

MANAGEMENT SERVICES



PROPERTY MANAGEMENT
REDEFINED
(844) 467-6700
WWW.GOPMR.COM

RESIDENTIAL PROPERTY MANAGEMENT AND LEASING SPECIALISTS
SERVING
BUCKS, CHESTER, DELAWARE, MONTGOMERY, AND PHILADELPHIA



649 2nd Street Pike
Southampton, PA 18966

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Property Management Services

Management Consultation: A member of Property Management Redefined LLC will meet you at your investment property to review our services, your expectations, and the property. At this time, we review the management contract and leasing services.

Determining Rental Rate: Using a market analysis of your investment property, taking into account neighborhood and market factors, we set the market rental price for your property helping to keep it competitive.

Marketing Your Property: We list your investment property on TREND's Multiple Listing Service (MLS), putting your rental in front of over 29,000 real estate professionals spanning Pennsylvania, New Jersey, Delaware. We also market your listing to consumers through MyNewPlace, HotPads, Zillow, Trulia (Rentals), Trulia (For Sale), Rental Home Pros, Apartment List, Rentals.com, Zumper, Homes.com, Livelovely, Apartments.com, and our site, Gopmr.com. Starting 60 days prior to the property being available for rent, we will post all internet listings, place a for rent sign on the property, and publish the property to the MLS with a minimum 12-month lease requirement. We strongly encourage owners to allow pets on a case-by-case basis, noting an additional monthly fee, opening the property to a larger pool of potential tenants. We recommend collecting a fee as follows monthly:

- Dogs max weight 25 lbs (breed restrictions apply)
- \$350.00 Pet Fee - Per pet - Dog; Cats
- \$35.00 per pet (monthly, per pet) rent maximum 2 pets allowed

Showing Your Property: Besides our office leasing agents, we allow agents of other offices to show your property maximizing the exposure your property receives.

Tenant Application: Tenants are invited to apply using our tenant application available on our website. There is a \$50 fee for a tenant application, where we collect financial information, employment information, and references to help qualify the tenant. Our office follows-up with all the references listed, verifies the tenant's employment, and evaluates their salary and credit report. We use a 40% debt-to-income ratio including the cost of housing (rent and utilities) to qualify the tenant. The information is then consolidated and we make a recommendation on tenant suitability. Tenant selection always remains your final choice.

Lease: Property Management Redefined LLC uses the Pennsylvania Association of Realtors® Residential Lease which in addition to containing provisions for protecting your investment, is regularly updated by PAR legal counsel with the latest requirements and protections under law. We will always seek a twelve-month minimum lease unless otherwise instructed.

Tenant Handbook: We provide for each tenant a copy of our Tenant Handbook explaining their responsibilities and management's expectations of the tenant. The Tenant Handbook also outlines what Tenants can expect from Property Management Redefined LLC.

Rent: Communication is key. By maintaining an open dialogue with tenants, we seek to prevent a change in circumstances becoming a collection event. If a problem arises, our procedures seek to minimize income loss.

Inspection: Prior to tenant move-in, we compile a report thoroughly documenting the interior and exterior condition of the property. Interim inspections are conducted throughout occupancy, provided to you via e-mail and portal. A final inspection is made after the tenants have vacated the rental. This is part of our dedication to proactive management and maintenance, helping to keep your home in optimal rental condition for the duration of our management.

Maintenance, Repairs, and Preventative Maintenance: Property Management Redefined LLC provides prompt response to any issues that may develop in the home. This helps to maintain tenant happiness and encourage the swift reporting of maintenance needs by the tenant. We never want a small problem to become a large problem; through regular inspections and tenant maintenance requests, we seek to achieve this philosophy. Our handbook helps to outline when a tenant is responsible for maintenance needs. If a maintenance item beyond tenant responsibility arises, we will facilitate the appropriate vendor to perform the work. We will then pay the bill and charge your account for the work. Any repair over the specified maximum, we will solicit bids and present them for your selection.

Accounting: Property Management Redefined LLC is pleased to offer electronic disbursement of net proceeds monthly. We will initiate a payment to your account on the 15th of each month, provided the day is on a business day. Holidays or weekends may delay payment. We provide a monthly statement for your review, outlining all revenue and expenses associated with your property. At year-end, we provide a summary of the past year's revenue and expenses. All invoices are made available through our owner portal for your review. 1099s are also submitted on your behalf to the IRS, as required.



