

LEASE

THIS LEASE is made ____ day of _____, 20____, by and between _____, (hereinafter collectively referred to as Landlord and _____, (hereinafter collectively referred to as Tenant).

Landlord hereby leases to Tenant premises located at _____ upon the following terms and conditions to wit:

1. RENTAL TERM:

The term of this Lease shall begin on the ____ day of _____, 20____ and end the ____ day of _____, 20____.

2. MONTHLY RENTAL:

Rental for the full Lease term shall be \$_____ which shall be paid in twelve equal monthly installments in the amount of \$_____ per month, with each installment payable in advance on the ____ day of each month for the then current month. All such rental payments shall be due without demand therefore. A penalty of FORTY-FIVE DOLLARS (\$45.00) shall be due for late payment after the due date.

3. USE OF DEMISED PREMISES:

Tenant leases the demised premises for residential purposes for a single occupancy residential dwelling and for no other purpose. Tenant agrees that her/his immediate family shall be the only individuals occupying the Leased Premises. Unless by written permission from Landlord, no other person or persons may occupy the Leased Premises and nothing shall be done upon contrary to the conditions of the policies of insurance upon the building whereby the hazard may be increased or the insurance invalidated. No business lawful or unlawful shall at any time be carried on upon said premises.

4. CONDUCT OF TENANT:

Tenant agrees not to do or to permit any act which shall cause damage to the demised premises or shall interfere with or disturb the peaceful enjoyment of homeowners surrounding the demised premises and Tenant agrees to comply with all obligations imposed upon tenants by state, county or local codes, regulations, ordinances or statutes. Tenant shall keep the Leased Premises in a good state of repair and maintenance as it was at the start of the rental period, less normal wear; and, at the end of expiration of the this Lease Tenant agrees that they shall surrender the premises in like repair and condition with the carpets newly shampooed. The premises are to be kept in clean and sanitary condition and all

trash or other garbage which may accumulate thereon during the term of this Lease shall be removed promptly, and in the case of failure to remove same, the Landlord may have same removed and collect as rent due and in arrears double such cost if removal. Tenant, as his/her sole effort and expense shall keep the front sidewalk and all access ways free of snow and ice.

5. SECURITY DEPOSIT

Tenant shall deposit with the Landlord at the time of execution of this Lease a security/utility deposit in the amount of \$_____ dollars to be held by the Landlord to secure the faithful compliance of the Tenant with all the terms and conditions of this Lease and with the provisions of the Landlord and Tenant Act of 1951 as amended.

6. UTILITIES, OTHER EXPENSES & DUTIES:

Tenant shall be responsible for payment of all utilities on the demised premises as follows: electric, water, sewer, heat, telephone, garbage removal, T.V, Internet, cable. Tenant understands that Landlord does not have renter's insurance.

7. TERMINATION

It is agreed that either party to this Lease may terminate this Lease at the end of any term by giving the other party written notice of termination at least thirty (30) days prior to the end of the then current term. In the event such notice of intent to terminate is not given by either party to the other, this Lease shall continue for another term of one month, and thereafter shall continue on a month to month basis which either party may force immediately prior to the expiration of the then current term; Provided however, that if the Landlord shall give one month written notice prior to the expiration of any term hereby created of his/her intention to change the terms and conditions of this Lease, and the Tenant remains in the premises after the effective date set forth in the notice, the Tenant will be considered as a Tenant under the terms and conditions as provided in such notice. All terms and conditions in existence prior to such notice, which are not inconsistent with or repealed by such notice, shall remain in full force and effect. Should Tenant default in the terms and conditions of this Lease, the rent due for the entire remaining balance of the then current term shall accelerate and become immediately due and owing.

8. LANDLORD'S WARRANTY:

Landlord has rented the Leased Premises in its present "AS IS" condition and without any representation other than those stated in this Lease. Landlord is under no obligation to make repairs, alterations or decorations.

9. INSPECTION

Landlord reserves the right to enter upon the premises at reasonable times and in a reasonable manner to inspect the demised premises and to determine if repairs are needed. Tenant agrees to permit the Landlord to show the premises to other prospective tenants and to permit entry to a prospective purchaser if the premises are offered for sale. The Landlord and Tenant Act of 1951, as amended also allows emergency entry by Landlord.

10. LANDLORDS' REMEDIES

In the event Tenant shall fail to comply with any term or condition of this lease, Landlord shall have the right to:

- (A) recover possession of the Leased premises
- (B) recover the entire balance due of rent reserved for the full term hereof and any other charges due hereunder together with any and all damages caused by and incurred as a result of Tenant's default including reasonable attorney's fees and court costs; and,
- (C) exercise any and all rights accruing to them under the Landlord and Tenant Act of 1951 as amended

11. NOTICE TO QUIT

In any action instituted by Landlord to recover possession of the leased premises, or for non-payment of rent, or for any other reason, Tenant specifically waives her/his right to the fifteen or thirty day Notice to Quit required by the Landlord and Tenant Act of 1951, as amended.

12. ASSIGNMENT AND SUBLETTING

Tenant shall not assign or sublet the demised premises or any part thereof.

13. SEVERABILITY

In the event that any provision of this Lease shall be declared invalid by any Court of this Commonwealth, only such provisions declared invalid shall be null and void and all other provisions not inconsistent therewith shall remain binding and in full force.

14. MISCELLANEOUS

- (A) Landlord will not permit any other type of heat other than that provided on the Leased Premises.
- (B) The Tenant agrees that he or she shall have no pets at the Leased Premises

(C) The stove and/or refrigerator supplied by Landlord at the Leased Premises shall not be replaced or repaired by Landlord if it breaks. If the Tenant desires to get rid of the stove and/or refrigerator whether same are in good repair or broken, he or she shall give the Landlord 15 days written notice of her intention to dispose of same and permit the Landlord access to this appliance to inspect or remove same.

(D) Tenant shall supply all other appliances to the Leased Premises and Landlord shall not be required to provide any appliances.

(E) Tenant shall not make any alterations or improvements to Leased Premises without the written consent of Landlord and any improvements or alterations made shall become the sole and separate property of Landlord at the termination of this Lease without set-off to Tenant.

(F) Tenant understands and acknowledges that Landlord does not have insurance covering Tenants contents in the building and that Tenant is responsible for insuring her/his own contents against fire and other casualty.

(G) In the event that fire or other casualty occurs as the Leased Premises or the Leased Premises is sold, Landlord may immediately terminate this lease and his/her sole option without further liability thereon.

(H) Tenant understands that Tenant is not to store any items of personal property on the property other than in the leased premises.

(I) The legal effect of this agreement shall not be affected by the use of the singular or plural of the masculine or feminine gender to describe parties hereto.

In Witness Whereof, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

TENANT

_____ (Seal)

_____ (Seal)

LANDLORD

_____ (Seal)

