

RESIDENTIAL LEASE

RL

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

PARTIES
TENANT(S):
LANDLORD(S):
TENANT'S MAILING ADDRESS:
LANDLORD'S MAILING ADDRESS:
TENANT'S EMERGENCY CONTACT INFORMATION
Name Relationship Phone(s)

PROPERTY
Property Address:
Unit ZIP
in the municipality of County of
in the School District of in the Commonwealth of Pennsylvania.

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER
No Business Relationship (Tenant is not represented by a broker)
Broker (Company) Licensee(s) (Name)
Company Address Direct Phone(s)
Company Phone Cell Phone(s)
Company Fax Fax
Broker is: Email
Tenant Agent (Broker represents Tenant only)
Dual Agent (See Dual and/or Designated Agent box below)
Licensee(s) is:
Tenant Agent with Designated Agency
Tenant Agent without Designated Agency
Dual Agent (See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER
No Business Relationship (Landlord is not represented by a broker)
Broker (Company) Licensee(s) (Name)
Company Address Direct Phone(s)
Company Phone Cell Phone(s)
Company Fax Fax
Broker is: Email
Landlord Agent (Broker represents Landlord only)
Dual Agent (See Dual and/or Designated Agent box below)
Licensee(s) is:
Landlord Agent with Designated Agency
Landlord Agent without Designated Agency
Dual Agent (See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)

DUAL AND/OR DESIGNATED AGENCY
A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.
By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant Initials: /

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Landlord Initials: /



Revised 1/13

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1/13

THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME

1 **1. LEASE DATE AND RESPONSIBILITIES**

2 This Lease for the Property, dated _____, is between the Landlord and the Tenant. Each Tenant is
3 individually responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

4 **2. CO-SIGNERS**

5 Co-signers: _____
6

7 Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Co-
8 signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.

9 **3. PROPERTY CONTACT INFORMATION**

10 **Rental Payments** (see Paragraph 6(I) for additional information)

11 Payable to: _____ Phone: **(215) 247-5000** Fax: **(215) 247-5001**

12 Address: _____

13 **Maintenance Requests**

14 Contact: _____ Phone: **(215) 247-5000x119** Fax: **(215) 247-5001**

15 Address: **709 Bethlehem Pike, Erdenheim, PA 19038**

16 Email **propertymanager@welchgroup.net** Website **www.welchgroup.net**

17 **Emergency Maintenance Contact**

18 Contact: **Edward A. Welch, III** Phone **(610) 331-7655**

19 Email **ewelch@welchgroup.net** Website **www.welchgroup.net**

20 **4. STARTING AND ENDING DATES OF LEASE** (also called "Term")

21 (A) **Starting Date:** _____, at **12:00** a.m. p.m.

22 (B) **Ending Date:** _____, at _____ a.m. p.m.

23 **5. RENEWAL TERM**

24 (A) Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of **1 Year** (month-
25 to-month if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given.
26 Proper notice requires Tenant or Landlord to give at least _____ days (28 if not specified) written notice before Ending Date
27 or before the end of any Renewal Term.

28 This Lease will TERMINATE on the Ending Date unless extended in writing.

29 (B) If notice is given later than required, Rent is due for the entirety of the Renewal Term.

30 (C) Any renewal will be according to the terms of this Lease or any written changes to it.

31 **6. RENT**

32 (A) Rent is due in advance, without demand, on or before the **1st** day of each month (Due Date).

33 (B) The amount of Total Rent due during the Term is: \$ _____

34 (C) The Rent due each month is: \$ _____

35 (D) If Rent is more than **5** days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: **\$75.00**

36 (E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent.
37 Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.

38 (F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied
39 against the current Rent due. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that
40 would be due next.

41 (G) Tenant will pay a fee of **\$75.00** for any payment that is returned or
42 declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the
43 Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

44 (H) Landlord will accept the following methods of payment: (Cash) (Money Order) (Personal Check)
45 (Credit Cards) (Cashier's Check) (Other: **Online Tenant Portal ePayment**)

46 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

47 (I) The first \$ _____ of Rent due will be made payable to _____
48 (Broker for Landlord, if not specified). Security Deposit will be made payable to Landlord, Landlord's representative.