Fee Schedule

Management Fee: Charged on collected rent:

House, Townhouse, Multi-Unit: The greater of 8% of monthly rent or \$125 a month.

Condominiums: The greater of 9% of monthly rent or \$150 a month.

There is no management fee charged when your property is vacant. We do offer a discount based on number of properties managed.

Leasing Fee: Charged upon placement of tenant found by Property Management Redefined LLC. The amount is equal to one month's rent of the signed lease. In the event of a multi-year lease, the amount is one month's rent of the signed lease + 25% of one month's rent for each additional year or fraction thereof.

Leasing Fee Purpose: We pay a large amount of this fee to the agent who procured an applicant you accept. If you are capable of sourcing a prospective renter from your base of friends, family, and colleagues, we are happy to process them for an administrative fee of \$350. We will run all the standard checks as if they were brought to us by an agent.

Lease Extension Fee: Charged upon extension of original lease. The fee is 25% of one month's rent for each additional year or fraction thereof.

Marketing Fees: All marketing fees involved with the advertising of your property for lease are included in the leasing fee. These charges cover the cost for publishing the listing to TREND MLS, MyNewPlace, HotPads, Zillow, Trulia (Rentals), Trulia (For Sale), Rental Home Pros, Apartment List, Rentals.com, Zumper, Homes.com, Livelovely, Apartments.com, and our site, Gopmr.com.





649 2nd Street Pike
Southampton, PA 18966

Management Agreement

PROPERTY MANAGEMENT AGREEMENT

PMA

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

1 Broker (Company) _____ Licensee(s) (Name) _____
2 _____
3 Company Address _____ Direct Phone(s) _____
4 _____ Cell Phone(s) _____
5 Company Phone _____ Fax _____
6 Company Fax _____ Email _____
7 Owner _____
8 _____
9 Owner's mailing address _____
10 _____
11 Phone _____ Fax _____
12 E-mail _____
13 **Owner understands that this Property Management Agreement is between Broker and Owner.**
14 **Does Owner have a Property Management Agreement for this Property with another broker?** ☐ Yes ☐ No
15 **If yes, explain:** _____
16 **1. PROPERTY**
17 Address _____ ZIP _____
18 Municipality (city, borough, township) _____
19 County _____ School District _____
20 Zoning _____
21 Present Use _____
22 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) _____
23 _____
24 **2. STARTING & ENDING DATES OF PROPERTY MANAGEMENT AGREEMENT (ALSO CALLED "TERM")**
25 (A) No Association of REALTORS® has set or recommended the term of this contract. Broker and Owner have discussed and
26 agreed upon the term of this Agreement.
27 (B) **Starting Date:** This Agreement starts when signed by Broker and Owner, unless otherwise stated here: _____
28 (C) **Ending Date:** This Agreement ends at 11:59 PM on _____
29 **3. RENEWAL TERM**
30 (A) This Agreement will AUTOMATICALLY RENEW at the Ending Date of this Agreement or at the end of any Renewal Term for
31 the Renewal Term selected below, unless Broker or Owner gives at least _____ days (30 if not specified)
32 written notice before Ending Date or before the end of any Renewal Term:
33 ☐ Month-to-month
34 ☐ One year
35 ☐ Other _____
36 (B) This Agreement will TERMINATE on the Ending Date if no Renewal Term has been selected above.
37 (C) Any renewal will be according to the terms of this Agreement or any written changes to this Agreement.
38 **4. AUTHORITY OF BROKER**
39 Owner authorizes Broker to perform the services selected below or described elsewhere in this Agreement:
40 ☐ Collect all rents and additional charges (such as late fees, bounced check fees) from tenants when such amounts become due
41 ☐ Collect and account for security deposits in accordance with applicable law
42 ☐ Draw from the management account to pay all compensation due to Broker under this Agreement (see Broker Fees paragraph)
43 ☐ Draw from the management account to pay utilities and expenses on behalf of Owner (see Utilities and Expenses paragraph)
44 ☐ Write and amend leases on behalf of Owner
45 ☐ Renew leases on behalf of Owner
46 ☐ Execute and terminate leases on behalf of Owner
47 ☐ Negotiate and settle disputes with tenant
48 ☐ Institute legal proceedings and carry out eviction proceedings against a tenant before a magisterial district justice (see Legal paragraph)
49 ☐ Make inspections of the Property Broker feels necessary and report the condition of the Property to the Owner
50 ☐ Contract for the performance of maintenance (see Maintenance paragraph)
51 ☐ Turn utilities on and off (see Utilities and Expenses paragraph)
52 ☐ Keep and use lock boxes; copy, hold and distribute keys; and change locks
53 ☐ Screen, approve and deny potential tenants
54 ☐ Other _____

