

**COVERSHEET**

**NOTICE TO TENANTS: This contract sets forth all of the terms of your Lease. By** signing this Lease, you are giving up certain rights and taking on certain legal duties. If you violate any term on this Lease, you may be evicted and sued for money. Be sure that you understand this Lease before you sign it or have it reviewed by someone who can explain it to you.

**Terminology:** The term “Tenant” refers to all Tenants of the premises, male or female, singular and plural, individually and collectively. “Guarantors” are also singularly, severally and are collectively responsible for this Lease. The term “Premise” refers to private use of 181 Leary Rd house, Barn connected storage shed and shared outside areas of the 5.2 acres. The term “Landlord” refers to Cindy D. Stoltzfus

**LANDLORD: Cindy D. Stoltzfus**

**Address: 84 Hershey Lane Parkesburg, PA 19365**

**Landlord: Cell: 484-631-5754, w:610-696-0953 ex 403 Husband: 610-470-9130 e-mail:** [**cindy@zukinrealtyinc.com**](mailto:cindy@zukinrealtyinc.com)

**TENANTS:**

**Chuck Ferguson**

**Shannon Longenecker**

**GUARANTOR(S):**

**xxxxxxxxxxx**

**PREMISES: 181 Leary Rd, Honey Brook PA 19344**

**DATE PREPARED: September 20, 2017**

**TERM: Two years**

**LEASE TERM BEGINS: October 1, 2017 TERM ENDS: September 30, 2019**

Spokesperson’s name on this Lease is: Shannon Longenecker

Spokesperson’s email address: shannonlong601@gmail.com

**\*Should email address and/or contact information of Spokesperson change during lease term he/she is responsible to notify the Landlord. The Landlord may copy all communications to guarantor as needed.**

The spokesperson is the person you have selected for representing your lease and who will be responsible for, but not limited to, sending rent (one check only) by **first day of the month**, communicating or reporting problems, receiving and distributing security deposit refunds. **All security monies are held collectively in the spokesperson’s escrow account.**

***Table of Contents by Section***

1. ***Property Address Tenant Private use / Tenants shared use / Landlord’s use of outside property.1***
2. ***Term of lease: Start/ end***
3. ***Renewal of lease1***
4. ***Rental payments***
5. ***Rental payments cont.***
6. ***Tenant use of property***

1. ***Landlord/ landlord’s guest, use of Camper***
2. ***Utilities paid by Tenant***
3. ***Utilities and services maintained by Landlord***
4. ***Appliances provided by Landlord***
5. ***Security deposit***
6. ***Possession / move in***
7. ***Parking / Vehicle information***
8. ***No pets***
9. ***Tenants care of property***
10. ***Landlord care of property***
11. ***Smoke detectors / fire alarm / extinguishers***
12. ***Rules and regulations***
13. ***Landlord entry / representative***
14. ***Procedure to vacate***
15. ***Insurance / Liability and personal property***
16. ***Changing Tenants / subleasing and transfers***
17. ***Special Clauses***
18. ***Tenant’s waivers***
19. ***Multiple notices***
20. ***Abandonment***
21. ***Lease termination / Tenant default***
22. ***No waiver by Landlord***
23. ***Remedies against Landlord limited***
24. ***Brokers***
25. ***Individual Responsibility***
26. ***Condition of property***
27. ***Destruction of property***
28. ***Sale of property***
29. ***If government takes property***
30. ***Laws and regulations***
31. ***Lead paint notice***
32. ***Endorsements / addendum attached to lease***
33. ***Tile floor safety***
34. ***Signatures***

**( RESIDENTIAL LEASE)**

This Lease prepared and is for and between Tenant(s)

**Chuck Ferguson**

**Shannon Longenecker**

**GUARANTOR(S):**

**xxxxxxxxxxxxxxxx**

and  **Cindy D. Stoltzfus 84 Hershey Lane Parkesburg, PA 19365,**  hereinafter called

Landlord.

1. **PROPERTY : 181 Leary Rd, Honey Brook PA 19344**
   1. **Tenant Private use:**

|  |
| --- |
| Landlord agrees to rent to the Tenant the following non-smoking property (premises):  181 Leary Road House, and the 2 stall barn / storage shed that is located at the top northwest corner of the property. Tenant may store personal articles in the barn and storage shed at their own risk. Landlord is not responsible for personal articles stored in barn or storage shed.  With following improvements: 4 Bedrooms, 3 bathrooms, 2 kitchen/living room combos, 2 decks.   * 1. Tenant Shared use:   The Tenants have shared use of the 5.2 acres with the exception of the following:   1. The two camper and surrounding 20 feet circumference that are under the carports located at the top northern portion of the premise 2. Dog kennel, fenced in dog run, and surrounding 20 feet circumference. 3. The shed located midway of the property on the western side that is used by the Landlord for storage. 4. Steel storage building used by landlord for storage and property maintenance.    1. **Landlord’s use of outside property**:   The landlord has unrestricted use, storage and access of the shared outside 5.2 acres of premise. The Landlord maintains the right to full use and will continue to come onto the outside property without prior notification or obtaining permission from the tenant. The landlord may make improvements to the outside premise for Landlord’s private usage. |
|  |

**2. TERM: STARTING AND ENDING DATES OF LEASE**

**A. Starting Date: 5:00 PM on: Date: May 1, 2019**

**B. Ending Date: May 31, 2019\_\_\_\_\_\_\_\_\_\_\_\_**

**C. Term of Lease Agreement: month to month lease with 30 day notice.**

**3. RENEWAL TERM**

If Lease is automatically renewed TENANT will be responsible for his share of any increases in current market rate for utilities, or rent.

This lease will automatically renew for a term of **30 days** at the Ending Date of the LEASE unless:

**A. Tenant gives Landlord notice by:**

1) Tenant must give Landlord a minimum of 30 day written notice prior to lease ending date

(-OR-)

**B. Landlord gives Tenant notice by:**

1) Landlord gives Tenant a ***minimum of 30 days written notice before Lease Ending Date*** or before

the end of any Renewal Term.

**4. RENT**:

|  |  |
| --- | --- |
| The total amount of rent payments due over a 2 month period of this lease is: The values used for this calculation are: monthly base rent of $2,300.00 | **$4,600.00** |
| **Base rent**: The total monthly base rent is: | **$2,300.00** |
| **Plus Utilities**: **Peco electric service** to be placed in tenants name with Peco and paid by the tenant to Peco. The electric dehumidifier located on the first floor must be on **at all times.** (setting maintained by Landlord). **Gas propane for heat** must be placed in tenants name with Kauffman gas and must be paid by the tenant to Kauffman gas. The tank will be filled by landlord upon possession of premise and must be left filled by tenant upon vacating premise. Tenant must maintain a minimum interior temperature of **52 degrees at all times to avoid frozen pipes**. (Heat is gas propane furnace forced air) | **In tenant’s name with Vender** |
|  |  |
| **Plus paid TV and internet service**: Paid TV service and internet, if desired by tenant, must be placed in tenants name with vender. Tenant will be financially responsible to vender. The house has been wired to comply with fios service. | **In Tenant’s name with Vender** |
| **Plus Trash Fee**: Trash must be placed in Tenant’s name with local service. Tenant will be financially responsible to trash vender. | **In Tenant’s name with Vender** |
| Free well water, free onsite sewer. | **0.00** |
| Existing antenna provided for free broadcasted TV service (service is not guaranteed by landlord) | **0.00** |
| **\*Total monthly rental payments due on the first of each month to Landlord without demand:** | **$2,300.00** |
|  |  |

* + 1. Rent is due on or before the **first day** of each month without demand. Only one check is accepted for the entire amount.