49 (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

50 **7. PAYMENT SCHEDULE**

51 (A) Security Deposit will be held in escrow by Landlord, unless otherwise stated here **Higgins & Welch Real Estate, Inc**
52 at (financial institution): **Bank of America**

53 Financial institution Address: **835 Bethlehem Pike, Flourtown, PA 19031**

	Due Date	Paid	Due
54 Security Deposit: _____	_____	\$ _____	\$ _____
55 (B) First month's Rent: _____	_____	\$ _____	\$ _____
56 (C) Other: _____	_____	\$ _____	\$ _____
57 (D) Other: _____	_____	\$ _____	\$ _____
58 Total Rent and security deposit received to date:		\$ _____	
59 Total amount due:			\$ _____

61 **Tenant Initials:** _____ / _____

Landlord Initials: _____ / _____

62 **8. SECURITY DEPOSITS**

- 63 (A) During the first year of the Lease, the Security Deposit may not exceed two months' rent. After the first year, the Security
- 64 Deposit may not exceed one month's rent. After the second year, the Security Deposit must be placed in an interest-bearing
- 65 account which shall be paid to the tenant yearly, however the Landlord may retain up to one percent of interest to offset admin-
- 66 istrative costs. After the fifth year, the Security Deposit may not be increased.
- 67 (B) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing
- 68 address where Landlord can return the Security Deposit.
- 69 (C) Within 30 days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property
- 70 for which the Landlord claims Tenant is responsible.
- 71 (D) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Any remaining
- 72 Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property.

73 **9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS**

- 74 (A) Tenant will use Property as a residence ONLY.
- 75 (B) Not more than _____ people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:
- 76 Name _____ 18 or older Name _____ 18 or older
- 77 Name _____ 18 or older Name _____ 18 or older
- 78 Service animals: Type _____ Breed _____ Name _____
- 79 Additional information is attached

80 **10. POSSESSION**

- 81 (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- 82 (B) If Tenant cannot move in within _____ days (0 if not specified) after Starting Date because the previous tenant is still
- 83 there or because of property damage, Tenant's exclusive rights are to:
- 84 1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until
- 85 Property is available; OR
- 86 2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further lia-
- 87 bility on the part of Landlord or Tenant.

88 **11. LANDLORD'S RIGHT TO ENTER**

- 89 (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair,
- 90 or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with the
- 91 Landlord or Landlord's representative, or they have written permission from the Landlord.
- 92 (B) When possible, Landlord will give Tenant 24 hours (24 if not specified) notice of the date, time, and reason for the visit.
- 93 (C) In emergencies, Landlord may enter Property without notice. If Tenant is not present, Landlord will notify Tenant who was
- 94 there and why within 48 hours (24 if not specified) of the visit. Showing the property is not considered an emergency.
- 95 (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on or near Property.

96 **12. RULES AND REGULATIONS**

- 97 (A) Rules and Regulations for use of the Property and common areas are attached.
- 98 Homeowners Association or Condominium rules and regulations for the Property are attached.
- 99 (B) Any violation of the Rules and Regulations is a breach of this Lease.
- 100 (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or
- 101 welfare of others. Landlord agrees to provide all changes to Tenant in writing.
- 102 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
- 103 (E) If any fine is imposed on Landlord because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse the
- 104 Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

105 **13. PETS**

- 106 Tenant will not keep or allow any pets on any part of the Property, unless checked below. Service animals are not pets.
- 107 Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules
- 108 and Regulations.

109 **14. CONDITION OF PROPERTY AT MOVE IN**

110 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: _____

111 _____

112 _____

113 **15. APPLIANCES INCLUDED**

- 114 (Stove) (Refrigerator) (Dishwasher) (Washer) (Dryer) (Garbage Disposal) (Microwave)
- 115 (Air Conditioning Units - Number: _____) (Other _____)
- 116 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: _____
- 117 _____
- 118 _____
- 119 _____

120 Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

121 **16. UTILITIES AND SERVICES**

122 Landlord and Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is
123 not marked as being paid by the Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for
124 loss of service if interrupted by circumstances beyond the Landlord's control. Utility accounts paid by Tenant must remain active in
125 Tenant's name until the end of the Lease Term. Tenant will notify Landlord if Tenant receives any notices from utility companies of
126 a pending termination of service. Tenant will be in default of this Lease if all utilities and services for which the tenant is responsi-
127 ble do not remain active.

