

## RESIDENTIAL LEASE AGREEMENT

### 1. PARTIES

This lease is made on \_\_\_\_\_ between the tenants \_\_\_\_\_

And the landlords: Bruce and Julie Beam.

### 2. PROPERTY

The landlord agrees to rent to the tenants the following property:

### 3. CONDITIONS

The monthly rent is \$ \_\_\_\_\_. The term of this lease is from \_\_\_\_\_ to \_\_\_\_\_. Rent is due in advance on the \_\_\_\_\_ day of the month. If rent is more than 1 day late, the tenant must pay a late fee of \$2.00 per day until rent is postmarked. The security deposit is \$ \_\_\_\_\_. The rental license fee is \$40.00. This is paid annually with the security deposit and is non-refundable. A \$25.00 fee will be charged for each check returned by the bank. This is a joint and several lease. This means that all the tenants as a group and each of the tenants as an individual 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, landlord can bring a suit against any one tenant separately (severally) for all of the unpaid rent.

After the expiration of the term of this lease, this lease shall terminate absolutely without the requirement of notice by either party. Any tenant(s) holding over beyond the term of the lease will be considered trespassers and treated accordingly.

The tenant may use the property only for residential living accommodations. The maximum number of people who can live in the property is \_\_\_\_\_.

Tenant will pay rent to the landlord at: Beam's Rentals

PO Box 202 Shippensburg PA 17257 (717) 530-1728

Tenant will be responsible for paying heat, electricity, gas, hot water, water/sewer/trash, telephone, cable, renter's insurance (on contents of premises), snow removal. Landlord will be responsible for paying lawn care, taxes - real estate and school, fire insurance (coverage of the exterior of the premises, including the structure of the building).

### 4. COPIES OF SIGNED LEASE

The tenant does not have to pay rent until the landlord gives the tenants one copy of the lease signed by the landlord and all tenants.

### 5. INABILITY TO GIVE POSSESSION

If, for any reason not caused by the tenant, the landlord is unable to give the tenant possession of the property on the beginning date of the lease, the tenant will not owe rent until the landlord gives possession. The landlord will not have to pay damages to the tenant if the reason for not giving possession is beyond the landlord's control. For the purposes of this lease agreement, the holding over of a prior tenant shall not be deemed to be a breach of the landlord's duty to transfer possession to the tenant.

### 6. DESTRUCTION OR DAMAGE

The tenants are responsible for their own negligence and the negligence of their guests, family or any others they allow on the property. The landlord is not required to make repairs caused by the tenants negligent conduct or by the willful misconduct of the tenant or a person on the property with the tenants permission.

Upon expiration of the term of the lease, the landlord shall inspect said premises to determine damage, if any, following removal of tenant from the property. Any damages to the leased area or any repairs necessitated as a result of the tenant's use of the leased are shall be done by the landlord at the expense of the tenant and deducted from the security deposit. The application of the security deposit shall not limit the damages which may be claimed by the landlord against the tenant. The landlord shall account to the tenant for the unused portion of the security deposit within thirty (30) days following the expiration of the term of the lease. Tenant expressly acknowledges that the security deposit is not considered to be payment for the last month's rent.

### 7. SALE OF THE PROPERTY

If the landlord sells or transfers the property, the landlord will give written notice to the tenant stating: the name of the new landlord; the address and telephone number of the new landlord and/or agent; where and to whom to pay rent; and whether the landlord has transferred the security deposit to the new landlord.

A landlord who provides the notice describing the new landlord as required in **Section 7** is not responsible under this lease for events occurring after the sale of the property. The landlord agrees to include in any sale or voluntary transfer of the property, a written provision requiring the new landlord to accept all of the obligations of the lease.

### 8. LANDLORD'S ENTRY ONTO PROPERTY

The landlord can enter the property at reasonable time to inspect the property; make repairs, alterations or improvements; supply services; show the property to prospective buyers/lessors, mortgage lenders, contractors or insurers. In case of emergency, the landlord can enter the property at any time without notice to the tenant.