Late charge of ten percent (10%) $230.00, will be charged to the tenant if rent is more than 5 days late.

Landlord is not required to invoice tenant monthly. To avoid default (Section 23A) pay all charges as

described in this lease.

**B.** A cashiers check or money order, personal check, or cash will be accepted as payment.

**C.** If a check is returned for insufficient funds, a $75.00 fee will be charged to the tenant. In addition, all future rent payments will only be accepted in the form of a Cashier’s check, cash, or money order.

**D.** If tenant is in default of lease agreement, and “Notice to Quit” is posted, a $100.00 fee will be charged to the tenant.

**5. Rent continued: AMOUT DUE BEFORE MOVING IN:**

|  |  |  |
| --- | --- | --- |
|  | **PAID** | **DUE** |
| First Month's base rent due May 1, 2019 |  | **$2,300.00** |
| Application fee: |  | **$20.00** |
|  |  |  |
|  |  |  |
|  |  |  |
| Security Deposit: **TOTAL $ 3,100.00** ( in security account) separate check please so that it may be escrowed |  | **$3,100.00** |
| \*Bryn Mawr Bank in West Chester. Tenants must provide signed W9 and copy of driver’s Licenses. |  |  |
| **TOTAL AMOUNT DUE BEFORE TENANT MOVES IN** |  | **$ 5,420.00** |

**6. TENANT USE OF PROPERTY**

**A.** Tenant will use Property as a residence ONLY

**B.** Tenant **and Guests will abide by all Rules and Regulations and Terms of Lease**

**C. Not more than\_\_2\_\_\_person(s) will live in the property.**

**Tenants: \_\_Chuck Ferguson and Shannon Longenecker**

**D.** Any guest living more than 7 consecutive days must be registered with the Landlord. A fee of $150.00 per

month or portion thereof will be charged for each person living at the property not listed under Section **6C**

**(**above).

E**. Dehumidifier:**

The dehumidifier must remain on at all times and the setting will be adjusted only by the landlord. Tenant must notify the Landlord immediately if the dehumidifier stops running or malfunctions. Tenants will be responsible for any water damage as a result of the non-running, or malfunctioning of the dehumidifier.

**7. Landlord/Landlord’s guest exclusive use of Campers, dog kennel and outbuildings:**

Total monthly base rent has been reduced by $50.00 from $2,350.00 to $2,300.00 to compensate the tenant for the Landlord’s use of electric related to the use of the campers, dog kennel and outbuildings. The campers are connected to the main house at 181 Leary Road with the following underground service: cold water, sewer, antenna wire, and electric. The campers are located under the metal shelters near the northern border of the property. To further compensate the tenants for Landlord’s use of electric, the landlord will performing lawn mowing services of the 5.2 acres as needed and the tenants will have private usage of the two stall barn and the connecting storage shed.

**8. UTILITIES: Tenant is responsible for all utilities except for well water and sewer which is provided by the Landlord. Tenant is responsible for all of the gas propane usage to heat the premise. All propane gas used to heat the premise will be paid / billed to Tenant by Kauffman Gas. Tenant is responsible for all of the electric used at 181 Leary Rd. All electric will be paid / billed to Tenant by Peco..**

**Heat:**

Heat is provided by a gas propane furnace forced air. The gas propane tank is under ground. It is located about 72 feet West from the Western first floor door. The inlet for the gas propane is approximately 2 feet North of the first floor Western door. From this inlet to the building, the propane gas line goes underground toward the West about 72 feet to the underground propane gas tank. There is a large black round 2 foot lid protruding from the ground at the site of the gas propane tank. **All tenants and guest must avoid contact of the gas propane inlet at the building and the underground gas propane line and the protruding back lid of the underground propane tank.**  Tenants/Guest may not touch the inlet of the gas propane. **Tenants/Guests may not walk on or sit on the stone bank adjacent to the propane gas inlet.** **At no time may the** **Tenants/Guest dig on the property without first getting written permission from the landlord to dig at the proposed site.**  **Gas propane for heat** must be placed in tenants name with Kauffman gas and must be paid by the tenant to Kauffman gas. The tank will be filled by landlord upon possession of premise and must be left filled by tenant upon vacating premise. The Landlord may use security to refill the gas propane tank if not filled by tenant upon termination of the lease. The heat thermostat is located in the 2nd floor living room. The thermostat must be maintained at a temperature of at least **52 degrees** at all times to prevent freezing of any water pipes. The maximum thermostat setting may not be higher than 75 degrees. **If there is an odor of propane the tenant/guest must vacate premise and shut off the valve located exteriorly on the Western side of the building about 2 feet north from the entrance and call Kauffman Gas 610-593-5063 immediately and the landlord: 610-470-9130. 484-631-5754** \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

**Wood burning fire place**

The wood burning fire place is strictly decorative. The tenant/guest **may not use** the wood burning fire place for the purpose of heat or to have a fire. The landlord retains the right to enter the Tenant’s premise with 24 hour notice during any extended period of loss of electricity or heat to start and maintain a wood burning fire in the fireplace to provide heat for the tenants during an emergency.

**Electric:**

All ofPeco electric service for 181 Leary Rd. must be placed in tenants name with Peco and paid by the tenant to Peco.

The electric dehumidifier located on the first floor must be on at all times. (Setting maintained by Landlord).

Landlord/Landlord’s guest exclusive use of Campers, dog kennel and outbuildings:

Total monthly base rent has been reduced by $50.00 from $2,350.00 to $2,300.00 to compensate the tenant for the Landlord’s use of electric related to the use of the campers, dog kennel and outbuildings. The campers are connected to the main house at 181 Leary Road with the following underground service: cold water, sewer, antenna wire, and electric. The campers are located under the metal shelters near the northern border of the property. To further compensate the tenants for Landlord’s use of electric, the landlord will performing lawn mowing services of the 5.2 acres as needed and the tenants will have private usage of the two stall barn and connecting storage shed.

**Tenants/guests may not use any electrical heating units or any other heating units or sources other then what is provided by the landlord**. **At no time may the** **Tenants/Guest dig on the property without first getting written permission from the landlord to dig at the proposed site.**

There is an exterior electric line in a conduit coming out of the building on the Western side approx. 2 feet from the northern side of the building. It goes directly down underground at that point about 2 feet under the ground and heads north up to the campers and barn located on top of the hill at the northern aspect of the property in the fenced in area. Next to the northwest corner of the building there is a hard plastic electric transfer box that is underground. Below that line there also runs a water, sewer and TV antennae line. Tenants and Guest must avoid contact of all underground electric lines.

There is also an underground electric wire from Peco entering the East side of the building about 2 feet from the Southern side. It runs underground heading Mostly East, but slightly North, toward a telephone phone on the other side of the neighbor’s driveway.

**A. 181 Leary Rd has:**

Circuit breakers

Located in **utility closet** first floor. **Tenants/guest may not store any personal items in the utility closet.** \_

\_\_\_\_

1. **Cold Water/ Sewage:**
   1. Well water provided with base rent,

The Well is located approximately 42 feet north from the northwest corner of the house. The pipe going to the well is approximately 4 feet deep. The landlord reserves the right to drain the water line leading to the barn during period of extended cold freezing temperatures to avoid the pipes from becoming frozen. There is a drain line located near the well. **At no time may the** **Tenants/Guest dig on the property without first getting written permission from the landlord to dig at the proposed site.**

* 1. Septic tank sewer provided with base rent.

