

## **Lease Agreement, Residential**

This agreement, dated \_\_\_\_ / \_\_\_\_ /20\_\_\_\_, is by and between,

\_\_\_\_\_ "Owners" and

\_\_\_\_\_ "Tenants," for the rental of the dwelling located at \_\_\_\_\_

Under the following terms and conditions: \* **Month to month** -Tenant agrees to Rent the said unit on a month-to-month basis beginning \_\_\_\_\_, 20\_\_\_\_\_.

### **Term-**

### **Rent-**

\* **Fixed Term Agreement** -Tenant agrees to lease this unit for a fixed term of \_\_\_\_\_ beginning \_\_\_\_\_ and ending \_\_\_\_\_. Upon expiration, this lease shall become a month-to-month agreement *automatically, unless* either the tenant or owner notify the other party in writing at least thirty (30) days prior to the expiration that they do not wish agreement to continue on any basis.

If for any reason the unit is not available at the beginning of the term of the lease, you shall be entitled to an adjustment of rent on a per diem basis until the apartment is available. However we will not be responsible for any expenses or damages, which result from the delay and it does not give you the right to terminate this lease.

You agree to pay rent in the amount of \$\_\_\_\_\_ each year by making monthly payments of \$\_\_\_\_\_. Your rent payments will be due by the 1st of each month. We have the right to increase your rent for any extension of the lease provided we give you written notice of the increase at least 60 (sixty) days before the extended term begins.

If you have not paid your rent by the 5th of the month, a late fee of \$35.00 will be charged. If you pay by check, and your bank returns it for any reason, we will charge you \$25.00 in addition to the late charge.

Rent should be at the office unless we notify you of another address.

**Tenants' Duty to Maintain -**

Tenant shall keep the unit in a neat, clean, and sanitary condition, and shall otherwise comply with all state and local law regarding tenants and rental premises.

If damages to the unit are beyond normal wear and tear, and is caused by the negligence of the tenant or others occupying the premise. Landlord may cause such repairs to be made and the tenant shall be liable to the landlord for reasonable expenses thereby incurred by the owner.

There are to be no alterations, painting, wallpaper, and additional locks. If changes or alterations are made you must remove them and return the unit to the original condition if we ask you to prior to vacating. Any alterations that are made become our property at the termination of this lease.

**Tenants Are Responsible -**

For the actions and or damages of there guests. Tenants are also responsible for there own security.

Tenant acknowledges that the owner is under no obligation or duty to inspect test or repair smoke detectors during the tenant's occupancy. Further, the tenant acknowledges that the landlord is under no obligation or duty to inspect or test repair any other security device unless and until the owner has received written notice of disrepair of the device. And hereby state that he has inspected the subject premise and has determined to his satisfaction that the smoke detectors, door locks and latches, window locks and latches and any other security devices within the subject premise are in adequate and proper working order.

**Locks -**

Tenants agree that they will not change the locks on any door or mailbox without first obtaining the owner's permission. Having obtained permission, they agree to pay for the changing of the locks themselves and to provide the owner with a duplicate set of keys.

**Lockouts -**

Should a tenant lock themselves out of their dwelling and be able to gain access through there own resources, they may call upon a professional locksmith or the manager to let them in. In either case they are responsible for payment of the charges and/or damages involved.

Management charges a fee of \$15.00 between the hours of 8 am - 5 pm, Monday - Saturday, except Holidays, and a fee of \$25.00 at all other times. This fee is due and payable when the service is provided.

**Right of Entry -**

During the term of this lease, we may enter your apartment at reasonable in hours to inspect its condition or to make repairs or alterations that we consider necessary. Also, after a notice of termination has been given we may show your apartment to prospective tenants. In addition we may enter your apartment, with 24-hour notice, to show prospective purchasers of the property.

**Use of Halls and Exteriors -**

The halls, entries and stairways of the buildings may not be used for storage or any other purpose other than entering and leaving the apartments. Nothing, including antennas, may be placed on the outside of the buildings without our prior written permission.

**Pets -**

No dogs or cats. Tenants may not keep pets without the landlord's prior written consent, except for tropical fish.

If the building in which the apartment is located is damaged by fire or any other cause and it could not be repaired within 90 days, then we will have the right to terminate this lease as of the date the damage occurred by giving you written notice of termination, even if the damage doesn't affect your apartment.

**Damage by Fire or Other Cause -**

If the apartment is damaged by fire or any other causes that are not our fault and it could be repaired within 60 days, then you will still be responsible for the rent, and we will repair the damage with in 60 days unless events beyond our control prevent us from doing so. If you cannot live in the apartment or a portion of it because of the damage or the repair work, then we will adjust the rent based upon the length of time and the portion of the apartment so affected.

If this damage to the apartment could not be repaired within 60 days, then either you or we will have the right to terminate this lease as of the date the damage occurred by giving written notice of termination to the other within 30 days after the damage occurred.

**Temporary Service Interruption -**

Should there be a temporary interruption of any service required by this lease to do repairs of improvements or for reasons beyond our control, we will make reasonable efforts to end the interruption. However, such an interruption of service will not be a breach of this lease by us.

**No Obstruction -**

The tenant shall not obstruct the sidewalks, and driveways in front of or adjacent to the leased property, and shall not obstruct the halls or stairs of the leased property. Tenant shall keep all refuse in tight containers to prevent odors from becoming noticeable. Tenant shall bring garbage to the curb on the appropriate day and return the cans to the proper storage area after pickup. Tenant is responsible to clean any trash and debris caused by or remaining after garbage removal.