55 Broker/Licensee Initials: _____/_____

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Owner Initials: _____/_____



Property Managed Redefined LLC, 649 2nd Street Pike, Unit D Southampton, PA 18966
John Sacks-Wilner

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7/13

Phone: (844)467-6700 Fax:

56 **5. MAINTENANCE**

- 57 (A) If elected in Paragraph 4, Broker may, at Owner's expense, hire contractors to perform any maintenance (upkeep, repairs and ren-
58 ovations) that Broker deems necessary to preserve the Property in its present operating condition, comply with lease requirements,
59 governmental regulations and/or insurance requirements. Broker may only contract for the performance of maintenance up to
60 \$ _____ (\$250 if not specified) per single instance without prior permission from Owner. Instances costing more than the
61 amount in this paragraph must have prior approval by Owner.
- 62 (B) In the case of an emergency, Broker may, at Owner's expense, perform maintenance without prior approval, even if it exceeds the
63 dollar amount in paragraph 5(A). An emergency is an action required to be taken immediately to avoid the suspension of any
64 essential service to the Property, or to avoid, eliminate or remedy a risk of serious bodily harm to an individual lawfully on the
65 Property.
- 66 (C) Broker will make available to Owner documentation for any maintenance that is performed.
- 67 (D) Broker's fee for performing maintenance, per instance, is:
68 ☐ \$ _____
69 ☐ _____ % of the maintenance cost
70 ☐ Other _____

71 **6. BROKER FEES**

- 72 (A) Broker's Fee is _____ % of gross rental income, or \$ _____ per month (\$ _____ per year),
73 whichever is greater.
- 74 (B) Broker's Administrative Fee is _____
- 75 (C) Other _____
- 76
- 77 (D) Owner will reimburse Broker for any expenditures made on behalf of Owner in managing and maintaining the Property. Broker
78 will provide owner with supporting documentation, such as receipts or invoices, where possible.
- 79 (E) Broker may deduct Broker's Fee and all other fees and reimbursements described in this paragraph from gross receipts and col-
80 lections received before remitting the balance of the receipts and collections to Owner.

81 **7. INSURANCE**

- 82 Owner shall purchase and maintain, at Owner's expense, comprehensive general liability insurance coverage with a minimum com-
83 bined single limit for bodily injury, personal injury and property damage in scope and amounts adequate to protect the interests of
84 Owner and Broker, but not less than \$ _____. Such insurance shall include Broker as an additional insured and
85 shall require at least thirty (30) days advanced written notice of cancellation or non-renewal be given to Broker. Broker has advised
86 Owner to consult with his insurance broker and/or agent to determine additional coverages and amounts of coverage advisable for
87 Owner's protection. Broker cannot institute an insurance claim on Owner's behalf.

88 **8. LIABILITY AND INDEMNIFICATION**

- 89 (A) Brokershall not be liable for any act, omission or error of judgment, nor shall Broker be liable for any condition, change, deterio-
90 ration, defect of the property, or failure of any of its systems unless Broker is guilty of gross negligence or intentional misconduct.
- 91 (B) Owner shall indemnify, defend and hold harmless Broker, its principals, and employees from any liability imposed upon Broker,
92 adjudicated or otherwise, by (a) all claims and suits for damages arising in connection with or in any manner relating to the
93 Property including, but not limited to, the management of the Property, (b) liability for injuries suffered by any person in or about
94 the Property including, but not limited to, adjacent curbs and sidewalks (c) liability for property damage, and (d) all costs and
95 expenses, including counsel fees for attorneys of Broker's choosing, in connection with the foregoing.

