

# RESIDENTIAL LEASE AGREEMENT

This Lease agreement (the "Lease") is made and entered into, as of this date, \_\_\_\_\_, by and among \_\_\_\_\_ ("Landlord") and \_\_\_\_\_, each of whom may be referred to herein as a "Tenant," and who may be referred to collectively as "Tenants."

**1. LANDLORD AND TENANTS.** The Tenants may contact the Landlord and should send payments due under this Lease as follows:

2865 South Eagle Road – PMB # 326

Newtown, PA 18940

Maintenance Telephone: (267) 575 -1354 RUDY

General Telephone: (267) 243 -1352 YVONNE

E-Mail: YvonneKraeher@verizon.net

Landlord may contact Tenants at the phone numbers and e-mail addresses that were provided on the Application Forms completed by each Tenant.

**2. LEASED PROPERTY.** The Landlord agrees to Lease the Leased Premises, which is located at \_\_\_\_\_ (the "Leased Premises") to the Tenants, and the Tenants agree to Lease the Leased Premises from the Landlord, pursuant to terms provided in this Lease.

**3. STARTING/ENDING DATES OF LEASE.** The initial term for this Lease starts on August 1, 2016 (the "Effective Date"), and ends on July 20, 2017 at 12:00 noon for non-renewing tenants.

**4. MONEY OWED AT MOVE IN.** The following amounts must be paid by Tenants to Landlord before the signing of this Lease or before moving into the Leased Premises:

- a. \_\_\_\_\_ representing the rent for the final month of the Lease;
- b. \_\_\_\_\_ representing the first month's rent;
- c. \_\_\_\_\_ as a security deposit (the "Security Deposit");
- d. \_\_\_\_\_ as a utility deposit; and
- e. \_\_\_\_\_ application fees

NOTE: THE SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT UNDER ANY CIRCUMSTANCES. Security Deposit is Tenants' pledge of full compliance with their obligations under this Lease. The Security Deposit shall be returned to Tenant, without interest, and less any set off for damages to the Leased Premises or any other expenses that remain outstanding by Tenant. If there are damages, unpaid rent, unpaid utilities or other expenses, which exceed the amount of the security deposit, then no security deposit shall be returned and all monies held on account shall be used to pay for those expenses. In addition, if the damages and/or expenses exceed the amount of the security deposit, then Tenants shall be billed accordingly and are expected to pay the additional amount due within 30 days. All keys to the property MUST be returned to the Landlord before the thirty day processing period begins.

**5. RENT.** The total rent due for this Lease shall be \_\_\_\_\_. The total rent due and payable on the first day of each month shall be \_\_\_\_\_. Rent is divided into 12 equal payments.

- a. Tenant must make sure that all payments reach Landlord on or before the first of every month. A grace period not to exceed 5:00 pm on the fifth day of the month shall be extended by the Landlord to Tenant as a courtesy. If Tenant mails rent to Landlord, the postmark date of the letter is recorded as the date of payment. Rent is considered late if postmarked or hand delivered after 5:00 pm on the 5th of the month. If automatic payments are set up, they must be set up to be credited to Landlord's account on or before the first of each month.

- b. Time being of the essence, each Tenant agrees to pay a late charge of \$35.00. An additional late fee of \$5.00 per day will be assessed for each day rent is not received by the Landlord after the 6<sup>th</sup> of the month, regardless of the cause, including dishonored checks. Landlord reserves the right to assess more than one late fee in a month should Tenants decide to pay their rent individually and more than one Tenant makes a payment that is not received on time. Late fees will be imposed on partial payments, i.e. if only part of the rent is paid on time. An additional service charge of \$ 50.00 will be due and payable to the Landlord for all dishonored checks. A late fee will be applied to the Tenant's account in the event that rent is late as a result of checks being returned for non-sufficient funds. In the event of any dishonored checks, Landlord reserves the right to require future rent payments in the form of a money order, cash or certified check.
- c. Landlord will send a written Notice to Pay Rent or Move if Landlord does not receive rent by the 5th day of the month.
- d. In the event that the rent remains unpaid, Landlord may begin a court action to remove Tenant(s) on the 15th day of the month. In such event Tenants will be obligated to pay all of Landlord's reasonable costs for such action. All rent due may be immediately demanded from Tenant.
- e. If Tenants fail to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulations set forth in this Lease or which may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenants by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate the Lease. If Tenant fails to pay rent when due and the default continues for Ten (10) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease.
- f. Charges not paid when due become additional rent for the next month and are subject to late fees.

6. **HOW RENT IS APPLIED.** When Landlord receives payment from Tenant it shall be applied to the following items in the following order:

- a. additional rent charges,
- b. tenant owed utility bills,
- c. legal and court costs,
- d. other fees not paid,
- e. past rent,
- f. current rent, and
- g. damages to property.

7. **TENANTS TO LIVE AS A FAMILY UNIT AND UNAUTHORIZED OCCUPANTS.**

Tenants agree to live together and function in the leased premises as a family unit. This family unit is composed of the following members: \_\_\_\_\_. Any additional individuals who are authorized by the Landlord and are co-signers to this lease must share in any and all of the responsibilities outlined in this lease. If any unauthorized occupant(s) is living in the Leased Premises without Landlord's knowledge or permission. Landlord may:

- a. end this Lease upon providing Tenants with Thirty (30) days written notice;
- b. require Tenants to pay \_\_\_\_\_ per month for each unauthorized occupant(s); and
- c. require Tenants to pay for all damages caused by any unauthorized occupant(s).
- d. require unauthorized occupant(s) to immediately vacate the leased premises.

8. **UTILITIES.** Tenants agrees to arrange for and place all utilities set forth below in one or more of their names effective upon the Effective Date. Landlord and Tenant agree to pay for the utilities and services as listed below:

Cable TV/Internet/ Phone  
Water

**TENANTS**  
**TENANTS**

Electric  
Gas  
Security System

**TENANTS**  
**TENANTS**  
**LANDLORD**

Tenant agrees to provide Landlord with a utility deposit of \$ 120.00 for each occupant living in the property before moving in. Any balance of this deposit will be returned to the Tenant at the conclusion of this lease when written verification along with the last copies of all paid utility bills are provided to the Landlord by the Tenant. This deposit may be held by Landlord until all utility accounts are closed and fully paid and evidence provided. If Landlord does not receive such verification, the return of the utility deposit will be delayed. Tenant must set up direct billing for water, however if Tenant delays or does not place water into a tenant account or if property is a triplex or duplex, then each tenant must include \$ 18.00 for water use along with his/her rent each month. If water usage exceeds the monthly usage \$ 18.00 fee then Tenant shall be billed accordingly for any overage due at the time of the overage and/or at the conclusion of the lease. At the end of the lease, any outstanding utility or water bills shall be deducted from the utility deposit. If there is not a sufficient utility deposit held on account, then remaining utility bills shall be deducted from the security deposit. If Tenant fails to set up utility accounts in a timely manner or if Landlord has to take over service for any reason, then Landlord will bill back each tenant monthly for any charges incurred on Tenant's behalf and each Tenant shall be subject to a monthly processing fee of \$ 10.00 for the bill back and collection service.

