

PENNSYLVANIA PLAIN LANGUAGE LEASE

Notice to Tenant: If you do not meet your Lease obligations, you may lose your security deposit(s). You may also be evicted and sued for monetary damages. Please read the lease slowly and carefully and ask about anything you do not understand.

The Landlord and Tenant agree to lease the house/apartment on the following terms:

LANDLORD:

TENANT(S):

If more than one tenant signs this lease, each tenant is responsible individually and together for the full rent payment and all other utilities and fees. For example, if one tenant moves out, Landlord can make the remaining Tenants responsible to pay the full rent and utilities. It also means Landlord can sue either Tenant for breaking the Lease.

ADDRESS FOR NOTICES AND RENT PAYMENTS:

1) ADDRESS OF THE LEASED UNIT:

2) TERM: The initial term ("Initial Term") of this Lease is ___ months starting ___ through ___. If neither party elects to terminate this Lease at the end of the Initial Term this lease will automatically renew on a month-to-month basis.

3) MONTHLY RENT: The Tenant agrees to pay \$_____ for the period of ___ through ___ and \$_____ per month for each remaining month of the Initial Term. All rent is to be paid in advance of the first (*1st*) day of each month for the Initial Term of this Lease. If the Monthly Rent has not been received by 5:00 PM. on the fifth (*5th*) day of each month, then a 5-day Notice-to-Quit (NTQ) may be posted to pay all outstanding rent or vacate the Leased Unit. **Unless otherwise notified in writing, the Monthly Rent shall increase by ten percent (10%) upon completion of the Initial Term.**

Initial _____ Initial _____

4) PET RENT: The Tenant agrees to pay \$_____ per month for each month of the Initial Term as Pet Rent.

5) MOVE-IN COSTS:

<u>AMOUNT</u>	<u>CHARGE</u>	<u>DESCRIPTION</u>
First Month Rent	\$ _____	
Last Month Rent	\$ _____	
Pet Rent	\$ _____	
Security Deposit	\$ _____	
Key Deposit	\$ _____	
Additional Deposit	\$ _____	
Total Due	\$ _____	

5) ADDITIONAL RENT: Additional Rent is charged for late payments, any payment returned for insufficient funds and other charges as outlined below.

- **LATE FEE:** If any or all of the Monthly Rent or Pet Rent is not received by the fifth (5th) day of a month, the Monthly Rent shall increase by \$_____ for that particular month.
- **RETURNED CHECK FEE:** There is a \$_____ returned check charge for any payment returned for insufficient funds. In the event that two of Tenant's checks are dishonored during any twelve (12) month period, the Tenant shall be required to make all future payments via money order or cashier's check.
- **NOTICE TO QUIT:** If the landlord sends a 5 day Notice-to-Quit an additional \$_____ will be charged to Tenants(s)

6) ORDER IN WHICH RENT PAYMENTS ARE APPLIED: Landlord applies all monies received in the following order:

- 1) Late Rent and any Late Rent Fees, Returned Check Fees and Notice to Quit Fees
- 2) Legal and/or court fees
- 3) Tenant owed utility bills
- 4) Any other fees owed but not paid
- 5) Past rent then Current rent

7) SECURITY DEPOSIT: Tenant has delivered to Landlord a security deposit of \$_____ as security that Tenant will perform their obligations under this Lease. Landlord may use any portion of the security deposit to pay for loss or damages due to Tenant's breach of this Lease or for any damages to the Leased Unit. Any loss or damage not covered by the security deposit shall be payable by Tenant as additional rent. Tenant may not apply the security deposit towards the rent for the Leased Unit. Landlord may retain the security deposit if Tenant fails to make full rental payments as required by this Lease, or if Tenant vacates prior to the end of the Lease Term. Landlord shall deposit the security deposit at Citizen Bank. To be eligible for return of the security deposit after vacating the Leased Unit, Tenant must comply with all elements of the **Security Deposit Refund Addendum**.

8) UTILITIES: All utilities shall be at Tenant's expense. Tenant agrees that these utilities shall be placed in the name of Tenant on or before the move in date and all utilities shall be promptly paid when due.

9) PEST CONTROL: During the first 30 days of tenancy, the Landlord is responsible for pest control if reported by Tenant. Tenant is solely responsible for any pest removal needed following the first 30 days of tenancy.

10) USE AND OCCUPANCY OF PREMISES:

- a) Tenant will personally use and continuously occupy the Leased Unit as a private dwelling for Tenant and Tenant's immediate family or co-tenants consisting of the following person(s):

Additional Tenant: _____
Additional Tenant: _____
Additional Tenant: _____

- b) It is a breach of this Lease to have any person(s) residing in the Leased Unit who is not listed in this Paragraph. The tenant who signs this Lease agrees and warrants that he or she has authority to sign for all other tenants.
- c) Tenant will not remove or attempt to remove Tenant's personal property from the Leased Unit without first paying to Landlord all rent due for the balance of the term of this Lease.
- d) Tenant will notify Landlord if Tenant intends to be away from the Unit for more than ten (10) days.
- e) Tenant will comply with all relevant statutes, laws, ordinances and regulations. Tenant will not keep anything in the Leased Unit or conduct any activity, which is dangerous or might increase the danger to the Leased Unit or to other occupants in the building.
- f) Tenant will not act in any way which unreasonably disturbs the peace and quiet of other tenants.

