience.

It is our intention to return your entire security deposit in a timely manner pending a completed move out inspection. The return of the security deposit will be mailed within 30 days after the move out inspection or when all keys are returned. If you will not return the keys in person, they must be mailed to our office via certified mail. The deposit will arrive with an itemized list of incomplete cleaning or damages to the premises with estimated costs for each, if needed. It is important to provide your forwarding address prior to your move out inspection so ensure your deposit is received.

The following checklist and charges list will be used to make sure the home is in proper condition at the time of your move out. This inspection will be compared to the move in inspection conducted at the time of your move in to determine your security deposit refund. We have recently instated an electronic move in inspection that is completed and can be signed on an iPad for your convenience. It is your property manager’s final responsibility to determine the difference between “normal wear and tear” and damage, abuse or neglect. ALL repairs or cleaning, above “normal wear and tear” that are necessary to return the premises to the same condition at the time of the move in inspection are the responsibility of the tenant. The cost of these repairs or cleaning will be deducted from your security deposit or charged to you if needed. Please note that Onyx will seek collection of any remaining balance.

To avoid any monies being deducted from your security deposit, please make sure the following items are resolved and completed:

1. Your security deposit may **NOT** be used towards your rent.
2. All rent and other account fees **MUST** be paid in full. Unpaid balances are deducted from the security deposit. You will be requested to provide a receipt for fully paid utility bills as well.
3. The property should be thoroughly cleaned, including the inside of all cabinets and appliances (i.e. Refrigerator, stove, oven and microwave.) **ALL** appliances must be clean and plugged in, running at normal settings.
 - a. **ALL** carpeting must be vacuumed and professionally shampooed with a receipt of a completed job. **It is important that this work be done by a third party and a receipt must be submitted.**
4. All trash must be removed from the property and its surroundings. If trash is left outside of the property prior to trash pick-up day (more than 1 day), the tenant will be responsible for any fines/violations/trash removal fees that may occur. You must make your final trash pick-up arrangements. **If all trash is not removed from the property, you will be charged a trash clean up fee** (see move out charges.)
5. Onyx will only charge tenants for excessive repairs. No more than 4 nail holes per room will be considered “normal wear and tear.” Any large holes or otherwise damage to the walls in excess of 4 nail holes will require paint and spackle with exact matching paint in a professional manner. If you are not capable of completing the work in a professional manner, **DO NOT** attempt to do the work yourself or you may be charged to have it fixed by a professional. Please contact your property manager to obtain paint colors.
6. **ALL** sets of keys must be returned to your property manager at the time of the move out inspection. You will be charged a daily rate of your monthly rent until the keys are returned.
7. **Do not turn off any utilities without first notifying Onyx. This is especially necessary in the winter months. You are responsible for the utilities until the end of your lease, even if you vacate before the last day.**

Note: Landlord will send security deposit to only one address of tenants’ preference.

Please contact us before your final move out if you have any questions.

Onyx Management Group

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

THIS IS NOT A CONTRACT

Pennsylvania law requires real estate brokers and salespersons (licensees) to advise consumers who are seeking to sell or purchase residential or commercial real estate or tenants who are seeking to lease residential or commercial real estate where the licensee is working on behalf of the tenant of the business relationships permitted by the real estate licensing and registration act. **This notice must be provided to the consumer at the first contact where a substantive discussion about real estate occurs unless an oral disclosure has been previously provided. If the oral disclosure was provided, this notice must be provided at the first meeting or the first time a property is shown to the consumer by the broker or salesperson.**

Before you disclose any information to a licensee, be advised that unless you select an agency relationship the licensee is NOT REPRESENTING YOU. A business relationship of any kind will NOT be presumed but must be established between the consumer and the licensee.

Any licensee who provides you with real estate services owes you the following duties:

- Exercise reasonable professional skill and care which meets the practice standards required by the Act.
- Deal honestly and in good faith.
- Present, in a reasonably practicable period of time, all offers, counteroffers, notices, and communications to and from the parties in writing. The duty to present written offers and counteroffers may be waived if the waiver is in writing.
- Comply with Real Estate Seller Disclosure Act.
- Account for escrow and deposit funds.
- Disclose all conflicts of interest in a reasonably practicable period of time.
- 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.