96 **9. OWNER REPRESENTATIONS**

- 97 (A) Owner will provide Broker:
98 1. All documents and information that are deemed necessary by the Broker to properly manage the Property including, but not
99 limited to, a survey, building plans and specifications, deed, variance or special exception approval, tenant leases, existing
100 security deposits, rental license, rental registrations documents, permits, and a list of current service providers, as applicable.
- 101 2. Keys and access to the Property
- 102 (B) Owner will:
103 1. Complete, amend and deliver to Broker any disclosures or notices required by law or a lease of the Property
104 2. Notify Broker if Owner becomes delinquent in the payment of: any mortgage or other encumbrance secured by the Property,
105 property taxes, property insurance and/or Owners' Condominium or homeowner's association fees.
106 3. Refer all communication about property management to Broker.
- 107 (C) Owner will not:
108 1. Negotiate with any current tenant in the Property concerning any matter related to the management of the Property without
109 Broker's prior written approval
110 2. Enter into a property management agreement with another broker that begins before the Ending Date or the end of any Renewal
111 Term of this Agreement
- 112 (D) Owner will notify Broker immediately if Owner receives any notice of foreclosure. Owner has not received any foreclosure
113 notice(s), unless otherwise stated here: _____
114

115 Broker/Licensee Initials: _____ / _____

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Owner Initials: _____ / _____

116 **10. RESERVES**

- 117 (A) At the Start Date of this Agreement, Owner will deposit a Reserve Amount of \$ _____
 118 (0 if not specified) with Broker to be held in a rental management account for Owner.
 119 (B) Broker may, at Broker's discretion, use the reserve to pay any expense related to the leasing and management of the Property.
 120 (C) If the rental management account balance falls below the Reserve Amount, Broker will notify Owner. Within _____ days
 121 (5 if not specified) Owner will restore the rental management account balance to the Reserve Amount.
 122 (D) If Owner does not restore the rental management account balance as required, Broker may deduct and deposit into the account
 123 the amount(s) necessary to restore the Reserve Amount.

124 **11. DISBURSEMENT**

- 125 (A) Broker will disburse the Disbursement Amount to Owner on the _____ (last if not specified) day of the month. The
 126 Disbursement Amount is calculated by subtracting any expenses and the Reserve Amount from the balance of the account.
 127 (B) All disbursements will be made by check or electronic transfer, unless stated here: _____
 128 _____

129 **12. BANKRUPTCY**

- 130 (A) Broker shall not be held liable in the event of bankruptcy or failure of the depository bank or savings and loan institution in
 131 which the monies due the Owner are deposited.
 132 (B) Broker shall not be held liable in the event of bankruptcy of Owner.

133 **13. LEGAL**

134 Owner specifically authorizes Broker to send notices to tenants, and institute legal proceedings before a magisterial district justice
 135 to enforce the terms and obligations of the lease, such as collecting past due rent and recovering possession of the property from
 136 defaulting tenants.

137 **14. UTILITIES AND EXPENSES**

138 Owner and Broker agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is
 139 not marked as being paid by the Broker, it is the responsibility of Owner to pay for that service. **Broker will not be responsible for**
 140 **paying for any utilities or service costs that exceed the balance of the rental management account.** Broker is not responsible
 141 for loss of service if interrupted by circumstances beyond the Broker's control. Utility accounts paid by Owner must remain active
 142 in Owner's name until the Ending Date or the end of any Renewal Term. Owner will notify Broker if Owner receives any notices
 143 from utility companies of a pending termination of service. Owner will be in default of this Agreement if all utilities and services for
 144 which Owner is responsible do not remain active.

145	Broker	Owner		Broker	Owner
146	pays	pays		pays	pays
147	<input type="checkbox"/>	<input type="checkbox"/>	Cooking Gas/Fuel	<input type="checkbox"/>	<input type="checkbox"/>
148	<input type="checkbox"/>	<input type="checkbox"/>	Cable/Satellite Television	<input type="checkbox"/>	<input type="checkbox"/>
149	<input type="checkbox"/>	<input type="checkbox"/>	Heat _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>
150	<input type="checkbox"/>	<input type="checkbox"/>	Parking Fee	<input type="checkbox"/>	<input type="checkbox"/>
151	<input type="checkbox"/>	<input type="checkbox"/>	Trash Removal	<input type="checkbox"/>	<input type="checkbox"/>
152	<input type="checkbox"/>	<input type="checkbox"/>	Recycling Removal	<input type="checkbox"/>	<input type="checkbox"/>
153	<input type="checkbox"/>	<input type="checkbox"/>	Sewage Fees	<input type="checkbox"/>	<input type="checkbox"/>
154	<input type="checkbox"/>	<input type="checkbox"/>	Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/>
155	<input type="checkbox"/>	<input type="checkbox"/>	Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/>
156	<input type="checkbox"/>	<input type="checkbox"/>	Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>
157	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Homeowners Association Fee	<input type="checkbox"/>	<input type="checkbox"/>
158	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
				</	