### 9. TENANT PROMISES

The tenant and other people the tenant allows on the property promise to:

- a. Obey all laws that apply to tenant.
- b. Keep the property clean and safe.
- c. Use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a safe and reasonable way.
- d. Promptly remove all trash, garbage, junk and debris from the property as required by the landlord and local law. Any trash that is left on the grounds, porches, and balconies or in the hallways will be removed at the rate of \$10 per item or a minimum charge of \$15.
- e. Not deliberately or negligently destroy, deface, damage or remove any part of the property or grounds.
- f. Not unreasonably disturb the peace and quiet of the landlord, other tenants or neighbors.
- g. Promptly notify the landlord of conditions that need repair.
- h. Make not major change to the property, such as painting, rebuilding, removing or repairing without the landlord's consent. Alterations become the property of the landlord, unless the landlord gives written permission to remove them.
- i. Keep nothing in the property that is highly flammable, dangerous or substantially increases the danger of fire or injury.
- j. Allow the landlord to put of "sale", "rent" or "information" signs.
- k. Move out of the property when the lease ends.
- l. Tenant shall not impose any liability on the landlord resulting from personal injury or property damage arising from any use of the premises by the tenant, guests or invites, or by any acts done by the tenant, their guest and invites, including court costs and counsel fees.
- m. The tenant agrees to receive the premise in good order and condition and at the expiration of this lease, tenant will leave the premise in good order and condition as when moved in, with the exception of damage caused by fire, flood or acts of God, ordinary wear and tear and other causes beyond the tenants control however, the tenant shall be responsible for any repairs resulting from negligent acts of the tenant, their guest or invites.
- n. The tenant agrees that there shall be no pets or other animals whether domestic or otherwise, including parrots, birds, rabbits, iguanas, kept on the premises. Tenant will not allow tenant's guests or others to have or bring pets onto the leased premises. If any pet is found, it must be removed immediately and a charge of \$50 per pet, per month, retroactive to the beginning of the lease will be charged as additional rent due.
- o. Absolutely no kegs or beer balls allowed in or around the premises. Tenants may not have any parties. Tenants shall observe "quiet hours" between the hours of 11:00 pm and 8:00 am daily.
- p. Absolutely no additional locks of any kind may be installed. If you wish to have a deadbolt installed, we will arrange for it, with a charge to the tenant which includes installation, labor, keys, materials, etc. This includes interior bedroom and exterior door locks.
- q. At no time are motor vehicles of any type allowed on the grass, porches, or sidewalks. All cars in the parking lot must be currently licensed and inspected. All cars that are not will be towed away at tenant's expense.

## 10. LANDLORD PROMISES

The landlord promises to:

- a. Operated and keep the property and common areas in the manner required by law.
- b. Keep the property in good repair and good working order. This includes the roof, windows, doors, locks, floors, steps, porches, exterior and interior walls, ceiling, foundations and all other structural parts of the property. This includes electrical, plumbing, sanitary, drainage, heating, water heating and ventilating systems. However, in the event that such repairs are necessary due to the negligent acts of the tenant or their guests, then such repairs shall be performed at the expense of the tenant.
- c. Continue all service and utilities that the landlord has agreed to provide under **Section 3**.

## 11. DEFAULT

Upon any occurrence of default such as failure to pay rent, failure to perform any terms or conditions of this lease, abandonment by the tenant of the lease premises, or insolvency of the tenant the lease shall be deemed to have been breached.

- A. At the option of the landlord, the rent for the remainder of the term of this lease shall immediately become due and payable.
- B. At the option of the landlord, this lease and the term created shall become void without any right on the part of the tenant to save the forfeiture by payment of any sum. The landlord shall be entitled to recover damages for such default in an amount equal to the amount of the rent owed until the expiration dated of the lease.
- C. At the option of the landlord, the landlord may lease the premises to such persons without affecting tenant liability for any loss of rent for the balance of the term.
- D. Tenant will pay to the landlord as additional rent on demand, all of landlord's cost, charges and expenses including reasonable fees of counsel, or others retained by the landlord for enforcement of tenants covenants

under this lease.

## 12. LANDLORD REMEDIES

Before the landlord can file a lawsuit in court to evict the tenant for failure to pay rent or other charges required by the lease, the landlord must give the tenant 10 days written notice to leave the property. This lease ends on the eleventh day after the landlord gives notice, if the tenant does not pay. The landlord may then file a lawsuit in court to evict the tenant.

Before the landlord can file a lawsuit to evict the tenant for failure to comply with any provisions of the lease other than for non-payment of rent or charges, the landlord must give the tenant written notice. The notice must describe the problem and give the tenant 5 days to correct the problem.

- A. If the tenant does not correct the problem or if the problem happens again during the lease term, the landlord can end the lease by giving the tenant a 10 day written notice.
- B. This lease ends on the eleventh day after the landlord give the second notice. The landlord may then file a lawsuit in court to evict the tenant.

These are not the only remedies the landlord has if the tenant violates or breaks this lease. Besides ending this lease and evicting the tenant, the landlord can sue the tenant for unpaid rent, other damages, losses or injuries. **If the landlord gets a judgment for money against the tenant, the landlord can sue the court process to take your personal goods, furniture, motor vehicles and money in banks.**

**In this Section the tenant gives up or waives a right to receive longer notice to leave the property for reasons not related to payment of rent.**

## 13. SECURITY DEPOSIT

The landlord requires the security deposit at the signing of this lease. The tenant cannot use the security deposit to pay the last months rent. The landlord can use the security deposit for unpaid rent and damages that are the tenants responsibility beyond normal wear and tear.

When the tenant moves out, the landlord will prepare a list of charges for damages and any unpaid rent. The landlord can deduct these charges, if any, from the security deposit and will return the balance with any interest due to the tenant within 30 days. **The tenant must give the landlord written notice of the tenant's new address or make other arrangements with the landlord for the return of the security deposit.**

Tenant agrees to the following move-out procedures:

- A. All miniblinds must be wiped free of dust.
- B. All keys are to be left on the kitchen counter.
- C. All floors must be cleaned and free of spots. Carpets must be vacuumed. Carpets will be professionally cleaned at the tenants expense.
- D. Stove, refrigerator, exhaust fan, windows and baths must be thoroughly cleaned.
- E. All light fixtures, doors and cupboards must be clean. All light bulbs, smoke detectors and fire extinguishers must be in working condition.
- F. Inside of windows washed.
- G. All personal effects, food and trash must be removed.
- H. Baseboards and radiators must be wiped down and vacuumed.

## 14. TAKING OF PRIVATE PROPERTY - CONDEMNATION

The taking or private property for a public purpose is called condemnation. The taking happens either by court order or by transferring ownership to the condemning agency. If all or part of the property is taken by this process, the landlord or the tenant can end this lease after giving 30 days written notice. The tenant can receive relocation benefits from the taking agency.

## 15. TENANT TRANSFER OF LEASE

The tenant cannot lease the property to any other person or let any other person take over the tenant's rights and duties under this lease, unless the landlord first gives written approval. Should the sublet or transfer exceed 60 days, the tenant will pay the landlord \$125.00 as a fee for processing the request.

## 16. PRIORITY OF LEASE

If this property is sold at a mortgage foreclosure sale, the purchaser can end this lease. In a foreclosure sale, all mortgages that now or in the future affect the property have a priority over this lease. The tenant agrees to sign all papers needed by the mortgage holder to give priority over this lease.

**In this section the tenant gives up or waives a right to have the lease continue after some foreclosure sales.**

## 17. ENTIRE AGREEMENT

This lease contains the complete agreement between the landlord and the tenant. This lease creates legal duties on the

landlord and tenant and anyone who lawfully succeeds to their rights or takes their places. The landlord and tenant can change this lease only by a written agreement signed by both of them.

**18. TENANT GIVES UP (WAIVES) RIGHTS**

By signing this lease, the tenant gives up or waives legal rights that are explained in this section and in **Section 12 (Landlord Remedies) and 16 (Priority of Lease)**.

A. **In Section 12 (Landlord Remedies)**, the tenant agrees that the landlord can give the tenant 10 days notice to leave the property for reasons not related to payment of rent. This means the tenant gives up the right to receive a longer notice.

B. **In Section 16 (Priority of Lease)**, the tenant agrees that a mortgage has a priority over this lease. This means a person who becomes an owner of the property through a mortgage foreclosure can end the tenant's lease.

**19. LEAD-BASED PAINT**

TENANT HAS REVIEWED ALL THE FOLLOWING INFORMATION AND HAS RECEIVED THE PAMPHLET "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME".

**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

**Lead Warning Statement**

Every lessor of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real property is required to provide the lessee with any information on lead-based paint hazards from risk assessments or inspection in the lessor's possession and notify the lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to leasing.

**Lessor's Disclosure** (initial)

(A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

\_\_\_\_ Lessor has no knowledge of lead-based paint and or lead-based paint hazards in the housing.

(B) Records and reports available to the lessor:

\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

WITNESS:

TENANTS

DATE

---

---

---

---

---

---

---

---

---

---