

LEASE FOR REAL ESTATE PART ONE OF A TWO PART LEASE AGREEMENT

1. THIS AGREEMENT, made this _____ day of _____ 1998, between _____ ("Landlord") and _____ ("Tenant").

2. PROPERTY TERMS AND CONDITIONS: Landlord agrees to rent to Tenant the property known as: _____ Pennsylvania 17____, upon the following terms and conditions:

(a) Term of Lease: _____

(b) Beginning date of Lease: _____ 199

(c) Ending date of Lease: _____ 199

(d) Length of renewal term if lease is not ended by either party: 6 MONTH

(e) Required written notice by Landlord or Tenant to end this lease: 60 days before the ending date of this Lease or any renewal term:

(f) Total rent for the entire term of Lease: \$ _____

(g) Rent is due and shall be paid in advance on the 1st of the month beginning on _____ 199, in the amount of \$ _____.

(h) Late charge if rent is not paid within one day of due date: \$5.00 per day.

(i) Tenant will pay by cash, check or certified or equivalent check, before taking possession, the following:

1. Rent for the period between the first day of the lease term and the first regular due date, if any:	<u>PAID</u>	<u>DUE</u>
	\$ _____	\$ _____
2. Rent for first regular due date:	\$ _____	\$ _____
3. Security deposit, on deposit at Community Banks N.A.	\$ _____	\$ _____

_____ (initials)

4. Rent paid in advance on account of final payment due (last months rent) \$_____ \$ 0.00

5. _____ \$_____ \$_____

TOTAL PAID TO DATE..... \$_____ \$ 0.00

AMOUNT DUE BEFORE POSSESSION..... \$_____ \$_____

- (j) Property will be used only as residential purposes.
- (k) Maximum number of occupants under this Lease: _____
- (l) Payments to be made promptly (without being demanded) when due to Landlord/Agent at: _____.

- (m) Utilities and services to be supplied by Landlord, as follows:
 - cold water hot water gas heat
 - electricity lawn and shrubbery care snow removal
 - sewage cost and maintenance Other _____

Tenant will supply:

- cold water hot water gas heat
- electricity lawn and shrubbery care snow removal
- sewage cost and maintenance Other GARBAGE REMOVAL

- (n) Rules and Regulations are are not attached.
- (o) If the Lease is for a term of more than one year, Tenant agrees to pay with the rent, the proportionate share of any increase in real estate taxes and water and sewer rents that occur during this Lease Agreement.
- (p) If insurance premiums on the Property increase because of any action or conduct of Tenant, Tenant's guests, or anyone invited to the property by Tenant, Tenant agrees to pay any increases with the rent.
- (q) Tenant understands that the Property is being rented in its present condition, or as follows: N/A.
- (r) Before the beginning of this Lease term, Landlord agrees to make the following repairs, replacements or installations:
N/A.

_____ (initials)

3. SPECIAL CLAUSES:

(a) The following items of personal property are being provided by Landlord:

(b) Tenant shall, upon vacating the property, have the premises cleaned, including but not limited to, the professional cleaning of ALL carpets in premises.

4. Landlord and Tenant understand that this is Part One of a two-part Lease.

WITNESS:

TENANT:

WITNESS:

LANDLORD:

DATE: _____

LEASE FOR REAL ESTATE PART TWO OF A TWO PART LEASE AGREEMENT

5. END OF LEASE NOTICE:

(a) For Leases with a term of longer than one month, Landlord and Tenant agree that if neither ends the Lease or any renewal term with the required written notice, it shall automatically be extended for the length of the renewal term.

(b) Month-to-month Leases only - A month-to-month Lease may be ended by either Landlord or Tenant giving thirty (30) days written notice before the beginning of any monthly term.

6. DELIVERY OF LEASE:

Landlord agrees not to accept any rent under this Lease until a fully executed copy of this Agreement has been given to all parties signing it.

7. DELAYED POSSESSION:

If Landlord is unable to give Tenant possession of the property at the beginning of the Lease term, for any reason not caused by Tenant, Tenant shall have the choice of (1) ending this Lease and recovering rent and/or security deposit (without charge or interest) and any other money already paid, or (2) delaying the beginning of the Lease term until Landlord is able to give possession. No rent will be due until possession is available. If Tenant delays the lease term, Tenant may end this Lease at any time before Landlord gives possession. Landlord shall not be liable for damages where failure to deliver possession is due to conditions beyond Landlords control.

8. SMOKE DETECTORS:

(a) If smoke detectors are installed in the property, Tenant acknowledges:

1. that Tenant has been instructed by Landlord as to all procedures needed to test the smoke detectors in the property and in the building of which the property is a part;
2. That Tenant fully understands what to do to test the smoke detectors;

_____ (initials)

3. That Tenant promises to test monthly or more frequently, as recommended by the manufacturer, all the smoke detectors in and on the property, or in and on the common areas of the building of which the property is a part.

(b) Tenant agrees to notify Landlord immediately if any smoke detectors if found not to be working for any reason. Tenant agrees to pay for and keep fresh batteries in each smoke detector, for which Tenant is responsible.

(c) Tenant agrees to pay any loss or damage incurred by Landlord which result from Tenants failure to comply with any part of this paragraph 8.

9. **FIRE OR CASUALTY DAMAGE:**

(a) If fire or casualty (accident, mishap) destroys or damages the property, so that the property is not livable, Tenant may:

1. immediately move out and within twenty-four (24) hours, or before the end of the next business day, notify Landlord that the Lease is ended in which case this Lease shall end as of the date of moving out; or
2. if permitted by law or government regulation, continue to occupy the usable part of the property, in which case, Tenants responsibility for rent shall be reduced proportionately from the rent due until the damages are repaired. If continued occupancy by Tenant is not permitted by any law or government regulation, this Lease shall end immediately.

(b) If the lease is ended, the security deposit plus any rent paid i advance for the period after the fire or casualty shall be returned to Tenant, as required by law or regulation.

(c) Tenant shall be fully responsible for keeping all terms of this Lease, including the payment of rent, if the property is damaged or destroyed by fire or other casualty caused by Tenant, Tenants guests, business invitees, agents or employees, or others on the property on behalf or at the request of Tenant.

(d) Tenant shall be required to carry Renters Insurance. Tenant shall also be responsible to pay any deductible due on any claim, if claim is a result of actions of Tenant, or guests of Tenant. _____ (initials).

_____ (initials)

10. SALE OF PROPERTY:

(a) Should Landlord sell the property, Landlord shall on the date of settlement, provide Tenant with written notice specifying:

- 1. the name of the new Landlord;
- 2. the address of the new Landlord and/or Agent;
- 3. telephone number of the new Landlord and/or Agent;
- 4. where rent is to be paid;
- 5. that the security deposit, if any, has been assigned and transferred to the new Landlord who shall be responsible for it.

Tenant agrees and directs Agent for Landlord to transfer all monies held, if any, for tenant to a new owner/landlord or agent.

(b) Tenant understands that Landlord will not have any further responsibility in this Lease after the property is sold to a new owner.

(c) Landlord shall require the buyer of the property, as a condition of sale, to assume all obligations of Landlord, in writing, under this Agreement.

11. RULES AND REGULATIONS:

(a) Any and all rules and regulations attached must be in writing and must be consistent with the terms and conditions of this Lease.

(b) Landlord shall not make a rule or regulation after this Lease has ben signed, unless it is in the best interest of Tenants or others health, safety and welfare.

12. NO PETS:

Tenant will not keep any pets on the property, or in the building of which it is a part, without first getting the written permission of Landlord.

13. TENANT AGREES:

Tenant and all persons on the property with Tenants permission, shall:

(a) obey governmental building and housing regulations as they apply to Tenants;

_____ (initials)

- (b) keep the property clean and safe;
- (c) remove from the property all trash, garbage, rubbish and other waste in the manner established by Landlord and/or laws or government regulations;
- (d) use in a responsible manner all electrical, plumbing, sanitary, heating, ventilating, air condition, and other facilities and appliances included, where applicable, elevators in the property.
- (e) not deliberately or carelessly destroy, deface, damage, impair, or remove any part of the property or the building containing the property or knowingly permit his/her invitees, licensees or agents to do so;
- (f) behave in a manner that will not unreasonably disturb the neighbors' peaceful enjoyment of the property;
- (g) make no changes to the property including, but not limited to, painting, rebuilding, removing or repairing, without the written permission of the Landlord. Any improvement made to the property shall belong to the Landlord unless otherwise agreed to in writing;
- (h) promptly notify Landlord of all necessary repairs;
- (i) not keep dangerous or flammable materials on the property;
- (j) permit Landlord or Landlord's business people, including prospective buyers (NOT prospective Tenants) to enter the property at reasonable hours for any reasonable and lawful purpose. Landlord shall give Tenant at least twenty-four hours' notice of Landlord's intent to enter the property. The notice shall state the date, expected time, and reason for the entry. In the event of an emergency, Landlord may enter the property without the 24-hour notice. If tenant is not present for the emergency entry, Landlord shall notify Tenant within twenty-four (24) hours of the date, time and reason for the entry.
- (k) permit Landlord to show the property to prospective tenants, at reasonable times, after Landlord or Tenant has given written notice to end this Lease. No showing may take place unless Tenant is present or has had a reasonable opportunity to be present. Tenant may refuse to let a prospective tenant in the property who is not accompanied by Landlord, Landlord's Agent or a representative of Landlord, or who does not have a letter of permission from Landlord to see the property.

_____ (initials)

(l) Permit Landlord to place for sale, rent or informational signs on or near the property to inform the public that the property is available for sale or rent.

(m) move out peaceably when the lease is ended.

(n) understand that Landlords is not required to make repairs caused by Tenant's unreasonable, careless or willful conduct or similar conduct by any other person on the Property with Tenant's permission.

(o) obey all rules and regulations attached, if any.

14. **LANDLORD AGREES TO:**

(a) keep the property and common areas in reasonable condition and as required by law or government regulation;

(b) keep the roof, windows, doors, floors, steps, porches, walls, ceilings an all other structural components of the property in good repair and working order;

(c) keep all electrical, plumbing, sanitary drainage, heating, water heating, air conditioning, ventilating, elevator and security systems, and all other facilities, appliances and services supplied or required to be supplied by Landlord, in good working order and safe condition;

(d) keep the property reasonably free from insects, rodents and pests (this provision shall not apply to a single family dwelling);

(e) supply heat (if stated in lease), as required by regulation, unless the failure to provide heat is due to circumstances beyond Landlord's control;

(f) not increase rent or decrease services or threaten to evict Tenant because:

1. Tenant has complained to a governmental agency about the enforcement of a building or housing code;
2. Tenant has complained to Landlord of a violation of a building or housing code;
3. Tenant has organized or become a member of a tenant's organization;
4. Tenant has exercised any other legal right in a lawful manner.

_____ (initials)

15. IF TENANT BREAKS LEASE:

(a) Landlord will give Tenant five (5) days written notice to move out of the property for failure to pay rent or charges when due. This lease shall then end on the fifth day, and Landlord may file a complaint to evict on the sixth day, as provided by law and/or regulation;

(b) Landlord will give Tenant five (5) days written notice to correct any action that breaks the terms of this lease agreement (other than not paying rent or charges). If Tenant does not make the corrections, Landlord may give Tenant five (5) days written notice to end the Lease. On the sixth day, Landlord may file an eviction complaint against the Tenant.

(c) If Tenant breaks this lease for any reason, and the Agent or Landlord hires an attorney to start an eviction action for said breach, Tenant agrees to pay the Agent or Landlord all reasonable attorney's fees and costs incurred.

(d) Landlord may take any remedies, including legal action for charges or rent that might be due in the future whether or not the lease has been ended and Tenant has moved out of the property.

16. SECURITY:

As Provided in the Pennsylvania Landlord and Tenant Act, if Tenant has paid a security deposit to Landlord or Landlord's Agent:

(a) the deposit may not be more than two (2) months' rent for the first year and not more than one (1) month's rent in later years. After five (5) years, the deposit may not be increased even if the rent is increased.

(b) Landlord will hold the security deposit in escrow. If it is more than \$100.00, it shall be deposited into a bank escrow account. Tenant will be notified of the Bank where it is deposited. Tenant will be paid interest where required by the Pennsylvania Landlord and Tenant Act.

(c) Landlord may apply the security deposit to unpaid rent and/or damages, except for normal wear and tear, for which Tenant is responsible.

(d) Landlord may apply the Security Deposit to fill the oil tank, for which the Tenant is responsible.

_____ (initials)

(e) when Tenant moves out of the property, Tenant shall give all keys and a written notice of Tenant's new address to the Landlord. Landlord, within the next thirty (30) days, shall provide Tenant with a written list of amounts deducted from the security deposit for damages and unpaid rent and shall return the remainder of the security deposit with any applicable interest.

17. GOVERNMENT TAKES PROPERTY:

If part or all of the property is taken (condemned) by any governmental entity or any other authority, the rent shall be reduced proportionately, or the lease will end altogether if all the property is taken or is unusable. No money paid to Landlord for the property shall belong to Tenant. This shall also apply if all or party of the property is sold or transferred to the authority. Upon any such taking, sale or transfer, Tenant shall peaceably move out of all or part of the property as notified, or be evicted.

18. SUBLEASING AND ASSIGNMENT:

This lease shall be binding upon, and shall pass to the benefit of the respective heirs, executors, administrators, successors and/or assigns, of the parties, provided, however, that Tenant shall not transfer this lease, or sublet the property or any part of it, without first getting the written permission of Landlord. Landlord shall not unreasonably withhold his/her consent.

19. SUBORDINATION:

This Lease is subject and subordinate to the lien of any mortgage now on or hereafter placed on the property or on the premises of which the property is a part. If this is a sublease, it is also subject and subordinate to the terms of any prior lease which covers the property or the premises of which the property is a part. If any legal documents are necessary to make this subordination effective, Tenant agrees to sign and acknowledge such documents if and when given to Tenant.

20. MEDIATION:

Both Tenant and Landlord may agree to submit any dispute concerning this lease agreement to any dispute resolution system adopted by the local board of Realtors, or offered by other professional mediators or arbitrators, by signing an addendum to this Agreement that provides for mediation or by signing an agreement to mediate if and when a dispute arises.

(initials)

21. INSURANCE AND RELEASE:

(a) TENANT UNDERSTANDS THAT:

- 1. LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY OR GUESTS;
- 2. TENANT MUST HAVE FIRE AND LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY, AND GUESTS WHO MAY BE INJURED WHILE ON THE PROPERTY;

(b) In the event there is any injury or damage to any person or personal items in the rented property, Tenant hereby;

- 1. releases Landlord from all liability; and
- 2. agrees to pay any loss or claim in any portion of the rented property unless such injury or damage is caused by or results from the carelessness of Landlord.

22. LOSS BY TENANT OR GUESTS:

Tenant agrees to pay any loss caused to Landlord by Tenant, Tenant's family, guests, visitors, agents and employees.

23. CAPTIONS:

The captions used herein are for the purpose of convenient references only and are not intended to express the full meaning of the clauses they introduce.

24. ENTIRE AGREEMENT:

This Lease is the final and complete agreement between Landlord and Tenant. Neither Landlord nor Tenant will rely on any spoken or written promise, made by any party, that is not written in this Lease.

_____ (initials)

Notice to parties: when signed, this Agreement is a binding contract. Parties to this transaction are advised to consult an attorney before signing if they desire legal advise.

WITNESS:

TENANT

DATE: _____

DATE: _____

WITNESS:

LANDLORD

DATE: _____

DATE: _____

RECEIPT OF LEASE

Landlord and Tenant understand that this is Part Two of a two-part lease. I/we acknowledge receipt of one exact copy of this part 1 and part 2 lease.

WITNESS:

TENANT

DATE: _____

DATE: _____

LESSEE IS AWARE AND AGREES TO THE FOLLOWING:

1. Lessee will pay all utilities for the property. Upon vacating the property, the Security Deposit will be returned only after evidence that all utilities are paid in full. This applies to water, sewer, trash and refuse only.
2. Lessee is aware that the Security Deposit may not be used for the last months rent upon vacating the property. The Security Deposit is held for any possible damage repairs needed to the property upon vacancy by the Lessee.
3. Lessee is aware that if rent is not paid in full, including the late penalty, by the 15th of the month, they will be requested to vacate the premises within thirty (30) days.
4. Lessee will notify _____ as soon as they become aware of a problem that requires immediate attention, such as broken pipes, clogged pipes, furnace not working, etc.
5. Lessee is responsible for lawn care and agrees to maintain the lawn at a height no greater than six (6) inches.
6. Lessee is responsible for snow removal.
7. Lessor and Lessee agrees that timely payment of rent is of the essence of this Lease Agreement. If the rent is not paid by the first of the month, than the Lessee agrees to pay a late penalty of \$5.00 per day, to compensate the Lessor for additional administrative costs, expenses and damages because of the Lessee's late payment. If payment of rent is made by mail, the date of payment shall be the post-marked date if mailed first class, postage prepaid to the address designated in this Agreement.
8. Rental payments shall be made by the Lessee to the Lessor at its home without prior demand, in cash or by check, on or before the first of each month. No post-dated checks will be accepted by Lessor as rental payment. If payment shall be made by a personal check by Lessee or by another for the benefit of the Lessee, which said check is dishonored or unpaid by the checkmaker's bank for any reason whatsoever, except through the fault or neglect of Lessor, Lessee shall pay to Lessor an administrative reimbursement fee of \$25.00 to cover the costs of processing the dishonored check. If a rental check is dishonored or unpaid, Lessee shall be deemed to be in default under this Lease Agreement and shall be subject to late charges as further provided in this Lease Agreement. During the term of this Lease Agreement or any extension or renewal

_____ (initials)

thereof, if any rental payment made by check is dishonored or returned for any reason whatsoever, all future payments of rental by the Lessee must be by certified funds, cash, or postal money order and tender of rental if any other form shall not be accepted by Lessor.

9. Lessee is aware that a Smoke Detector Addendum is part of this Lease.

10. Lessee is aware that Use of Illegal Drugs Addendum is part of this Lease.

11. No Lessee shall make or permit any disturbing noises to be made in the residence by himself, members of his family, guests, his agents, servants or licensees; nor do permit anything to be done that will interfere with the rights, comforts or convenience of neighbors.

IN WITNESS WHEREOF, the parties hereto, including to be legally bound hereby, have hereunder set their hands and seals the day and year first above written.

WITNESS:

TENANT

WITNESS:

LANDLORD

SMOKE DETECTOR ADDENDUM

PROPERTY ADDRESS: _____

NAME OF LESSEE: _____

The above-named Lessee acknowledges the presence of the following smoke detectors at the property referenced above:

Lessee acknowledges the smoke detectors listed to be in working order as of this date. Lessee is responsible for periodically checking smoke detectors to see that they are in working order and Lessee is responsible for replacing new batteries as they are needed.

WITNESS: _____ TENANT _____ DATE: _____

_____ _____ DATE: _____

WITNESS: _____ LANDLORD _____ DATE: _____

ADDENDUM TO LEASE USE OF ILLEGAL DRUGS

The occurrence of any of the following shall constitute a default under this Lease, and shall subject the Tenant to all remedies allowed by law or by this Lease for default.

- A. The conviction of the Tenant or any other occupant of the leased premises for the illegal sale or distribution of any drug in violation of "The Controlled Substance, Drug, Device and Cosmetic Act", or any other act governing illegal drugs or controlled substances upon any portion of the leased premises or upon the land or building contained in the leased premises.
- B. Any violation by the Tenant or by any other occupant of the leased premises of any of the provisions of "The Controlled Substance, Drug, Device and Cosmetic Act" or any other law governing illegal drugs or controlled substances.
- C. The application made by the Tenant or any other occupant of the leased premises, or acceptance of any such person in the "Probation without Verdict" program, the "Accelerated Rehabilitative Disposition" program, or any similar program related to a drug violation or offense.
- D. The seizure by law enforcement officials of any illegal drugs on the leased premises.

WITNESS:

TENANT

DATE: _____

DATE: _____

WITNESS:

LANDLORD

DATE: _____

**LEAD DISCLOSURE ADDENDUM TO LEASE
IF PROPERTY WAS BUILT BEFORE 1978**

PROPERTY: _____
LANDLORD: _____
TENANT: _____
DATE OF LEASE: _____

LANDLORD AND TENANT HAVE READ THE FOLLOWING LEAD HAZARD NOTICES:

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

LEAD HAZARD DISCLOSURE REQUIREMENTS: In accordance with the residential Lead-Based Paint Hazard Reduction Act, any landlord of property built before 1978 must provide the tenant with an EPA-approved lead-hazards information pamphlet titled Protect Your Family from Lead in Your Home and must disclosure to the tenant and the Agent for Landlord the known presence of lead-based paint and/or lead-based paint hazards in or on the property being rented, including the basis used for determining that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces. Any landlord of a pre-1978 structure must also provide the tenant with any records or reports available to the landlord pertaining to lead-based paint or lead-based paint hazards in or about the property being rented, the common area, or other residential dwellings in multi-family housing. Housing built in 1978 or later is not subject to the Act.

1. Landlord (check one)

- Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the property; or
- Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.

2. Landlord (check one)

- Landlord has no reports or records about lead-based paint or lead-based paint hazards at the property; or
- Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards at the property. List records and reports: _____

3. Tenant check all that are true:

- Tenant received the pamphlet Protect Your Family from Lead in Your Home,
- Tenant read the information Landlord gave in paragraphs 1 and 2 above;
- Tenant received all records and reports that Landlord listed in Paragraph 2 above.

4. Landlord and Tenant certify, by signing this Addendum, that the information given is true to the best of their knowledge.

WITNESS: _____ TENANT _____ DATE: _____
 _____ DATE: _____

WITNESS: _____ LANDLORD Jerry W Rank DATE: _____

PET CLAUSE

Lessee shall NOT keep any pets in the premises without written consent of Lessor. However, in the event of written consent of Lessor, and in the consideration for Lessor permitting a pet to be kept on the premises, Lessee agrees and covenants:

1. An additional "pet deposit" shall be paid to Lessor in the amount of \$_____.
2. To keep pet under control at all times.
3. to immediately clean up any messes made by pet either inside or outside the premises.
4. To not permit pet to become a nuisance or to disturb other residents. Lessee agrees to remove the pet if it causes a disturbance unacceptable to the Lessor. Upon notification, the pet, if causing a disturbance, will be removed within 72 hours. The Lessee has the option of vacating the property with a thirty (30) day notice if it becomes necessary to relocate the pet.
5. To comply with all municipal ordinances now in effect or which may be enacted during the lease term or any extension thereof.
6. If pet dies or is otherwise disposed of, Lessee will not acquire or replace another pet without prior written consent of Lessor.
7. That the Lessee is fully responsible for any damages and legal liability caused by pet and damages will be repaired and/or replaced at the expense of the Lessee even though the damages exceed the pet deposit.
8. To clean premises and have carpets professionally shampooed, professionally deodorized, and professionally exterminated and to provide receipts for above services at expiration of Lease.

WITNESS:

TENANT

DATE: _____

DATE: _____

WITNESS:

LANDLORD

DATE: _____