

RESIDENTIAL LEASE

LR

This form recommended for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

PA LICENSED BROKER
LISTING BROKER (Company)
ADDRESS
PH FAX
DESIGNATED AGENT FOR LANDLORD (if applicable)

PA LICENSED BROKER
LEASING BROKER (Company)
ADDRESS
PH FAX
DESIGNATED AGENT FOR TENANT (if applicable)

1. This LEASE, dated _____ is between

called "Tenant", and

called "Landlord."

2. PROPERTY

Landlord agrees to rent to Tenant the following Property:

3. STARTING AND ENDING DATES OF LEASE (also called "Term")

- A. Starting Date: This Lease starts on _____, at 12 Noon.
B. Ending Date: This Lease ends on _____, at 12 Noon.

4. RENEWAL TERM

- This Lease will automatically renew for a term of _____ at the Ending Date unless:
A. Tenant gives Landlord _____ days' written notice before Ending Date or before the end of any Renewal Term,
OR
B. Landlord gives Tenant _____ days' written notice before Ending Date or before the end of any Renewal Term.
C. For Month-to-Month Leases Only: Either Landlord or Tenant may end a month-to-month Lease by giving 30 days' written notice on or before the day the next rent is due.

5. RENT

- A. The total amount of rent due over the term of this Lease is \$ _____
B. The total rent due each month is \$ _____
C. Rent is due on or before the _____ day of the month.
D. Tenant pays a late charge of \$ _____ if rent is more than _____ days late.
E. Tenant makes payments to: _____ Address _____

6. BEFORE MOVING IN, TENANT PAYS

- A. Part of a month's rent if Tenant takes possession before first regular due date \$ Paid \$ Due
B. First month's rent \$ _____ \$ _____
C. Other: _____ \$ _____ \$ _____
D. Security Deposit, on deposit at: _____ (name of bank) \$ _____ \$ _____

Total rent and security deposit received to date

\$ _____ \$ _____

PREPARED BY AGENT: LYLE SELL, ADMIN

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Total amount due before Tenant moves in

\$ _____

7. USE OF PROPERTY

- A. Tenant will use Property as a residence or _____ .
B. Not more than _____ people will live on property.

8. UTILITIES AND SERVICES

- A. Landlord will pay for: Cold water, Gas, Electricity, Heater maintenance contract, Hot water, Heat, Snow removal, Sewage costs and maintenance, Trash removal, Lawn and shrubbery care, Water costs over yearly charge, Other.
B. Tenant will pay for: Cold water, Gas, Electricity, Heater maintenance contract, Hot water, Heat, Snow removal, Sewage costs and maintenance, Trash removal, Lawn and shrubbery care, Water costs over yearly charge, Other.

9. SPECIAL INSTRUCTIONS The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

10. CONDITION OF PROPERTY

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:

11. IF PROPERTY WAS BUILT BEFORE 1978

Lead Hazards Disclosure Requirements

The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the tenant an EPA pamphlet titled Protect Your Family From Lead in Your Home. The Landlord also must tell Tenant and the Broker for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to tenants before the landlord starts any major renovations on a pre-1978 structure. The Act does not apply to housing built in 1978 or later.

Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

- A. Landlord initial one:
Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the Property; OR
Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.

- B. Landlord initial one:
Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property; OR
Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the Property. List records and reports: _____

- C. Tenant initial all that are true:
Tenant received the pamphlet Protect Your Family From Lead in Your Home.
Tenant read the information Landlord gave in paragraph 11 (A) and (B) above.
Tenant received all records and reports that Landlord listed in paragraph 11 (B) above.

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D. Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge.

12. RULES AND REGULATIONS

- A. Rules for use of the Property are attached. Yes No
- B. Tenant promises to obey the Rules.
- C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

13. TENANT'S CARE OF PROPERTY

Tenant, Tenant's family and guests agree to obey all laws and Rules that apply to Tenant.

- A. Tenant **will**:
 - (1) Keep the Property clean and safe.
 - (2) Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.
 - (3) Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
 - (4) Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant's willful, careless, or unreasonable behavior.
- B. Tenant **will not**:
 - (1) Keep any flammable materials on the Property.
 - (2) Willfully destroy or deface any part of the Property.
 - (3) Disturb the peace and quiet of other tenants.
 - (4) Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant understands that any changes or improvements will belong to the Landlord.
- C. Repairs by Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$ _____ . Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

14. LANDLORD WILL MAINTAIN PROPERTY

- A. Landlord will keep the Property and common areas in reasonable condition and as required by law.
- B. Landlord will keep all the structural parts of the Property in good working order, including:
 - Ceilings Roof Floors Walls
 - Steps Porches Windows Doors
- C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:
 - Air conditioning Sanitary Electrical Ventilation Drainage
 - Security Heating Water heating Plumbing
- D. Landlord will keep Property reasonably free of pests, rodents and insects. **This does not apply if Property is a single-family dwelling.**
- E. Landlord will supply utilities and services as listed in paragraph 8 (Utilities and Services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.
- F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant
 - (1) complains to a government agency or to Landlord about a building or housing code violation.
 - (2) organizes or joins a Tenant's organization.
 - (3) uses Tenant's legal rights in a lawful manner.