158 Comments: _____
 159 _____
 160 _____

161 **15. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

162 Your attention is directed to the provisions of the Pennsylvania Human Relations Act, Act of October 27, 1955, as amended (43 P.
 163 S. § 951 et seq.). This law prohibits discrimination because of race, color, sex, religion, ancestry or national origin in the selling,
 164 leasing or financing of residential housing. All housing offered for sale is subject to the provisions of the law. In the rental of hous-
 165 ing, the provisions of the law apply to all residences except (1) single or two-unit buildings in which one of the units is occupied
 166 by the owner or lessee, and (2) rooms in a landlord-occupied rooming house with a common entrance. The only general category
 167 of housing which is exempt from the provisions of the law is housing owned by religious, charitable, educational, private and fra-
 168 ternal organizations, and used to promote the religious principles or the aims, purposes or fraternal principles for which such organ-
 169 izations were established. Note: An amendment to the Real Estate Brokers License Act of May 1, 1929, act of October 11, 1967,
 170 makes it unlawful for a real estate broker or salesman to accept a listing with an understanding that illegal discrimination in the sale
 171 or rental of housing is to be practiced. The rules and regulations of the Pennsylvania Human Relations Commission (16 Pa. Code §
 172 43.21) require that all licensed brokers or salesmen with whom you list your property for sale or rent shall give you a copy of this
 173 notice. The purpose of this notice is to help you comply with the fair housing provisions of the Pennsylvania Law.

174 The municipality in which the Property is located may have enacted an ordinance or other law that extends the protections for access
 175 to housing to additional classes of individuals, such as gay, lesbian, bisexual and transgender individuals and couples. Broker and
 176 Owner are advised to check with your local municipality, representative from the Pennsylvania Human Relations Commission, or
 177 your own attorney for further guidance.

178 Broker/Licensee Initials: _____/_____

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Owner Initials: _____/_____

179 **16. RECOVERY FUND**

180 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
181 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays
182 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund,
183 call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

184 **17. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION**

185 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
186 laws of the Commonwealth of Pennsylvania.

187 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance
188 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth
189 of Pennsylvania.

190 **18. LEAD PAINT**

191 The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the Tenant
192 an EPA pamphlet titled Protect Your Family From Lead in Your Home. The Landlord also must tell the Tenant and the Broker what
193 the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must
194 tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based
195 paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information Landlord knows about lead-
196 based paint and lead-based paint hazards on the property. Any Landlord of a pre-1978 structure must also give the Tenant any records
197 and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rent-
198 ed, the common areas, or other dwellings in multi-family housing. The Act does not require the Landlord to inspect for lead paint
199 hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

200 **Owner has no knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the Property, **unless checked**
201 ☐ Owner has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

202 **Owner has no reports or records** about lead-based paint or lead-based paint hazards on the Property **unless stated below:**

203

204 **19. OTHER PROPERTIES**

205 Owner agrees that Broker may list, show, rent and manage other properties to prospective tenants.

206 **20. CONFLICT OF INTEREST**

207 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Owner's inter-
208 ests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Owner in a timely manner.

209 **21. MEDIATION**

210 Owner and Broker will submit all disputes or claims that arise from this Agreement to mediation. Mediation fees, contained in the
211 mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation
212 process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of fil-
213 ing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed
214 by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

215 **22. THIS AGREEMENT**

216 (A) This Agreement constitutes the entire agreement of the parties. No prior understandings or representations of any kind shall be
217 binding on either party unless reduced to writing contained within or incorporated and attached to the Agreement without lim-
218 iting the foregoing. Broker's services are limited to those specifically set forth in this Agreement and Broker has not been
219 retained to provide (nor shall Broker be responsible to provide) any other services.

220 (B) This Agreement may only be modified, altered, amended or assigned in writing by Broker and Owner.

221 **23. DEFAULT AND TERMINATION**

222 (A) Owner is in default if Owner fails to pay Broker's Fees or fails to comply with any term, condition, or obligation contained in
223 this Agreement within _____ days (10 if not specified) of being notified by Broker of this breach.

