

1894 --Pennsylvania condominium unit lease, furnished or unfurnished, rules, guaranty, Plain Language Consumer Protection Act, 6-94.

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PENNSYLVANIA PLAIN LANGUAGE CONDOMINIUM LEASE

Notice to Tenant: This Lease contains waivers of consumer rights. If you do not meet your Lease obligations, you may lose your security deposit. You may also be evicted and sued for money damages. By signing this Lease, you are waiving certain important rights.

The Landlord and Tenant agree to lease the Unit, and Landlord's interest in the Common Elements, on the following terms:

LANDLORD:		TENANT:		
Address for Notices				
Unit: Condominiu Address: Bank for Security Deposit:			Garage Space:	
Lease date:	Term beginning ending		Yearly rent Monthly rent Security Monthly garage fee	\$ \$ \$ \$
Broker				
Utilities and services paid by Landlord: q water q gas q electric q cable television q exterminating				
Attached is a page rider which is a part of this Lease q other				

1. Lease is subject and subordinate to Condominium Documents

- A. This Lease is subject and subordinate (inferior) to all Condominium Documents. Condominium Documents govern and describe the Condominium's operation, control, organization, upkeep and maintenance. Those include all documents, instruments and writings, such as the Declaration, Bylaws, Rules and Regulations, and Powers of Attorney given to the Executive Board.
- B. This lease is further subject and subordinate to any existing or future leases, agreements, mortgages, renewals, modifications, consolidations, replacements or extensions affecting the Unit or the Condominium Documents.
- C. Tenant will not do anything, or fail to do anything, that violates the Condominium Documents.
- D. Tenant will promptly sign any certificate requested by Landlord, to confirm this Lease is subject and subordinate to the Condominium Documents. If Tenant fails to do that, Landlord may sign on Tenant's behalf.
- E. Tenant acknowledges that Tenant read, or had the opportunity to read, the Condominium Documents. Tenant agrees to observe and be bound by all applicable terms and provisions in the Condominium Documents.
- 2. **Lender changes** Landlord may borrow money from a lender who requests changes to this Lease. Tenant will sign an agreement to change the Lease, as long as the rent, Term and Unit size are not changed.
- 3. **Use** The Unit must be used only as a private residence of the Tenant. Only a Tenant named above may use the Unit. However, this still remains subject to limits on who may legally occupy a Unit of this size.
- 4. **Rent, added rent** The rent for each month must be paid by the first day, at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent (and any partial month's rent) will be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. Whether or not stated as such, those other charges are considered "added rent." Added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.

If for any reason the Common Elements are damaged or Tenant cannot use them, Tenant must still pay the full rent, with no adjustment. Tenant must also continue to observe and perform all terms and agreements.

5. **Failure to give possession** Landlord shall not be liable if it cannot give Tenant possession on the beginning date of the Term. Rent starts at the beginning of the Term unless Landlord cannot give possession (rent

shall then be payable when possession is available). Landlord must give possession within a reasonable time, or else Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant when possession is available. The ending date of the Term will not change.

- 6. **Term** The Term will end on the date stated above. Notices are not required to end the Term.
- 7. **Notices** Any bill, statement, approval, consent, permission or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Unit. If to Landlord, it must be mailed or delivered to Landlord's address. It will be considered delivered on the day mailed (or if not mailed, when left at the proper address). They must be given by (i) certified or registered mail, return receipt requested or (ii) hand delivery with written receipt. Each party must accept and claim the notice given by the other. Landlord will notify Tenant if Landlord's address changes.
- 8. **Security** Tenant gave security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited, as may be required by law.

If Tenant fails to timely perform any term in this Lease (such as paying rent on time), Landlord may use the security. If the Landlord uses the security, Tenant shall (upon notice from Landlord) restore the security. That amount is due, when billed, as added rent. At all times Landlord shall have the amount of security stated above.

If Tenant (i) fully performs all terms of this Lease, (ii) pays rent on time, and (iii) leaves the Unit in good condition on the last day of the Term, then Landlord will return the security being held, in accordance with law. Tenant may not apply security to pay rent.

If Landlord sells or leases the Building, Landlord may give the security to the new buyer or lessee. In that case, Tenant will look only to the new buyer or lessee to return the security, and Landlord will be deemed released from all liability and obligations. Landlord may put the security anywhere permitted by law. Tenant's security will earn interest only when and as required by law.

9. **Utilities and services** Tenant will arrange and pay for all utilities and services, except the utilities to be paid by Landlord as stated above. Landlord has no obligation to provide (or liability for not providing) the utilities Landlord pays for. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless

installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the Unit or the Building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs or changes, until the work is complete.

10. **Alterations** Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings, or to make alterations or to paint or wallpaper the Unit. Tenant must not change or impair the plumbing, ventilating, ir conditioning, electric or heating systems. If consent is given, the alterations and installations will become the property of Landlord when completed and paid for. They will remain as part of the Unit at the end of the Term. However, Landlord may demand that Tenant remove the alterations and installations before the end of the Term. If Landlord wants them removed, Landlord will give Tenant at least 15 days' notice before the end of the Term. Tenant will comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a lien is filed on the Unit or Building for any reason relating to Tenant, Tenant must immediately pay or bond the amount of the lien within 20 days. If not, Landlord may pay or bond the lien. Landlord's costs shall be added rent.

11. **Repairs** Tenant must take good care of the Unit and all equipment, property and fixtures in it. Landlord will repair the plumbing, heating and electrical systems, unless caused by Tenant's act or neglect. In that case Tenant must, at Tenant's cost, make all repairs and replacements. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's costs will be added rent.

If the Association is permitted or obligated to maintain or repair the Unit, Landlord may have the Association do the work for Landlord. Tenant will pay Landlord for those repairs, if caused by Tenant's act or neglect.

12. **Fire, accident, defects, damage** Tenant must give Landlord immediate notice of fire, accident, damage, or dangerous or defective condition. If the Unit cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Unit is unusable (as long as not caused by Tenant). If part of the Unit cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Unit is usable.

If the Unit or Building is damaged by fire or other casualty, Landlord may cancel the Lease. If Landlord decides to cancel, Landlord will notify Tenant within 30 days of the fire or casualty. If not, Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to delays such as settling insurance claims, weather, public authorities, Tenant's act or neglect, obtaining estimates, labor or supply problems, or any other cause not fully within Landlord's reasonable control. If the fire or other casualty is caused by an act or neglect of Tenant (or Tenant's family, employee, guest or invitee), then all repairs will be made at Tenant's expense. However, Tenant must still pay the full rent with no adjustment. The cost of the repairs will be added rent. If Landlord repairs, Landlord is never required to repair or replace any fixtures, furnishings, personal property or decorations, but only equipment that is originally installed by Landlord.

If cancelled, the Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Unit to Landlord on or before the cancellation date in the notice, and pay all rent due through the date of the fire or casualty. The cancellation does not release Tenant of liability in connection with the fire or casualty.

13. **Liability** Landlord is not liable for loss, expense or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

Tenant must pay for damages suffered and expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord because of Tenant's act or neglect, Tenant will defend Landlord at Tenant's expense, with an attorney of Landlord's choice.

Tenant is responsible for all acts or neglect of Tenant's family, employees, guests or invitees.

If requested by Landlord, Tenant will carry whatever property and liability insurance Landlord reasonably requires. The insurance will name Landlord as an additional insured. Tenant will promptly give Landlord a copy of the policies.

14. **Entry by Landlord, signs** Landlord, the Association or their agents may enter the Unit at reasonable hours to: repair, inspect, exterminate, install, store, maintain, replace or perform other work that Landlord decides is necessary or desirable. At reasonable hours Landlord, the

Association or their agents may show the Unit to possible buyers, lenders or lessees (of the entire Building or land, or for the Unit). Landlord will try to give reasonable notice, except in emergency. Landlord may place "for sale" or "for rent" signs on the Unit or Building.

- 15. Assignment and sublease Tenant must not assign all or part of this Lease, or sublet all or part of the Unit, or permit any other person to use the Unit. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after an assignment or sublet is permitted, even if Landlord accepts money from the new assignee or subtenant. The amount accepted will be credited against money due from Tenant, as Landlord shall determine. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Unit including a new assignee or subtenant.
- 16. **Subordination and attornment** This Lease and Tenant's rights are subject and subordinate (inferior) to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid to a lender, and (d) terms, conditions renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. For example, if the Building or land is sold in a court proceeding known as "foreclosure," the new owner may cancel this Lease before the Term ends. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. A new owner may want Tenant to remain as a tenant under this Lease. If the new owner requests, Tenant will sign an agreement recognizing that. This is know as "attornment."
- 17. **Condemnation** "Condemnation" means that a legal authority can take the Unit, Building or land by paying Landlord. If all of the Unit, Building and land is taken, the Term and Tenant's rights shall end when the authority takes title. If any part of the Unit, Building or land is taken, Landlord may cancel this Lease on notice to Tenant. The cancellation date will be at least 30 days after the notice. If the Lease is cancelled, Tenant must deliver the Unit to Landlord on the cancellation date, together with all rent due to that date. The entire payment for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the payment. Tenant shall not make a claim for the value of the remaining Term, or for Tenant's interest in the Lease.
- 18. **Construction or demolition** Construction or demolition may be performed in or near the Building. This shall not affect Tenant's obligations in this Lease, even if it interferes with Tenant's ventilation, view or enjoyment of the Unit.
- 19. **Tearing down the building** If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this Lease by giving six (6)-months' notice to Tenant.
- 20. **No liability for Tenant's property**Neither Landlord, the Association, the Executive Board or their agents are responsible for (a) loss, theft or damage to the Tenant's property, or (b) injury caused by the Tenant's property or its use. Landlord does not carry insurance for Tenant's personal property. Tenant will obtain and pay for that insurance.
- 21 Playground, pool, parking and other recreation areas If there is a playground, pool, parking or other recreation area, Landlord may give Tenant permission to use it. Tenant will use the area at Tenant's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Tenant permission, and may cancel it at any time.
- 22. **Sidewalks, steps, terraces and balconies** The Unit may have sidewalks, steps, a terrace or balcony. The terms of this Lease apply to the sidewalks, steps, terrace and balcony, and they are considered part of the Unit. The Landlord may make special rules for the sidewalks, steps, terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the sidewalks, steps, terrace and balcony clean and free from snow, ice, leaves and garbage. Tenant must keep all screens and drains in good repair. No cooking is allowed on the sidewalks, steps, terrace or balcony. Tenant may not keep plants, or install a fence or any addition, on the sidewalks, steps, terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense. Tenant shall maintain the sidewalks, steps, terrace and balcony in good repair.

23. **Tenant's certificate** Upon request by Landlord, Tenant shall sign a certificate confirming the following: (1) this Lease is in full force and unchanged (or if changed, how it was changed); (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against