**9. INSPECTION.** Tenant agrees to inspect the Leased Premises and make an independent determination that no defects, damages or pest infestation exist (including but not limited to bed bugs, rodents, cockroaches). If the Premises are not found to be in clean, safe and good working condition, Tenant must provide written notification to the Landlord within 48 hours of the Effective Date. After this 48 hour period has expired, Tenant agrees to accept the Leased Premises in their "as is" condition with all faults and imperfections. From this point forward Tenant is responsible for maintaining property clean and free of pests of any kind whatsoever and Tenant is responsible to hire and pay for extermination services should they become necessary because premises are not maintained clean, free of trash and/or pests are brought into the property by the Tenant. Landlord makes no express and disclaims any and all implied warranties with regard to the premises, fixtures, appliances or furniture. Tenant agrees to return the Leased Premises in the same condition, though subject to normal wear and tear, or to pay a minimum cleaning charge of \$ 250.00 upon vacating the premises.

**10. CHANGES TO THE LEASED PROPERTY.** Tenants agree not to change the Leased Premises whatsoever unless Landlord has permitted the changes in writing. The following is not permitted:

- a. Painting of inside and outside walls;
- b. Installing wallpaper or any wall covering;
- c. Installing ceiling tiles or any objects that require drilling of holes in floors, doors, walls, or ceilings;
- d. Constructing any buildings or making any other improvements;
- e. Using an excessive amount of nails, thumbtacks, tape, picture hangers, push-pins or other materials used to hang objects, which damage or make holes in the walls. No more than four holes per wall are permitted. Tenants will be billed at the end of the lease period for costly repair of these holes;
- f. Making any changes or modifications to the Leased Premises whatsoever.
- g. Making any repairs to the Leased Premises or contracting a third-party for the same.

**11. INSURANCE.** Landlord agrees to carry fire and liability insurance on the Leased Premises. Landlord shall not insure Tenants' personal property or property of Tenants' guests under Landlord's insurance policy.

- a. Landlord strongly encourages Tenants to carry fire, liability, personal property, and theft insurance to protect Tenants, Tenants' personal property, and Tenants' guests and their property. Tenants agree to list Landlord as additionally insured on any policy that Tenants purchase.

- b. If any (or all) of the Tenants suffer any loss of property on account of fire, theft, burglary, or any other means, Tenants agree to relieve Landlord from all responsibility. Tenants agree to pay for any loss or claims filed.
- c. The Tenant agrees to do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance. If the Tenant causes an increase in insurance premiums on the Property, and/or the building of which the Property is a part, Tenant agrees to pay as "additional rent" such increase. Nonpayment of additional rent gives the Landlord the same rights against the Tenant as if the Tenant failed to pay the Rent.

**12. TENANT INJURIES.** Landlord is not responsible for any Tenant or Tenant Guest injuries that may occur at the Leased Premises.

- a. Landlord is only responsible for injuries to its employees, principals, agents and subcontractors while on the Leased Premises.
- b. Tenants agree to indemnify, defend and hold Landlord harmless from any and all claims or assertions for every kind and nature.

**13. CO-SIGNERS TO THE LEASE.** Any Tenant who is not financially emancipated from his or her parent(s) must have a parent or other financially responsible adult co-sign this Lease (each a "Co-Signer"). Each Tenant and each Co-Signer of this Lease may be held responsible for all of the Tenant's financial obligations provided for in this Lease. This includes, but is not limited to, rent, late fees, damages, unpaid utility bills, cleaning and trash removal and other costs. Landlord may place a money claim, claim on bank accounts, or lien on the real property owned by any Lease signers after receiving a court judgment showing amount of money owed.

**14. CARE AND USE OF THE LEASED PROPERTY.**

- a. PRIMARY RESIDENCE: Tenants agree to use the Leased Premises as a private residence only for Tenants and authorized occupants. Tenants agree to live together as a family unit.
- b. USE: Tenants agree not to use the Leased Premises for carrying on any business, trade, profession, or for any purpose other than as a private dwelling. Tenants agree not to use the Leased Premises for any unlawful or hazardous purposes.
- c. OBEY ALL LAWS: Tenants agree to obey government housing regulations, local and state laws, and condominium and homeowner association rules as they apply to Tenants.
- d. EXCESSIVE FIRE/ POLICE or FALSE ALARMS or SNOW VIOLATIONS: Tenants are responsible for paying any citations, fines and associated fees imposed by the City of Philadelphia as a result of false alarms, which are triggered by misuse of the alarm system, and shovel law violations, which occur when snow and ice are not removed promptly from the front of the Leased Premises (including the steps and the sidewalk).
- e. KEEP SAFE AND CLEAN: Tenants agree to keep the Leased Premises safe against fire and water damage. Tenants must not block exits or hallways with personal property, as this is a fire code violation. Tenants agree to remove trash, garbage, and other waste in a safe manner. Tenants must keep a functional vacuum cleaner on the Leased Premises and agree to vacuum carpets weekly to avoid damage to the carpets. Landlord may inspect property from time to time and if the Leased Premises are found to be in any way unsanitary, Landlord reserves the right to hire a professional cleaner and bill Tenant for this service. This is in an effort to keep Landlord's property in a condition that will not cause any long- term damage.
- f. HEATING: Tenants agree not to use any other heating source than the one provided in the Leased Premises. Tenants will keep temperature at 60 degrees Fahrenheit or above at all times. Tenant will be held responsible for damage caused by frozen pipes, which can cause damage to the heater, the floors and the walls.
- g. APPLIANCES: Washer/Dryer and all appliances are for the use of the tenants whose names are on this lease. No other person(s) may use the Washer/Dryer. Landlord may bill tenant for any