The sewer line exits the building at the Southeast corner of the building and runs south down the hill then feeds a drain field that fingers east. In addition, there is a sewer line that runs from the Southeast corner of the building and heads north along the eastern side of the building and heads northwest up the hill and follows along the underground electric line and continues north to the northern part of the property to the campers. **At no time may the** **Tenants/Guest dig on the property without first getting written permission from the landlord to dig at the proposed site.**

**C. Hot Water Heater**

Electric

1. TV antennae provided for a TV connection. Landlord does not guarantee service from the free Antennae service. If tenant chooses to connect to Comcast, fios, or direct TV, internet, the tenant will be responsible to place that Vender in their name and be responsible for payment. **The Venders must contact Landlord prior to installation so that proper installation is completed.**

|  |  |  |
| --- | --- | --- |
| **Services or expense** | **Landlord's obligation/financial responsibility** | **Tenant's obligation/financial responsibility** |
| Gas propane force air furnace provides **heat.** Gas propane must be placed in tenants name with Kauffman gas and must be paid by the tenant to Kauffman gas. The tank will be filled by landlord upon possession of premise and must be left filled by tenant upon vacating premise. If not left full part of the Security deposit may be use to refill the tank. Tenant must maintain a minimum interior temperature of 52 degrees at all times to avoid frozen pipes. |  | X Tenant is responsible for the costs of the gas propane for heat. |
| **Fire place**. The tenant/guests may not use the fireplace for heat or for burning any fires. It is for decorative use only. Landlord retains the right to use and maintain the wood burning fire place during any emergency due to the loss of heat to maintain heat for the tenant. | x |  |
| **Electric**: Peco electric service must be placed in tenants name with Peco and paid by the tenant to Peco.  The electric dehumidifier located on the first floor must be on at all times. (Setting maintained by Landlord).  Landlord/Landlord’s guest exclusive use of Campers, dog kennel and outbuildings:  Total monthly base rent has been reduced by $50.00 from $2,350.00 to $2,300.00 to compensate the tenant for the Landlord’s use of electric related to the use of the campers, dog kennel and outbuildings. The campers are connected to the main house at 181 Leary Road with the following underground service: cold water, sewer, antenna wire, and electric. The campers are located under the metal shelters near the northern border of the property. To further compensate the tenants for Landlord’s use of electric, the landlord will performing lawn mowing services of the 5.2 acres as needed and the tenants will have private usage of the two stall barn and connecting storage shed. |  | **X Tenant is responsible for all utilities. (electric and gas propane)** |
| **Well water and sewer** | x |  |
| **TV antennae** for one TV connection is provided by Landlord. Service is not guaranteed by landlord | x |  |
| Landline Phone service |  | **X (if tenant chooses to connect)** |
| Comcast, internet service, fios, direct TV etc |  | **X (if tenant choose to connect)** |
|  |  |  |
| **washers and Dryers** | Machines provided by Landlord | **Tenant must follow manufacture’s special maintenance and use instruction of the no vent dryer: see attached instructions addendum B.** |
| **rental insurance** covering water/fire/personal injury + liability |  | **x Tenant must show proof of rental insurance prior to possession** |
| **Snow removal** (landlord may do when available with lg tractor)/salt spread |  | **X Tenant is responsible for snow removal and salt spread** |
| **Lawn mowing** as needed. Performed by Landlord to compensate Tenant for electric used by Landlord. | x |  |
| **Trash fee** The tenants are responsible to make arrangement with AJ Blosenski the local trash vender (610-942-2707) to make arrangement for weekly trash pickup. Trash fee to be placed in tenants name and paid to Vender. |  | x |
| Weed whacking (minimum of twice a month May thru September) |  | **X** |
| **Insect and mice, rat prevention/control/extermination/and damage related to insects other than termites** |  | **x** |
|  |  |  |

**G. Charges / Administrative Fees:**

If Landlord notifies the Tenant of a violation of this lease, the condition is not corrected, and requires additional notification, an administrative fee of $100.00 per occurrence may be charged to the Tenant. If the

violation is severe, there will be no warning before being charged and authorities will be notified as necessary.

**H. Smoke detector/ Carbon Monoxide / Alarm system in unit** – Refer to Section 17

**J. Additional sums due:**

All sums payable by Tenant/guarantor under this Lease, whether or not stated to be rent or additional rent, including but not limited to the following: all fees, heat, water/sewer, electricity, gas, parking, maintenance and

repairs, shall be due and payable as rent with the next monthly rental payment occurring following the date that Landlord bills tenant, but not less than ten days. The failure to pay such sums shall entitle

Landlord to the same rights and remedies available for the failure of the Tenant to pay rent. Landlord will add a late fee of 10% to these additional rent charges if not paid within the five-day grace period.

**9. UTILITIES AND SERVICES MAINTAINED BY THE LANDLORD:**

.

 Maintenance/ testing of all smoke alarms and extinguisher (located in utility closet)/ battery replacements. See section 17

 Landlord is not responsible for loss of utility service if interrupted by circumstances beyond the Landlord’s control.

* Well water and sewer system provided by Landlord

**10. APPLIANCES PROVIDED BY LANDLORD:**

**G=Gas propane E=Electric FA=Forced Air**

|  |  |  |  |
| --- | --- | --- | --- |
| E | 2 Cooking ranges, | FA | Heating type: Gas propane **forced air furnace** |
| E | 2 Refrigerator/frost-free | G | Heating fuel: **gas propane furnace (paid by tenant)** |
| E | 2 above the oven microwave ovens | E | One 2nd floor in the wall AC unit |
|  |  | E | Whirl pool tub |
| E | 2 Washer / dryer | E | 2 Dishwashers |
| E | 1 main Hot Water heater in utility closet 1st floor, 1 smaller 10 gal water heater in 2nd floor master bedroom’s bathroom |  |  |
| E | De-humidifer |  |  |

**11. SECURITY DEPOSIT**

**Security deposit cannot be used as final month’s rent** 

A. Before Tenant may move into the above premises, Tenant must post a security deposit in the amount shown *(Refer to 5)* which is held in total under the Spokesperson’s ( Lease coversheet) Escrow account. If Tenant violates any portion of this Lease the Landlord may use the security deposit to make up for any shortage or loss to pay for any past due rent, utilities, lost keys, damages, and refilling of gas propane tank. **The security deposit may not be refunded should tenant(s) break lease agreement or is evicted in which case it will be used as a broken lease fee.**

B. Security deposit cannot be used for last month’s rent.

C. If Tenant fully performs the terms of this Lease, Landlord will return the security deposit in full to the

Spokesperson within thirty days after lease termination date. The contact person named on cover sheet must provide the Landlord with their written forwarding address prior to vacating the premises. Spokesperson named on Cover sheet will be responsible for the redistribution of the security deposit refund check.

D. Protect your credit rating by making sure that this lease is properly performed. This assures that your security deposit will be refunded in full and also it enables us, as your Landlord, to report that your credit is of good standing. A good Credit reference from us is needed if we are contacted in the future by a new

Landlord (if you are re-renting) or by a Mortgage Company (if you are buying).

**12. POSSESSION / MOVING IN:**

A. Tenant may NOT move in until the lease is fully executed by all Parties and all outstanding monies due are

paid in full by money order or Cashier’s Check, personal check within seven (7) days prior to move-in date. Tenant pet addendum must be fully executed by all parties. Tenants and guarantors must provide copies of photo ID or driver licenses and show proof of renter’s insurance. Renter’s insurance must be maintained throughout tenancy.