A licensee may have the following business relationships with the consumer:

Seller Agency:

Seller agency is a relationship where the licensee, upon entering into a written agreement, works only for a seller/landlord. Seller's agents owe the additional duties of:

- *Loyalty* to the seller/landlord by acting in the seller's/landlord's best interest.
- *Confidentiality*, except that a licensee has a duty to reveal known material defects about the property.
- Making a *continuous and good faith effort* to find a buyer for the property, except while the property is subject to an existing agreement.
- Disclosure to other parties in the transaction that the licensee has been engaged as a seller's agent.

A seller's agent may compensate other brokers as *subagents* if the seller/landlord agrees in writing. Subagents have the same duties and obligations as the seller's agent. Seller's agents may also compensate buyer's agents and transaction licensees who do not have the same duties and obligations as seller's agents.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under seller agency. The exception is designated agency. See the designated agency section in this notice for more information.

Buyer Agency:

Buyer agency is a relationship where the licensee, upon entering into a written agreement, works only for the buyer/tenant. Buyer's agents owe the additional duties of:

- *Loyalty* to the buyer/tenant by acting in the buyer's/tenant's best interest.
- *Confidentiality*, except that a licensee is required to disclose known material defects about the property.
- Making a *continuous and good faith effort* to find a property for the buyer/tenant, except while the buyer/tenant is subject to an existing contract.
- Disclosure to other parties in the transaction that the licensee has been engaged as a buyer's agent.

A buyer's agent may be paid fees, which may include a percentage of the purchase price, and, even if paid by the seller/landlord, will represent the interests of the buyer/tenant.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under buyer agency. The exception is designated agency. See the designated agency section in this notice for more information.

Dual Agency:

Dual agency is a relationship where the licensee acts as the agent for both the seller/landlord and the buyer/tenant in the same transaction with the written consent of all parties. Dual agents owe the additional duties of:

- Taking no action that is *adverse or detrimental* to either party's interest in the transaction.

- Unless otherwise agree to in writing, making a *continuous and good faith* effort to find a buyer for the property and a property for the buyer, unless either are subject to an existing contract.
- *Confidentiality*, except that a licensee is required to disclose known material defects about the property.

Designated Agency:

In designated agency, the employing broker may, with your consent, designate one or more licensees from the real estate company to represent you. Other licensees in the company may represent another party and shall not be provided with any confidential information. The designated agent(s) shall have the duties as listed above under seller agency and buyer agency.

In designated agency, the employing broker will be a dual agent and have the additional duties of:

- Taking reasonable care to protect any confidential information disclosed to the licensee.
- Taking responsibility to direct and supervise the business activities of the licensees who represent the seller and buyer while taking no action that is adverse or detrimental to either party's interest in the transaction.

The designation may take place at the time that the parties enter into a written agreement, but may occur at a later time. Regardless of when the designation takes place, the employing broker is responsible for ensuring that confidential information is not disclosed.

Transaction Licensee:

A transaction licensee is a broker or salesperson who provides communication or document preparation services or performs other acts for which a license is required **WITHOUT being the agent or advocate** for either the seller/landlord or the buyer/tenant. Upon signing a written agreement or disclosure statement, a transaction licensee has the additional duty of limited confidentiality in that the following information may not be disclosed:

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

Other information deemed confidential by the consumer shall not be provided to the transaction licensee.

OTHER INFORMATION ABOUT REAL ESTATE TRANSACTIONS

The following are negotiable and shall be addressed in an agreement/disclosure statement with the licensee:

- The duration of the employment, listing agreement or contract.
- The fees or commissions.
- The scope of the activities or practices.
- The broker's cooperation with other brokers, including the sharing of fees.

Any sales agreement must contain the zoning classification of a property except in cases where the property is zoned solely or primarily to permit single family dwellings.