- appliance repair that is caused by misuse by the Tenant.
- h. FORCED ENTRY: In the event of a Tenant lockout, forced entry into the bedroom or Leased Premises is a violation of this lease and is considered abuse of the premises. Landlord and/or a locksmith should be called to open the door. In the event that Tenant "forces" the door(s) open and breaks it, tenant will be billed a MINIMUM of \$ 500.00 to repair each damaged inside door and a MINIMUM of \$ 800.00 to repair each damaged outside door. The repair is considered a billable service call and is payable immediately. Landlord may withhold repair until payment for this repair is completed.
  - i. LOCKS: Tenants agree not to change locks or put additional locks on doors at the Leased Premises without Landlord's written permission, which will not be unreasonably withheld. Landlord may remove any unauthorized locks without notice. Tenant will pay the cost of the new locks and keys.
  - j. LIGHT BULBS/BATTERIES: On the Starting Date, Landlord will provide working light fixtures and light bulbs in the Leased Premises. Thereafter, light bulbs and batteries will be replaced at Tenants' expense.
  - k. SMOKING: Smoking of any kind whatsoever is prohibited within the Leased Premises and cause for eviction as well as loss of the entire security deposit.
  - l. NO DRUGS: If it is discovered that Tenant or Tenant's guests are participating in the illegal use of drugs or other drug related activities, Landlord may terminate this lease immediately and Tenant is responsible for the complete payment due for the full term of the lease.
  - m. NO PARTIES: Keg parties and large social gatherings/parties of any kind whatsoever are strictly prohibited and cause for eviction.
  - n. NO NOISE/DISTURBING THE NEIGHBORS: Tenant agrees not to disturb the neighbors in any way whatsoever. Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant and must ensure that order be maintained at all times and at all places on the premises. Tenants and Tenants' guests shall not make or permit any loud or improper noises or otherwise disturb other residents. All radios, TV sets, stereos, etc. must be turned down to a level of sound that does not annoy or interfere with other residents or neighbors. A 12 a.m. noise curfew shall be in effect and enforced. If the police are called to a property for disturbing the neighbors, Tenants will be given notice. If a second incident occurs then tenants will be assessed a fee. A third incident of loud and disrespectful behavior is cause for immediate eviction. Tenant will be responsible for full and complete payment of remainder of lease payments should they have to leave the premises for disturbing other tenants and neighbors.
  - o. VERBAL AND/OR PHYSICAL ABUSE: Tenant and guests are to treat all neighbors, roommates, visitors, management staff, and other officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name-calling or any other language offensive or demeaning to another person. Physical violence of any type will not be tolerated.
  - p. PESTS: Landlord is providing the Leased Premises to Tenants free of insects, rodents, and pests (including bed bugs) at move-in. Tenant agrees to immediately notify Landlord in the event that Tenant discovers an infestation during the term of this lease or any renewal thereof. In addition, Tenant agrees to follow all instructions during mitigation and extermination process. Tenants agree to pay for a pest control service if the need for such service becomes apparent after the 48-hour inspection period has elapsed. It is the Tenants' responsibility to keep the Leased Premises clean and free of trash/yard waste in an effort to discourage pests from entering the Leased Premises.
  - q. TRASH: All trash, garbage, rubbish or refuse must be deposited in the locations provided. Trash must not be placed outside on any other day except for the evening before trash is picked up according to regulations set forth by the City of Philadelphia ("City Regulations"). Trash and recycling must be separated according to City Regulations. Trash cans must be put inside as soon as is practicable, but no more than 24 hours following trash pick-up, otherwise Tenant may be subject to city imposed fine. Each apartment or building in this location shall have its own trash container and recycling container and it is the responsibility of the residents in each apartment to take care of his or her trash according to City Regulations. If a Tenant is fined it is his/her responsibility to pay the fine in a timely manner, otherwise Landlord may be obligated to pay the fine to prevent costs from being charged against the Leased Premises. Tenant will be billed accordingly and

responsible for paying any fines or costs incurred by Landlord related to tickets issued as a result of trash cans being put out too early or not being put inside on time or mixing recycling with ordinary trash. Landlord shall make a reasonable effort to determine which apartment residents are responsible for any fines imposed and bill those Tenants accordingly if they do not pay their own fines. If Landlord has to hire a cleaner to clean the trash around the Leased Premises, Tenant will be billed accordingly for this service. The minimum charge is \$ 10.00 for each person living in an apartment and \$ 50.00 if the property is a house if Landlord has to clean/take the trash to the street from around the building. It is required that Tenant keep all patios and outside drains free of leaves and debris which could cause back up of the plumbing pipes. Trash and leaves left on the patios are also places for mice and other pests to nest.

- r. ROOF ACCESS: Tenants are not permitted to climb on top of the roof for any reason whatsoever. Landlord shall not be liable for any accidents or incidents involving Tenants and his or her guests that may occur on the roof and/or the roof top deck. Unauthorized access to the roof shall be cause for eviction.
- s. PAYMENT OF UTILITIES: Tenants agree to pay all utility bills for which Tenant is responsible on time. Tenants agree to immediately reimburse Landlord for any utilities that have been billed to the Landlord. Unpaid utility bills may be subject to reasonable administrative and /or late fees. Failure of tenant to pay all bills shall be cause for eviction.
- t. PHONE NUMBERS, COPIES OF DRIVER'S LICENSE AND AUTO INFORMATION: Tenants and Co-Signers agree to provide Landlord with current home, work and cell numbers and e-mail address and will tell Landlord of any change in this contact information. Tenants also agree to provide Landlord with a copy of his/her current driver's license or ID card as well as the make, model, color and license plate number for any Tenant vehicles, by using EXHIBIT B of this lease.

**15. LANDLORD'S RESPONSIBILITIES.**

- a. GOVERNMENT REGULATIONS: Landlord agrees to maintain the Leased Premises and common areas as required by law or government regulations.
- b. GOOD REPAIR: Landlord agrees to keep in good repair and working order the electrical, plumbing, sanitary, heating, and air conditioning systems, and all other services. Tenant will advise Landlord in writing, if any of these systems is not in good repair or working order. Landlord is not responsible for damage to such systems caused by Tenant negligence or intentional acts.
- c. SIGNING OF THE LEASE: Lease must be signed by the Manager of the LLC, Rodolphe Kraeher.

**16. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY.**

- a. Landlord or Landlord's agents agree to give Tenant notice (unless it is an emergency) before entering the Leased Premises. Landlord, or person chosen by Landlord, has the right to inspect, show, make repairs, and do maintenance even if the Tenant is not home. Landlord will make every effort to reach Tenant and give as much notice as possible, however, if Tenant cannot be contacted, Landlord may enter the property.
- b. Landlord, or person chosen by the Landlord, has the right to enter the Leased Premises without notice for an emergency. If the Tenant is not present, Landlord agrees to tell Tenant promptly to explain the visit.

**17. DAMAGE TO LEASED PROPERTY.**

- a. If a fire or other mishap damages the Leased Premises, Tenant may continue to occupy the livable part if such occupation is permissible under local codes and laws. If Tenant decides to stay, Tenant will pay rent in proportion to the percentage of the square footage of the Leased Premises, which are 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 then due from Tenant, if any, and then return security deposit plus rent paid in advance for any period after the fire or mishap. Once the Lease has ended, Landlord is not responsible for finding replacement housing for Tenant.

- c. Tenants agree to allow Landlord or Landlord's representative to enter the Leased Premises whenever necessary to repair damage caused by fire or mishap.
- d. Any damage or injury resulting from fire or mishap caused by Tenants or Tenant's guest(s) shall be Tenants' full responsibility. This shall include the entire balance of rent payable and all other terms and conditions of the Lease.
- e. Tenant is responsible for damage caused as a result of windows being left open. Any windows or screens broken or doors damaged by anyone shall be Tenants' responsibility, unless such damage is caused by Landlord or any contractor or agent working for the Landlord.
- f. Tenants agree not to hold Landlord responsible for damage to the Leased Premises or injury to any person caused by water, snow, or ice.
- g. Lavatories, sinks, toilets, and all other water and plumbing apparatus should be kept in good order and repair and shall only be used for the purposes for which they were constructed. Any damage to such apparatus from misuse or abuse shall be borne by the Tenants. Clogged sinks, toilets, tubs and other drains are billable service calls.
- h. Tenant is responsible for all plumbing repairs resulting from neglect or misuse including but not limited to: damaged faucets, leaks, clogged pipes or toilets, water damage resulting from abused fixtures, bathroom caulking that is necessary from misuse of the shower or sink area and frozen pipes resulting from maintaining improperly low heat (below 60 degrees Fahrenheit) in the Leased Premises. Baby wipes, paper towels, excess toilet paper use, feminine/male hygiene products, sweepings, sand, grease, hair, candle wax or any other items that may be flushed down the drain or toilet and result in the need for a professional drain cleaning or other repair shall be billed to the Tenant. Tenant must pay this expense immediately. Tenant is required to keep a plunger on the Leased Premises to use when necessary.