224 (B) Broker is in default if Broker fails to perform any of the terms, conditions or obligations set forth in this Agreement within
225 _____ days (10 if not specified) of being notified by Owner of this breach.

226 (C) The non-defaulting party may terminate this Agreement if the other party is in default.

227 **24. ENDING THIS AGREEMENT**

228 (A) This Agreement will end at the Ending Date in paragraph 2, or if:

229 1. This Agreement is terminated according to paragraph 23. All fees will be due to Broker upon termination, or _____

230

231 2. At least _____ days (30 if not specified) have passed since Broker has given Owner notice that Broker cannot provide man-
232 agement services for the Property. No future fees will be due to Broker in this circumstance.

233 3. The Property is sold. Broker's Sales Coordination Fee is _____

234 4. The Property is uninhabitable for _____ days (30 if not specified). All fees will be due to Broker, or _____

235

236 Broker/Licensee Initials: _____/_____

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Owner Initials: _____/_____

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- 237 (B) When this Agreement is ended:
- 238 1. If it ended during the Term or Renewal Term of this Agreement and the Broker is holding Security Deposits, the Broker will
- 239 transfer the Security Deposits (if applicable) from the Broker's escrow account to the Owner's escrow account, or the
- 240 Owner's broker. Broker shall notify each tenant from whom Broker received a Security Deposit, the name and address of the
- 241 banking institution in which the deposits will be held, and the amount of the deposits.
- 242 2. Broker will provide keys, documentation and a final accounting to Owner within 7 days of the ending of this Agreement.
- 243 3. If Broker receives any funds on behalf of Owner after this Agreement ends (for example, rent, damages, past due amounts),
- 244 Broker will deposit those funds in Broker's trust account and will retain _____% of the funds received as compensation for
- 245 services (for example, research, accounting, communicating, and processing) and pay the balance of the funds to Owner.
- 246 4. the provisions in paragraph 24(B) will survive this Agreement.

247 **25. SPECIAL CLAUSES**

- 248 (A) The following are part of this Agreement if checked:

- 249 ☐ Change to Property Management Agreement Addendum (PAR Form CPM)
- 250 ☐ Rental Property Information Addendum (PAR Form RPI)
- 251 ☐ Multiple Property Addendum to Property Management Agreement (PAR Form MPM)
- 252 ☐ _____
- 253 ☐ _____
- 254 ☐ _____

- 255 (B) Additional Terms:
- 256
- 257
- 258
- 259
- 260
- 261
- 262
- 263
- 264
- 265
- 266
- 267

268 Owner has received the consumer notice as adopted by the state real estate commission at 49 Pa. code § 35.336.

269 Broker and Owner acknowledge receipt of a copy of this Agreement at the time of signing.

270 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which coun-

271 terparts together shall constitute one and the same Agreement of the Parties.

272 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures

273 of all parties, constitutes acceptance by the parties.

274 Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed.

275 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are

276 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

277 OWNER _____ DATE _____

278 OWNER _____ DATE _____

279 OWNER _____ DATE _____

280 ON BEHALF OF _____

281 BROKER/LICENSEE _____ DATE _____

282 BROKER/LICENSEE _____ DATE _____

283 BROKER/LICENSEE _____ DATE _____

284 ON BEHALF OF _____

Lease Agreement

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

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

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: _____ / _____

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: _____ Fax: _____
12 Address: _____
13 **Maintenance Requests**
14 Contact: _____ Phone: _____ Fax: _____
15 Address: _____
16 Email: _____ Website: _____
17 **Emergency Maintenance Contact**
18 Contact: _____ Phone: _____
19 Email: _____ Website: _____

20 **4. STARTING AND ENDING DATES OF LEASE** (also called "Term")
21 (A) **Starting Date:** _____, at _____ ☐ 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 _____ (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 _____ 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 _____ days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$ _____
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 \$ _____ 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: _____)
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, or 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 _____
52 at (financial institution): _____
53 Financial institution Address: _____

	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: _____ / _____

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Landlord Initials: _____ / _____