- Landlord; (3) Tenant is fully performing all the terms of the Lease and will continue to do so; (4) rent and added rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.
- 24. **Correcting Tenant's defaults** If Tenant fails to timely correct a default, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be added rent.
- 25. **Tenant's duty to obey laws and regulations** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant will promptly deliver to Landlord notices from any authority or group. Tenant will not do anything to increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.
- 26. Tenant's default The following are not the only rights and remedies. They are in addition to those provided or permitted by law.
- A. Tenant's waiver of notices. Landlord shall not be required to give Tenant a notice of default, or an opportunity to correct any default. Tenant also waives the right to receive a "notice to quit" or "notice to vacate" from Landlord. This means Landlord is not required to notify Tenant to remove from (leave) the Unit. Landlord may give Tenant a termination notice (but Landlord is not obligated to give that notice). If given, the termination notice will state the date the Term will end. Tenant must leave the Unit and give Landlord the keys on or before the termination date. Tenant continues to be responsible as stated in this Lease.
- B. If Tenant's application for the Unit contains any material misstatement of fact, that is a default
- C. If (1) the Lease is terminated; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Unit; or (4) the Term has ended; or (5) Tenant has defaulted in any obligation under this Lease, Landlord may, in addition to other rights and remedies, take any of the following steps: (a) peacefully enter the Unit and remove Tenant and any person or property, (b) use eviction or other lawful method to take back the Unit and (c) sue for money damages.
- D. If this Lease is terminated, or Landlord takes back the Unit, the following takes place:
- (1) Rent and added rent for the unexpired Term becomes due and payable at once.
- (2) Landlord may relet the Unit and anything in it. The reletting may be for any term. Landlord may charge any rent (or no rent) and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Unit in good repair and to prepare it for renting. Tenant remains liable and is not released except as provided by law.
- (3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and last to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.
- (4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.
- (5) Money received by Landlord from the next tenant (other than the monthly rent) shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. If Landlord relets the Unit, the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses, without offset.
- E. Tenant will pay Landlord all reasonable costs and expenses Landlord incurs to enforce this Lease. This includes attorney's fees and court costs.
- 27. No jury trial Landlord and Tenant waive their right to a trial by jury in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Unit.
- 28. **No waiver, illegality** Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal or unenforceable, the rest of this Lease remains in full force.
- 29. **Insolvency** If (1) Tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30-days' notice of termination of this Lease. If any of the above is not fully

- dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses, without offset.
- 30. **Rules** Tenant must comply with these Rules. Notice of new Rules will be given to Tenant. Landlord, the Association or Executive Board need not enforce Rules against other Condominium owners or occupants. Landlord is not liable to Tenant if another owner or occupant violates these Rules. Tenant receives no rights under these Rules.
- (1) The comfort or rights of other Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.
- (2) No one is allowed on the roof. Nothing may be used in, kept in, placed on or attached to fire escapes, sills, windows or exterior walls of the Unit or in the hallways or public areas.
- (3) Tenant may not operate manual elevators. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed on passenger elevators.
- (4) Tenant must give to Landlord keys to all locks. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.
- (5) Unit floors must be covered by carpets or rugs. No waterbeds are allowed in the Unit.
- (6) Dogs, cats, birds or other animals or pets are not allowed in the Unit or Building. Feeding them from the Unit, sidewalks, steps, terrace, balcony or public areas is not allowed.
- (7) Garbage disposal rules must be followed. Plumbing fixtures and all other property and equipment must be used only for their intended purpose.
- (8) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed.
- (9) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.
- (10) Improperly parked cars may be removed without notice at Tenant's cost.
- (11) Tenant must not allow the cleaning of the windows or other part of the Unit or Building from the outside.
- (12) Tenant shall conserve energy.
- (13) Tenant will keep the Unit safe and clean, and will not store or bring hazardous or flammable materials into the Building or the Unit.
- (14) Tenant will not throw anything from the Unit, or hang or shake anything from sidewalks, steps, windows, terraces or balconies.
- 31. **Representations, changes in Lease** Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party, or as otherwise allowed in this Lease.
- 32. Landlord unable to perform Landlord may be delayed or unable to: (a) carry out Landlord's promises or agreements, (b) provide any service or utility required to be provided, (c) make any required repair or change to the Unit or Building, or (d) supply any equipment or appliances required to be supplied. Tenant's obligations are not affected if that results from settling insurance claims, obtaining estimates, weather, labor or supply problems, public authorities, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control.
- 33. **End of term** At the end of the Term, Tenant must leave the Unit clean and in good condition, subject to ordinary wear and tear. Tenant will remove all of Tenant's property, installations, alterations and decorations. Tenant will repair all damage to the Unit and Building caused by moving. Tenant will restore the Unit to the same or better condition as at the beginning of the Term.
- 34. **Space "as is"** Tenant has inspected the Unit and Building. Tenant states they are in good order and repair and takes the Unit "as is."
- 35. **Quiet enjoyment** Subject to the terms of this Lease, as long as Tenant is not in default, Tenant may peaceably and quietly have, hold and enjoy the Unit for the Term.
- 36. **Vehicles** The use or storage of Tenant's (or any other person's) vehicle, whether or not parked or being driven in or about the Condominium parking area or garages, if any, shall at all times be at the sole risk of Tenant. Should any employee of the Condominium assist with parking, moving or handling Tenant's (or any other person's) vehicle or other property, that employee is considered the agent of Tenant (or such other person) and not of Landlord, the Condominium, the Executive Board or the Association. None of them shall be liable to Tenant (or to

any other person) for the act or omission of any employee, or for the loss of or damage to the vehicle or any of its contents, or other property.