**18. LOST KEYS AND LOCK OUTS.**

- a. If Tenant contacts Landlord to unlock door the charge shall be \$ 50.00.
- b. If a locksmith is necessary, Tenant must pay locksmith and provide Landlord with a new key and old locks immediately. The Landlord may change the locks back to the master cylinder set to better accommodate its management of the Leased Premises. The Tenant will always be responsible for the cost of labor for such repairs. The Tenant may be responsible for the cost of new locks if the old locks were not returned to the Landlord.
- c. Copy of each key is \$ 10.00.
- d. If Tenant forces a door open and breaks the door, door jam, molding, frame, door handle or any other part related to the door, the minimum repair charge is \$ 500.00. Tenant will be expected to pay this amount immediately to Landlord before any repair is started. If the amount remains unpaid, late fees shall be imposed until the amount is paid in full.

**19. REPAIRS.**

- a. Tenants agree to immediately provide Landlord with notice in writing, of any dangerous or defective conditions on or in the Leased Premises. If Tenants fail to provide such notice, Tenants shall be responsible for all injury or mishap caused by the dangerous or defective conditions.
- b. If Tenants fails to correct a problem or notify Landlord in sufficient time then Landlord will fix the problem and bill Tenants accordingly. Tenants shall be responsible for additional water usage caused by such problems.
- c. Landlord shall not be responsible for any inconvenience or loss that needed repairs cause.
- d. If Tenant does not keep sufficient heat in the Leased Premises and the pipes freeze or burst as a result of the lack of heat and cause damage to the Leased Premises, Tenant will be responsible for any repairs that are needed and any damage caused to the Leased Premises.

**20. LEAD BASED PAINT NOTICE.**

- a. The United States Environmental Protection Agency ("EPA") requires all Landlords who wish to rent property built before 1978 to give a tenant or potential 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. The Leased Premises were built before 1978 and Landlord has provided Tenants with a Lead-Based Paint Pamphlet.

- b. Landlord is required to tell Tenants if the Leased Premises contains or does not contain any lead-based paint. Tenants may hire a certified lead paint inspector, at Tenants' expense, to inspect the Leased Premises. If Tenants hire a certified lead paint inspector, Tenant will supply Landlord with the name of such lead paint inspector before the inspection is performed.
- c. Any lead-based paint inspection must happen within five days of signing this Lease and the written results returned by the certified lead paint inspector to Tenants and to Landlord within Ten (10) days of the inspection. Tenants will provide the certified lead paint inspector with permission to have the inspection results given to Landlord in writing. If Tenants do not decide to engage a certified lead paint inspector within five days of signing this Lease, Tenants will have waived their rights to any claims against Landlord with respect to any future health problems arising from lead-based paint or lead hazards in the Leased Premises.
- d. If lead-based paint or lead hazards are present in the Leased Premises, Tenants must choose one of the following two alternatives:
  - i. Tenants may terminate this Lease by notifying Landlord in writing within 2 days of receiving the inspection results. In such event, the Lease will terminate on a date to be agreed upon by the Tenants and the Landlord within Ninety (90) days of the Effective Date defined above and Tenants agree to move out of the Leased Premises on or before the date agreed upon by the Tenants and the Landlord.
  - ii. Tenants may continue the Lease and agree not to hold Landlord responsible for any future health problems due to lead-based paint or lead hazards.
- e. Tenants acknowledge receiving the Lead Based Paint Pamphlet before signing this Lease.

**21. WATERBEDS AND POOLS.**

- a. Waterbeds and pools are NOT ALLOWED in or on the Leased Premises under any circumstances.
- b. If any Tenant sets up a waterbed or pool in or on the Leased Premises without the knowledge of the Landlord, such Tenant shall be fully and completely responsible for any damage caused to the Leased Premises by such waterbed or pool, including the cost of all repairs whether cosmetic or structural. Landlord may require Tenant to remove waterbed or pool if one is found in the property.

**22. SMOKE AND CARBON MONOXIDE DETECTORS.**

- a. Landlord has supplied smoke detector(s) and carbon monoxide detector(s) in the Leased Premises. Tenant is responsible for smoke detector or carbon monoxide detector operation and agrees to replace batteries "as needed."
- b. Tenants agree to tell Landlord immediately if any smoke detectors(s) or carbon monoxide detectors(s) fail to work for any reason other than a problem with a dead battery. Tenants shall NOT remove the smoke detector or carbon monoxide detector batteries except to replace them.
- c. Tenants agree not to disconnect or remove a smoke detector or carbon monoxide detector or allow anyone else to do so, except for the Landlord or a contractor or agent working for the Landlord. Tenant is responsible for any injuries, damages, or loss suffered because of someone (other than the Landlord or a contractor or agent working for the Landlord) disconnecting a smoke detector(s) or carbon monoxide detector(s) for any reason. Disconnecting the smoke detectors (s) or carbon monoxide detectors (s) shall be cause for eviction.
- d. Failure to properly maintain smoke detectors and carbon monoxide detectors, replace smoke detector and carbon monoxide batteries, or to notify Landlord of any broken or malfunctioning smoke detectors and/or carbon monoxide detectors shall be considered to be a breach of this Lease. Tenant will be obligated to pay for damage to the Leased Premises, if any, if Tenant fails to maintain smoke and carbon monoxide detectors.



**23. VEHICLES.**

- a. There is no parking area provided with the Leased Premises and Tenants agree to park cars, trucks, or motorcycles on the street in conformance with local and state laws and regulations. Tenants acknowledge that they will be responsible for any tickets or summons they receive with respect to any moving and non-moving violations, including but not limited to parking illegally, lack of insurance or registration, or equipment violations.
- b. Tenants agree not to park or store a motor home, camper, trailer, boat, boat trailer or any other recreational vehicle on or at the Leased Premises.
- c. Tenants acknowledge and agree that repainting, repairing, or servicing of any vehicle is not permitted anywhere on or at the Leased Premises.
- d. Tenants agree to provide Landlord with vehicle information in Exhibit B.

**24. PETS.** Tenants agree not to have or keep any pets or animals in or at the Leased Premises. If an animal is found on the Leased Premises the Landlord will immediately charge the Tenants a Two Hundred Fifty Dollar (\$250.00) fee per pet. This fee will go towards cleaning, deodorizing, removing allergens so that any future tenants who are highly sensitive to pet dander can occupy the Leased Premises. In the event of a breach of this Section 24, Landlord may choose to:

- a. End the Lease by giving Tenants a Thirty (30) day written notice terminating the Lease.
- b. Remove any animal found on the Leased Premises to an animal shelter or other suitable location at Tenants' expense.

**25. TOGETHER & INDIVIDUAL LIABILITIES.** If more than one Tenant or Co-Signer signs this Lease, each Tenant and/or Co-Signer shall be responsible individually and jointly for making full rent payments. This means that if one Tenant moves out, Landlord can make any remaining Tenants and any Co-Signers, responsible to pay the full rent and any expenses associated with the Leased Premises. It also means that Landlord may sue any one Tenant or all Tenants for breaking the Lease.