128	Landlord	Tenant		Landlord	Tenant	
129	pays	pays		pays	pays	
130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooking Gas/Fuel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air Conditioning
131	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable/Satellite Television
132	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heat _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Homeowners Association Fee
133	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hot Water _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>	Parking Fee
134	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cold Water	<input type="checkbox"/>	<input type="checkbox"/>	Maintenance of Common Areas
135	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pest/Rodent Control
136	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recycling Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bed Bugs
137	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sewage Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Snow/Ice Removal
138	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone Service
139	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heater Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lawn and Shrubbery Care
140	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Municipale Violations</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Excess Trash Removal</u>

141 Comments: _____

142 **17. TENANT'S CARE OF PROPERTY**

- 143 (A) Tenant will:
- 144 1. Keep the Property clean and safe.
 - 145 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
 - 146 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property,
147 including any elevators.
 - 148 4. Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
 - 149 5. Obey all federal, state, and local laws that relate to the Property.
 - 150 6. Clean up after service animals on the Property, including common areas.
- 151 (B) Tenant will not:
- 152 1. Keep any flammable, hazardous or explosive materials on the Property.
 - 153 2. Destroy, damage or deface any part of the Property or common areas.
 - 154 3. Disturb the peace and quiet of other tenants or neighbors.
 - 155 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees
156 that any changes or improvements made will belong to the Landlord.
 - 157 5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- 158 (C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with (A) and (B).
- 159 (D) **Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests,
160 and/or service animals.**

161 **18. DETECTORS AND FIRE PROTECTION SYSTEMS**

- 162 (A) Landlord has installed (Smoke Detectors) (Carbon Monoxide Detectors) (Fire Extinguishers) in the Property. Tenant
163 will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.
- 164 (B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning detectors.
- 165 (C) Failure to properly maintain detectors, replace detector batteries or notify Landlord or Landlord's representative of any broken
166 or malfunctioning detectors is a breach of this Lease.
- 167 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these sys-
168 tems is stated in the Rules and Regulations, if any.
- 169 (E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.

170 **19. DESTRUCTION OF PROPERTY**

- 171 (A) Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or by
172 any other cause. Tenant will immediately notify Landlord or Landlord's representative of any condition in the Property that
173 could severely damage or destroy the Property.
- 174 (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will con-
175 tinue to pay rent, even if Tenant cannot occupy the Property.
- 176 (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
- 177 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord
178 until the damage is repaired, OR
 - 179 2. If the law does not allow Tenant to live on the Property, this Lease is ended.
- 180 (D) If Lease is ended, Landlord will return any unused security deposit to Tenant.

181 Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

182 **20. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978**

- 183 Property was built in or after 1978. This paragraph does not apply.
- 184 Property was built before 1978. Landlord and Tenant must provide information in this paragraph.

185 **Lead Hazards Disclosure Requirements**

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

195 **Lead Warning Statement**

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

200 **(A) Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:**

201 _____ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must
202 explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there,
203 where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other informa-
204 tion Landlord has about the lead-based paint and lead-based paint hazards.

205 **(B) Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated below:**

206 _____ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the
207 Property. List records and reports: _____
208 _____
209 _____

210 **(C) Tenant initial all that are true:**

- 211 _____ Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.
- 212 _____ Tenant has read the information given by Landlord in paragraph 20 (A) and (B) above, if any.
- 213 _____ Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above, if any.

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

215 **21. INSURANCE AND RELEASE**

216 (A) Tenant understands that Landlord’s insurance does not cover Tenant, Tenant’s property, or Tenant’s guests. Tenant is advised to obtain
217 property and liability insurance to protect Tenant, Tenant’s property and Tenant’s guests who may be injured while on the Property.

218 **IF CHECKED**, Tenant must have insurance policies providing at least \$ To Cover Tenants Property property insurance and
219 \$ 100,000.00 liability insurance to protect Tenant, Tenant’s property and Tenant’s guests who may be injured
220 while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide
221 proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.

222 (B) Landlord is not legally responsible for any injury or damage to Tenant or Tenant’s guests that occurs on the Property.

223 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant’s family or Tenant’s guests, including attorney’s fees asso-
224 ciated with that loss.

225 **22. HOLDOVER TENANTS**

226 If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and
227 will be causing the Landlord damages. These damages will be equal to 3 times the monthly Rent plus any lodging expenses of
228 the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

229 **23. TENANT ENDING LEASE EARLY**

230 Tenant may **not** end this Lease and move out of the Property before the Ending Date of the Lease or any Renewal Term **UNLESS**
231 **Tenant does ALL of the following:**

- 232 (A) Tenant continues to pay all Rent until the Ending Date of the Lease, or any Renewal Term, or until a new tenant is approved
233 by Landlord and a new lease takes effect, whichever happens first, **AND**
- 234 (B) Tenant gives Landlord at least 60 days written notice, **AND**
- 235 (C) Tenant pays Landlord a Termination Fee of 2 Months Rent.

236 **24. ABANDONMENT**

- 237 (A) Tenant has abandoned the Property if:
 - 238 1. Tenant has physically vacated the premises, removed substantially all personal property, OR
 - 239 2. A court grants the Landlord possession of the Property.
- 240 (B) If Tenant abandons Property while Rent is due and unpaid, Landlord may take possession of the Property and immediately
241 rent the Property to another tenant.

242 Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

- 243 (C) If Tenant abandons OR moves out of the Property, Tenant will:
244 1. Remove all of Tenant's personal property, AND
245 2. Provide a forwarding address or written notice stating that Tenant has vacated the premises, AND
246 3. Contact the landlord within ten (10) days regarding the Tenant's intent to remove any remaining personal property.
247 a. If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the
248 landlord's choosing for thirty (30) days.
249 b. If no communication is made to the landlord within ten (10) days, the property may be disposed of at the end of the
250 ten days at the discretion of Landlord and Tenant will pay all costs related to the removal and/or storage.

251 **25. LANDLORD REMEDIES IF TENANT BREACHES LEASE**

- 252 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
253 1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and rea-
254 sonable costs, including the cost for Landlord and Landlord's agent to attend court hearings.
255 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of
256 the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court
257 process to garnish Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.
258 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.

- 259 (B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice, unless otherwise
260 required by local ordinance.

261 _____ (Tenant Initials) **TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS**
262 **A DIFFERENT PERIOD FOR PROVIDING NOTICE IS STATED HERE:** _____
263 _____

264 **26. TRANSFER AND SUBLEASING**

- 265 (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
266 (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without
267 Landlord's written permission.

268 **27. SALE OF PROPERTY**

- 269 (A) If Property is sold, Landlord will give Tenant in writing:
270 1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
271 2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
272 (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
273 (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.
274 (D) If checked and Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate
275 this Lease if Landlord gives written notice to Tenant at least 60 days prior to the Settlement Date of the Property as
276 defined in the agreement of sale. Tenant is not entitled to any payment of damages.

277 **28. IF GOVERNMENT TAKES PROPERTY**

- 278 (A) The government or other public authority can take private property for public use. The taking is called condemnation.
279 (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property
280 is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security
281 Deposit or prepaid Rent.
282 (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

283 **29. TENANTS' RIGHTS**

- 284 (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to
285 a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization;
286 or (3) uses Tenant's legal rights in a lawful manner.
287 (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of
288 the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end
289 this Lease. Landlord will notify Tenant immediately if Owner or Landlord receive a notice of foreclosure.

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

292 **30. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT**

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

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

296 **32. ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements
297 made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifica-
298 tions of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant.

299 Tenant Initials: _____ / _____

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Landlord Initials: _____ / _____

Revised 1/13

300 **33. SPECIAL CLAUSES**

301 **(A) The following are part of this Lease if checked:**

302 Change of Lease Terms Addendum (PAR Form CLT)

303 Pet Addendum (PAR Form PET)

304 **General Addendum "A"**

305 _____

306 **(B) Additional Terms:**

307

308

309

310

311

312

313

314

315

316

317

318 **NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.**

319 _____ (Landlord Initials) **If Landlord is represented by a licensed real estate broker, Landlord acknowledges receipt of the**
320 **Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.**

321 _____ (Tenant Initials) **If Tenant is represented by a licensed real estate broker, Tenant acknowledges receipt of the Consumer**
322 **Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.**

323 **By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information**
324 **set forth in this Lease.**

325 A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

326 **TENANT** _____ **DATE** _____

327 **TENANT** _____ **DATE** _____

328 **TENANT** _____ **DATE** _____

329 **TENANT** _____ **DATE** _____

330 **CO-SIGNER** _____ **DATE** _____

331 **CO-SIGNER** _____ **DATE** _____

332 **LANDLORD** _____ **DATE** _____

333 **LANDLORD** _____ **DATE** _____

334 **BY** _____

335 **Brokers'/Licensees' Certifications** By signing here, Brokers and Licensees involved in this transaction certify that: (1) The information
336 given about Lead-Based Paint is true to the best of their knowledge; AND (2) They have told Landlord of Landlord's responsibilities under
337 the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements. Brokers
338 and Licensees must make sure that Landlord gives Tenant the information required by the Act.

339 **BROKER FOR LANDLORD (Company Name)** Higgins & Welch Real Estate Inc.

340 **ACCEPTED BY** _____ **DATE** _____

341 **BROKER FOR TENANT (Company Name)** _____

342 **ACCEPTED BY** _____ **DATE** _____

343 **LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

344 As part of payment received by Landlord, _____ (current Landlord) now transfers
345 to _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and
346 other benefits.

347 **WITNESS** _____ **CURRENT LANDLORD** _____ **DATE** _____

348 **WITNESS** _____ **CURRENT LANDLORD** _____ **DATE** _____

349 **WITNESS** _____ **NEW LANDLORD** _____ **DATE** _____

350 **WITNESS** _____ **NEW LANDLORD** _____ **DATE** _____

ADDENDUM _____ A _____

Addendum to contract dated _____ between:

_____ (Sellers) and
_____ (Buyers) on property located
at _____

Landlord is not responsible for any damages to Tenant's personal property. Per section 22 (lines 181 & 182), the Tenant is required to obtain property insurance and liability insurance covering Tenant, Landlord (XXXXXX XXXXXX) and Property Manager (Higgins & Welch Real Estate Inc). Failure to obtain personal property insurance is considered a breach of this Lease.

Tenant is responsible for providing monthly rent amount in one(1) lump sum; i.e No multiple check payments. If any personal checks are returned for insufficient funds or cancelled for any reason, Tenant's rental payment will be required to be cash, money order or certified check.

Landlord applies all monies received in the following order:

- 1.) Late rent and any late rent fees, returned check fees
- 2.) Legal and/or court fees
- 3.) Tenant owed utility bills
- 4.) Any other outstanding fees
- 5.) Past rent then current rent

Tenant is responsible to transfer the utilities in the Tenant's name as of the effective date of this lease. Upon request, Tenant will produce evidence that utility bills have been paid in full to date.

Tenant agrees:

- 1.) Not to remove or tamper with smoke detectors.
- 2.) Not to obstruct sidewalks, corridors, walls, passages, stairways, or any other place in the Leased Unit with goods, carriages, bicycles, or anything else.
- 3.) Not to bring or keep anything that would in any way increase the rate of fire insurance or do anything which conflicts with the rules and ordinances of the municipality, or to commit any illegal or unlawful act in, upon or about said building and Leased Unit.
- 4.) Not to erect any outside aerials in connection with any radio or satellite installation without written consent of Landlord.
- 5.) All drains and sewer lines are clear and free at the time of occupancy and it is Tenant's responsibility to keep these drains clear.
- 6.) Tenant, any member of Tenant's household, or a guest or other person under Tenant's control shall not engage in drug-related criminal activity, on or near Leased premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, see, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C.802)). A single violation of this provision is shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Initials: _____ / _____

Initials: _____ / _____

PET ADDENDUM TO RESIDENTIAL LEASE

PAL

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

1 **PROPERTY** _____
2 **LANDLORD** _____
3 **TENANT(S)** _____
4 **DATE OF LEASE** _____

5 **1. ALLOWANCE OF PET(S)** Landlord agrees that the pet(s) described in Paragraph 7 may be permitted on the Property.
6 Tenant may not have any other pet(s) on any part of the Property without Landlord's written permission.

7 **2. LOCATION OF PET(S)** Pet(s) will be kept inside the Property at all times, except when on a leash or otherwise restrained
8 by and under the full control of Tenant.

9 **Exceptions:** _____

10 **3. TENANT'S DUTIES** Tenant will clean up after the pet(s) in any area of the Property, including common areas.

11 **4. LOSS OR DAMAGE** Tenant is responsible for any loss or damage caused by the pet(s). Tenant agrees that Landlord bears
12 no responsibility for any damage, injury, or nuisance caused by the pet(s).

13 **5. REMOVAL OF PET(S)** If Landlord determines that the pet(s) is annoying, bothersome, or in any way a nuisance to others,
14 Landlord will notify Tenant in writing and Tenant will remove the pet(s) immediately from the Property. All other terms and
15 conditions of the Lease will remain in full force and effect. Tenant's failure to remove the pet(s) from the Property is a breach
16 of the Lease, and Landlord will have all remedies as stated in the Lease.

17 **6. ADDITIONAL FEES/CHARGES**

18 A. Tenant will pay \$ 300 as a Pet Deposit in addition to other deposits required by the Lease.

19 1. Any part of the Property or any common areas fouled by the pet(s) will be professionally cleaned and treated upon
20 termination of the Lease. This will include carpet cleaning, treatment for flea infestation, or any other treatment as
21 deemed necessary by Landlord in order to return the Property to the condition as existed at the start of the Lease.
22 The cost of the cleaning and/or treatment will be deducted from the Pet Deposit.

23 2. If damage caused by the pet(s) exceeds the amount of the Pet Deposit, all additional costs must be paid by Tenant
24 immediately upon demand by Landlord.

25 B. Tenant will pay an additional \$ _____ monthly rent.

26 C. _____

27 _____

28 **7. DESCRIPTION OF PET(S)** Total Number of Pet(s) _____

29 A. Type of Animal _____ Breed _____

30 Name of Pet _____ Age _____ Weight _____

31 Color _____ License Number (if applicable) _____

32 Spayed/neutered? Yes No Declawed? Yes No

33 B. Type of Animal _____ Breed _____

34 Name of Pet _____ Age _____ Weight _____

35 Color _____ License Number (if applicable) _____

36 Spayed/neutered? Yes No Declawed? Yes No

37 C. Type of Animal _____ Breed _____

38 Name of Pet _____ Age _____ Weight _____

39 Color _____ License Number (if applicable) _____

40 Spayed/neutered? Yes No Declawed? Yes No

41 D. Type of Animal _____ Breed _____

42 Name of Pet _____ Age _____ Weight _____

43 Color _____ License Number (if applicable) _____

44 Spayed/neutered? Yes No Declawed? Yes No

45 **All other terms and conditions of the Lease remain unchanged and in full force and effect.**

46 **Tenant and Landlord have read and understand the notices and explanatory information set forth in this Addendum.**

47 **WITNESS** _____ **TENANT** _____ **DATE** _____

48 **WITNESS** _____ **TENANT** _____ **DATE** _____

49 **WITNESS** _____ **TENANT** _____ **DATE** _____

50 **WITNESS** _____ **LANDLORD** _____ **DATE** _____

51 **WITNESS** _____ **LANDLORD** _____ **DATE** _____

52 **WITNESS** _____ **LANDLORD** _____ **DATE** _____



Phone:

Fax:

NOTICES AND INFORMATION

NOTICE: Guide/Support Animals

Pennsylvania law makes it illegal for a landlord to refuse to rent property or otherwise discriminate against any person on the basis of the use of a guide animal because of blindness or deafness, or use of a support animal because of a physical handicap or because the user is a handler or trainer of support or guide animals.

NOTICE: Dangerous Dogs

Pennsylvania law makes it a summary offense for harboring a “dangerous dog.” Under no circumstances is a “dangerous dog” permitted on the Property. A dog is considered dangerous under 3 P.S. §459-502-A where:

- A. The dog has done one or more of the following:
 - 1. Inflicted severe injury on a human being without provocation on public or private property.
 - 2. Killed or inflicted severe injury on a domestic animal without provocation while off his owner’s property.
 - 3. Attacked a human being without provocation.
 - 4. Been used in a commission of a crime.
- B. The dog has either or both of the following:
 - 1. A history of attacking human beings and/or domestic animals without provocation
 - 2. A propensity to attack human beings and/or domestic animals without provocation. A propensity to attack may be proven by a single incident of the conduct described in paragraph A. 1., 2., 3., or 4. above.