**13. PARKING / VEHICLE INFORMATION**

A. Any vehicle illegally parked and/or vehicles that does not have current registration and inspection, on 181 Leary Rd), will be towed at the owner’s expense. The tenant has parking at top of drive way to the West side of driveway.

B. Tenant agrees not to change oil or do auto repair on the premises. All vehicles must be properly maintained to avoid leakage of any car fluids onto ground. Tenant will be responsible to clean any spillage that may occur.

C. Landlord and their guest maintain the right to park their vehicles on the property.

D. Tenant must repair any ruts, holes or damage done to grass or yard from driving or parking vehicles in non-graveled areas.

**14. NO PETS:**

A. No pets are allowed. It is a violation of your lease to have animals of any kind in your premise

except fish in aquariums of 10 gallons or less. Landlord has the right to remove any pet found on the Premises. Tenant will pay the cost of such removal. Landlord has the right to terminate this Lease and/or retain security deposit funds for damages should unauthorized pets be found on the Premises.

**15. TENANTS CARE OF PROPERTY see also Rules and regulations # 18**

1. **TRASH / RECYCLING:**
   1. The tenants are responsible to make arrangement with AJ Blosenski the local trash vender (610-942-2707) to make arrangement for weekly trash pick-up. The tenant must obtain proper trash containers and take them to the road for pick up. The tenant is responsible to place the trash out to the road on a weekly basis. Place the trash out by the road on Tuesday night for Wednesday pick up. Trash cans must be stored on the Southern side of the building with lids on at all times. No trash may be stored outside without being in trash cans with lids.
   2. Tenants may not burn anything on the property at any time.

Dispose of all trash, garbage and other waste materials as required by the Landlord and the Law.

Lessee agrees to place no trash, garbage or trash containers on patios, stoops, exit doorways, hallways, stairs, laundry rooms, utility rooms and/or fire escapes. Tenant is responsible for maintaining his/her trash container(s), making sure lid is attached and securely closed at all times and container remains at the correct location. No hazardous materials or chemicals will be kept on the property. The tenant is responsible for any fines obtained from the Township. Tenants will be charged $20.00 per bag for any improperly stored refuse and will be charged labor costs for the removal of any bulk items.

1. **Campfires**
   1. There will be no campfires on the property until tenants receive written permission after appropriate fire pit has been built on the property by the Landlord.
   2. If campfires are permitted, they must in in the designated campfire pit. The tenants must supervise the fire at all times. May not start a fire if winds greater than 10 miles per hour. A 5 gallon bucket of water must be maintained at the site of any campfire. The tenant must fully extinguish the campfire before leaving the site. The tenant must soak the site with water until all ambers are extinguished prior to leaving the site. The campfire may not be larger than the use of four 2 feet long by 6 inch diameter logs at any one time. The fire must be retained exclusively within the fire pit at all times. Children must be supervised at all times. The landlord retains the right to remove this privilege at any time.

**C. REPORT REPAIRS:**

Immediately inform Landlord of any repairs needed and of any potentially harmful health or environmental conditions. Immediately inform Landlord of any water leaks, running faucets or toilets. Landlord is not required to repair any damage caused by unreported water leaks, plumbing or roofing leaks. It will become the liability of the Tenant who must pay for the damages caused by his neglect in not reporting the problem. Tenant must immediately report to Landlord if the dehumidifier is not working properly.

**D. PAINT:**

Should Tenant wish to touch up or repair damage, Tenant must contact the landlord before starting any

painting for proper color and brand of paint used in premise. No other colors are permitted on the walls, trim, cabinetry or doors. Tenants may not paint the wood trim on the 2nd floor. It is not painted it has a wood stain vainer. Wallpapering, stenciling or application of any other materials (including contact paper) is strictly forbidden.

**E. LOST KEYS / LOCKS:**

Report the missing or lost keys immediately. To replace a lost door key there will be a

$25.00 charge. The tenants acknowledge that they were given a total of 4 keys at the start of the lease. A service call made to unlock your door to retrieve keys locked inside the premise will be

|  |  |
| --- | --- |
| **Monday - Friday**: 8:00 a.m. – 5:00 p.m. | **$15.00** |
| 5:00 p.m. – 10:00 p.m. | **$50.00** |
| 10:00 p.m. – 8:00 a.m. | **$100.00** |
| **Saturday and Sunday**: all hours | **$100.00** |

***No one except Landlord is allowed to replace and re-install new door locks. There will be a $65.00 charge for new locks.*** Should bedroom door locks be desired you must request installation from the Landlord. Upon any inspections to the premise, should a door be locked and landlord cannot gain access and be required to return to gain access, a fee of $50.00 will be issued to the tenant. Landlord will give a 24 hour minimum notice for any inspection unless an emergency.

**F. FLOORING:**

Tenant/guests must cover vinyl floors and hardwood flooring with throw rugs or use furniture protectors to prevent scratches from moving furniture and indentations from furniture legs. Tenants/guest must use furniture protectors on any part of furniture that has contact with floors to prevent scratches from moving furniture and indentations from weight. If there are scratches, odor, stains, or damage to the hardwood floors or vinyl flooring the tenant/guarantors agrees to be financially responsible to have the floors professionally repaired. Such repair to include but not limited to enzyme treatments, sanding, wood repair, and restraining. Protect flooring with throw rugs as needed.

Tenant will be charged the actual costs for damages done to have vinyl floors professionally repaired or replaced due to any scratches or damages found on flooring. Tenant will be charged the actual costs to have floors replaced should they be stained, scratched, torn or damaged. Take care to avoid dropping heavy objects on ceramic tile resulting in tile cracks or breakage. Tenant will be charged actual cost to replace tile. There is window tenting on the windows. Window tenting must remain on windows to prevent fading of the flooring.

**G. WASHERS/DRYERS:**

No heavy items including but not limited to: comforters, blankets, sleeping bags, throw rugs,

bedspreads or down items may be laundered on premises. **Tenant/guests must follow manufacture’s special maintenance and use instruction of the no vent dryer Electrolux Eied200qs: see attached use and care uide see addendum B.** Lint trap, filter system must be cleaned out on a regular basis as instructed. **Do not** overstuff your washing machine or dryer. If it is found that damage to the appliance or water leakage/damage is done due to excessive lint, over stuffing, or any reasons mentioned tenant will be charged actual costs. Also tenant will be held financially responsible for the repair or replacement of the washers and dryers if they fail to follow the maintenance and use instructions. Personal articles may not remain in the machines for more than 24 hours.

**H. SECURITY / Safety:**

/ / /

Tenant initial: Tenant/guests are obligated and responsible to keep all doors to the building

locked and secured at all times. The landlord is not responsible for theft, injury or other damages to tenants possessions and that of their guests should such occur. Excessive loud music, parties, fireworks, or noise generated from the premise by either the Tenant or his guests is not permitted and will not be tolerated. Neither shall you commit or permit any act, which will unreasonably interfere with the rights, comfort or convenience of neighbors. You shall maintain quiet in the premises. You shall keep the volume of any radio, television or musical instrument in your premise sufficiently reduced at all times so as not to disturb neighbors. Disruptive conduct, loud noise and music on behalf of the Tenant or his guests cannot and will not be tolerated. If this occurs, Landlord will not hesitate to call police or terminate Lease.