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.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date:		Print (Consumer)		Print (Consumer)
		Signed (Consumer)		Signed (Consumer)
		Address (Optional)		Address (Optional)
		Phone Number (Optional)		Phone Number (Optional)

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

Date:		Print (Licensee)	
		Signed (Licensee)	

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

Services and Repair Pricing List

Below is a list of itemized charges for common repairs beyond “normal wear and tear”. Please note that these charges are averages and on occasion, can be more or less. Replacement charges include parts and labor unless otherwise stated.

Cleaning

Clean refrigerator	\$35
Clean stove top	\$25
Clean oven	\$40
Clean range hood	\$20
Clean kitchen cabinets	\$50
Clean kitchen sinks	\$20
Clean kitchen countertops	\$20
Replace drip pans	\$7 each
Clean tub/shower	\$25
Clean toilet and sink	\$25
Clean bathroom cabinets	\$15
Clean ceiling fans (blades/lights)	\$15
Clean blinds (each)	\$15
Vacuum entire unit	\$50
Clean oily parking space	\$30
Clean washer/dryer	\$25
Extensive cleaning	\$75 / hr
Clean fireplace insert	\$20

Flooring

Remove carpet stains	\$80
Clean carpeting	\$40 / room
Deodorize carpet (pets)	\$50 / room
Repair carpet	\$75
Replace carpet	\$7 / yard
Clean kitchen floor	\$35
Clean bathroom floor	\$25
Repair hardwood floor	\$40 / board
Refinish hardwood floor	\$1.50-2 / sqft
Repair linoleum	\$50
Replace linoleum	EST.
Repair floor tile	\$50 / tile
Replace floor tile	EST.

Plumbing

Replace faucet	\$50
Replace faucet handle	\$25
Replace shower head	\$25
Replace toilet tank lid	\$50
Replace toilet	\$175
Replace garbage disposal	\$110
Clear drain stoppage	\$150
Repair vanity drawer/door	\$35
Replace vanity	\$250

Walls

Remove mildew	\$15
Cover crayon marks	\$35
Repair small nail hole	\$10
Repair hole in wall	\$45
Remove wallpaper	\$150 / room
Repaint (per wall/ceiling)	\$25

Doors

Repair hole in hollow-core	\$50
Repair sliding door screen	\$45
Rescreen sliding door screen	\$25

Electrical

Replace light bulb/battery	\$3 each
Replace light fixture globe	\$15
Replace light fixture	\$50
Replace electrical outlet/switch	\$10
Replace electrical cover plate	\$3

Windows & Window Coverings

Replace window pane	\$250-\$400
Replace blind	\$75
Replace window shade (roll)	\$20
Replace drapery rod	\$25
Rescreen window screen	\$25
Replace window screen	\$35

Locks

Replace cylindrical doorlock	\$50
Replace deadbolt lock	\$50
Not returned key	\$15 / key

Miscellaneous

Cut grass	\$55
Replace air filter	\$40
Replace stove/oven knob	\$10
Repair countertop	\$125
Replace bathroom mirror	\$75
Replace medicine cabinet	\$75
Replace/install towel bar	\$25
Replace/install toilet paper holder	\$25
Replace shower curtain rod	\$20
Replace thermostat	\$75
Replace hood vent	\$65
Replace garage opener	\$60
Repair forced door damage	\$7
Truckload to dump area	\$300 / load
Remove junk/debris	\$100
Labor charge (if applicable)	\$75 / hr

Initials: Tenant Tenant Tenant Landlord/Agent

ROOMMATE AGREEMENT - ADDENDUM TO RENTAL AGREEMENT

This agreement amends, is incorporated into, and forms a part of the Rental Agreement dated _____
between _____ (Tenants)

And _____ (Landlord/Agent)

By signing below, each tenant becomes fully responsible for all terms and conditions of said lease, including, but not limited to the below:

1. **Roommate Approval:** Every person who wishes to become a roommate under this agreement must fill out an application and meet the requirements and approval of the landlord before move-in. Failure to obtain prior permission for additional roommates will result in a breach of the Rental Agreement.
2. **Security Deposit:** The security deposit is for the tenancy as a whole and will be refunded only when all roommates who are a part of this tenancy vacate and turn the premises over to the landlord/agent. If a roommate is moving out, it is their responsibility to obtain their portion of the security deposit directly from the new, incoming roommate or wait until the premises are completely vacated by the remaining roommates.
3. **Financial Responsibility:** Roommates are jointly and individually responsible for the entire amount of the rent. This means that if one roommate doesn't pay his/her portion of the rent, it is still due and payable in its entirety from the other roommates.
4. **Departing/New Roommate:** Roommates who move out while this Rental Agreement is in effect continue to have financial responsibility under this Rental Agreement unless landlord/agent releases them from this responsibility in writing or unless they are replaced by substituted roommate(s) approved by landlord/agent. Any new roommate becomes responsible for any rent currently owed or which will be owed. He/she is also responsible for any damage to the premises, both existing or in the future and any misuse of the premises, both existing or in the future. It is the sole responsibility of the new roommate to check for damages and receive an accurate accounting of the rent before he or she moves in.
5. **Guests:** Roommates are equally responsible of each other's guests and any damage or misuse caused by the other roommates and/or their guests.
6. **Communication:** Whenever the landlord/agent gives a notice to one roommate, it shall be considered as having been communicated to all roommates. Whenever one roommate gives a notice to the landlord/agent, it shall be considered as having been communicated from all roommates.

Tenant Date

Tenant Date

Tenant Date

Landlord/Agent Date

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requestor's name and address (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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-									
--	--	--	--	---	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

APPENDIX A: ONYX MANAGAMENT CONTACT LIST

Repairs and Maintenance contact:

- Andrey Telegin:
 - Phone: (215) 355-0500 x.114 (office)
 - Email: atelegin@onyxmgmt.com
- Michael Friedman:
 - Phone: (267) 210-1300
 - Email: mfriedman@onyxmgmt.com
- Christina Gresh (utility bills)
 - Phone: (215) 953-0364 (office)
 - Email: christina.gresh@onyxmgmt.com

Payments and General Questions:

- Gizelle Minazova
 - Phone: (215) 355-0500 x.110 (office)
 - Email: gminazova@onyxmgmt.com

Property Management and Payments:

- Victoria Portman:
 - Phone: (215) 355-0500 x.122
 - Email: victoria-preferred@onyxmgmt.com

For Any Complaints:

- Marina Foydel
 - Email: mfoydel@onyxmgmt.com

Regarding 24/7 Emergency:

- Call at (215) 953-0900

Tenant Handbook

Dear New Tenant,

As your new property management team we would like to welcome you into your new home and thank you for choosing to work with us! The purpose of this handbook is to assist you with caring for your home and answering the most common questions you may have while working with us.

Please take a moment to look through this packet as it will give you all the basic information you will need to get started and settled into your new home. If after looking through this information you still have any questions, feel free to call, come in or email us and someone will be happy to help you.

Onyx Management Group is dedicated to providing quality housing with unsurpassed customer service to all of our tenants. We pride ourselves in being committed to friendly and helpful service to everyone we work with. With our knowledgeable group of team members that all play specific role here at Onyx Management Group, we can assure you that we possess the tools to best service your needs.

We look forward to working with you.

Sincerely,

Onyx Management Group

TABLE OF CONTENTS

OUR LOCATION.....	3
PAYING RENT.....	4
THE BASICS.....	5
SUBMITTING A MAINTENANCE REQUEST.....	6
EMERGENCY PROCEDURES	7
MAINTAINING FIXTURES AND APPLIANCES	9
SEASONAL MAINTENANCE	13
VACATING CHECKLIST	14

Our Location and Contact information

Address:

301 Lakeside Park, Southampton, PA 18966

Hours:

Monday-Friday 9:00am-6:00pm, Saturday 10:00am-2:00pm

Phone Numbers:

Main: 215-355-0500

Fax: 215-953-1065

Emergency: 215-953-0900

Email:

General: tenants@onyxmgmt.com

Maintenance: christina.gresh@onyxmgmt.com

atelegin@onyxmgmt.com

Directions:

From Roosevelt Blvd:

- Take Roosevelt Blvd South to Grant ave, turn left
- Right on Bustleton Ave
- Left on Street Rd
- Left into Lakeside Park

From I-95:

- Take I-95 North to Woodhaven Exit (63 West)
- Left on Evans St to Byberry Rd
- Right on Byberry Rd
- Right on Bustleton Ave
- Left on Street Rd
- Left into Lakeside Park

PAYING RENT**When is rent due**

- Rent is due on the 1st of each month and is considered late if received after the 5th. Your lease will explain the subsequent late fees.
 - Please note this timeline includes weekends and holidays.

