

RESIDENTIAL LEASE

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

LANDLORD'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER
BROKER (Company) ADDRESS LICENSEE(S) PHONE FAX Designated Agent?
BROKER IS THE AGENT FOR LANDLORD. OR (if checked below):
Broker is NOT the Agent for Landlord and is a/an: AGENT FOR TENANT TRANSACTION LICENSEE

TENANT'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER
BROKER (Company) ADDRESS LICENSEE(S) PHONE FAX Designated Agent?
BROKER IS THE AGENT FOR TENANT. OR (if checked below):
Broker is NOT the Agent for Tenant and is a/an: AGENT FOR LANDLORD SUBAGENT FOR LANDLORD TRANSACTION LICENSEE

When the same broker is Agent for Landlord and Agent for Tenant, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Landlord and Tenant. If the same Licensee is designated for Landlord and Tenant, the Licensee is a Dual Agent. Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Lease.

PARTIES

1. This LEASE, dated is between LANDLORD(S) TENANT(S) called "Landlord," and called "Tenant," for the Property located at called "Property."

Each Tenant is individually responsible for all obligations of this Lease, including rent, late fees, damages and other costs.

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

3. LANDLORD CONTACT INFORMATION
Rental Payments: Maintenance Requests:
Payable to: Contact:
Address: 113 S. Market St. Suite One Selinsgrove, PA 17870
Phone #: 570-374-8185 Phone #:
Fax #: 570-374-9325 Fax #:

RENTAL TERM

4. START AND END DATES OF LEASE (also called "Term")
(A) Start Date: June 01, at a.m./p.m.
(B) End Date: May 31, at a.m./p.m.
5. RENEWAL TERM (check one)
This Lease will AUTOMATICALLY RENEW for a term of (also called the "Renewal Term") at the End Date of this Lease or at the end of any Renewal Term unless:
1. Tenant gives Landlord at least days written notice before End Date or before the end of any Renewal Term, OR
2. Landlord gives Tenant at least days written notice before End Date or before the end of any Renewal Term.
X This Lease will TERMINATE on the End Date unless extended in writing.



86 13. APPLIANCES INCLUDED 86

- 87  Stove  Refrigerator  Dishwasher  Washer  Dryer  Garbage Disposal  Microwave 87
- 88  Air Conditioning \_\_\_\_\_  Other \_\_\_\_\_  Other \_\_\_\_\_ 88

89 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: \_\_\_\_\_ 89

90 \_\_\_\_\_ 90

91 14. UTILITIES AND SERVICES Landlord and Tenant agree to pay for the charges for utilities and services provided for the 91  
92 Property as marked below. If a service is not marked as being paid by the Landlord, it is the responsibility of Tenant to pay for 92  
93 that service. Landlord is not responsible for loss of service if interrupted by circumstances beyond the Landlord's control. 93

94	Landlord	Tenant	Landlord	Tenant	94
95	pays	pays	pays	pays	95
96	<input type="checkbox"/>	<input checked="" type="checkbox"/> Cooking Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/> Air Conditioning	96
97	<input type="checkbox"/>	<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/> Cable Television	97
98	<input type="checkbox"/>	<input checked="" type="checkbox"/> Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/> Condominium Fee	98
99	<input type="checkbox"/>	<input checked="" type="checkbox"/> Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/> Parking Fee	99
100	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/> Maintenance of Common Areas	100
101	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Trash Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/> Pest/Rodent Control	101
102	<input type="checkbox"/>	<input checked="" type="checkbox"/> Sewage Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/> Snow/Ice Removal	102
103	<input checked="" type="checkbox"/>	<input type="checkbox"/> Sewer Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/> Telephone Service	103
104	<input checked="" type="checkbox"/>	<input type="checkbox"/> Lawn and Shrubbery Care	<input type="checkbox"/>	<input type="checkbox"/> _____	104
105	<input checked="" type="checkbox"/>	<input type="checkbox"/> Heater Maintenance Contract	<input type="checkbox"/>	<input type="checkbox"/> _____	105

106 Comments: \_\_\_\_\_ 106

107 \_\_\_\_\_ 107

108 15. TENANT'S CARE OF PROPERTY 108

- 109 (A) Tenant will: 109
  - 110 1. Keep the Property clean and safe. 110
  - 111 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law. 111
  - 112 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the 112  
113 Property, including any elevators. 113
  - 114 4. Tell Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions. 114
  - 115 5. Obey all laws. 115
- 116 (B) Tenant will not: 116
  - 117 1. Keep any flammable, hazardous and/or explosive materials on the Property. 117
  - 118 2. Destroy, damage or deface any part of the Property or common areas. 118
  - 119 3. Disturb the peace and quiet of other tenants or neighbors. 119
  - 120 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant 120  
121 agrees that any changes or improvements made will belong to the Landlord. 121
  - 122 5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any. 122
- 123 (C) Tenant is solely responsible to pay the costs for repairing any damage that is the fault of Tenant or Tenant's family or 123  
124 guests. 124

125 16. SUBLEASING AND TRANSFER 125

- 126 (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord. 126
- 127 (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without 127  
128 Landlord's written permission. 128

129 17. PETS 129

- 130 Tenant will not keep or allow any pets on any part of the Property, unless checked below. 130
- 131  Tenant may keep pets with Landlord's written permission according to the terms of the attached Rules and Regulations. 131

132 18. RULES AND REGULATIONS 132

- 133 (A) Rules and Regulations for use of the Property and common areas are attached.  Yes  No 133
- 134 (B) Any violation of the Rules and Regulations is a breach of this Lease. 134
- 135 (C) Landlord may change the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or welfare 135  
136 of others. Landlord agrees to provide all changes to Tenant in writing. 136
- 137 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws. 137

138 19. SMOKE DETECTORS AND FIRE PROTECTION SYSTEMS 138

- 139 (A) Landlord has installed smoke detectors in the Property. Tenant will maintain and regularly test smoke detectors to be sure 139  
140 they are in working order, and will replace smoke detector batteries as needed. 140
- 141 (B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors. 141
- 142 (C) Failure to properly maintain smoke detectors, replace smoke detector batteries or notify Landlord or Landlord's agent of any 142  
143 broken or malfunctioning smoke detectors is a breach of this Lease. 143
- 144 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these sys- 144

- 148 **20. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978** 148
- 149  Property was built in or after 1978. This paragraph does not apply. 149
- 150  Property was built before 1978. Landlord and Tenant must provide information in this paragraph. 150
- 151 (A) Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below: 151
- 152 \_\_\_\_\_ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord 152
- 153 must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is 153
- 154 there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other 154
- 155 information Landlord has about the lead-based paint and lead-based paint hazards. 155
- 156 (B) Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated 156
- 157 below: 157
- 158 \_\_\_\_\_ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on 158
- 159 the Property. List records and reports: \_\_\_\_\_ 159
- 160 \_\_\_\_\_ 160
- 161 (C) Tenant initial all that are true: 161
- 162 \_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*. 162
- 163 \_\_\_\_\_ Tenant has read the information given by Landlord in paragraph 20 (A) and (B) above. 163
- 164 \_\_\_\_\_ Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above. 164
- 165 (D) Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge. 165
- 166 **21. DESTRUCTION OF PROPERTY** 166
- 167 (A) Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or by 167
- 168 any other cause. Tenant will immediately notify Landlord or Landlord's agent of any condition in the Property that could 168
- 169 severely damage or destroy the Property. 169
- 170 (B) If the Property is severely damaged or destroyed for any reason: 170
- 171 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and 171
- 172 Landlord until the damages are repaired, OR 172
- 173 2. If the law does not allow Tenant to live on the Property, this Lease is ended. 173
- 174 (C) If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant. 174
- 175 (D) If Tenant, Tenant's family, or Tenant's guests cause damage by fire or by other means, this Lease will remain in effect and 175
- 176 Tenant will continue to pay rent, even if Tenant cannot occupy the Property. 176
- 177 **22. INSURANCE AND RELEASE** 177
- 178 (A) Tenant understands that Landlord's insurance does not cover Tenant's property, or Tenant's guests. Tenant is advised 178
- 179 to obtain property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while 179
- 180 on the Property. 180
- 181  **IF CHECKED**, Tenant must have insurance policies providing at least \$Tenant Choice property insurance 181
- 182 and \$ 1 Million or Max liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be 182
- 183 injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant 183
- 184 will provide proof of insurance upon request. 184
- 185 (B) Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property. 185
- 186 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including attorney's fees. 186

### ENDING LEASE

- 187 **23. LANDLORD REMEDIES IF TENANT BREACHES LEASE** 187
- 188 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following: 188
- 189 1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and 189
- 190 reasonable costs, including the cost for Landlord or Landlord's agent to attend court hearings. 190
- 191 2. Filing a lawsuit against Tenant for rents, damages and unpaid charges, and for rents and charges for the rest of the Lease 191
- 192 term. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish 192
- 193 Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks. 193
- 194 3. Keeping Tenant's Security Deposit to be applied against unpaid rent or damages, or both. 194
- 195 (B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice. 195
- 196 **TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT** 196
- 197 **NOTICE PERIOD IS STATED HERE: 5 Days** 197
- 198 \_\_\_\_\_ 198
- 199 **24. TENANT ENDING LEASE EARLY** 199
- 200 Tenant may end this Lease and move out of the Property before the End Date of the Lease or any Renewal Term only with writ- 200
- 201 ten permission of Landlord, and only if: 201
- 202 (A) Tenant gives Landlord at least 60 days written notice, AND 202
- 203 (B) Tenant pays Landlord a Termination Fee of 2 Month Rent, Sec. Dep AND 203
- 204 (C) Tenant continues to pay all rent until the End Date of the Lease, or any Renewal Term, or until a new tenant is approved by 204
- 205 Landlord and a new lease takes effect, whichever happens first. 205

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- 210 (B) Any of Tenant's personal property or possessions remaining on the Property after Tenant moves out will be considered to 210
- 211 be abandoned property. Landlord will have the right to remove and dispose of any abandoned property in any manner det- 211
- 212 ermined by Landlord. Tenant will pay for the cost of removal and disposal of abandoned property. 212
- 213 **26. SALE OF PROPERTY** 213
- 214 (A) If Property is sold, Landlord will give Tenant in writing: 214
- 215 1. Notice that the Security Deposit has been given to the new landlord, who will be responsible for it. 215
- 216 2. The name, address and phone number of the new landlord and where rent is to be paid, if known. 216
- 217 (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced rent to the new landlord. 217
- 218 (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord. 218
- 219 (D) If Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if 219
- 220 Landlord gives at least 60 days written notice to Tenant. Tenant is not entitled to any payment of damages. 220
- 221 **27. IF GOVERNMENT TAKES PROPERTY** 221
- 222 (A) The government or other public authority can take private property for public use. The taking is called condemnation. 222
- 223 (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property 223
- 224 is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused 224
- 225 Security Deposit or advanced rent. 225
- 226 (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant. 226

**ADDITIONAL TERMS**

- 227 **28. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER** Landlord may have a mortgage on the Property. The 227
- 228 rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the 228
- 229 mortgage lender could take the Property and end this Lease.) 229
- 230 **TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS** 230
- 231 **A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.** 231
- 232 **29. CAPTIONS** The headings in this Lease are meant only to make it easier to find the paragraphs. 232
- 233 **30. ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements 233
- 234 made before are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease 234
- 235 during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant. 235
- 236 **NOTICE BEFORE SIGNING:** If Tenant has legal questions, Tenant is advised to consult an attorney. 236
- 237 If Landlord or Tenant are represented by a licensed real estate broker, Tenant and/or Landlord acknowledge receipt of the 237
- 238 Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337. 238
- 239 By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory infor- 239
- 240 mation set forth in this Lease. 240

241 WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_ 241

242 WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_ 242

243 WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_ 243

244 WITNESS \_\_\_\_\_ CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_ 244

245 WITNESS \_\_\_\_\_ CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_ 245

246 WITNESS \_\_\_\_\_ CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_ 246

247 WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ 247

248 WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_ 248

249 **Brokers'/Licensees' Certifications** By signing here, Brokers and Licensees involved in this transaction certify that: (1) The information 249

250 given is true to the best of their knowledge; AND (2) They have told Landlord of Landlord's responsibilities under the Residential Lead- 250

251 Based Paint Hazard Reduction Act (42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements (see Lead-Based Paint 251

252 Hazards Notice). Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act. 252

253 **BROKER FOR LANDLORD (Company Name)** \_\_\_\_\_ 253

254 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_ 254

255 **BROKER FOR TENANT (Company Name)** \_\_\_\_\_ 255

256 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_ 256

257 **IF LANDLORD TRANSFERS LEASE TO A NEW LANDLORD** 257

258 As part of payment received by Landlord, \_\_\_\_\_ (current Landlord) now transfers to 258

## **SAVIDGE RENTAL GROUP**

- No parties will be permitted and at no time will you publicly display alcohol or promote drinking related games.
- No Kegs permitted on property.
- No drinking game tables or bars are permitted on the property.
- No more than 10 people will be permitted in a unit without written approval of the landlord.
- No overnight guests on a regular basis without written approval of the landlord.
- No animals are permitted.
- One picture/poster per wall. Please use a picture hanger or strait pin. Any other method of hanging (fun tack, scotch tape, double stick tape) will not be permitted and any repair cost will be charged to the tenant.
- No holes are permitted on any interior/exterior door and no hangings are permitted on any doors (wreaths, posters, shoe organizers, nails, etc).
- No wallpaper, border or illuminated stickers on walls or ceilings.
- Should smoking or burning of candles discolor walls the tenant will be charged expense of repainting.
- All garbage must be properly bagged and placed in sealed garbage containers.
- The tenant will follow recycling regulations.
- No interior furniture is to be placed outside the apartment.
- No bicycles or scooters are permitted to be ridden inside the unit.
- It is the responsibility of the tenant to keep the outside property in an orderly fashion free of garbage and debris.
- Tenant will contact the landlord immediately in case of emergency or for repair to the property.
- Tenant will utilize BBQ facilities where provided and will not operate any personal grilling equipment on the property.
- No supplemental heating units are permitted.
- Do not cut telephone or television cables
- A fee will be applied against the security deposit for any cleaning that must be done to the apartment for the next tenants. Cleaning fee and tasks are at the discretion of the landlord.
- No satellite equipment permitted.
- No yard/garage/porch sales are permitted.
- No access to the unconditioned spaces of the rental are permitted i.e. basements or attics. Access to garages is granted.
- All corrugated cardboard must be flattened and placed behind dumpsters
- This lease shall be in the jurisdiction of the 17<sup>th</sup> judicial district in Pennsylvania.

Signatures

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