**I. PEST CONTROL:**

Infestation of bugs and vermin, excluding termites and other wood destroying pests, shall be deemed to be damage to the Premises/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 Premises is in need of extermination services due to bedbugs,

fleas or other transportable pests, Tenants shall be fully responsible for all costs to exterminate for

such bedbugs, fleas and pests and will follow all direction of the exterminating company retained by Landlord with respect to removal, disposal or cleaning, as the case may be, of Tenant/guests personal property, including temporarily vacating the Premises and removal and cleaning of personal belongings. **Insect, mice, rat prevention/control/extermination/damage other than termites is the responsibility of the tenant.**  **Tenant/guest agrees not to bring into the premise any second hand property given to them or obtained from yard sales or classifies due to the increased risk of bedbug infestation.** Tenant is responsible to prevent mice and rat infestation by the use of mice trapes / glue trapes / rate poison as necessary.

**J. HEAT:**

**Heat:**

Heat is provided by a propane furnace forced air. The propane tank is under ground. It is located about 50 feet West from the Western first floor door. The inlet for the gas propane is approximately 2 feet North of the first floor Western door. From the inlet to the building the propane gas line goes underground toward the West about 50 feet to the underground propane gas tank. There is a large black round 2 foot lid protruding from the ground at the site of the gas propane tank. **All tenants and guest must avoid contact of the gas propane inlet at the building and the underground gas propane line and the protruding back lid of the underground propane tank.**  Tenants/Guest may not touch the inlet of the gas propane. **Tenants/Guests may not walk on or sit on the stone bank adjacent to the propane gas inlet.** **At no time may the** **Tenants/Guest dig on the property without first getting written permission from the landlord to dig at the proposed site. Gas propane for heat** must be placed in tenants name with Kauffman gas and must be paid by the tenant to Kauffman gas. The tank will be filled by landlord upon possession of premise and must be left filled by tenant upon vacating premise. The heat thermostat is located in the 2nd floor living room. The thermostat must be maintained at a temperature of at least **52 degrees** at all times to prevent freezing of any water pipes. The maximum thermostat setting may not be higher than 75 degrees. When there is an odor of propane the tenant/guest must shut off the valve located exteriorly on the Western side of the building about 2 feet north from the entrance and call Kauffman Gas **610-593-5063** immediately and the landlord: 610-470-9130. 484-631-5754 **Under no circumstances will wood burning units, electrical heaters or kerosene heaters be permitted in the premise.**

**K. PLUMBING:**

Tenant/guests may not use plumbing fixtures, toilets or other water appliances for any purpose other than those for which they were constructed. **Tenant/guests are not permitted to flush food, newspaper, paper towels, sanitary hygiene products, cat litter, baby wipes, or trash down the toilet**. **Do not utilize any toilet bowl cleaners that are installed in the holding tank**. **A cleaner that is installed inside the bowl is permitted**. Tenant should, at all times, utilize hair restraint appliance in all drains where loose hair could create clogged drains. Do not utilize any liquid drain products in any fixtures. If damage is done due to the use of drain products, tenant will be charged for damage done to the system. Tenant will be responsible for all repairs if improper items are not properly disposed of and flushed down into toilets. Calling a plumber to clean a clogged drainpipe could cost in excess of **$150.00** and will be paid by the Tenant in the event of improper use. It is advised that the tenant purchase a plunger to aid in prohibiting possible fees for a clogged drain.

**L. APPLIANCES:**

Tenant may not replace or install any appliances in the Premises. Tenant must call landlord and set up a time for landlord to install any air conditioning unit. The landlord does provide one AC unit on the 2nd floor in the living room wall.. Tenant/guest must follow use and care instructions of all appliances. The dehumidifier must remain on at all times and setting adjusted exclusively by the landlord.

**M. ELECTRICAL:**

Done ***only*** by Landlord. Call Landlord.

**N. TELEPHONE/CABLE:**

Interior lines/wiring: Done only by Landlord. Call Landlord. If Tenant elects to have phone home line the tenant must contact the vender and place service in their name with vender. If tenant chooses to connect to Comcast, fios, or direct TV, internet, the tenant will be responsible to place that Vender in their name and be responsible for payment Placement of interior lines must be approved by landlord. Tenant shall be liable for payment in full (bill) to the “provider” for the service call and labor. **Tenant/guests shall not cause any cable or satellite dish to be installed without written permission of Landlord.**

**O. WALLS:**

Tenant/guests must not install screws or nails into any wall without getting written permission from Landlord. If damage occurs tenant is responsible for all costs. Protect all hallways, stairways and entries when moving large objects with padding, thus not creating any scrapes or other

damages to the walls and stairs.

**P. BLINDS/CURRTAIN RODS AND HARDWARE/ WINDOW TINTING:**

Tenant/guests may install additional blinds, shades and/or awnings, curtain rods hardware with permission of installation from landlord, but they will remain at the property when Tenant vacates and become the property of the Landlord. Drapery and curtain rod hardware will also remain. The applied window tinting must remain on all windows to prevent UV rays from fading floors. Tenant will be held financial responsible for any damage done to window tinting (actual cost of replacement).

**Q. REPAIRS / MAINTENANCE/DAMAGES :**

Tenant/guarantor will pay 100% of the costs of all repairs and/or damage of any kind due to the lack of care, neglect or abuse by Tenant or Tenant’s guests, and pet. .Tenant is responsible for the first $100.00 of all basic appliance repairs. Exception is if the appliance is older than 5 years. Tenants may not cause any damages to property. If tenants cause any damage to the property, or is in default of the lease the Landlord has the right to immediately terminate the lease.

**R. VISITORS:**

Tenant/guarantors agrees to be responsible for all minors and/or guests and pay all charges for any damages caused by minors and/or guests.

***S.*****COUNTER TOPS:**

Tenant/guests agree to use **cutting board to protect the counter top from scratches and burn marks**. Tenant/guarantors will be charged for any scratches, burn marks or any damages to the counter top.

**T**. **Trees and shrubs**: Tenant may not cut or damage any trees or shrubs. Please contact landlord if you require a tree to be trimmed.

**U.** **Rental insurance:**  Tenant is required to have rental insurance covering water/fire/personal injury + liability. Tenant must show proof of rental insurance

V. **Snow removal/ salt spread:** Tenant is responsible for snow removal and salt spread. The Landlord may remove snow with tractor when landlord is available.

W. **Weed whacking of property:** Tenant is responsible for weed whacking (minimum of twice a month May thru September).

X. **Landlord’s Driveway easement to Campers**: Tenant may not block landlord’s driveway easement to Campers.

**16. LANDLORD - CARE OF THE PROPERTY:**

**A.** R e f e r t o P a r a g r ap h: 1-c(Landlord/s use of outside property, #7 (Landlord/ landlord’s guests exclusive use of campers, dog kennel and outbuildings), and #34

**B .** Landlord will keep the premises and common areas in reasonable condition and as required by Law.

**C.** Landlord will keep all the ***structural*** parts of the premises in good working order including ceilings, roofs,

floors, walls, steps, porches, windows and doors.

1. Landlord will keep all systems, services, and facilities supplied by the Landlord in safe and good working condition (unless abused by Tenant or his guests and unless there is a failure in service from Utility Company), which shall include electrical, plumbing, ventilation, sanitary, drainage, water, water heating and heating (September 30th – May 1st, weather permitting).
2. Landlord will provide mowing of the 5.2 acres.
3. Landlord will provide maintenance of driveway stones. Please call landlord to report any maintenance needs for driveway.

**17. SMOKE DETECTORS/ FIRE ALARMS AND EXTINGUISHERS A.** All alarms and extinguishers are tested annually by Landlord.

**B.** If required, one or more Smoke and Carbon Monoxide Detectors have been installed in the Unit.

Tenant must test the smoke and carbon monoxide detector at least monthly. Call Landlord immediately should there be any issues. Tenant must replace batteries in smoke / carbon monoxide detector as needed. Call Landlord immediately should there be any issues while trying to replace batteries. Contact the Landlord if the alarms are sounding or beeping or if any alarms are broken or malfunctioning. Should this occur, contact Landlord immediately.