How to pay rent

- Rent can be paid on our website, by cash, check, money order or cashier's check payable to Onyx Management Group.
 - Do not send cash by mail.
- Please mail your payment to: Onyx Management Group 301 Lakeside Park
Southampton, PA 18966

- Rent can be paid in person during normal business hours or after hours by placing your rent in the mail slot to the right of the front door.
 - Be sure the envelope is properly labeled with your name and address.

Important notes

- Place your name and property address on the check or money order to ensure that you are properly credited with rental payment.
- Review your check or money order and ensure it has the names of payer and payee.
- Operational hours are Monday through Friday from 9:00am to 6:00pm.
- If a rent check is returned for insufficient funds (NSF), all charges including NSF, late and posting fees will be charged to the tenant.

THE BASICS

- **Rental agreement:** The duration of your rental agreement is fixed and specified in the document. Any early termination or extension must be discussed with the Property Manager and may result in loss of security deposit.
- **Security deposit:** Your security deposit cannot be used to pay rent.
- **Pets:** Animals are only allowed with prior approval of the owner and the management company. Cats requires a \$250 refundable deposit and dogs require a \$250-\$750 refundable deposit depending on the age/weight/breed.
 - Upon move-out, the property must be professionally treated for odor and pests if necessary.
- **Keys:** If you lose your keys or lock yourself out of your home during office hours, there is a \$25 dollar charge to make a copy of our back-up set of keys.

- **Yard & Grounds Maintenance:** If your lease states that you are responsible for maintaining your yard, upkeep of flower beds, lawn care and cleaning of the yard is expected.
 - Please consult the rental agreement for more details.
- **Vehicle Parking:** Only approved and operational vehicles in designated areas are allowed.
 - Please consult the rental agreement for more details.
- **Routine maintenance:** As you become more settled in your new home, it is important to manage routine maintenance items. Below are some examples of maintenance items you are responsible for:
 - Replacement of light bulbs
 - Cleaning or replacement of furnace filters (if applicable)
 - Replacement of batteries in smoke detectors and CO2 detectors

SUBMITTING A MAINTENANCE REQUEST

- If a maintenance issue should arise, please complete a maintenance request by calling or emailing your maintenance manager that is outlined in your lease.
- You can also submit a work order online at:
www.onyxmgt.com/Tenants/Request-for-Maintenance
- It is ideal to submit maintenance requests in writing to avoid confusion and to ensure that we have a clear record of your request. When making a request, be as specific as possible about the problem.
- When preparing your work order, please remember to complete the section on how to enter the property. If you need to be present, remember that the maintenance department schedules appointments Monday – Friday, from 9:00am – 6:00pm.

- Tenants are responsible for securing any pets that may be encountered on the visit to the property.

EMERGENCY PROCEDURES

**** In the case of a medical, fire, or other emergency, always call 911 first. ****

**** Definition of maintenance emergency: an issue that is dangerous, hazardous, or if not addressed immediately, could cause damage to the property or your well-being (flooding, no heat in winter, no ac in summer or gas leak). An annoying sound (beeping alarm or smoke/carbon monoxide detector), appliance malfunction, drain stoppage and the like are NOT considered emergencies. While inconvenient, we must prioritize and the issue will be handled by our office on the following business day****

Maintenance emergency procedures:

- If the situation is considered a maintenance emergency and occurs during business hours, please call our office and submit a work order. If the situation occurs after business hours, please call our emergency line. Remember to leave your name, phone number, address, and the type of emergency.

Emergency failure check steps (prior to contacting Property Manager):

- Electric Heat
 - Check the thermostat to see that the controls are set properly
 - Check all the fuses and circuit breakers
 - Check the access panel to the blower compartment to ensure the panel is securely closed
 - Check the filter and ensure has been replaced in the last six months
- Electric Heat
 - Check the thermostat, fuses/circuit breakers and access panel as with electric heat
 - Test any other gas appliances to determine if service has been interrupted
- Oil Heat

- Make sure the emergency shut off switch is in the “on” position
- Check oil level in the fuel tank
- Check thermostat, fuses, circuit breakers and blower compartment panel to ensure normal operation

In all cases, slightly turn on an indoor faucet and allow it to drip to prevent freezing until the heating system is operational.

Water related issues

If water is running onto floors from any appliance, fixture or pipe, close the shut-off valve for the appliance/fixture or shut-off the main water valve for the property and contact the office immediately.

FIXTURE AND APPLIANCE MAINTENANCE

- **Furnace and wall heaters**
 - All tenants are responsible for cleaning or replacing the furnace filter at the beginning of the fall heating season. Problems caused by failure to clean/replace the filter will be the tenant’s responsibility.
 - Remember, heat pumps usually do not circulate warm air like gas furnaces do, unless they are run on the “Emergency Heat” setting.

- **Gas wall heaters**
 - It is important to turn off the heater when it is not needed.
 - On any gas appliance, new or old, if the pilot light goes out, you may detect a gas odor which should dissipate in a few minutes after airing out the room. If the odor persists call the gas company immediately.

- **Humidifier**

- Ensure that the water supply valve is open and set the control to your comfort level. Set it to the “off” position during the cooling season and shut off the water supply valve.
- **Central air conditioning**
 - Air conditioning can only lower the inside temperature 10-15 degrees
 - Clean air filters at a minimum twice a year.
- **Window air conditioning**
 - These machines should be used sparingly as they are susceptible to icing/leaking, especially at lower fan speeds.
- **Power**
 - If the power goes out in your home first check to see if the whole area is without power. If it is, report the outage to the local power authority.
 - If the power is only out in your home, check the circuit breaker panel. One or more circuits may be tripped and you may see the switches in the off position. If no switch is off, turn each switch off then on to reset the circuits. If this doesn't solve the problem, contact the maintenance dept.
- **Fireplaces**
 - Please burn only hardwoods in the fireplace to minimize buildup of creosote, etc. in the chimney. Creosote build-up is a fire hazard.
 - Be sure a fireplace screen is in place when a fire is burning to prevent hot ashes from escaping and burning floor coverings.
- **Drains**
 - Avoid letting food and hair go down the drains. Clogged drains caused by hair or grease are the tenant's responsibility.
 - Some dishwashers will clog from food left on the dishes when put in the machine. An excellent drain clearing solution recipe is: 1 cup salt, 1 cup baking soda, 1 cup vinegar, followed by 8 cups hot water.
 - We recommend performing this treatment monthly to avoid build-up.

- Hardware stores carry “hair catchers” to place in sink and tub drains that significantly help keep drains free of hair.
- **Garbage disposals**
 - Always run water while the disposal is operating to avoid damage to the unit. Let the water run long enough to grind all the material in the disposal then let the water run for 10-15 seconds after turning it off.
 - Disposals are designed to grind up organic items only. Exceptions include: banana peels, artichoke leaves, celery stalks, flower stems, coffee grounds, potato peelings, bones, or any item that is particularly tough.
 - Never put paper, plastic, glass, aluminum foil or grease in the disposal.
 - If the unit becomes inoperable, always be sure to check the power switch first then try the reset button (on the machine), and remove all contents before calling for maintenance. Problems caused by tenant are the tenant’s responsibility.
- **Refrigerator coils and drip pans**
 - Keep reasonably clean behind and underneath the refrigerator.
 - Coils and drip pans will require cleaning as well. If drip pans are not kept clean, the pans can start to develop a strong odor.
- **House Plants**
 - Be sure plant saucers are kept under all potted plants. Water run-off will stain or damage most surfaces.
- **Stove or oven**
 - Be aware of the various bake, broil, time bake, and self-clean controls.
 - For continuous cleaning ovens, use soap and water to clean, please never use oven cleaners or abrasives as this will ruin the finish.
- **Plumbing fixtures**
 - Never use abrasives on brass or gold fixtures. It is best to wipe fixtures clean after each use.
 - Many homes have low-flow toilets that tend to clog or back up if too much paper, etc. is flushed. You may need to hold down the handle when flushing to avoid clogs.

- Tenants must be prepared to plunge the toilet to clear clogs and avoid damage from over-flows.
- **Water damage**
 - Tenants must take care to avoid water damage caused by allowing water to sit on counters and floors.
 - Care must be taken to ensure that shower curtains are inside the tub, and that shower doors are completely closed when taking a shower.
 - Water on tile floors can seep through the grout and cause dry rot on the underlayment and discolor the vinyl. Water can also seep around the edges of linoleum and damage the flooring below.
 - We recommend putting a mat, towel or rug on the floor to step on when exiting the tub or shower. Please be aware that the rubber backed mats can discolor vinyl floors, and the tenant could be responsible for the flooring at move-out.
- **Sliding glass doors, screen doors and shower tracks**
 - It is imperative that dirt and debris regularly be cleaned out of sliding door tracks. Opening and closing doors over debris that frequently accumulates in the tracks can damage the wheels on sliding doors, especially the heavy glass sliders.
 - Please make it part of your cleaning routine to clear the tracks. Please do not use oil or WD40 to lubricate slider doors or screens. These products only attract dirt and gum up the wheel mechanisms.
 - In order to slow the growth of mold in the tracks and at the bottom of shower doors, use an old toothbrush and do a regular monthly cleaning.
- **Kitchen Counters**
 - To avoid costly damage from nicks and cuts in counter tops, please use a cutting board at all times.
- **Ceramic tile on Tub and Shower Walls**
 - Do not use scrubbing cleansers like Comet or AJAX on fiberglass tub surrounds as these products will permanently scratch the surfaces. Dilute 1 part white vinegar in 5 parts water for cleaning all ceramic tiles and fiberglass tub surrounds.
- **Mini Blinds**
 - Do not soak mini blinds. Spray them with a mild soap and water solution and wipe them down.
- **Smoke and CO2 Detectors**

- Tenants are responsible for changing batteries in smoke and CO2 detectors. We recommend changing batteries at the beginning and end of daylight savings time.
- Wood decks and porches
 - Please put “feet” or saucers under potted plants on decks/porches to prevent water run-off from rotting or discoloring the deck.
- Hardwood Floors
 - For cleaning or applying oil to hardwood floors only use a soft cloth.
 - Kitchen areas only: once every 3 months, clean floors with a small amount of vinegar in water. Use throw rugs in front of the sink and the stove to protect these areas from water and grease.
- Marble and granite
 - Never use any acidic or abrasive cleaning products including vinegar. It is best to use warm water and a sponge with a small amount of dishwashing liquid such as Dawn or Joy.
 - Marble is a porous material. Be careful that water run-off from plants is not left standing on the surface, it will permanently stain the marble.

SEASONAL MAINTENANCE

Interior

- Furnace
 - All tenants are responsible for cleaning or replacing the furnace filter at the beginning of the fall heating season. Problems caused by failure to clean /replace the filter will be the tenant’s responsibility.
 - Note that you will be held liable for any damage incurred due to turning off the heat when leaving on vacation during the winter.
 - Inspect all supply and return vents for cleanliness and obstructions. For radiant heat systems, inspect for leaking valves or radiators.
- Fireplace
 - When not using the fireplace, ensure that the damper is in good operating condition and closed.
 - Inspect the flue and chimney and ensure it is unobstructed. Periodic inspection and cleaning are strongly recommended; however, this is typically a tenant expense.

- Smoke and CO2 Detectors
 - Test all smoke detectors on a regular basis. Battery operated models will begin to make a beep when the battery is running low. Replace batteries in the fall and spring.

