

# SAMPLE LEASE

THIS IS A RESIDENTIAL LEASE. EACH **TENANT** SHOULD READ THIS LEASE CAREFULLY. EACH **TENANT** SHOULD NOT SIGN THIS LEASE UNTIL EACH **TENANT** UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

## 1. NAMES OF LANDLORD AND TENANT

Name of the **Landlord**: Rodney Hendricks

Name of the **Tenant Occupant**: 1. John Doe

## 2. LEASED PROPERTY

The "**leased property**" is the place the **landlord** agrees to lease to the **tenant**. The leased property is:

XXXXXXXX, State College, PA, 16801

## 3. EXAMPLE STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on August 15, 2022 at 12 noon.

This lease ends on August 05, 2023 at 12 noon.

Tenant may not end this lease before the End Date. This lease does not renew.

## 4. LANDLORD'S DUTY AT THE START OF THE LEASE

**Landlord** agrees to give **tenant** possession of the leased property on the starting date of the lease. The lease will start even if **landlord** cannot give **tenant** possession of the leased property because the prior **tenant** is still in the leased property or the leased property is damaged. IF **LANDLORD** CANNOT GIVE **TENANT** POSSESSION, **TENANT** DOES NOT HAVE TO PAY RENT UNTIL THE DAY THE **LANDLORD** GIVES POSSESSION OF THE LEASED PROPERTY TO **TENANT**.

5. **RENT, LATE FEE AND OTHER CHARGES**

**Tenant** agrees to pay a one month's rent to **landlord** before the lease starts and before **landlord** gives possession of the leased property to the **tenant**.

The amount of rent for the entire lease term is **\$12,000.00. (VARIES)**

For the first partial month, your rent is **\$1,000.00. (VARIES)** Monthly Rent of **\$1,000.00 (VARIES)** is then payable on the 1<sup>st</sup> of each month thereafter.

**Tenant** agrees to pay the monthly rent in advance, without notice or demand from Landlord, on or before the 1st day of each month. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **landlord** at the place specified by **landlord**. If **tenant** mails the rent to the **landlord**, the date of payment will be the date the envelope is postmarked.

TENANT AGREES THAT ALL ADDITIONAL CHARGES AND FEES THAT TENANT OWES (FOR EXAMPLE, UTILITIES AND REPAIR COSTS) ARE **ADDITIONAL RENT PAYABLE WITH THE NEXT MONTHLY RENT FOLLOWING THE DATE OF THE BILL.**

If all Rent charges (this includes other charges applied to your account, i.e. water/sewer etc. as applicable to your lease agreement) are not paid in full by the 1<sup>st</sup> day of the month, late charges will accrue, beginning the second day of the month and continue to accrue each day until the full rent is received. **Tenant** agrees to pay a **LATE CHARGE of \$VARIES** per day if **tenant** does not pay the entire Rent on time. Late Rent shall also accrue an interest charge of one (1%) percent per month after thirty days of the due date. Tenant will pay a fee of \$50.00 for any payment that is returned or declined by the financial institution for any reason.

If **tenant** abandons or is forcibly removed from possession of **the lease property** through lawful process, **tenant** remains obligated to pay all Rents and other charges due under this lease agreement until such time as **landlord** can re-let the leased property using commercially reasonable efforts. If **landlord** is unable to derive full rent despite reasonable efforts, **tenant** shall owe the difference through the end of the term of the lease.

6. **UTILITY SERVICES**

**Landlord** and **tenant** agree to pay for the charges for utilities and services supplied to the leased property as follows:

Charge or Service:

Telephone	<b>Tenant</b>
Television/Internet	<b>Tenant</b>
Electric to Property	<b>Tenant</b>
Water Service	<b>Tenant</b>
Sewer Service	<b>Tenant</b>
Refuse Collection	<b>Tenant</b>

Lawn Maintenance	<b>Tenant</b>
Gas Service	<b>Tenant</b>
Snow & Leaf Removal	<b>Tenant</b>
Pest Control Charges	<b>Tenant</b>
Parking	<b>VARIES</b>

**Landlord** has the right to turn off service to the leased property in order to make repairs or to do maintenance.

**7. SECURITY DEPOSIT**

**Tenant** agrees to pay a security deposit to **landlord** before the lease starts and before **landlord** gives possession of the leased property to the **tenant**. **Tenant** agrees to pay a security deposit of **\$1,000.00** (VARIES) to secure the obligations of tenant to pay rent and to reimburse **landlord** for expenses owed by **tenant**. The security deposit will be deposited with **Kish Bank**.