**26. 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 Premises. Tenants agree not to transfer, sublease or allow anyone else to occupy the Leased Premises without Landlord's written permission, which will not be unreasonably withheld.

- a. Tenants shall be responsible for all expenses incurred in locating a replacement Tenant.
- b. A potential replacement Tenant will be required to submit an application, application fee and any appropriate deposits directly to Landlord. Landlord will review the application and must approve of any proposed replacement Tenant.
- c. The Lease shall remain under the original Tenant's name. Original Tenant shall be responsible for all damages, needed repairs, and uncollected rent with respect to the replacement Tenant.
- d. The replacement Tenant must accept the Leased Premises in "as is" condition and after obtaining Landlord's approval, Tenant shall pay a fee of One Hundred Fifty Dollars (\$150.00) to Landlord for processing the transfer of the Sub Lessee.

**27. TAKING BY THE GOVERNMENT.** Federal, state and local government have the right to take private land for public use via eminent domain proceedings. If any governmental entity takes all or part of the Leased Premises via eminent domain, this Lease shall be terminated. Both Landlord and Tenant agree to terminate the Lease as of the date of the transfer of the Leased Premises to any governmental authority pursuant to eminent domain.

**28. NO JURY TRIAL.** Landlord and Tenant agree to give up their right to a trial by jury with respect to any civil action or any other action brought either by Landlord or Tenant against the other.

**29. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES.** If Landlord has a mortgage on the Leased Premises, the mortgage company rights are stronger than the Tenants' rights

against the Landlord. If Landlord fails to make its monthly mortgage payments to the mortgage company, the mortgage company has the right to sell the Leased Property. Such a sale may result in the termination of this Lease or require Tenant to make payments to the mortgage company or to the buyer of the Leased Premises in such sale, and not to the Landlord.

30. **SALE OF THE LEASED PREMISES.** If Landlord sells the Leased Premises, Landlord will transfer all security deposits to the buyer of the Leased Premises subject to the agreement of such buyer to abide by the terms and conditions set forth in this Lease. In such event, such buyer of the Leased Premises will replace the Landlord. Landlord agrees to notify Tenants about any sale of the Leased Premises. The new Landlord shall be responsible to Tenants for the return of their security deposit after the sale of the Leased Premises. Subject to the buyer of the Leased Premises agreeing to fulfill all of the terms and conditions provided for in this Lease, Tenant understands that Landlord will not have any more responsibilities under this Lease after the Leased Premises are sold to the new owner. Subject to agreeing to fulfill all of the terms and conditions provided for in this Lease, the new owner shall replace the Landlord and shall have all of the rights and privileges accruing to the Landlord under this Lease and this Lease shall remain in full force and effect.
31. **TRUTHFUL APPLICATION.** Any information supplied to Landlord by Tenant or Tenant's Co-Signer by means of a rental application or similar instrument is true and correct and was given by Tenant and Co-Signer voluntarily and knowingly. If Landlord learns that Tenant is not truthful on the rental application, Landlord may terminate this Lease immediately.
32. **LAWN CARE AND SNOW REMOVAL.** Tenants are responsible for lawn maintenance, (if any) and snow removal if living in a single family home or row home. Lawn maintenance means cutting grass, trimming bushes and hedges, and weeding the flower beds. Snow removal means shoveling snow and removing ice from steps, sidewalks and driveway, and includes salting of ice as needed. All patios and sidewalks must be kept clean at all times. If Tenants do not maintain these areas in a satisfactory condition, Landlord will complete the work and charge Tenants at a reasonable rate for such work. Tenant will be responsible for any tickets and/or fines that may be associated with snow removal that is not done in a timely manner.
33. **ILLEGAL ACTIVITY.** This Lease may be terminated automatically if anyone finds Tenants or Tenants' guests storing, using, selling, manufacturing, or distributing illegal drugs. This also applies to any other illegal activity under local, state or federal law. In a student property keg parties are strictly prohibited and grounds for immediate eviction from the property. Tenant will be responsible for the financial obligations of the lease if he/she is evicted from the property as a result of large destructive parties and illegal drug use.
34. **NOTICES.**
- a. Landlord agrees to send all notices to Tenants in writing by regular mail or certified mail, or to deliver such notices to Tenants in person. If Tenants are not home, Landlord or Landlord's agent may place notice on the Leased Premises in an easy to see location. Posting any such notice on the Leased Premises shall be deemed to be notice to each Tenant. Each Tenant agrees to let the other Tenants know about any such notice from Landlord.
  - b. Tenants agree to send all notices to Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.
35. **DEATH DURING LEASE.** If a Tenant dies during the term of this Lease, the deceased Tenant's heirs or the executor of the deceased Tenant's estate shall have the right to terminate this Lease, with respect to the deceased Tenant only, effective as of the end of the second month after the month in which the death of the Tenant occurred. The remaining Tenants must continue this Lease, and must either (a)

find an acceptable new Tenant to replace the deceased Tenant, or (b) choose to cover the entire rent obligation hereunder among themselves.

- a. The Security Deposit with respect to the deceased Tenant shall be returned to such deceased Tenant's heirs or the executor of the deceased Tenant's estate when:
  - i. Rent and other charges remaining due are paid in full;
  - ii. All furniture and personal belongings of the deceased Tenant are removed and Leased Premises are clean; and
  - iii. A replacement Tenant is found who will take occupancy at the end of the 2-month period mentioned in Section 35.
- b. If this Lease is signed by more than one Tenant, the other Tenants who signed the Lease shall be responsible to complete the Lease.

**36. LANDLORD DOES NOT GIVE UP RIGHTS.** If Landlord fails to enforce any clause in this Lease, Landlord may enforce any such Clause at a later time without penalty. Furthermore, the exercise of any remedy by Landlord shall not be taken to exclude or waive the right to exercise any other right or remedy which the Landlord might have. After giving notice to leave the Premises or filing an eviction suit, even if the Landlord accepts Rent or other sums due, such acceptance does not waive or diminish Landlord's continuing rights of eviction or any other contractual or statutory right unless the Landlord specifically agrees to it.

**37. SURVIVAL.** If the courts find any clause in this Lease to be against the law, all of the other clauses that are legal shall not be affected by such finding.

**38. CHANGING THE TERMS OF THE LEASE.**

- a. Landlord must give Tenant at least a 30-day written notice before the Lease ends if any terms and conditions are changed. Tenant has 30 days from the date of receiving the notice to decide to accept or not accept the changes. Tenants' response to the change must be sent via certified mail with a return receipt requested.
- b. If Tenant does not give the required notice within the 30-day period, the Lease renews under the new terms and conditions given by the Landlord.

**39. RENEWING LEASE.** This Lease shall automatically renew for an additional twelve-month period if not ended or changed by either the Landlord or the Tenants.

- a. There may be an annual rent increase, which, if assessed shall be in the range of 5%- 10% of the monthly and annual rent for the prior twelve-month period.
- b. Landlord has the right to begin showing the property at any time for the purpose of securing new tenants for a new lease term.

**40. NOTICE TO END THE LEASE.** Tenants may only end this Lease by providing written notice on or before 30 Days of the Initial Term End Date or of any Additional Term End Date (the "Expiration Date").