11) POSSESSION: Landlord will make a good faith effort to make the Leased Unit available to Tenant on the day this Lease is scheduled to begin. If any delay does occur, no rent will be due until the Leased Unit is made available to Tenant. This Lease will be terminated at Tenant's written request and acceptance by Landlord if the Leased Unit is not available within ten (10) days after the date this Lease is scheduled to begin. Termination of the Lease by Tenant is Tenant's only remedy. Landlord will not be responsible for any inconvenience, loss or damage in the event of any delay in making the Leased Unit available to Tenant. All Tenants' deposits held by Landlord will be refunded.

12) SUB-LETTING: Tenant may not sublease, transfer or assign this Lease or sublease the Leased Unit. Tenant may not permit the Leased Unit to be occupied by any person other than those in Paragraph 10(a).

13) ALTERATIONS: Tenant may not under any conditions change locks without first obtaining Landlord's written permission. Tenant may not paint, remodel or make any structural changes to the interior or exterior of the Leased Unit, or attach or remove any carpeting or fixtures without first obtaining Landlord's written permission. When this Lease terminates, the Lease Unit must be returned to the original condition.

14) CONDITION OF LEASED UNIT; REPAIR OF DAMAGE: Tenant has examined the Leased Unit, and is satisfied with its present physical condition. Tenant agrees to maintain the Leased Unit during the term of this Lease, and to return possession of the Leased Unit at the end of the term of this Lease, in the same condition as it is on the date of this Lease, except for ordinary wear and tear. If the Leased Unit is damaged or repairs are required Tenant will promptly notify Landlord in writing. Landlord agrees to perform the repairs with reasonable promptness after written notice from Tenant, and to pay for repairs required due to ordinary wear and tear. Tenant agrees to pay as Additional Rent the cost of the repair of damage caused by Tenant or other permitted occupants or visitors of Tenant. No repairs to the Leased Unit may be made by anyone except Landlord's employees, agents or contractors. Landlord is not responsible for any inconvenience or loss due to necessary repairs to the Leased Unit, interruption of any utility services, or for any other reason beyond Landlord's control.

Initial _____

Initial _____

15) DISASTERS: Landlord is not responsible for any personal property damages due to the loss/failure of electricity, gas, heat, water, refrigeration, telephone, sewer or any other public or privately supplied utility or service because of conditions beyond the control of the Landlord. This includes both Acts of God and man-made failures and shortcomings. Tenant also agrees to permit Landlord to temporarily turn off utilities for required maintenance.

16) CASUALTY: There will be no abatement of Rent in the event of fire or other casualty. However, if in Landlord's judgment the Leased Unit becomes uninhabitable due to damage by fire or other casualty not caused by Tenant or other permitted occupants of the Leased Unit or their visitors, this Lease will terminate when Tenant pays all rent due to the date that Tenant vacates the Leased Unit. Landlord is not responsible for any loss, damage or inconvenience sustained by Tenant due to fire or other casualty.

17) TENANT'S PERSONAL PROPERTY AND INSURANCE: Landlord will not be responsible for any damage to Tenant's personal property. For that reason, Tenant must obtain insurance to protect his or her personal property. It will be considered a breach of this Lease to fail to obtain personal property insurance. Any personal property left in the Leased Unit after Tenant has vacated or has been evicted shall be considered abandoned, and Landlord may dispose of it in any manner without notice to Tenant. Landlord's cost of disposal shall be payable by Tenant as Additional Rent.

Initial _____

Initial _____

18) ACCESS: Landlord, Owner or anyone authorized by Landlord may enter the Leased Unit after first notifying Tenant 24-hours prior to entering. In the event of any emergency, Landlord may enter the Leased Unit without giving Tenant advance 24-hour notice. Landlord may enter Lease Unit at any time to inspect with 24-hour notice to repair and maintain Leased Unit, or to show the Leased Unit to any prospective buyer, financing agent or insurance agent, and in case either party has given notice of termination of the Leased Unit, to show the unit to any prospective tenant.

19) YARD MAINTENANCE AND SNOW REMOVAL: Tenant shall be responsible for all yard maintenance and snow removal at the Leased Unit. If the Landlord receives fines or violations from Code Enforcement or other authorities related to failure to perform lawn maintenance or remove snow, Tenant will be responsible for all fines and penalties.

20) PETS: _____ pets are permitted. Tenant must notify landlord of any pets inhabiting the property. This notification must be made in writing and is subject to the Landlords approval and may require an additional security deposit. See Pet Addendum.

21) STORAGE AND PARKING: Unless otherwise provided in this Lease, the designated storage and parking areas, if applicable, may be used by Tenant at no cost, but only as Landlord may from time to time direct for the common convenience of all tenants. Landlord shall not be liable for any damage to stored goods or parked vehicles resulting from the acts of person other than Landlord. Landlord shall be entitled to discontinue providing storage and parking areas at any time, in which event Tenant shall immediately remove all goods and vehicles as Landlord may direct. Tenant's failure to remove such goods and vehicles shall constitute Tenant's appointment of Landlord as Tenant's agent to a public warehouse at Tenant's own risk and cost, and Landlord shall not be liable for any resulting loss, damage or injury to persons or property. The parking areas may be used only to park operable automobiles and such other types of non-commercial vehicles as Landlord may approve. All other vehicles will be towed at the owner's expense.

22) LEASE TERMINATION OR RENEWAL:

- a) Either Landlord or Tenant may terminate this Lease at the end of the Initial Term or any renewal term by written notice, which must be received at least thirty (30) days prior to the end of the Term.
- b) If neither party elects to terminate at the end of the Initial Term this lease will automatically renew on a month-to-month basis.
- c) Landlord may increase the rent or change the Term of the Lease for any renewal period by sending written notice to Tenant at least thirty (30) days before the end of the Initial Term or of any renewal term. Tenant may reject the renewal terms by sending written notice to Landlord within thirty (30) days of the date of Landlord's renewal notice and shall vacate at the end of the current Initial Term.

If Tenant does not send notice terminating the Lease, it shall renew on the terms set forth in Section 2 of this Lease Agreement.

- d) If Landlord does not agree in writing to Tenant's request to terminate this Lease before the end of the Initial Term or of any renewal Term, Tenant will be responsible for all costs and losses incurred by Landlord due to such early termination, including but not limited to, any loss of rent for the balance of the Lease Term, any costs for preparing the Leased Unit for re-renting and any commissions to re-rent the property.

23) LANDLORD'S REMEDIES: If at any time Tenant fails to make any rent payment within five (5) days after it is due or fails to comply with any other provision of this Lease, Landlord may take any or all of the following actions. Landlord may exercise any or all of these remedies which shall not prevent Landlord from exercising that remedy or any other remedies at the same time or at any other time:

- Landlord may declare all rents for the balance of the Initial Term or any renewal term of this Lease to be immediately due and payable by Tenant and Landlord may sue to collect this rent.
- Landlord may terminate this Lease.
- Landlord may evict Tenant.
- Landlord may sue Tenant to collect any sums owed by Tenant under this Lease including but not limited to reasonable legal fees, an Eviction Processing Fee of \$200 and court costs to enforce lease terms. Tenant agrees to pay all reasonable legal fees and court costs.
- To the extent allowed by law, Landlord may discontinue any utility services to the Leased Unit.
- Landlord may exercise any one or more of the other remedies available to it under law or in equity.
- Landlord's costs of enforcing this Lease and collecting any amounts due including reasonable legal fees, an Eviction Processing Fee of \$_____ and court costs to enforce lease terms.

(6) NOTICE TO LEAVE THE LEASED UNIT (NOTICE TO QUIT): If Tenant breaks this Lease, Tenant agrees to give up his/her right of a "Notice to Quit". This means Tenant allows Landlord to go to Court without giving the required notice.

Initial _____

Initial _____

25) VACATING LEASED UNIT: At the time that Tenant vacates the Leased Unit, Tenant must notify Landlord and must return all keys.

26) LOCKS and KEYS: Landlord will provide keys to the front and back entrance doors and if applicable any mailboxes of the property. Under no circumstances should Tenants change the locks. If locked out of the Property, Tenant will pay Landlord a \$_____ fee to unlock door. If the keys are lost and locks must be changed, Tenant will pay Landlord a \$_____ fee to change the locks.

27) NO WAIVER BY LANDLORD: If at any time Landlord does not exercise any of its rights under this Lease, Landlord does not forfeit its right to exercise them at a later date. Acceptance of past due rent is not a waiver of Landlord's right to enforce this Lease.

28) RELEASE OF LANDLORD: Landlord shall not be responsible for any injury, property damage or loss sustained by Tenant or any other person on or in connection with the Leased Unit or Property. Tenant agrees to release Landlord of responsibility for any damage, loss or injury caused by any other person occupying the Leased Unit, or Landlord or Landlord's agents or employees which results from any of their acts or failure to act. All claims against Landlord for any damage, loss or injury are hereby expressly waived by Tenant.

29) APPLICATION: Landlord may terminate this Lease if any of the information provided by Tenant in its Rental Application for this Lease was inaccurate.

30) ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions of this Lease are set forth in the "Rules and Regulations" which are attached to and are a part of this Lease. Violation of any of the "Rules and Regulations" is a breach of this Lease.

31) SEPRABILITY: If one or more of the provisions of this Lease is determined to be invalid, the remainder of this Lease shall remain in effect.

32) REPORT TO CREDIT/TENANT AGENCIES: You are hereby notified that a nonpayment, late payment or breach of any of the terms of this Lease may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

33) LEAD NOTIFICATION REQUIREMENT: For rental dwellings built before 1978, TENANT acknowledges receipt of the following: See Attachment No. 4.

34) LEASE CHANGES: The terms and conditions of this Lease may only be changed if in writing signed by both Landlord and Tenant. No oral changes or agreements are permitted.

AGENT FOR LANDLORD

DATE

TENANT

DATE

TENANT

DATE