- 62 **8. RETURN OF SECURITY DEPOSITS**
- 63 (A) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing
- 64 address where Landlord can return the Security Deposit.
- 65 (B) Within 30 days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property
- 66 for which the Landlord claims Tenant is responsible.
- 67 (C) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Any remaining
- 68 Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property.
- 69 **9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS**
- 70 (A) Tenant will use Property as a residence ONLY.
- 71 (B) Not more than _____ people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:
- 72 Name _____ ☐ 18 or older Name _____ ☐ 18 or older
- 73 Name _____ ☐ 18 or older Name _____ ☐ 18 or older
- 74 Service animals: Type _____ Breed _____ Name _____
- 75 ☐ Additional information is attached
- 76 **10. POSSESSION**
- 77 (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- 78 (B) If Tenant cannot move in within _____ days (0 if not specified) after Starting Date because the previous tenant is still
- 79 there or because of property damage, Tenant's exclusive rights are to:
- 80 1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until
- 81 Property is available; OR
- 82 2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further li-
- 83 ability on the part of Landlord or Tenant.
- 84 **11. LANDLORD'S RIGHT TO ENTER**
- 85 (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair,
- 86 or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with the
- 87 Landlord or Landlord's representative, or they have written permission from the Landlord.
- 88 (B) When possible, Landlord will give Tenant _____ hours (24 if not specified) notice of the date, time, and reason for the visit.
- 89 (C) In emergencies, Landlord may enter Property without notice. If Tenant is not present, Landlord will notify Tenant who was
- 90 there and why within _____ hours (24 if not specified) of the visit. Showing the property is not considered an emergency.
- 91 (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on or near Property.
- 92 **12. RULES AND REGULATIONS**
- 93 (A) ☐ Rules and Regulations for use of the Property and common areas are attached.
- 94 ☐ Homeowners Association or Condominium rules and regulations for the Property are attached.
- 95 (B) Any violation of the Rules and Regulations is a breach of this Lease.
- 96 (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or
- 97 welfare of others. Landlord agrees to provide all changes to Tenant in writing.
- 98 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
- 99 (E) If any fine is imposed on Landlord because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse the
- 100 Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.
- 101 **13. PETS**
- 102 Tenant will not keep or allow any pets on any part of the Property, unless checked below. Service animals are not pets.
- 103 ☐ Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules
- 104 and Regulations.
- 105 **14. CONDITION OF PROPERTY AT MOVE IN**
- 106 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: _____
- 107 _____
- 108 _____
- 109 **15. APPLIANCES INCLUDED**
- 110 (☐ Stove) (☐ Refrigerator) (☐ Dishwasher) (☐ Washer) (☐ Dryer) (☐ Garbage Disposal) (☐ Microwave)
- 111 (☐ Air Conditioning Units - Number: _____) (☐ Other _____)
- 112 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: _____
- 113 _____
- 114 _____
- 115 _____

116 Tenant Initials: _____ / _____

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Landlord Initials: _____ / _____

117 **16. UTILITIES AND SERVICES**

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

Landlord pays	Tenant pays	Landlord pays	Tenant pays
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

136
137 Comments: _____

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

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

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

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

166 **19. DESTRUCTION OF PROPERTY**

- 167 (A) Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or by
168 any other cause. Tenant will immediately notify Landlord or Landlord's representative of any condition in the Property that
169 could severely damage or destroy the Property.
- 170 (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-
171 tinue to pay rent, even if Tenant cannot occupy the Property.
- 172 (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
- 173 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
174 until the damage is repaired, OR
 - 175 2. If the law does not allow Tenant to live on the Property, this Lease is ended.
- 176 (D) If Lease is ended, Landlord will return any unused security deposit to Tenant.

177 Tenant Initials: _____ / _____

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Landlord Initials: _____ / _____

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

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

Lead Hazards Disclosure Requirements

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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can 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 known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

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

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.

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

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

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

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

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

21. **INSURANCE AND RELEASE**

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

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

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

(C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including attorney's fees associated with that loss.

22. **HOLDOVER TENANTS**

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

23. **TENANT ENDING LEASE EARLY**

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

(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 by Landlord and a new lease takes effect, whichever happens first, **AND**

(B) Tenant gives Landlord at least _____ days written notice, **AND**

(C) Tenant pays Landlord a Termination Fee of _____.

24. **ABANDONMENT**

(A) Tenant has abandoned the Property if:

1. Tenant has physically vacated the premises, removed substantially all personal property, OR
2. A court grants the Landlord possession of the Property.