**C.** It is against the Law to tamper with or set off smoke alarms or fire extinguishers. Any Tenant or his guests found to be in violation will be charged $75.00 per hour of emergency service to remedy or repair damages and pay any fines. Additional fees may be charged by the police or fire department for reporting to a “false alarm.” will also be charged to the tenant. Smoke alarms may be set off a number of ways, including but not limited to: excessive cigarette smoke, illegal smoke, burning food, fumes painting and sanding.

**D. Failure to notify Landlord or Landlord’s agent of any fire alarms that are sounding or beeping or which are broken or malfunctioning is a breach of this Lease.**

**E. DO NOT TOUCH, REMOVE OR ATTEMPT TO REPAIR ANY SOUNDING ALARM.**

**18. RULES AND REGULATIONS: also see tenant care of property # 15**

**Abide by the lease to protect the safety and welfare of other neighbors, the community and be a good neighbor.** Tenant/guests promises to obey all Rules and Regulations. Landlord cannot change any Rules or Regulations unless the change benefits the Tenant or improves the health, safety, or welfare of others. Any violation of the Rules and Regulations is a breach of this Lease. Tenant is responsible for Tenant’s family and guests obeying the Rules and Regulations and all laws.

**A. Alcohol and Drugs:**

Tenants and their guests must be 21 years of age to store and/or consume any alcoholic beverage in or

around the Premises. Kegs of beer are not allowed. Underage drinking is not permitted. Tenants and/or their guests may not consume alcohol to the extent in the Landlord’s discretion that they are an annoyance or a

threat to the endangerment of their co-tenants, guests, neighbors, themselves or property. The use, sale and/or storage of any illegal drugs, drug paraphernalia, in or around the premises is not permitted. If any such conditions are found to exist, the Landlord may notify the Local police Department, /Guarantors immediately and/or terminate the Lease.

**B. Safety:**

1. Tenant and guests are NOT permitted to ***sunbathe on roofs or party on roofs***, Tenant or his guests may not sit on opened windowsills for parties or hang objects from outside the windows; including laundry. To avoid a fire hazards: excessive clutter or excessive personal property covering more than 50% of floor space of any room is prohibited.
2. **No smoking** inside house or in or around the barn and storage shed. **No use of any candles** (fire hazard).
3. **Children must be supervised at all time when outside**. Children must be supervised when down by the **natural stream** to avoid possible drowning.
4. Tenants/Guests are not permitted to walk, sit on the Stone bank along the Western side of the building. Tenants/Guest are not permitted to be near or touch the inlet connection for the gas propane into the house unless there exist an emergency where the propane gas supply should be shut off to the house. **Children must be supervised at all tine when outside to avoid approaching the gas propane connection to the house.** **And refrain from walking or sitting on the surrounding stone work along the Western side of the house.**
5. The Tenant/Guest must follow the attached instructions and safety guide on the use of the propane gas furnace. When there is an odor of propane the tenant/guests must vacate the building and must shut off the valve located exteriorly on the Western side of the building about 2 feet north from the entrance and call Kauffman Gas 610-593-5063 immediately and the landlord: 610-470-9130. 484-631-5754
6. **At no time may the** **Tenants/Guest dig on the property without first getting written permission from the landlord to dig at the proposed site. There are underground gas propane lines, sewer lines and underground electric lines throughout the property.**
7. Tenants/guests are not permitted to walk or climb the **stone banks and cliffs located along at the South West part of the property. Children must be supervised at all time when outside to avoid the possibility that they may go along the cliff or climb the cliff stones.**
8. Landlord is not responsible for tenant/Guest’s exposure to any poison oak, poison ivy, or thistle. Children must be supervised at all time to avoid possible exposure to these plants.

**C. Hazardous materials, flammable materials, explosive materials, and firearms:**

Not permitted. Violation of this can result in immediate eviction and possible EPA or criminal charges.

**D. Waterbeds:**

Not permitted. No exceptions.

**E. Barbecue grilles/ candles/smoking:**

Supervised, out-door use only. No gas, charcoal or electric grilles, including hibachis, are to be operated inside the premise, hallways, roof, overhangs or ledges for cooking or heating purposes. **If found, Lessee**

**will be charged a minimum of $50.00**. Use of any candles are prohibited. No indoor cigarette smoking. .

**F. Storage:**

Storage of personal property is not permitted at exits, hallways, fire escapes or

staircase landings, utility rooms, or foyers. It is a fire code violation to hinder the entry or exiting of Tenants.

Landlord assumes no responsibility for the loss of any Tenant personal property. Landlord assumes no responsibility of any personal items stored in barn or storage shed.

**G**. **Snow Removal / salt spread:**

Tenant is responsible for all snow removal and removal and prevention of ice accumulation on all steps, decks, walkways, entrances, parking areas and driveway. Landlord may remove snow with their tractor when landlord is available.

**H. Ruff Housing, excessive Noise, Parties:**

No ruff housing, wrestling, or running in the premise. No sitting on the windowsills. Excessive loud music, parties, fireworks, or noise generated from the premise by either the Tenant or his guests is not permitted. Neither shall you commit or permit any act, which will unreasonably interfere with the rights, comfort or convenience of other neighbors, occupants, or landlord. You shall maintain quiet in the premises. You shall keep the volume of any radio, television or musical instrument in your premise sufficiently reduced at all times so as not to disturb neighbors, occupants, or landlord. Tenants or guests are not permitted to sunbathe on roofs or party on roofs.

Washing of cars outside of your premise is prohibited.

**I. Miscellaneous:**

**1.** No live or natural Christmas trees may be brought into Premises. Any tenant violating this provision will pay the cost of cleaning any needles from the premises along with a **$50.00 disposal fee** and will also be held liable for any damages.

**2.** Hazardous materials, flammable materials, explosives materials, and firearms are not permitted. Violation of this can result in immediate eviction and possible EPA or criminal charges.

3. Tenant agrees to be responsible for all minors and/or guest and pay for all charges for any damages caused by their minors and/or guests.

4. Tenant/guest agrees not to hang or place laundry on the exterior of any building, lawn, Let the landlord know if you want a wash line installed and we will provide one for you.

5. No waterbeds.

**19. LANDLORD ENTRY/ REPRESENTATIVE:**

Landlord will notify Tenants at least 24 hours in advance but may enter the tenant’s premise if there is an emergency situation. Landlord or representative of Landlord may enter the Premises at any reasonable hour to inspect, repair, exterminate, or perform any other work Landlord chooses with 24 hour notification. Landlord does not require permission from Tenants to enter premise once 24 hour notice has been provided. Landlord may also, at any reasonable time show the Premises to possible Buyers or future Tenants. Landlord may place a “for sale ” or “for rent“ sign on the property.

**20. PROCEDURE TO VACATE:**

A. Give proper notice according to renewal term ( Section 3A). This must be in writing, dated and signed.

B. Cooperate with Landlord in showing your premise and keeping it as presentable as possible. We will

Notify the spokesperson by telephone or email if your premise is to be shown.

C. You will receive an Evacuation Checklist for your convenience when we have been notified that you will be leaving. Please be sure you:

D. CLEAN: Clean your entire premise, including appliances, in preparation for the final walk through inspection. The use of abrasive cleaners on all fiberglass tubs or shower stalls is strictly prohibited. A non- abrasive cleaner such as “Soft Scrub” is suggested. If abrasive products damage any fixtures, Tenant will be responsible for the cost of repair or replacement.