- a. In the event that the Tenants abandon the Lease prior to the Expiration Date, the Tenants will be held responsible for all court costs, leasing fees for re-renting the Leased Premises, and all monthly rent due and any other expenses allowed under this lease.
- b. All belongings left by Tenants after either the Initial Term or the final Additional Term, whichever is the ending of this Lease (the "End Date") shall become the Landlord's property to remove or keep as abandoned property. The cost of disposal of such property may be charged to the Tenants.

**41. TENANT MOVES BEFORE END OF LEASE.** If Tenant(s) moves before the Lease end date, Tenant(s) will:

- a. Pay liquidating damages equal to one month's rent and pay for all expenses in locating a replacement Tenant. Tenants and Landlord may show Leased Premises to prospective tenants.
- b. Tenant shall forfeit his or her security deposit. Tenant may also be responsible for any and all cleaning expenses and damages that have occurred to the Leased Premises during his or her occupancy.
- c. Tenants are responsible for the monthly rent due until the end of the Lease or the new Tenant's occupancy date, whichever occurs sooner. If new Tenant fails to pay rent, then any and all obligations pertaining to this lease shall be the responsibility of the Tenant who moved out.
- d. If Tenant abandons the Leased Premises while rent is due and unpaid, Landlord has the right to take possession of the Leased Premises immediately and to rent the Leased Premises to another Tenant.
- e. Landlord shall not be responsible to store or keep Tenants belongings upon vacancy or abandonment. Any personal property left at the Leased Premises shall immediately become the property of the Landlord who may keep, sell or dispose of such property and charge the Tenant for doing so.

**42. NOTICE TO QUIT (LEAVE THE LEASED PREMISES).** If Tenants break this Lease by not paying rent or other charges or by not adhering to the terms of this agreement, Landlord may evict Tenants from the Leased Premises (force Tenants to move out) without a written notice. Tenants agree that a written notice ten (10) days in advance of such eviction is sufficient. This means that if Tenants have not moved from the Leased Premises on or before the 11<sup>th</sup> day after Landlord has given Tenants written notice, Landlord can file a lawsuit to evict Tenants. In such case, Tenants are waiving their rights to a longer notice to move out.

**43. TENANT BREAKS LEASE.** Tenants will lose the protections and rights provided by this Lease (and possibly forfeit the security deposit) for the following reasons:

- a. Tenants do not pay rent or other charges due on time,
- b. Tenants empty or abandon the Leased Premises before the end of the Lease,
- c. Tenants do not follow all the terms and conditions of this Lease,
- d. Tenants do not leave at the end of the Lease period. In such event, Tenants will pay Landlord a penalty fee of \$50.00 per day in addition to regular rent.

**44. LANDLORD'S RIGHTS IF TENANT BREAKS LEASE.** Landlord has the right to do the following if Tenant breaks this Lease Agreement:

- a. End this Lease agreement,
- b. Repossess the Leased Premises through court proceedings,
- c. Hire an attorney to start a court eviction action. Tenants agree to pay Landlord all of Landlord's attorney's fees and court costs,
- d. Start eviction action. Tenants agree to pay Landlord the sum of One Hundred Dollars (\$100.00) as collection costs in addition to paying all of the filing fees incurred by Landlord, if Landlord must take Tenants to court without using an attorney. If the Landlord uses an attorney for the eviction process, the Tenants agree to pay reasonable attorney fees, filing fees, administrative and all other costs.
- e. Tenants agree to pay Landlord all leasing fees for re-renting the unit and up to three month's rent until the Leased Premises are re-rented.
- f. Go to court to recover rent and other charges due until the end of this Lease, even if this Lease has not ended.
- g. If Landlord wins in court, Landlord can use the court process to take Tenants' personal goods, motor vehicles, and money in the bank. Landlord may also place a Lien on Tenants' real property if necessary.
- h. Tenant will be liable to make full and complete payment for rent and any other expenses through remainder of lease should Tenant be evicted or should Tenant abandon lease before termination

date of lease.

45. **TENANT OWES LANDLORD IF TENANT BREAKS LEASE.** If Tenants break this Lease, Tenants shall owe Landlord for the following items:

- 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 costs, and other expenses that Landlord has to pay,
- c. The cost of repairing and replacing any damage to the Leased Premises caused by the Tenants or the Tenants' guests, and
- d. Any cost that Landlord suffers as result of Tenants breaking the Lease.

46. **SECURITY DEPOSITS.**

- a. If Tenant break this Lease in any way, the security deposit is non-refundable. Smoking inside the premises is a breach of this lease cause for forfeit of entire deposit.
- b. Tenants agree to give Landlord a written forwarding address and return all keys BEFORE moving from the Leased Premises. All tenants must leave keys in an envelope clearly labeled with Tenant's name, property address and forwarding address for the security deposit. Landlord has the right to charge Tenant a minimum of \$ 10.00 per key for any keys not returned to Landlord on or before the lease termination date plus the full expense to change ALL locks at the property. Failure to give Landlord keys immediately upon vacancy / termination of lease will delay the start of the thirty day processing period for determining the final accounting for lease-end expenses. No security deposit will be released until ALL keys to the property are received by the Landlord.
- c. Within 30 days of Tenants moving out of the Leased Premises, Landlord shall inspect the Leased Premises, make appropriate repairs and prepare a final statement of account and bills for any damages, cleaning and trash removal and forward this information via email or regular mail to Tenants. Tenants agree to accept the Landlord's assessment of damages and charges unless agreed in writing by both Landlord and all Tenants. Any deductions for damages and outstanding bills shall be made and the balance of the security deposit shall be returned to the Tenant without interest. The time to return the security deposit may be extended by the Landlord if there is a need for additional time to reconcile the Tenants account due to utility bills, cleaning or property damage issues. Tenant may not use the security deposit to pay rent under any circumstances.
- d. Cleaning of the property at end of the Lease is NOT the Landlord's responsibility. The property MUST be returned to the Landlord in the same condition it was given to Tenant at the time of move-in. Tenant will be charged for all time spent cleaning and/or bringing the property up to rent ready condition and repairing any damages that are not in the opinion of the Landlord normal wear and tear. Any cleaning fees or fees for trash removal shall be deducted from Tenant's Security Deposit.
- e. Landlord will use Tenants' security deposit money in the following order:
  - i. Additional Rent Charges
  - ii. Tenant-owed Utility Bills
  - iii. Legal and Court Costs
  - iv. Other fees not Paid
  - v. Past Due Rent
  - vi. Current Rent
  - vii. Damages to Leased Property

47. **RETURN OF SECURITY DEPOSIT.** The return of Tenants' 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 is paid in full
- d. All keys and other items that Landlord provided are returned
- e. No damage to the Leased Premises has occurred beyond normal wear and tear
- f. All personal property belonging to the Tenants has been removed
- g. The entire Leased property has been cleaned, including all appliances
- h. No unpaid late charges or rent remains due
- i. All utility bills are paid in full and accounts are closed and written proof given to Landlord
- j. Light fixtures have been cleaned and bulbs replaced where needed
- k. Batteries have been replaced as needed in smoke detectors
- l. Air conditioning filters have been replaced
- m. All carpets have been cleaned and written proof is given to Landlord. If carpets are returned soiled, stained, burnt or damaged in any way, Landlord may automatically deduct a professional carpet cleaning expense of \$ 250.00 or may deduct the cost of replacing the carpet (whichever is deemed necessary).
- n. There is no evidence of smoking inside the Leased Premises.

48. **REPORTING OF PAST RENT OWED.** Each Tenant is aware that Landlord may report any past rent, damages, utilities, or other Costs owed by Tenant to a credit-reporting agency. Each Tenant understands this Reporting could affect Tenant's ability to obtain credit or credit for future housing.

49. **APPLIANCES & FURNITURE.** Tenants will be loaned, not leased, the appliances and furniture that are set forth on **Exhibit A**, which is attached to this Lease. Landlord may at any time for any reason remove or replace said furniture or appliances should it become necessary in the opinion of the Landlord. The condition of all appliances will be noted and agreed upon by Tenants and Landlord on the Effective Date. All appliances and furniture shall be returned to the Landlord at the conclusion of this Lease in the same condition they are loaned except for any normal wear and tear. If the appliances and furniture are not returned in the same condition and if they are damaged in any way, Landlord has the right to subtract the cost for repair or replacement of these items from the Tenants' Security Deposit and/or charge Tenant additionally if necessary.

50. **BILLING FOR UTILITIES AND RENT CREDITS.**

- a. If any utility accounts remain in Landlord's name, Tenants will be billed on a monthly basis for usage and service charges plus a \$ 10.00 administrative fee. This amount must be immediately paid to the Landlord. Landlord has the right to charge a late fee if any utility or repair bills remain outstanding by Tenants.
- b. If Tenant has paid late on any month's rent, owes additional fees, or does not renew the Lease for another year, Landlord is not responsible to provide Tenant with any outstanding rent credits or concessions.

51. **MILITARY RELEASE FROM LEASE.** Landlord agrees to let a Tenant end this Lease with sixty (60) days written notice if such Tenant receives orders to a new duty station located out of the area. This also applies if the government assigns such Tenant to government housing. In such event the Tenant agrees to give Landlord a copy of the official orders. Landlord will not charge such Tenant any penalties for breaking this Lease. In such event the Landlord and the other Tenants will work together to find a replacement Tenant for such departing Tenant.

52. **TENANTS FAIL TO MOVE IN AFTER GIVING DEPOSIT.** If Leased property is ready for move-in and Tenants cancel moving in, Landlord may keep all money paid by Tenants in advance. Tenants shall be responsible for payment of reasonable advertising costs to re-rent the Leased Premises. Tenants shall pay rent for the period that the Leased Premises remains empty. In such event, all deposits paid on or before the signing of the Lease shall be non-refundable. If Tenants fails to make all deposit payments as agreed,

Landlord has the right to cancel this contract and rent the Leased Premises to other Tenants.

**53. ANTENNAS AND SATELLITE DISHES.** Tenants agree not to install, or attach to the building any antenna or satellite dish without the written permission of the Landlord. If Tenants install an antenna or satellite dish without written permission from the Landlord, Landlord may end this Lease by giving 30 days written notice.

**54. PGW and PECO.** Tenants acknowledge responsibility for payment of all bills from Philadelphia Gas Works (PGW) for gas and Electric (PECO) used at the Leased Premises.

- a. Upon written request from Landlord, Tenants shall provide proof of payment every month of all outstanding balances due to PGW and PECO.
- b. Failure of Tenants to pay all bills or failure to present proof of payment upon Landlord's written request, shall be cause for Lease termination and eviction.
- c. Upon Landlord's written request, Tenants shall provide to Landlord information regarding all occupants of the premises and such other information as required from time to time by PGW and PECO.
- d. Tenants shall provide immediate access to the Leased Premises to PGW and PECO personnel for purpose of utility shut-off if PGW or PECO advises of an emergency situation or if gas or electric is scheduled to be shut off for non-payment. Such circumstance shall be considered an emergency warranting removal of the locks by Landlord (if necessary) and such forcible entry as may be required to provide PGW and PECO with access to the gas or electric meters.
- e. Tenants shall be responsible for all costs of repair to the Leased Premises if forcible entry is required to provide access by Landlord or a PGW employee. Tenants are advised that such damages can be avoided by providing access to the Landlord and or PGW and PECO upon demand.
- f. Failure by Tenants to pay the PGW and/or PECO bills when due shall allow Landlord, at Landlord's sole discretion, to deduct the amount of any unpaid gas bill from the Tenants' security deposit and make payment to PGW and PECO to prevent the gas and/or electric service from being shutoff. Landlord shall not be obligated to prevent a gas shutoff by PGW through the use of the Tenants' security deposit or by any other means. It is the Tenants' responsibility at all times to pay for the gas and electric usage at the Leased Premises. Tenants shall repay Landlord the amount of the security deposit deducted and used toward a Tenant gas bill within 5 days of written notice of such deduction and Tenants' obligation for payment. Non-payment shall be further grounds for Lease termination and eviction as a breach of this Lease.

*Landlord assumes no liability for acts or omissions of PGW or its agents and Tenants hereby fully and completely release Landlord for the acts or omissions of PGW or its agents.*

**55. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT.**

- a. Kerosene and propane heaters, and gasoline generators are prohibited on or in the Leased Premises.
- b. Tenants are not permitted to use the basement for storage. Damage to personal property may occur as a result of leaking water pipes, hot water heater leaks or sewage back ups. Owner is not responsible for Tenants' damaged property due to a damp or flooded basement.
- c. Tenants confirm that the information provided on the Lease application is true and correct. In addition Tenants agree to provide notice of any change of employment as an ongoing duty pursuant to this Lease. Such notice shall be provided in writing within 20 days of any change of employment. Failure to notify Landlord of any Tenant's change of employment, shall constitute a violation of this Lease and shall make Tenants subject to eviction and allow Landlord to pursue all remedies provided for in this Lease or provided by general law.
- d. Upon written request, each Tenant must provide proof of employment such as a pay stub.
- e. If Tenants choose to have their own appliances installed at the Leased Premises, Tenants agree to

- have clothes dryer professionally installed and properly vented. If a self-install dryer is used without written permission and inspection from the Landlord, Tenants will be in violation of this Lease.
- f. Tenants agree not to light candles or any other fire hazards in the Leased Premises.
  - g. ***Tenants agree not to smoke in the Leased Premises. If Tenant or Tenant's guests are found to be smoking inside the Leased Premises, they agree to completely forfeit their Security Deposit.*** Tenant may also be responsible for additional charges should the property have to be re-painted or if any other work has to be done to correct any defect in the property caused by smoking. This is for the health and safety of other Tenants who do not smoke as well as for the protection of the property. Smoking is also not allowed on the outside of the Leased Premises if it interferes in the rights of other tenants or neighbors.
  - h. Tenants agree not to obstruct the driveway, sidewalks, courts, alleys, entryways, stairs and/or halls, which shall be used for emergency and/or ingress and egress to the Leased Premises.
  - i. Tenants agree not to obstruct or cover the windows or doors of the Leased Premises.
  - j. Tenants agree to keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.
  - k. Tenants agree not to leave windows or doors in an open position during inclement weather
  - l. Tenants agree not to hang laundry, clothing, sheets, etc. from any window, rail, porch or balcony, nor to air-dry any of the same within any yard area or space.
  - m. Tenants agree not to permit any locks or hooks to be placed upon any door or window.
  - n. Tenants agree to keep all air conditioning filters clean and free from dirt and to replace filters monthly.
  - o. Tenants agree to vacuum carpets at least once per week.
  - p. Tenants agree to keep lint trap in dryer clean. If it is not kept clean, Landlord reserves the right to remove dryer hookup to avoid it becoming a fire hazard.
  - q. Tenants agree to keep all radios, television sets, stereos, etc turned down to a volume level that does not annoy or interfere with the right of other Tenants and/or neighbors.
  - r. Tenants agree to deposit all trash, garbage, rubbish or refuse in the designated locations and garbage containers provided and shall not allow any of the same to be deposited or stand on the exterior of the Leased Premises except on the evening prior to trash pick up (according to City Regulations). Tenants agree to follow all recycling laws of the municipality where property is located.
  - s. Tenants agree to keep yard and all outside drains free of leaves and debris. Tenants are responsible for sweeping patio and sidewalk in front of the Leased Premises.
  - t. Tenants agree not to keep or store any items of a dangerous, flammable or explosive character in the Leased Premises that might unreasonably increase the danger of fire or explosion on the Leased Premises or that might be considered hazardous or extra hazardous by any reasonable insurance company.
  - u. Tenants agree not to keep or use firearms or other weapons on the property.
  - v. Tenants agree not to keep any illegal substances of any kind whatsoever in or on the Leased Premises.
  - w. Tenants shall not allow any other person, other than transient relatives and friends who are guests of one of the Tenants, to use or occupy the Leased Premises.
  - x. If Tenants fail to maintain the Leased Premises properly or do not perform their obligations set forth in this lease, Landlord has the right to hire a contractor to perform these duties and bill the Tenants accordingly for any services provided.
  - y. Tenants agree to permit Landlord to place a For Sale, For Rent, or other informational sign on or near the Leased Premises.

**56. QUIETLY HOLD AND ENJOY PREMISES.** Tenants, upon payment of all of the sums referred to herein as being payable by Tenant, upon Tenants' performance of all of Tenants' agreements and upon Tenants' observance of all of the rules and regulations contained herein, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Term hereof.



57. **IF LANDLORD CANNOT DELIVER PROPERTY POSSESSION.** If Landlord cannot deliver possession of the Leased Premises to the Tenants upon the Effective Date, through no fault of the Landlord or its agents, then Landlord or its agents shall not have any liability, however, the rent shall abate until possession is given to Tenants. Landlord or its agents shall have Thirty (30) days in which to give Tenants possession of the Leased Premises, and if possession is tendered within such time, Tenants agree to accept the Leased Premises and pay the rent from that date. In the event that possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Lease and all rights hereunder shall terminate. In such event, Landlord shall refund any advance payments of rent and any security deposits provided by Tenants. Tenant shall have no other recourse except to collect the rent and/or deposits that have already been paid should Landlord not be able to deliver property.

58. **ATTORNEY.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants of this Lease, including the collection of rentals or gaining possession of the premises, Tenants agree to pay all expenses so incurred, including a reasonable attorney's fee.

59. **PUBLIC RECORDS.** Tenants shall not record this Lease on the public records of any public office. In the event that Tenants shall record this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

60. **MATTERS OF CITY AND STATE GOVERNMENTS.** All matters pertaining to this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Pennsylvania. The Landlord and Tenants hereby waive trial by jury at the personal jurisdiction and venue of a court of subject matter jurisdiction located in Philadelphia County, State of Pennsylvania. In the event that litigation results from or arises out of this Lease or the performance thereof, the Landlord and Tenants agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise calculable as of said time.

- a. Tenants hereby waive any and all right to assert affirmative defenses or counterclaims in any eviction action instituted by Landlord with the exception of (i) an affirmative defense based upon Tenants' payment of all amounts claimed by Landlord not to have been paid by Tenants. Any other matters may only be advanced by a separate suit instituted by Tenant.
- b. In the event that, pursuant to this Lease or by operation of law, Tenants are responsible to perform certain functions and fail to do so, Landlord may perform such functions and invoice Tenants for the Landlord's costs for such functions, and payment of such invoice shall be due and payable with the next monthly rental payment.

61. **COVENANTS ARE BINDING.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the successors, heirs, legal representatives, and assigns of the parties hereto.

62. **ALTERATIONS.** Tenants must obtain Landlord's prior written consent before making any and all alterations to the Leased Premises. Any and all of these alterations, changes, and or improvements built, constructed or placed on the Leased Premises with or without written agreement between Tenant and Landlord, shall become a part of the Leased Premises and shall remain on the Leased Premises at the termination of this Lease.

63. **ENTIRE AGREEMENT.** The Landlord and Tenants hereby agree that this Lease contains the entire agreement between them and that this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. Unless specifically disallowed by law, should

litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was performed.

TENANTS ACKNOWLEDGE AND AGREE THAT LANDLORD GAVE TENANTS TIME TO REVIEW THIS LEASE. IF A TENANT DOES NOT UNDERSTAND THE LEASE TERMS, SUCH TENANT SHOULD SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING THIS LEASE. BY SIGNING THIS LEASE EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. THIS LEASE, INCLUDING **EXHIBIT A**, ATTACHED HERETO, IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANTS. NO OTHER ORAL OR WRITTEN AGREEMENT BETWEEN LANDLORD AND TENANTS ARE A PART OF THIS LEASE.

**64. COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of, which together shall be deemed to be one and the same instrument.

*(Signatures are on the next page.)*



## **EXHIBIT A**

The following appliances and/or furniture are on loan to Tenant for the period of Tenants' Lease on the following basis: Tenant agrees, by the signing of this Exhibit, that all appliances and/or furniture herein listed are accepted by Tenant, individually, as being in good working order or condition. Tenants agree to maintain said appliances and/or furniture in good working order at his or her expense. If any items shall become damaged by Tenant with the exception of normal wear and tear, Landlord can bill Tenant for replacement of the said item. Landlord reserves the right to remove and or exchange any and all of the items at any time for any reason whatsoever. Quantities and conditions to be documented upon occupancy.

### **APPLIANCES AND/OR FURNITURE**

<b><u>ITEM</u></b>	<b><u>CONDITION</u></b>
Washer/Dryer	_____
Range	_____
Refrigerator	_____
Microwave	_____
Sofa	_____
Loveseat	_____
Chairs	_____
Ottoman	_____
Tables	_____
Barstools	_____
Bookcases	_____
Beds	_____
Desks	_____
Chairs	_____
Misc	_____

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Landlord**

**EXHIBIT B**

Tenant agrees to provide the following automobile information for any vehicle associated with the Leased Premises, Make, Model, Color, License Plate Number/State:

**VEHICLE INFORMATION**

**Vehicle # 1** Make, Model, Color, License Plate #: \_\_\_\_\_

**Vehicle # 2** Make, Model, Color, License Plate #: \_\_\_\_\_

**Vehicle # 3** Make, Model, Color, License Plate #: \_\_\_\_\_

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Landlord**