(B) If Tenant abandons Property while Rent is due and unpaid, Landlord may take possession of the Property and immediately rent the Property to another tenant.

238 Tenant Initials: _____ / _____

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Landlord Initials: _____ / _____

- 239 (C) If Tenant abandons OR moves out of the Property, Tenant will:
- 240 1. Remove all of Tenant's personal property, AND
- 241 2. Provide a forwarding address or written notice stating that Tenant has vacated the premises, AND
- 242 3. Contact the landlord within ten (10) days regarding the Tenant's intent to remove any remaining personal property.
- 243 a. If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the
- 244 landlord's choosing for thirty (30) days.
- 245 b. If no communication is made to the landlord within ten (10) days, the property may be disposed of at the end of the
- 246 ten days at the discretion of Landlord and Tenant will pay all costs related to the removal and/or storage.
- 247 **25. LANDLORD REMEDIES IF TENANT BREACHES LEASE**
- 248 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
- 249 1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and rea-
- 250 sonable costs, including the cost for Landlord and Landlord's agent to attend court hearings.
- 251 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of
- 252 the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court
- 253 process to garnish Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.
- 254 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
- 255 (B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice, unless otherwise
- 256 required by local ordinance.
- 257 _____ (Tenant Initials) **TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS**
- 258 **A DIFFERENT PERIOD FOR PROVIDING NOTICE IS STATED HERE:** _____
- 259 _____
- 260 **26. TRANSFER AND SUBLEASING**
- 261 (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
- 262 (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without
- 263 Landlord's written permission.
- 264 **27. SALE OF PROPERTY**
- 265 (A) If Property is sold, Landlord will give Tenant in writing:
- 266 1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
- 267 2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
- 268 (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
- 269 (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.
- 270 (D) ☐ If checked and Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate
- 271 this Lease if Landlord gives written notice to Tenant at least _____ days prior to the Settlement Date of the Property as
- 272 defined in the agreement of sale. Tenant is not entitled to any payment of damages.
- 273 **28. IF GOVERNMENT TAKES PROPERTY**
- 274 (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- 275 (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property
- 276 is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security
- 277 Deposit or prepaid Rent.
- 278 (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.
- 279 **29. TENANTS' RIGHTS**
- 280 (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to
- 281 a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization;
- 282 or (3) uses Tenant's legal rights in a lawful manner.
- 283 (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of
- 284 the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end
- 285 this Lease. Landlord will notify Tenant immediately if Owner or Landlord receive a notice of foreclosure.
- 286 **TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE**
- 287 **IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.**
- 288 **30. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT**
- 289 The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special
- 290 conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.
- 291 **31. CAPTIONS** The headings in this Lease are meant only to make it easier to find the paragraphs.
- 292 **32. ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements
- 293 made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifica-
- 294 tions of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant.

295 Tenant Initials: _____ / _____

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Landlord Initials: _____ / _____

296 **33. SPECIAL CLAUSES**

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

298 ☐ Change of Lease Terms Addendum (PAR Form CLT)

299 ☐ Pet Addendum (PAR Form PET)

300 ☐ _____

301 ☐ _____

302 (B) Additional Terms:

303 _____

304 _____

305 _____

306 _____

307 _____

308 _____

309 _____

310 _____

311 _____

312 _____

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

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

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

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

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

321 **TENANT** _____ **DATE** _____

322 **TENANT** _____ **DATE** _____

323 **TENANT** _____ **DATE** _____

324 **TENANT** _____ **DATE** _____

325 **CO-SIGNER** _____ **DATE** _____

326 **CO-SIGNER** _____ **DATE** _____

327 **LANDLORD** _____ **DATE** _____

328 **LANDLORD** _____ **DATE** _____

329 **BY** _____ **DATE** _____

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

334 **BROKER FOR LANDLORD (Company Name)** _____

335 **ACCEPTED BY** _____ **DATE** _____

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

337 **ACCEPTED BY** _____ **DATE** _____

338 **LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

339 As part of payment received by Landlord, _____ (current Landlord) now transfers

340 to _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and

341 other benefits.

342 **CURRENT LANDLORD** _____ **DATE** _____

343 **CURRENT LANDLORD** _____ **DATE** _____

344 **NEW LANDLORD** _____ **DATE** _____

345 **NEW LANDLORD** _____ **DATE** _____