Any vehicle or personal property belonging to Tenant, which in the opinion of Landlord, the Association or Executive Board is considered abandoned, shall be removed by Tenant within 1 day after delivery of written notice to Tenant. If Tenant does not remove it, Landlord or the Association may remove the property from the area, at Tenant's cost. Landlord is not liable for damage to, or caused by, any vehicle. This includes property damage and bodily injury. Tenant will indemnify and defend Landlord for all liabilities.

- 37. **Garage space** If a garage space is included in this Lease, Tenant's fee is listed above.
- 38. **Voting** This Lease relates solely to the use and occupancy of the Unit. This Lease does not include the transfer or exchange of any voting rights nor is it to be construed as reducing Landlord's sole right to vote without restriction, with respect to any matter related to the Unit.
- 39. No affirmative obligations of Landlord; release This Lease contains all of Landlord's obligations. There are no others. Landlord is not liable for any act or emission of the Association, Executive Board, or anyone else. However, Tenant must still pay all rent, and observe and perform all terms and agreements. Tenant releases Landlord, and agrees to indemnify, defend and hold Landlord harmless from and against all claims, liabilities and demands because of Tenant's acts or omissions. This includes any violation of the Condominium Documents.
- 40. **Landlord's consent** If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court for a declaratory judgment to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money (or subtract any sum from the rent) because such consent was not given.
- 41. **Limit of recovery against Landlord** Tenant is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.

- 42. **Parties bound by Lease** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.
- 43. **Landlord** Landlord means the owner of the Unit, or a lender in possession. Landlord's obligations end when Landlord's interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents or employees.
- 44. **Paragraph headings** The paragraph headings are for convenience only. They should not be used to interpret the Lease.
- 45. **Furnishings** If the Unit is furnished, the furniture and other items are accepted as is. If an inventory is supplied, each party shall sign a copy. At the end of the Term, Tenant shall return them clean and in good order and repair. Tenant is not responsible for ordinary wear and tear.
- 46. **Broker** Tenant states that no broker assisted with leasing the Unit, except the Broker named above. Tenant will pay Landlord any money Landlord may spend if this statement is incorrect.
- 47. **Additional definitions** The following definitions are for convenience only. They do not substitute for their legal meanings and usage.
- (a) "Association" the unit owners' association, whether profit, non-profit, incorporated or unincorporated.
- (b) "Common Elements" all portions of the Condominium other than individual units. Common Elements are shared and owned in common with more than one unit owner.
- (c) "Common Expense Liability" each unit owner's share of Common Expenses.
- (d) "Common Expenses" expenses and liabilities for the Condominium, plus reserves.
- (e) "Condominium"— the real estate identified in the heading. Part of the Condominium is separately owned; other portions are commonly owned. See heading.
- (f) "Executive Board" the management body which acts on the Association's behalf.
- (g) "Unit" the separately owned part of the Condominium which Tenant is leasing. See heading.

Signatures, effective date Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties. If more than one Tenant signs this lease, their liability will be joint and several. This means that each is fully responsible for performing all obligations, and for all payments.

LANDLORD:	TENANT:
WITNESS:	WITNESS:

GUARANTY OF PAYMENT AND PERFORMANCE

Guarantor and address

1. Reason for guaranty I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

Date of Guaranty

- **2. Guaranty** I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
- **3.** Changes in Lease have no effect This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to those changes.
- 4. Waiver of Notice I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.
- **5. Performance** If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.
- 6. Waiver of jury trial I give up my right to trial by jury in any claim related to the Lease or this Guaranty.
- 7. Changes This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

ANTOR: