

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 _____ City of _____	
in the School District of _____, in the Commonwealth of Pennsylvania.	

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

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> 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 _____
<input type="checkbox"/> Landlord Agent (Broker represents Landlord only)	<input type="checkbox"/> Licensee(s) is:
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Landlord Agent with Designated Agency
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	<input type="checkbox"/> Landlord Agent without Designated Agency
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

DUAL AND/OR DESIGNATED AGENCY	
<p>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.</p> <p>By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.</p>	

Tenant Initials: _____ / _____ RL Page 1 of 7 Landlord Initials: _____ / _____

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

1. LEASE DATE AND RESPONSIBILITIES

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

2. CO-SIGNERS

Co-signers: _____

Each Co-signer is individually responsible for all obligations of this Lease, including Rent, 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. PROPERTY CONTACT INFORMATION

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

Payable to: _____ Phone: _____ Fax: _____
Address: _____

Maintenance Requests

Contact: _____ Phone: _____ Fax: _____
Address: _____

Email _____ Website _____

Emergency Maintenance Contact

Contact: _____ Phone: _____
Email _____ Website _____

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

(A) Starting Date: _____, at _____ a.m. p.m.
(B) Ending Date: _____, at _____ a.m. p.m.

5. RENEWAL TERM

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

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

(B) If notice is given later than required, Rent is due for the entire term of the Renewal Term.
(C) Any renewal will be according to the terms of this Lease or any changes to it.

6. RENT

- (A) Rent is due in advance, without deduction or before the _____ day of each month (Due Date).
- (B) The amount of Total Rent due during this term is: \$ _____
- (C) The Rent due each month is: \$ _____
- (D) If Rent is more than _____ days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$ _____
- (E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is treated as the Lease in the same way as failing to pay the regular Rent.
- (F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due. If there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that would be due next.
- (G) Tenant will pay a fee of \$ _____ for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.
- (H) Landlord will accept the following methods of payment: (Cash) (Money Order) (Personal Check) (Credit Card) (Cashier's Check) (Other: _____)
Landlord will accept all other reasonable methods of payment if a method fails (check bounces, credit card is declined, etc.).
- (I) The first \$ _____ of Rent due will be made payable to _____ (Broker for Landlord, if not specified). Security Deposit will be made payable to Landlord, or Landlord's representative.
- (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

7. PAYMENT SCHEDULE

(A) Security Deposit will be held in escrow by Landlord, unless otherwise stated here _____
at (financial institution) _____
Financial institution Address: _____

	Due Date	Paid	Due
Security Deposit:		\$ _____	\$ _____
(A) Landlord's Rent:		\$ _____	\$ _____
(B) Other:		\$ _____	\$ _____
(C) Other:		\$ _____	\$ _____
Total Rent and security deposit received to date:		\$ _____	\$ _____
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 remedies are to:
- 84 1. Change the Starting Date of the Lease to the date the 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 representative may enter the Property at reasonable hours to inspect, repair,
- 90 or show the Property. Tenant does not have to allow 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 _____ 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 _____ 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, lock boxes, and take pictures and video on or near Property.

96 **12. RULES AND REGULATIONS**

- 97 (A) Rules and Regulations for the Property and common areas are attached.
- 98 Homeowners Association 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 Rules and Regulations if the change benefits the Tenant or improves the health, safety, or
- 101 welfare of others. Landlord agrees to make all changes to Tenant in writing.
- 102 (D) Tenant is responsible for Tenant's family, 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 have pets on any part of the Property, unless checked below. Service animals are not pets.
- 107 Tenant may have 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: _____

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 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 type="checkbox"/>	Cooking Gas/Fuel	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/>	<input type="checkbox"/>	Heat _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>
133	<input type="checkbox"/>	<input type="checkbox"/>	Hot Water _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>
134	<input type="checkbox"/>	<input type="checkbox"/>	Cold Water	<input type="checkbox"/>	<input type="checkbox"/>
135	<input type="checkbox"/>	<input type="checkbox"/>	Trash Removal	<input type="checkbox"/>	<input type="checkbox"/>
136	<input type="checkbox"/>	<input type="checkbox"/>	Recycling Removal	<input type="checkbox"/>	<input type="checkbox"/>
137	<input type="checkbox"/>	<input type="checkbox"/>	Sewage Fees	<input type="checkbox"/>	<input type="checkbox"/>
138	<input type="checkbox"/>	<input type="checkbox"/>	Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/>
139	<input type="checkbox"/>	<input type="checkbox"/>	Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/>
140	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

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 in a manner 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, including painting or remodeling, without the written permission of Landlord. Tenant agrees
156 that any changes or improvements that belong to the Landlord.
 - 157 5. Perform any maintenance 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 cost 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 install 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 severely damage or destroy the Property.
- 174 (B) If the Property is severely damaged or destroyed 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.

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. A Landlord of a pre-1978 structure
 191 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 multiple-unit 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 provides insurance policies providing at least \$ _____ property insurance and
 219 \$ _____ liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured
 220 while on the Property. Tenant will 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 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 damages. These damages will be equal to 3 times the monthly Rent plus any lodging expenses of
 228 the new occupant, plus attorney fees, paid on a daily basis without demand.

229 23. **TENANT ENDING LEASE EARLY**

230 Tenant may not end the 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 Tenant gives Landlord at least _____ days written notice, **AND**
- 235 Tenant pays Landlord a Termination Fee of _____.

236 24. **ABANDONMENT**

- 237 (A) If Tenant abandons the Property if:
- 238 1. Tenant has physically vacated the premises, removed substantially all personal property, OR
- 239 2. Landlord 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 re-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 at the 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 disposal and 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 reasonable costs, including the cost for Landlord and Landlord's agent to attend court hearings.
 - 254 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.
 - 255 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
- 256 (B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice, unless otherwise required by local ordinance.

257 _____ (Tenant Initials) **TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO NOTICE TO MOVE OUT UNLESS**

258 **A DIFFERENT PERIOD FOR PROVIDING NOTICE IS STATED HERE:** _____

- 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 (to another person) the Property or any part of the Property without 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 this Lease if Landlord gives written notice to Tenant at least _____ days prior to the Settlement Date of the Property as defined in the agreement of sale. Tenant will be entitled to any payment of damages.

- 277 **28. IF GOVERNMENT TAKES PROPERTY**
- 278 (A) The government or other public authority may take the 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 is taken or is no longer usable, Tenant will move out and Landlord will return to Tenant any unused Security Deposit or prepaid Rent.
- 281 (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 a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; 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 the Tenant. If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will pay Tenant immediately if Owner or Landlord receive a notice of foreclosure.
- 289 **TENANT WAIVES OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE 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 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 **ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications made during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant.

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 _____
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 and 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 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 also give Landlord gives Tenant the information required by the Act.

339 **BROKER FOR LANDLORD** (_____) _____
340 **ACCEPTED BY** _____ **DATE** _____

341 **BROKER FOR TENANT** (_____) _____
342 **ACCEPTED BY** _____ **DATE** _____

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

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

346	other by _____			
347	_____	CURRENT LANDLORD	_____	DATE _____
348	WITNESS	CURRENT LANDLORD	_____	DATE _____
349	WITNESS	NEW LANDLORD	_____	DATE _____
350	WITNESS	NEW LANDLORD	_____	DATE _____