Exterior

- Lawn and Shrubbery
 - Maintain the lawn and shrubs surrounding your unit. Remove leaves and branches in the fall.
- Gutters
 - Ensure that all gutters are free and clear of debris. They should drain freely away from the foundation of the property.
- Winterization of Faucets and Outlets
 - Wrap all outside faucets. If possible, close the isolation valve and open the outdoor faucet. Remember during the spring to close the faucet before opening the shut-off valve.
 - Cap all outside electrical outlets or disconnect the appropriate fuse or circuit breakers.

VACATING CHECKLIST

We understand that moving can be a stressful and busy time. However, your lease states that you are required to return the property in professionally cleaned condition and there are some important items to consider when moving, which if done properly, will save you time and money.

- General
 - Written notice of your intent to vacate must be provided within 60 days of the end of your lease.
 - A forwarding address must be provided, ideally at the time that you give notice.
 - All utilities must remain on, but it is your responsibility to cancel any internet, cable, phone, etc. services.

- If vacating in the winter, set the thermostat no lower than 55 degrees to prevent freezing of pipes. Tenant will be held responsible for damages if heater is turned off or is below 55 degrees.
- **Refrigerator**
 - Defrost freezer if needed. **DO NOT** use sharp tools to pry ice off.
 - Wash inside of refrigerator with warm water and baking soda. Clean door gasket.
 - Take out refrigerator shelves and drawers and wash in warm water, dry and replace. Clean under lower drawers.
 - Wash and dry outside of refrigerator and vacuum back and lower grills. Move refrigerator from wall and clean underneath.
 - **DO NOT TURN OFF!**
- **Stove**
 - Remove racks and broiler pan; soak in hot water and clean, dry well.
 - Clean inside of oven, top of stove, knobs, under elements, under burner pans and drawer.
 - Wash and dry outside of stove.
 - Move stove out and clean wall and floor.
- **Cabinets and Drawers**
 - Wash cupboards inside and out.
 - Wipe out drawers with damp rag.
 - Clean sink, baskets and counter tops well.
 - Make sure garbage disposal is empty and clean.
- **Miscellaneous In and Near Kitchen**
 - Wash all light fixtures in warm water and soap. Clean switch plates.
 - Clean inside and out of dishwasher; include inside seal.
 - Wash range hood and clean filter. Change appliance bulb, if necessary.
 - Wash windows, blinds, screens and clean sills and tracks.
 - Scrub kitchen floor, including under movable appliances and baseboards.
- **Living Room**
 - Wash windows, sills and clean tracks.
 - Clean light fixtures and switch plates.
 - Sweep down cobwebs.

- Clean out fireplace (s).
- Vacuum carpet and clean baseboards.
- Clean drapes / blinds.
- Clean out fireplace; wash screen and doors.
- **Bedrooms**
 - Sweep down cobwebs.
 - Wash light fixtures and switch plates.
 - Wash windows, clean sills and tracks.
 - Vacuum carpet and clean baseboards.
- **Bathrooms**
 - Clean bathtub, tile around tub, sink, door and fixtures.
 - Clean inside and outside of toilet. These should be free of soap scum.
 - Scrub floor, baseboards and behind toilet.
 - Clean inside of medicine cabinet and wash mirror.
 - Clean windows, sills and tracks.
 - Clean vanity inside and out, including drawers.
 - Wipe toilet paper holder and towel rods.
 - Clean light and switch plates.
- **Miscellaneous**
 - Replace furnace filter.
 - Wash inside and outside of front and back doors.
 - Replace all burned out lightbulbs.
 - Clean and dry inside and outside of washer and dryer. Clean lint trap.
 - Pull out washer/dryer and clean floor.
 - Clean out all floor vents.
 - Wash all doors, especially around knobs. Clean tracks of sliding doors.
 - Sweep garage and sweep down cobwebs.
 - Clean all windows.
 - Mow and weed yard.
 - Haul all trash away.

Reminder: Please reference the cleaning checklist provided with your rental agreement. Note that carpets are required to be professionally steam cleaned and sprayed for pests upon vacating (refer to rental agreement). Where applicable, the chimney must be cleaned and inspected as well (refer to rental agreement).

Disclaimer: Management has the final authority to determine how much of the deposit shall be refunded in accordance with the conditions set forth in the Rental Agreement.

Onyx Management Group