**Exoneration of Landlord -**

The landlord is exempt from all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the leased property or from any damage or injury resulting or arising from any other cause whatsoever, unless such damage is caused by landlord's negligence.

**Hazardous Uses -**

The tenant will not cause or permit anything to be done in the leased property, nor bring or permit anything to be brought into the leased property, or kept therein, which would increase the risk of fire or increase the rate of fire insurance on the leased property.

**Removal of the Tenant's Property -**

If the tenant fails to remove any of their property within ten (10) days after the end of the lease term, such property shall be deemed abandoned by the tenant and the landlord may dispose of it. If tenant is formally evicted through the court and subsequently the sheriff executes such eviction: tenant hereby agrees to remove all personal property within a ten (10) day period. Any and all personal belongings remaining after such shall be deemed abandoned by the tenant and the landlord may dispose of it, with no liability to the landlord, for any damage or loss whatsoever.

**Failure to Supply Services -**

Tenant's obligation to pay rent and perform its other obligations under this lease shall not be affected or excused because the landlord is unable to supply or is delayed in supplying any service if landlord is prevented or delayed from so doing by reason of any cause not within the landlord's reasonable control.

**Quiet Enjoyment -**

Upon paying the rent and performing tenant's other obligations, tenant shall peacefully and quietly hold and enjoy the leased property for the term of this lease, with one exception. If landlord contracts to sell property, and the purchaser requires landlord to deliver premises vacant, the tenant agrees to vacate the premises timely upon a sixty (60) day written notice from the landlord and the lease term shall be nullified.

In addition, if tenant is arrested for a violent crime and/or drug related crime, tenant hereby agrees to nullify the term of the lease and agrees to vacate premises within ten (10) days of written notification from landlord. In addition tenant agrees that item "**Removal of the Tenants Property**" would apply as if an eviction had occurred.

**Modification & Miscellaneous -**

This lease and the rental application contain the entire agreement. No representatives, warranties or agreements have been made or relied on by either party except as included in this lease and the rental application. The lease may not be modified except by a written agreement signed by you and us.

If any parts of this lease are found to be void or unenforceable, the remaining provisions shall nevertheless be binding. The law of the State of Pennsylvania shall govern this lease.

**Rules & Regulations -**

You agree to obey all the rules and regulations, which are printed on the last page of this lease. You also agree to obey any new rules and regulations that we may make for protection of our property or for the comfort or welfare of our tenants.

**Increased Taxes -**

If the real estate taxes go up, we may increase the rent by your proportionate share of the increase. We will calculate this by the ratio of your annual rent to the total annual rent received by us for the year before the tax increase.

**Claim for Damage and Insurance -**

We will not be responsible for any damage to or loss of your personal belongings or the belongings of other people while they are kept in our apartment community. We will also not be responsible for any personal injuries suffered by you or others people while in our apartment community. You agree to indemnify us in full for any liability resulting from any action or failure to act by you or anyone who is in the apartment community at your request or with your permission. You agree to maintain sufficient property damage and liability insurance to fulfill your responsibilities under this lease.

## **Default -**

### **You'll be in default:**

- If you don't pay a rent installment on time.
- If you vacate the apartment before the termination of the lease.
- If you sublet the apartment without our written permission.
- If any of the information given on your rental application is not true or if you don't comply with any of the terms of this lease.

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### **If you default,** we may at our option:

- Terminate the lease by mailing you written notice of termination, addressed to you at the apartment.
- Require payment of the entire balance due of the rent.
- Re-enter the apartment and take possession of it.
- Remove and store any of your belongings which are left in the apartment.
- Accept payment of rent from you without it being a waiver of any of our rights and bring any legal action against you that our attorneys recommend. You agree that any legal action concerning this lease will be tried by a judge and not by a jury.

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### **If you default,** you will be responsible for:

- The full balance due of the rent.
- Any costs that we incur in the course of re-entering the apartment, removing and storing your belongings, and repairing or cleaning the apartment.
- Any attorney's fees and court costs that we incur enforcing this lease, including but not limited to: legal service of notices of petition, issuing notices of petitions, anticipated Marshall fees, all costs and recording fees of judgments, wage garnishments, etc. have taken possession of it (if we do so, we will not be responsible for any damages resulting to your belongings during the removal and storage. If you do not claim your belongings within 10 days we may consider them abandoned and dispose of them in any manner we decide appropriate).

**Addenda**

The following attached addenda are part of this Agreement:

- A. Lead paint \_\_\_\_\_
- B. Smoke Detector \_\_\_\_\_
- C. Rules & Requalations \_\_\_\_\_
- D. \_\_\_\_\_
- E. \_\_\_\_\_

**Entire Agreement -**

- F. Security Deposit \_\_\_\_\_
- G. Tenant Info Sheet \_\_\_\_\_
- H. \_\_\_\_\_
- I. \_\_\_\_\_
- J. \_\_\_\_\_

This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heir's legal representatives, successors and assigns of the respective parties. It may not be changed orally.

Dated: \_\_\_\_\_  
Owner/Landlord/Agent \_\_\_\_\_

Tenant  
\_\_\_\_\_

SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Co-Tenant  
\_\_\_\_\_

SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Co-Tenant  
\_\_\_\_\_

SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Co-Tenant  
\_\_\_\_\_

SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