E. WALL REPAIR: Protect all hallways, stairways and entries when moving large objects with padding, thus not creating any scrapes or other damages to the walls and stairs The Tenant must repair (correctly spackle and sand) all wall damage and paint all damaged areas on the walls. The tenant must return every wall in the premise to its original color upon possession of the premise, unless otherwise agreed upon.

F. CARPETING: Tenant(s) agree(s) to have all carpets in the leased **unit professionally cleaned by a commercial carpet cleaning company and furnish receipts to the Landlord at the end of the lease term**. Failure to do so or to furnish receipts will result in Landlord cleaning the carpets and the cost will be deducted from the Security Deposit. See Section J for expenses.

H. KEYS: **All keys MUST be in the possession of the landlord within 24 hours after the final inspection.** Keys must be left in a clearly marked envelope and left on the kitchen counter of your premise or returned to the landlord. Keys from ALL tenants must be returned.

I. REPAIR EXPENSES:

 **All charges for breakage and damages will be assessed at actual cost.**

J. In the event that any outstanding charges are turned over for collection, a fee of 30% of those total charges and all legal fees at a fee of $200.00 per hour will be paid by tenant to landlord.

K. Notify Landlord of your new address so the security deposit check and accounting statements will be forwarded to you. If you have not vacated your premise by 11:00 A.M. on the last day of your lease, or left your premise dirty and damaged, thus not allowing the landlord to prepare the premise for new occupants or prohibiting the new tenant to move into the premise you will be charged a holdover rental charge as follows: **20% of premise’s monthly rent (per diem) or $200.00 per day (whichever is greater) until you vacate.** All items left at your premise after 11:00 am on the last day of your Lease

will be considered abandoned and thrown away. (Section 26)

**21. INSURANCE / LIABILITY and PERSONAL PROPERTY:**

Landlord is not responsible for any loss, expense or damage to any person or property unless due to the Landlord’s gross negligence. Landlord is not gross negligent as long as landlord attempts to make necessary repairs or contacts the appropriate party or parties to correct the situation. Landlord is not legally responsible

for any injury or damage to Tenant or Tenant’s guests that occurs on the Property. Tenant is responsible for any loss to Landlord caused by Tenant, Tenant’s family or Tenant’s guests, including attorney’s fees. Keeping in mind that these examples are not limited to the following: roof leaks, plumbing leaks, electrical outage or shorts in wiring (which cannot often be detected at the first few attempts), storms, freezing temperatures, flooding, wind, ice or snow. Tenant must pay for all expenses, losses and legal fees of the Landlord resulting from any act or neglect of the Tenant or his guests, including violations of this Lease damage or loss of life or personal property i.e. water damage, loss of food products due to electrical loss, dry cleaning or laundry charges, or replacements of products belonging to the Tenant or his guests*.*

**Tenant must obtain insurance** to protect his personal property and that of his guest against any damages that might arise from leaking pipes /roof, fire, and or theft. Landlord does not provide insurance for these purposes. Tenant must show proof of required rental insurance prior to possession of premise.

**22. CHANGING TENANTS / SUBLEASING AND TRANSFER**

**A.** NO SUBLEASING ALLOWED. You may not collect rent or securities from another individual.

Should current tenant wish to terminate the current lease mid-term, the current tenant will forfeit security monies. Tenant/guarantor will continue to pay all rent until the End 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. Renting of the 1st floor in-law suite must be approved by Landlord. If allowed tenant must be approved by Landlord and must be added to the lease by an addendum and signed by all parties of the lease. An additional tenant fee will be added to the rent.

**B.** Until an application is made and accepted, and a new Lease fully executed by new Tenant(s), and

guarantor(s), the previous Tenant(s) and Guarantor(s) remain fully responsible for the performance of the

Lease and all payments required.

**C.** Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.

**23. SPECIAL CLAUSES:**

Any special clauses must comply with the Pennsylvania Plain Language Consumer Contract Act. The Attorney

General has not pre-approved any special conditions/additional terms added by Landlord or Tenant after plain language pre-approval of this Contract.

**LANDLORD REMEDIES IF TENANT BREACHES LEASE:**

**A.** If Tenant breaches Lease for any reason, Landlord’s remedies may include any or all of the following:

a. Taking possession of the property by going to court to evict Tenant. Tenant/guarantor agrees to pay Landlord’s legal fees and reasonable costs, including the cost for Landlord or Landlord’s agent to attend court hearings. If tenant is evicted the Tenant’s/guarantor’s obligations will still continue until the end of the Lease term without ending or reducing Tenant’s/guarantor’s obligations.

b. Filing a lawsuit against Tenant/guarantor for rents, damages and unpaid charges, including attorney’s fees,

and for rents and charges for the duration of the Lease term. If the Landlord is awarded a monetary judgment against Tenant/guarantor, Landlord may garnish Tenant’s/guarantor’s wages and take Tenant’s/guarantor’s personal goods, furniture, motor vehicles and money in banks.

c. Keeping Tenant’s Security Deposit to be applied against unpaid rent or damages, or both.

**B.** If Tenant is in default under any obligation of this Lease, then the Landlord may take action to correct that default and charge the Tenant/guarantor the cost in doing so. Tenant/guarantor must immediately pay the cost along with any additional expenses of the Landlord within 10 days after notification of the amount due.

**C.** If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice.

TENANT WAIVES OR GIVES UP TENANT’S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT NOTICE PERIOD IS STATED HERE:\_

**D**. Should Tenant be evicted or leave the Premises before the end of the lease term, or the Premises is condemned for Tenant violation of municipal ordinance, then Tenant/guarantor shall remain liable for all rents and other charges due for the full term of the Lease. The Security Deposit may not be refunded and may be used toward the cost to rent / advertise the premise.

**24.** T**ENANT’S WAIVERS:**

**A. Notice of Default:** Landlord is not required to give Tenant a notice of default or an opportunity to correct any default.

**B. Curing Defaults:** If Tenant is in default under any obligation of this Lease, then the Landlord may take action to correct that default and charge the Tenant/guarantor the cost in doing so. Tenant/guarantor must immediately pay the cost along with any additional expenses of the Landlord within 10 days after notification of the amount due.

**C.** Landlord is not required to give Tenant/guarantor a notice of default or an opportunity to correct any default.

TENANT/GUARANTOR WAIVES THE RIGHT TO A NOTICE TO QUIT UNDER THE LANDLORD TENANT ACT.

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

**E.** The Tenant/guarantor consents to personal jurisdiction in the local District court, Pennsylvania, to hear a Landlord Tenant or Civil Complaint.

**25. MULTIPLE NOTICES:**

Landlord need not notify each Tenant/guarantor individually and may elect to give one notice for the Premises binding on all Tenants/guarantor. Also, any notice from any one of the Tenants/guarantor will be considered notice from all of the Tenants/guarantor, and will be binding on all of the Tenants/guarantor.

**26. ABANDONMENT:**

**If Tenant abandons the Premises** at any time during the Lease term, Tenant’s/guarantor’s obligations will still continue until the end of the Lease term without ending or reducing Tenant’s/guarantor’s obligations. The Landlord may: (a) take possession of the Premises; (b) perform any repairs or renovations that the Landlord considers needed; (c) try to re-rent the Premises; (d) declare all rent and other charges immediately due for the entire remainder of the term; (e) sue the Tenant/guarantor for any money Landlord is entitled to. Landlord may pursue any combination or all of the above.