At any time during the Lease term, **landlord** can take money from the security deposit to pay for unpaid Rents, damages caused by **tenant**, **tenant's** family and **tenant's** guests. **Tenant** shall immediately deposit the amount of security used by **landlord**.

At the end of the lease term, after taking out for damages and unpaid rent, **landlord** agrees to send **tenant** any security deposit money left over. **Landlord** will send the remaining security deposit money to **tenant** no later than 30 days after the lease ends and **tenant** leaves. **Landlord** also agrees to send **tenant** a written list of damages and amounts of money taken from the security deposit. **Tenant** agrees to give **landlord** a written forwarding address when **tenant** leaves and the lease ends. **Tenant** may not use the security deposit as payment of the last month's rent.

**8. INSURANCE AND RELEASE**

**Landlord** agrees to have insurance on the building where the leased property is located. **Tenant's** own personal property is not insured by **landlord's** insurance. **Tenant** is responsible for **tenant's** own personal property that is located in the leased property. **Landlord** recommends that all **tenant's** buy renter's insurance.

**9. TRANSFER BY TENANT**

**Tenant** agrees not to transfer (sometimes called "assignment" or "sub-let") this lease to anyone else without the written permission of **landlord**. **Tenant** agrees not to lease all or any part of the leased property to anyone else without the written consent of the **landlord**. **Tenant** agrees that if the **tenant** transfers this lease or leases all or part of the leased property to another, **tenant** has broken this lease.

**10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO**

## **PEOPLE**

**Landlord** is not liable for any injury, loss, expense, or damage to any person or property located on the leased property unless due to landlord's gross negligence. **Tenant** must pay for all expenses, losses, and legal fees of Landlord resulting from any act or neglect of **tenant**, **tenant's** family and **tenant's** guests including violations of this lease. Excepting for normal wear and tear, **tenant** is responsible for all damage to leased property and injury to people caused by **tenant**, **tenant's** family or guests at the leased property, **or from third parties who do not have permission to be on the leased property**. **Tenant** agrees that **landlord** is not responsible to **tenant**, **tenant's** family or guests for damage or injury caused by water, snow or ice that is on the leased property unless due to landlord's gross negligence.

### **11. USE OF THE LEASED PROPERTY**

**Tenant** agrees to use the leased property only as a residence. **Tenant** agrees to obey all federal, state and local laws and regulations when using the leased property. **Tenant** agrees not to store any flammable or dangerous things in or around the leased property. **Tenant** agrees not to do anything in or around the leased property, which could harm anyone or damage any property. **Tenant** agrees that the occupancy for the leased property is for \_\_\_\_\_ **people**. No one else, other than occasional guests, may occupy the leased property without the written consent of the Landlord. There will be absolutely no loud parties or disorderly conduct, and any violation of this promise will be grounds for immediate termination of the lease. Landlord may post signs on Premises.

### **12. RULES AND REGULATIONS**

**Tenant** agrees to obey all rules and regulations for the leased property. If **tenant** breaks any rules or regulations, **tenant** breaks this lease.

The Rules and Regulations are attached to this lease agreement.

### **13. LANDLORD'S RIGHT TO PUT A MORTGAGE ON THE LEASED PROPERTY**

**Tenant** agrees that **landlord** has the right to put a mortgage on the leased property. If **landlord** has a mortgage on the leased property now, or if **landlord** gets a mortgage later, **tenant** agrees that this lease is lower in right to the mortgage that the **landlord** has put on the leased property.

### **14. CONDITION OF LEASE PROPERTY**

**Tenant** acknowledges that the leased property are in neat, clean condition and in apparent good repair at the inception of this Lease subject only to a damage list prepared by tenant on initial possession by **tenant**. **Tenant** promises to maintain the leased property in a clean and neat condition, inside and out throughout the lease term, and to bring necessary repairs promptly to **landlord's** attention in writing. **Tenant** shall not repair or improve the lease property. **Tenant** warrants and covenants to surrender possession of the leased

property at the expiration of the lease term in the same condition as it was at the Start of the lease term, reasonable wear and tear excepted.

**15. CARE OF LEASED PROPERTY**

**Tenant** is responsible for, and will take good care of, the leased property and all of the property in and around the leased property. **Tenant** agrees to pay for any damage, which is the fault of **tenant**, **tenant's** family and **tenant's** guests, or third parties, excepting for **Landlord** and Landlord's agents, employees and representatives. **Landlord** shall periodically inspect the leased property. Landlord shall be responsible for all repairs to the leased property except for the repair of breakage or other damage caused by Tenant, and Tenant's family and Guests and damage or unreasonable wear caused by Tenant's abuse or improper use of the leased property or the component systems thereof. Tenant will pay for all minor repairs notwithstanding anything else, **One Hundred (\$100.00) Dollars**, no matter the cause.

If **landlord** discovers damage or unreasonable wear and tear, then **landlord** shall repair such damage and charge the **tenant** with the repair costs, which costs shall be additional Rent payable with and in addition to the next monthly Rent payment due. **Tenant** shall not repair or improve the lease property. **Tenant** shall be responsible for all costs of repairing and clearing any clogged drains no matter the cause excepting only disrepair of the sanitary line. **Tenant** agrees that the fair and reasonable hourly charge for general repairs, painting, and maintenance is \$65.00; and for plumbing, electrical and heating repairs the fair and reasonable hourly charge is \$85.00.

**Tenant** agrees to notify **landlord** immediately if fire, water leak or any other cause damages the leased property. **Tenant** agrees to notify **landlord** if there is any condition in the leased property that *could* damage the leased property or harm **tenant** or others.

**Tenant** shall keep the lawn, flower beds and the exterior in a neat, well-kept condition. **TENANT IS RESPONSIBLE TO KEEP PARKING SPOT(S) CLEAR OF SNOW AND ICE.** **Tenant** must keep leased property, inside and outside, clear of garbage, rubbish, and any other debris.

**16. INFESTATION, CLEANLINESS, SMOKE AND CARON MONOXIDE DETECTORS AND CLEANING AT END OF LEASE TERM.**

(a) **Infestation:** Infestation of bugs and vermin, excluding termites and other wood destroying pests, shall be deemed to be damage to the Leased property caused by the Tenant which shall be rectified at the cost to Tenant by the hiring of a licensed and certified pest control professional. **Tenant represents that, at the time Tenant takes possession of the leased property, tenant will not bring bedbugs, fleas or other pests into the leased property. In the event that the**

leased property is in need of extermination services due to bedbugs, fleas or other transportable pests, tenant shall be fully responsible for all costs to exterminate for such bedbugs, fleas and pests and will follow all directions of the exterminating company retained by landlord with respect to removal, disposal or cleaning, as the case may be, of tenant's personal property, including temporarily vacating the leased property and removal and cleaning of tenant's personal belongings.

**(b) Cleanliness:** If landlord discovers that tenant has not acted reasonably to maintain the leased property in a clean condition thereby risking the health, welfare of tenants and other residents in the building, then at landlord's sole discretion, Landlord may require that the leased property be professionally cleaned not more frequently than one time every ninety (90) days at a cost not to exceed **\$300.00** which shall be due and owing from tenant with the next rental payment due.

**(c) Smoke Detectors and Carbon Monoxide Detectors:** One or more smoke detectors and carbon monoxide detectors have been installed in the leased property. **Tenant** must:

- (1) Keep and maintain the smoke and carbon monoxide detectors in good repair.
- (2) Test the smoke and carbon monoxide detectors at least once monthly.
- (3) Replace batteries as needed.
- (4) Notify landlord of any missing or inoperable smoke detector and carbon monoxide detector;
- (5) Tenant will pay for any smoke detector or carbon monoxide detector that is stolen, removed, missing or rendered inoperable during the occupancy of the leased property.

**(d) Tenant agrees to Clean the leased property at End of lease term.**

At the end of the lease term, **tenant** shall clean the entire leased property including but not limited to:

**refrigerator, inside and out, stove, oven and broiler;  
kitchen sink and floor;  
bathrooms, including floors, tile, tub/shower, sink, toilet and mirror;  
remove decals, nails and sticky tape;  
vacuum; and professionally steam clean carpets, see Rules &  
Regulations #37 attached;  
wipe down shelves, counters, etc.;  
windows;**

**baseboards and steps  
wood and tiled floors**

**Tenant agrees that the monthly rent would be higher but for tenant assuming the responsibility to perform the above items of maintenance cleaning at the end of the lease term; and tenant agrees that landlord is entitled to reimbursement from security deposit and make claim for the costs of performing those items of maintenance and cleaning which tenant fails to perform. Tenant** shall be responsible for all cleaning expenses including the costs of labor, supplies and equipment rental charges to clean the leased property at the end of this lease in the event that the leased property requires cleaning services.

TENANT AGREES THAT THE LIST OF FIXED CLEANING CHARGES ATTACHED TO THIS LEASE PROVIDES FOR FAIR AND REASONABLE COSTS OF CLEANING INCLUDING LABOR, SUPPLY COSTS, COSTS TO PROCURE THE MATERIALS, AND SUPERVISION. If any cleaning charge is not covered by the cleaning charge list, tenant agrees that a fair and reasonable hourly charge for the cleaning services is \$55.00.

**17. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY**

**Tenant** agrees that **landlord** and people working for **landlord** may go into the leased property at reasonable times. **Landlord** and people working for the **landlord** may inspect, make repairs, do maintenance, and show the leased property to others. In emergencies or in response to a maintenance request, **landlord** may enter without notice. When possible, **landlord** will provide 24 hours of the visit and the reason for the visit.

**18. LAWS & REGULATIONS**

**Tenant** must comply with all laws, ordinances rules, regulations, and orders of all governmental authorities. **Tenant** will not violate any fire regulations or other regulations. **Tenant** will not do anything to increase **landlord's** insurance premiums; and if **tenant** does so, then **tenant** must pay the increase in premium.

**Tenant** understands that The Borough enacted General Property Nuisance Ordinance current edition as adopted by Centre County, PA which prescribes certain conduct and imposes affirmative duties upon the **tenant**. **Tenant** agrees to make himself/herself/ familiar with the Ordinance and to affirmatively abide its requirements to avoid disruptive conduct or other nuisance. **Tenant** understands that a violation of the Ordinance shall be deemed a material breach of this lease agreement, which may subject **tenant** to civil claim for damages and/or eviction.

**19. WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENTS IN THIS**

## LEASE AGREEMENT

When **tenant** does not do something that **tenant** has agreed to do, **tenant** breaks this lease. If **tenant** breaks this lease, **tenant** may lose **tenant's** security deposit or be evicted.

If **tenant** breaks this lease, **landlord** can sue **tenant** for other expenses and may go to court to remove **tenant** from the leased property. If there is only one **tenant** on this lease, then the **landlord** can only sue one **tenant** for that **tenant's** breaking the agreements made in this lease. If there is more than one **tenant**, then the **landlord** can sue all **tenants** together as a group. This is a **JOINT AND SEVERAL LEASE**, meaning that all the tenants as a group and each of the tenants as individuals are responsible to landlord for **all the agreements of this lease**. For example, if the rent is not paid, **landlord** can sue **all of the tenants (jointly)** for any unpaid rent or charges. **Or, landlord** can bring a suit against any one tenant separately (severally) for all the unpaid rent and charges.

**Tenant** breaks this lease if **tenant**:

- 1) Does not pay rent or other charges to **landlord** on time.
- 2) Leaves the leased property for good without the **landlord's** permission before the end of the lease.
- 3) Does not leave the leased property at the end of the lease.
- 4) Does not do all of the things that **tenant** agreed to do in this lease.

If **tenant** breaks the lease agreement, the **landlord** may sue each **tenant** in court:

- 1) To collect overdue Rent, late charges and other money damages caused by **tenant's** breaking the agreements in the lease.
- 2) To get the leased property back (Eviction).
- 3) To collect for unpaid Rent and/or utilities until the end of the lease or until another person moves into the leased property as a new **tenant**.

If **landlord** wins a lawsuit against **tenant**, **landlord** can use the court process to take **tenant's** personal goods, furniture, motor vehicles and money in banks.

**Tenant** agrees that **landlord** may receive reasonable attorneys fees as part of a court ruling in a lawsuit against **tenant** for breaking agreements of this lease.

## 20. WAIVER OF NOTICE – Lease Break

(a) **Notice of Default.** Landlord is not required to give Tenant a notice of default or an opportunity to correct any default. **TENANT WAIVES THE RIGHT TO A NOTICE TO QUIT UNDER THE LANDLORD TENANT ACT.** This means that the **landlord** may file a lawsuit in court asking for a court order evicting each



**tenant** from the leased property without first giving each **tenant** notice.

(b) Tenant acknowledges that the Laws of Pennsylvania afford Tenants with certain jury trial rights. Landlord and Tenant expressly waive these rights and agree that in the event of any dispute between them, neither party will request a jury trial.

21. **LEAD PAINT DISCLOSURE:**

(a) **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.

(b) **Landlord's Disclosure:**

The apartment was painted many times before 1978, and probably contains lead based paint. Drywall was replaced in 1981-82.

**Protect Your Family From Lead In Your Home**

**IMPORTANT!**

**Lead From Paint, Dust and Soil Can Be Dangerous If Not Managed Properly**

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children that seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust or by eating soil or paint chips with lead in them.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-Based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

**ARE YOU PLANNING TO BUY, RENT OR RENOVATE  
A HOME BUILT BEFORE 1978?**

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips and dust can pose serious health hazards if not taken properly. By 1996, federal law will require that individuals receive certain information before Buying, renting or renovating pre-1978 housing.

**WHERE LEAD-BASED PAINT IS FOUND**

**In general, the older your home, the more likely it has lead-based paint. Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing.**

Lead can be found:  
In homes in the city, country or suburbs.  
In apartments, single-family homes and in both private and public housing.  
Inside and outside of the house.  
In soil around the home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars).

### **CHECK YOUR FAMILY FOR LEAD**

**Get your children tested if you think your home has a high level of lead.**

**A simple blood test can detect high levels of lead.** Blood tests are important for:

Children who are 6 months to 1 year old (6 months if you live in an older building or home that might have lead paint).

Family members that you think might have high levels of lead.

**If your child is older than 1 year**, talk to your doctor about whether your child needs testing .

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. *Treatment can range in your diet to medication or a hospital stay.*

### **SIMPLE STEPS TO PROTECT YOUR FAMILY FROM LEAD HAZARDS**

**If you think your home has high levels of lead:**

Get your young children tested for lead, even if they seem healthy.

Wash children's hands, bottles, pacifiers and toys often.

Make sure children eat healthy, low-fat foods.

Get your home checked for lead hazards.

Regularly clean floors, window sills and other surfaces.

Wipe soil off shoes before entering house.

Talk to your landlord about fixing surfaces with peeling or chipping paint.

Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1.800.424.LEAD for guidelines).

Don't use a belt-sander, propane torch, dry scraper or dry sandpaper on painted surfaces that may contain lead.

Don't try to remove lead-based paint yourself.

### **LEAD'S EFFECTS**

**If not detected early, children with lead in their bodies can suffer from:**

Damage to the brain and nerve system.  
Behavior and learning problems (such as hyperactivity).  
Slowed growth.  
Hearing problems.  
Headaches

**LEAD IS ALSO HARMFUL TO ADULTS**

**Adults can suffer from:**

Difficulties during pregnancy.  
Other reproductive problems (in both men and women).  
High blood pressure.  
Digestive problems.  
Nerve disorders.  
Memory and concentration problems.  
Muscle and joint pain.

**OTHER SOURCES OF LEAD**

**While paint, dust and soil are the most common lead hazards, lead sources also exist.**

**Drinking Water**

Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

Use only cold water for drinking and cooking.

Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

**State Health and Environmental Agencies**

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

**Pennsylvania (717) 782-2884**

**EPA REGIONAL OFFICE**

**Region 3** (Delaware, Washington DC, Maryland Pennsylvania, Virginia, West Virginia)

841 Chestnut Building Philadelphia, PA 19107 (215) 597.9800 .

**CPSC Regional Office**

Eastern Regional Center 6 World Trade Center Vesey Street, Room 350 New York, NY 10048 (212) 466.1612.

**The National Lead Information Center**

Call **1-800-LEAD-FYI** to learn how to protect children from lead poisoning. For other information on lead hazards call the center's clearinghouse at **1-800-424-LEAD**. For the hearing impaired call **TDD 1-800-526-5456**. (FAX: **202-659-1192**, Internet: **EHC@CAIS.COM**).

**EPA's Safe Drinking Water Hotline**

Call **1-800-426-4791** for information about lead in drinking water.

**Consumer Product Safety Commission Hotline**

To request information on lead in consumer products or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**. (Internet: **info@cpsc.gov**). For the hearing impaired call **1-800-638-8270**.

(c) **CERTIFICATION OF ACCURACY:**. The following parties have reviewed the information above and certify to the best of their knowledge that the information provided is true and accurate. Tenant(s)

**SIGN, DATE, AND SOCIAL SECURITY NUMBER BELOW:**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

**22. NO WAIVER BY LANDLORD**

If **landlord** forgives or overlooks any violation of this lease, that will not be considered a waiver of **landlord's** rights, and **landlord** may fully enforce the lease in the future. If **landlord** accepts any rent or partial payment, that will not be considered a waiver of **Landlord's** rights, and **landlord** may fully enforce all terms of the lease. If any term in this lease is found to be illegal or unenforceable, the rest of the lease remains in full force.

**23. PETS**

No pets are permitted in or on the leased property. (Exception to the rule: service and support animals are permitted with appropriate documentation).

**24. FINES & COSTS**

If **landlord** is cited or fined by the Borough or any other government for any noncompliance with this lease or any other action or omission by **tenant** or **tenant's** guests, then **tenant** will be responsible for and will pay any expense or loss of **landlord** for fines, costs, and **landlord's** legal fees.

