

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:

XXXXX, State College, PA, 16801

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on Varies, 2017 at 12 noon.

This lease ends on Varies, 2018 at 12 noon.

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. DAMAGE TO LEASED PROPERTY

Tenant agrees to notify **landlord** immediately if fire 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.

6. RENT

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

The amount of rent payable on the 1st of each month is **\$1,000.00**.

Tenant agrees to pay the monthly rent in advance on or before the 1st day of each month. **Landlord** does not have to ask (MAKE DEMAND UPON) **tenant** to pay the rent. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **landlord** at the place specified by **landlord**.

Tenant agrees to pay a LATE CHARGE of \$20.00 per day if **tenant** does not pay the entire rent on time. If **tenant** mails the rent to the **landlord**, the date of payment will be the date the letter is postmarked.

TENANT AGREES THAT ALL ADDITIONAL CHARGES AND FEES THAT TENANT OWES ARE **ADDITIONAL RENT PAYABLE WITH THE NEXT MONTHLY RENT PAYABLE FOLLOWING THE DATE OF THE BILL.**

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 term of the Lease.

7. **SECURITY DEPOSIT**

Tenant agrees to pay a security deposit of **\$1,000.00** 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 **BB&T Bank**.

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**.

At any time during the Lease term, landlord can take money from the security deposit to pay for any damages caused by **tenant, tenant's family and tenant's guests**; and **landlord** may take the security deposit to pay for any unpaid rent.

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**

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

9. **TRANSFER BY TENANT**

Tenant agrees not to transfer 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 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, 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. **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 **tenant** will not allow more than 3 people to live in the leased property without the written permission of **landlord**. 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.

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** covenants 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** warrants and covenants to surrender possession of the leased Premises at the expiration of the lease term in the same condition as it was at the inception of this Lease, 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. **Tenant** agrees to move out and give back the leased property to the **landlord** when the lease ends. **Landlord** shall periodically inspect the leased property. 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 rental payment due. 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. 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 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 clear of garbage, rubbish, and any other debris.

(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 Unit, Tenant will not bring bedbugs, fleas or other pests into the Premises. In the event that the Unit or 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 Premises and removal and cleaning of 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 apartment. Tenant must:

- (1) Keep and maintain the carbon monoxide detector in good repair.
- (2) Test the carbon monoxide detector at least monthly.
- (3) Replace batteries as needed.
- (4) Replace any carbon monoxide detector that is stolen, removed, missing or rendered inoperable during the occupancy of the apartment.

16. 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. Landlord does not have to provide 24 hour right of entry.

17. 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	Tenant
Television/Internet	Tenant
Electric to Property	Tenant
Water Service	Tenant
Sewer Service	Tenant
Refuse Collection	Tenant
Lawn Maintenance	Tenant
Oil or Gas Service	Tenant
Snow & Leaf Removal	Tenant
Pest Control Charges	Tenant
Parking	Depends on Property

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

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. If Tenant does, 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

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.

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 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

(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 giving each **tenant** notice to quit first.

(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

Sign Date Social Security Number

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 the Unit or on the Premises. (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.

Should **tenant** be evicted or the leased property is condemned for **tenant** violation of municipal ordinance, then **tenant** shall remain liable for all rents and other charges due for the full term of the Lease.

If **landlord** hires a lawyer to assist him in any claim against **tenant**; then **tenant** will pay **landlord's** legal fees in addition to any other amounts payable to **landlord**. **Tenant** agrees that an hourly rate of \$225.00 will be charged by **landlord's** lawyer, which is a fair and reasonable rate.

25. SPECIAL CONDITIONS

The provisions of this lease agreement shall be binding on the parties hereto, and their respective heirs, personal representatives, successors and, to the extent assignable, to their assigns.