15. LANDLORD'S RIGHT TO ENTER

- A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.
- B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

16. SECURITY DEPOSIT

- A. Landlord cannot make Tenant pay a security deposit of more than two-month's rent the first year, and one-month's rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.
- B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- C. After the second year (if Tenant continues to live on Property), Landlord must keep the security deposit in an escrow account that earns interest. Landlord may keep 1 percent of the security deposit each year as an administrative fee.

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Landlord must pay Tenant the balance of the interest once a year.

- D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.
- F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

17. POSSESSION

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
 - (1) change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR
 - (2) end the Lease and have all money already paid as rent or security deposit returned.

18. RENT INCREASES

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real estate taxes and water and sewer charges.
- B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

19. NO PETS

Tenant will not keep any pets on any part of the Property without Landlord's written permission.

20. SMOKE DETECTORS

- A. Tenant will maintain and test (monthly) any smoke detectors on the Property.
- B. Tenant will notify Landlord or Broker for Landlord of any broken smoke detector(s).
- C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

21. FIRE OR OTHER DAMAGE

- A. If the Property is accidentally damaged (fire, flood, etc.):
 - (1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
 - (2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
- B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

22. AFTER NOTICE TO END LEASE

- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.
- B. Landlord may put up For Sale or For Rent signs on or near Property.
- C. Tenant agrees to move out peacefully when Lease is ended.

23. IF TENANT BREAKS LEASE:

- A. **Tenant breaks this Lease if:**
 - (1) Tenant does not pay rent or other charges.
 - (2) Tenant leaves Property permanently before the end of this Lease.
 - (3) Tenant does not move out when supposed to.
 - (4) Tenant fails to do anything Tenant agreed to in this Lease.
- B. **Non-Payment of Rent:** If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of FIVE DAYS is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.
TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.
- C. **Other Lease Violations:** If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant FIVE DAYS to correct the problem. If Tenant does not correct the problem,

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Landlord(s) _____

Landlord can then give Tenant FIVE DAYS' written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day.

TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.

D. If Tenant breaks Lease for any reason, Landlord may:

- (1) **Get back possession of the Property by going to court to evict Tenant.** If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
- (2) **File a lawsuit against Tenant** for rents and charges not paid and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks.
- (3) **Keep Tenant's Security Deposit.**

24. SALE OF PROPERTY

- A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:
 - (1) The name, address, and phone number of the new landlord.
 - (2) Where rent is to be paid.
 - (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.
- B. Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new landlord.
- C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.
- D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

25. IF GOVERNMENT TAKES PROPERTY

- A. The government or other public authority can take private property for public use. The taking is called *condemnation*.
- B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advanced rent.
- C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

26. SUBLEASING AND TRANSFER

- A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
- B. Tenant may not transfer this Lease or *sublease* (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.

27. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER

Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.

28. BROKERS The Business Relationships between the Broker(s) and Landlord and Tenant are as follows, UNLESS a different relationship is checked below:

- A. The Listing Broker is Agent for Landlord.
- B. The Leasing Broker is Agent for Tenant.
- C. When the Listing Broker and Leasing Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensees, UNLESS there is a Designated Agent(s) for Landlord and a Designated Agent(s) for Tenant. If the same Licensee is designated for Landlord and Tenant, the Licensee is a Dual Agent.

A Business Relationship exists that is different from above, as follows:

- The Leasing Broker is the Agent/Subagent for Landlord.
- The Leasing Broker is a Transaction Licensee.
- The Listing Broker is a Transaction Licensee.

D. Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.

29. MEDIATION

- A. *Mediation* is a way of resolving problems. A *mediator* helps the disputing parties reach an agreeable solution without having to involve the courts.

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B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

30. INSURANCE AND RELEASE

- A. Tenant understands that
 - 1. LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.
 - 2. TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.
- B. Landlord is not legally responsible for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that results from the damage or injury.
- C. Landlord is responsible for any injury or damage that results from Landlord's carelessness.
- D. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

31. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

32. CONSUMER NOTICE

Tenant and Landlord have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

33. ENTIRE AGREEMENT

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

NOTICE BEFORE SIGNING: IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO CONSULT AN ATTORNEY.

WITNESS _____ TENANT _____ DATE _____

WITNESS _____ TENANT _____ DATE _____

Email _____

WITNESS _____ LANDLORD _____ DATE _____

WITNESS _____ LANDLORD _____ DATE _____

Email _____

Brokers'/ Licensees' Certifications

Brokers and Licensees involved in the transaction certify, by signing here that:

- (1) The information given is true to the best of their knowledge.
- (2) They have told Landlord of Landlord's responsibilities under the Residential Lead-Based Paint Hazard Reduction Act

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(42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements above. Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act.

LEASING BROKER (Company Name) _____

ACCEPTED BY _____ **DATE** _____

LISTING BROKER (Company Name) _____

ACCEPTED BY _____ **DATE** _____

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Owners (Landlord) _____

(name of current Landlord)

now transfers to _____ (name of new Landlord)

his heirs and estate, this Lease and the right to receive the rents and other benefits.

WITNESS _____ LANDLORD _____ DATE _____

WITNESS _____ LANDLORD _____ DATE _____

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