**Landlord has no duty to re-rent** the Premises in the event of abandonment or collect rent for the Tenant’s benefit. Landlord may re-rent the Premises on any terms or conditions as he sees fit. Any rent actually received from a new Tenant will be applied first to the Landlord’s expenses for repairs and re-rental. And last towards

the Tenant’s/guarantor’s remaining obligations to the Landlord.

Any of Tenant’s personal property or possessions remaining on the Property after Tenant moves out will be considered to be abandoned property. Landlord will have the right to remove and dispose of any abandoned property in any manner determined by Landlord. Tenant will pay for the cost of removal and disposal of abandoned property.

**27. LEASE TERMINATION/ TENANT’S DEFAULT:**

Landlord may terminate this Lease and evict Tenant if Tenant fails to pay any rent or other charges when due or if Tenant violates any other term of the Lease. If the Landlord terminates this Lease, Tenant/guarantor will still remain responsible for all rent and obligations **until the end date of the Lease.** Landlord will have the **same** rights as if the Tenant **abandoned** the premises as described above. Without reducing the Landlord’s rights or Tenant’s/guarantor’s obligations, Landlord may sue Tenant/guarantor for eviction and for all money due from Tenant/guarantor, both past due and/or the remainder of the term.

**28. NO WAIVER BY LANDLORD:**

If Landlord forgives or overlooks any violation of this Lease, it will NOT be considered a waiver of the

Landlord’s rights and the 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 the 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 remainder of the

Lease remains in full force.

**29. REMEDIES AGAINST LANDLORD LIMITED:**

If tenant/guests/guarantor are determined to have any legal rights against the landlord, then tenant’s/guest’s/guarantor’s rights are limited to landlord’s interest in the premises for payment of any judgment or other court remedy. Tenant/guest’s/guarantor’s may not claim or have access to any property of the landlord other than the premises. Maximum claim awarded to tenant/guests/guarantor against landlord **may not exceed** the total amount of rent received by the landlord from the tenant/guarantor.

**30. NO BROKERS**

The Tenant has not been assisted by any Real Estate Broker in the leasing of the premises. Tenant will pay any claim from any Broker or Agency for their compensation in renting this unit.

**31. INDIVIDUAL RESPONSIBILITY:**

All Tenants and Guarantors are jointly and severally responsible for the terms of this Lease. Each Tenant/Guarantor is individually responsible for the performance by all the other Tenants/Guarantors. Tenants/Guarantors may not divide or apportion their responsibility under this Lease. Any breach by any Tenant or their Guarantors will become the responsibility of all the Tenants/Guarantors both individually and collectively.

**32. CONDITION OF PROPERTY:**

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows: (listed if applicable)

**33. DESTRUCTION OF PROPERTY:**

**A.** Tenant/guests/guarantor will notify Landlord or Landlord’s agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant/guests/guarantor will immediately notify Landlord or Landlord’s agent of any condition in the Property that could severely damage or destroy the Property.

**B.** If the property is severely damaged or destroyed for any reason:

a. Tenants may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired, OR

b. If the law does not allow Tenants to live on the property and Landlord cannot accommodate with additional living arrangements, this Lease is ended.

**C.** If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.

**D.** If Tenant, Tenant’s family, or Tenant’s guests cause damage by fire or by other means, th is Lease will remain in effect and Tenant/guarantor will continue to pay rent, even if Tenants cannot occupy the Property.

**34**. **SALE OF PROPERTY:**

**A.** If Property is sold, Landlord will give Tenant in writing:

a. Notice that the Security Deposit has been given to the new landlord, who will be responsible for it.

b. If known, the name, address, and phone number of the new landlord and where rent is to be paid. **c.** Tenant agrees that Landlord may transfer Tenant’s security Deposit and advanced rent to the new landlord. **d.** Landlord’s responsibilities to Tenant under this Lease end after the Property has been sold and the Lease is transferred to the new Landlord.

**35. IF GOVERNMENT TAKES PROPERTY:**

**A.** The government or other public authority can take private property for public use. The taking is called condemnation.

**B.** If any part of the Property is taken by the government, Landlord will reduce Tenant’s rent proportionately.

If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused Security Deposit or advanced rent.

**C.** No money paid to Landlord for the condemnation of the Property will belong to Tenant.

**36. LAWS & REGULATIONS**

Tenant/guests must comply with all laws, ordinances rules, regulations, and orders of all governmental authorities. Tenant/guests will not violate any fire regulations or other regulations. Tenant/guest will not do anything to increase Landlord’s insurance premiums. If Tenant does, then Tenant/guarantor must pay the increase in premium.

**37. LEAD PAINT NOTICE**

**Property was built after 1978**



**A. Lead Hazards Disclosure Requirements**

The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of a 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 about any lead-based paint hazards that may be on the property, where the lead-based 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. The Act does not apply to housing built in 1978 or later.

**B. 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.

**C. Landlord initial one:**

x Landlord does not know of any lead-based or lead-based paint hazards (dangers) on the Property.

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.

**D. Landlord initial one:**

x Landlord has no reports or records about lead-based paint or lead-based paint hazards at the property.

**OR**

Landlord has given Tenant/guests all available records and reports about lead-based paint or lead-based

hazards at the property. List records and reports.

**E. Tenant initial all that are true:**

|  |  |  |
| --- | --- | --- |
| /\_ /\_ /\_ | | |
|  | /\_ /\_ /\_  /\_ /\_ /\_ |  |
|  |  |

Tenants received the pamphlet ***Protect Your Family From Lead in Your Home*** (attached) Tenant/guests read the information Landlord gave in paragraphs 37(A) and (B) above.

Tenants has received all records and reports that Landlord listed in Paragraph 37(D) above.

F. Landlord, tenant, guarantor certify, by signing this Lease that the information given is true to the best of knowledge.

**38. ENDORSEMENTS / ADDENDUMS ATTACHED TO LEASE:** (None unless indicated)

**A.** Pet addendum

**B. use and care guide for non vent Dyer**

**C. Propane safety, use and care of propane gas furnace.**

**D. use and care guide of microwave and washer.**

**39. Tile floor safety**

The tenant is obligated and responsible to keep all tile flooring dry at all times to prevent the risk of slipping and falling. Tenant is responsible to install and maintain a plastic shower curtain in all shower areas in such a way to prevent water from being sprayed on splashed onto the floor when shower is in use. Tenant must maintain a slip proof absorbent throw rungs in all bathrooms, kitchen sink areas and entrance ways to prevent slipping and falling on wet tiled surfaces.

Tenant must mop up any water spillage immediately. Skid proof mat must be used in showers to prevent falls.

**40. SIGNATURES**

This Lease is the entire agreement between Landlord, Tenant and guarantor. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this Lease are valid unless in writing signed by Landlord, Tenant and guarantor. **If Tenants or Guarantors have any questions please call your landlord with any concerns. It is advised to consult an attorney before signing/cosigning this lease. All Tenants/guarantor should initial each page of this lease before signing.**

**By signing below you have acknowledged and agreed to all initialed areas and all terms of this lease.**

**TENANT**

**1. Tenant: \_\_\_\_\_\_\_ Date:**

**Print:\_\_ \_Chuck Ferguson 484-319-5376\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2. Tenant: \_\_\_\_\_\_\_\_ Date:**

**Print: Shannon Longenecker 618-333-9220**

**Guarantor:**

1. **\_\_ Guarantor: \_\_\_\_\_ Date:**

Print: xxxxxxxxxx

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LANDLORD: Cindy D. Stoltzfus Landlord and Real Estate Licensee**

Date: