

RESIDENTIAL LEASE AGREEMENT – PART I

THIS LEASE AGREEMENT (called the “Lease”, which includes Parts I and II) is between the owner of the leased premises (called “Owner”) and the Tenant (called “Tenant”), both of whom are named in Part II of the Lease.

1. Use Of Premises

The Premises must be used only as a private residence, solely for the Tenant and household members listed on Part II of this Lease. Other persons may not be added to the household without prior written approval of the Owner. Members of the household may engage in legal profit making activities incidental to primary use of the dwelling for residence by members of the family.

2. Term Of Lease

The initial term of the Lease shall begin and end on the dates indicated on Part II of the Lease. After the initial term this Lease shall renew automatically in accordance with the terms indicated on Part II of the Lease until: a termination of the Lease by the Owner in accordance with Section 11 of this Lease; or a termination of the Lease by the Tenant in accordance with Section 12 of this Lease; or by mutual agreement during the term of the Lease.

3. Rent

- a. The amount of the total monthly rent payable to the Owner during the term of the Lease is as indicated on Part II of this Lease. Rent to the Owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the Owner in accordance with the Lease. The Owner may not raise the rent during the term of the Lease. The Owner may request may only increase the Rent at the start of a new lease term. The Owner must provide the Tenant with a 60 day advance written notice of the new rent.
- b. The rent for a partial month of occupancy shall be prorated to the actual number of days the unit is to be occupied. The prorated rent shall be payable by the Tenant on the signing of the Lease. Any such prorated rent is described in Part II of this Lease.
- c. Tenant’s monthly rent shall be due and payable in advance to the Owner on the 1st day of each month, beginning with the 1st day of the month following the effective date of this Lease. If the Tenant fails to pay the Tenant Rent by the end of the 5th day of the month, the Owner may collect the late fee described in Part II of this Lease.
- d. The Owner reserves the right to refuse personal checks as payment by the Tenant for any funds due under the Lease. The Owner may collect a fee equal to bank charges incurred when a check is not honored for payment.

4. Security Deposit

- a. The Tenant has deposited the amount specified on Part II of this Lease with the Owner as a security deposit. The Owner will comply with State and Local law regarding security deposits from a Tenant.
- b. When the Tenant moves out of the premises the Owner, subject to State and local Law, may use the security deposit (including any interest on the deposit) as reimbursement for any unpaid rent payable by the Tenant, any damages to the unit or other amounts that the Tenant owes under the Lease. The Owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse to the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant.
- c. If the security deposit is not sufficient to cover the amount the Tenant owes under the Lease, the Owner may collect the balance from the Tenant.

5. Other Fees and Charges

- a. Rent does not include cost of any meals or supportive services or furniture that may be provided by the Owner.
- b. The Owner may not charge the tenant extra amounts for items customarily included in rent to the Owner in the locality, or provided at no additional cost to any other tenants in the premises.

6. Utilities and Appliances

- a. Utilities shall be paid by either by the Owner or by the Tenant as indicated on Part II of this lease. The Owner must provide the facilities for all utilities needed to comply with any applicable building codes. The Owner shall pay for the utilities marked "O" on Part II for the dwelling unit without any additional charge to the Tenant. The cost of these utilities and services are included in the Rent. The utilities and services listed on Part II marked "T" are not included in the Rent, and are paid by the Tenant.
- b. Either the Owner or Tenant as indicated on the Part II of this Lease shall provide the range or microwave oven and the refrigerator for the dwelling unit. If unspecified, such appliances will be provided by Owner.

7. Maintenance and Services

The Owner must maintain the dwelling and premises in accordance with applicable building codes. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the Owner.

- a. The Owner agrees to and shall maintain and be responsible for all repairs to any appliances provided by the Owner, HVAC, plumbing and electrical systems located on the leased premises. Where applicable (as in case of multi-unit buildings), such maintenance shall include common areas, facilities and equipment and the maintenance of grounds, lawns, and shrubs (including snow removal).

However, any damage inflicted to any appliance, HVAC, plumbing or electrical system, or common area, by the willful or negligent act of the Tenant or his guests shall be the responsibility of the Tenant. Tenant shall immediately notify the Owner or such damage and reimburse the Owner for necessary repairs within 30 days following completion thereof.

- b. The Tenant agrees to and shall maintain the remaining parts of the leased premises, including the walls, floors and carpeting, and such other fixtures as may be therein in a clean and sanitary manner. Tenant shall not be responsible for normal wear and tear on the premises. If damage of the dwelling unit, other than normal wear and tear, is caused by the acts of or neglect by Tenant or others occupying the premises with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damage at Tenant's own expense. If the Owner has to make repairs, Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner,
- c. The Owner shall provide extermination services and repainting as conditions may require.
- d. The Tenant shall maintain utility service to the dwelling unit for Tenant-purchased utilities.
- e. The Owner shall respond in a reasonable time to a call by the Tenant for services consistent with the Owner's obligations.
- f. The Owner shall be free to inspect the premises covered by the Lease periodically to assure that the Tenant is maintaining the premises in a clean and sanitary manner.

8. Tenant's Obligations

The Tenant shall be obligated:

- a. Not to assign the Lease, nor sublease the dwelling unit or transfer possession

- b.** Not to give accommodation to boarders or lodgers. This provision does not exclude reasonable accommodation to Tenant's guests or visitors with prior consent of the Owner.
- c.** To abide by necessary and reasonable regulations promulgated by the Owner for the benefit and well-being of the property and Tenants. The Owner shall provide Tenant a thirty (30) day written notice of any such proposed regulations. Any such regulations are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- d.** To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- e.** To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition.
- f.** To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in any common areas.
- g.** To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances.
- h.** To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or building.
- i.** To act, and cause household members or guests to act in a manner that will not disturb other resident's peaceful enjoyment of their accommodations;
- j.** To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - (1)** Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or the Owner, or;
 - (2)** Any drug-related criminal activity on or near such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of the Lease. (For the purposes of this Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use, a controlled substance as defined in Section 102 of the Controlled Substances Act.)
- k.** Not to make any alterations or repairs inside or outside the premises, or to any equipment or to any common area without the prior written consent of the Owner. This includes, but is not limited to: the erection of any antenna, aerial, or satellite dish; the installation or hanging of any telephone, electrical or television cable; the installation of any shade or awning; the installation or modification of any lock; the use of any tack, nail, cement or other fasteners for the laying of any carpet, rugs or linoleum; the installation of any wallpaper, contact paper or any such wall covering; or any interior or exterior painting.
- l.** To provide the Owner written notice if the Tenant leaves the Premises unoccupied for a period of over thirty (30) days. If the Tenant fails to provide such notice, the Owner will consider the premises to be vacated. Such notice to the Owner shall not render the Owner responsible for any Tenant's personal property of any nature left in or on the premises during Tenant's absence.
- m.** Not to display or use or allow members of the Tenant's household or guests to display or use any firearms, BB guns, pellet guns, sling shots, or other offensive weapons or paraphernalia as defined by the laws of the Commonwealth of Pennsylvania in a manner which endangers life or property.

To keep firearms stored on the premises in a locked gun cabinet, or locked storage cabinet. Key type trigger locks will also be considered as an acceptable means of securing weapons. All firearms must be unloaded when on the premises.

- n. Not to keep or use any flammable liquid (including but not limited to gasoline and kerosene) in the premises or storage areas, or to use any kerosene heater or similar heater or to use any cooking appliance for space heating.
- o. To avoid obstructing sidewalks, areaways, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling.
- p. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Owner.
- q. To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature in the dwelling, unless a verified physical handicapped warrants the use of a pet.
- r. To remove from the Owner's property any vehicles without valid registration and inspection stickers. Tenant further agrees that only emergency repairs to vehicles may be performed on Owners's property or parking area (repairs which will be completed within 24 hours and which will cause no danger, stain or damage to any part of the property). No vehicle which has been placed on any jack or stand may be left unattended.
- s. At the termination or expiration of said tenancy to quietly yield up the said leased premises and grounds in as good and tenantable condition in all respects (normal wear and tear excepted) as the same now are. Tenant further agrees to remove any personal property left on the Owner's property when Tenant leaves, abandons or surrenders the dwelling unit. Costs for disposal of property left in or about the premises shall be assessed against the Tenant. The Owner assumes no responsibility or liability for any personal property remaining in or about the premises. The Owner will treat such property as abandoned and will dispose of same seven (7) days after termination of occupancy without further notice to Tenant.
- t. To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE OWNER PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, or common areas and grounds of the Premises. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- u. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- v. Not to allow Tenant's children or visiting children to play in any public hallway, stairway, elevator or community area not specifically provided for children.
- w. Not to use waterbeds or any other water filled furniture.
- x. Not to tamper with, disconnect, or remove batteries from any smoke detector located in the dwelling or public space.

Failure of the Tenant to comply with any provisions of the Tenant's Obligations shall be, and by express consent and agreement of the Tenant to be hereby declared, a material violation of this Lease.

9. Owner's Obligations

The Owner agrees and promises that the Tenant upon regular and full completion of the requirements of this Lease, shall peaceably and quietly use, occupy, possess and enjoy the premises for the full term of this Lease without hindrance, eviction, or interruption whatsoever, except as expressly provided by this Lease.

- a. All personal property placed or moved in the premises above described shall be at the risk of the Tenant or the owner thereof. The Owner shall not be liable for any damage to said personal property or to the Tenant arising from circumstances beyond the Owner's control or from any act of negligence of any co-residents or occupants of the building or of any other persons whomsoever. However, nothing herein shall be construed as an attempt to waive liability imposed upon the Owner by the laws of the State of Pennsylvania.
- b. The Owner assumes no liability for damages caused to the Tenant by the negligent or criminal acts of a third party.

10. Entry of the Premises

The Owner, or any of his agents, shall have the right to enter said premises upon appropriate notice during all reasonable hours to: examine the same and to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort or preservation thereof; or to exhibit said premises any time within forty-five (45) days prior to the expiration of this Lease, and such other times as expressly provided by law. The Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However, the Owner shall, except in an emergency such as fire, give the Tenant at least twenty-four (24) hours notice of his intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Owner shall, within two days thereafter, notify the Tenant in writing of the date, time, purpose and results of such entry. Further, the Tenant hereby gives the Owner, or his agents, the right to enter the leased premises without further notice for making any repairs requested by the Tenant.

11. Owner Termination of Tenancy

- a. During the term of the lease (the initial term of the lease or any extension term), the Owner may only terminate the tenancy in accordance with the lease on the following grounds:
- (1) Serious or repeated violation of the terms and conditions of the Lease. Such violations include, but are not limited to: Any activity (including the abuse of alcohol) that threatens the health or safety of, or the right to peaceful enjoyment of the premises or surrounding area by, other residents (including property management staff residing on the premises), and/or persons residing in the immediate vicinity of the premises; Any violent or drug-related criminal activity on or near the premises; Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; Violating a condition of probation or parole under Federal or State Law;
 - (2) Violation of Federal, State, or local law which imposes obligation on a Tenant in connection with the occupancy or use of the contract unit and surrounding premises; or
 - (3) Other good cause, which includes, but is not limited to: Disturbance of neighbors; destruction of property or living or housekeeping habits that cause damage to the premises.

The Owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the Owner determines that the household member has committed the criminal activity regardless of whether the household member has been arrested or convicted for such activity.

- b. After the initial Lease term good cause also includes: The Tenant's failure to accept the owner's offer of a new lease or revision; The Owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or the Owner's desire to rent the unit for a higher rent).
- c. The Owner may only evict the tenant by court action. At or before the beginning of a court action to evict the Tenant, the Owner must give the Tenant a notice (in accordance with State Law) that specifies the grounds for termination of tenancy. The notice may be included in or combined with any Owner eviction notice. Eviction notice means a notice to vacate, or a complaint or other pleading used to begin an eviction action under State or local law.

12. Tenant Termination

The Tenant may terminate the Lease without cause at the expiration of any lease term with no less than a thirty (30) day advanced written notice to the Owner. The provisions of this Paragraph are not intended to limit any right of the Tenant to terminate the Lease where so provided elsewhere in the Lease. The Tenant must notify the Owner before the Tenant moves out of the unit.

13. Defects Hazardous to Life, Health or Safety

In the event that the dwelling is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants:

- a. The Owner shall be responsible for repair of the dwelling within a reasonable period of time after receiving notice from the Tenant, provided, if the damage was caused by the Tenant, household member, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
- b. In the event repairs cannot be made by the Owner as described above, then the rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the damage was caused by the Tenant, Tenant's household members, or guests.

14. Modification of the Lease

From time to time and as may be necessary, the Owner may offer the Tenant a proposed new Lease for execution. The Owner shall give the Tenant written notice of the proposed Lease at least sixty (60) days before the proposed commencement date of the new Lease term. The offer may specify a reasonable time limit for acceptance by the Tenant. In no case may the Owner modify the Lease until expiration of any Lease term.

15. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders and regulations, the Owner must not discriminate against any persons because of race, color, religion, sex, national origin, age, familial status or disability in connection with the Lease.

16. Notices

All notices and demands required by this Lease shall be in writing. Such notices between the Owner and the Tenant shall be delivered either in person or via first class mail to the respective address listed on Part II of this Lease. If such notices and demands by the Tenant are to be delivered to the Owner's Agent, then said Agent, or any successor Agent, is hereby authorized to receive such notices and demands on behalf of the Owner.

17. Complete Agreement

The Tenant and Owner certify that each have received a copy of this Lease and any attached addenda as noted on Part II of this Lease. This Lease and any attached addenda constitute the entire agreement between the Owner and the Tenant and no oral statements or side agreements not covered by this Lease shall be binding.

The provisions of this Lease are intended by the Owner and the Tenant to be joint and severable, and shall bind and inure to the benefit of the Owner and the Tenant, and their respective successors, legal representatives and assigns.

Should any paragraphs, or any portion of any paragraph, or any portion of any sentence of any paragraph in this Lease be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the Owner and the Tenant that the remaining portions of this Lease which are enforceable remain binding and enforceable upon the Owner and the Tenant.

RESIDENTIAL LEASE AGREEMENT – PART II

THIS AGREEMENT, made this _____ day of _____, by and between _____ hereinafter called the "Owner" and _____ hereinafter called the "Tenant".

WITNESSETH:

1. **Dwelling:** That the Owner, in consideration of the rent and subject to the terms and conditions stated herein and in the Dwelling Lease Part I, hereby leases unto said Tenant, the following dwelling, situated in _____, County of Lebanon, and Commonwealth of Pennsylvania, described as follows:

Street Address: _____

City: _____, State: *Pennsylvania* Zip: _____

(hereinafter called "premises") and consisting of _____ bedrooms, to be occupied exclusively as a private residence by Tenant and household.

2. **HOUSEHOLD COMPOSITION:** Tenant's household is composed of the following individuals:

<u>NAME</u>	<u>RELATIONSHIP</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **TERM:** The initial term of this Lease shall be _____, beginning on _____ and ending on _____. The Lease will automatically renew on a _____ basis after the initial term.

4. **MONTHLY RENT:** The amount of the total monthly rent payable to the Owner during the term of the Lease shall be \$ _____.

5. **PARTIAL MONTH'S RENT:** A partial month of occupancy shall be prorated to the actual number of days the dwelling is to be occupied. The prorated Rent shall be payable to the Owner on the signing of the Lease. The total prorated rent shall be \$ _____.
6. **SECURITY DEPOSIT:** The Tenant shall pay to the Owner on the signing of the Lease \$ _____ as a security deposit.
7. **LATE FEE:** If Tenant fails to pay the Tenant Rent by the end of the 5th day of the month, the Owner may collect a late fee of \$ _____.
8. **UTILITIES:** The Owner shall provide the utilities and services listed in the chart below marked "O" for the dwelling without additional charge to the Tenant. The utilities and services listed in the chart below marked "T" are not included in the Contract Rent and are paid by the Tenant.

	UTILITY TYPE	PAID BY
Space Heating	_____	_____
Hot Water Heating	_____	_____
Electricity (general use)	_____	_____
Cooking	_____	_____
Water	_____	_____
Sewer	_____	_____
Trash	_____	_____
Other	_____	_____

9. **APPLIANCES:** The Owner shall provide the appliances listed in the chart below marked "O" for the dwelling without additional charge to the Tenant. The Tenant shall provide the appliances listed in the chart below marked "T". The Owner shall have no responsibility for maintenance or repair of any Tenant supplied appliances.

APPLIANCE	PROVIDED BY
Range	_____
Microwave Oven	_____
Refrigerator	_____
Other	_____
Other	_____

10. Lead-Based Paint Disclosure

The Tenant is hereby advised that the dwelling unit which is the subject of this Lease agreement WAS NOT built prior to 1978. Any dwelling built prior to 1978 may present exposure to lead from lead-based paint which may place children 6 and under at risk of developing lead poisoning. Children are at highest risk should they ingest flakes of lead-based paint. Tenant hereby acknowledges the receipt of a lead paint hazards pamphlet and understands the inherent dangers presented by lead-based paint as indicated by his/her initiating below.

TENANTS INITIALS: _____

11. ATTACHMENTS: The attachments described below have been included with this Lease. All attachments become part of and are incorporated into this Lease agreement between the Owner and Tenant.

Attachments included with this Lease (if none so state): _____

12. EXECUTION: By signatures below both Owner and Tenant agree to all terms and conditions of Parts One and Two of this Lease and all additional documents made part of this Lease by reference.

TENANT:

Tenant's Signature _____ Date Signed _____

Print Tenant's Name: _____

Co-Tenant's Signature _____ Date Signed _____

Print Co-Tenant's Name: _____

OWNER:

Owner's Signature _____ Date Signed _____

Print Owner's Name*: _____

Owner's Address: _____

* If this Lease is signed on behalf of the Owner by Owner's Agent, provide the following:

Name Of Firm: _____

Address: _____

Telephone: _____

Name of Representative: _____

Title: _____