

# RESIDENTIAL LEASE AGREEMENT

**NOTICE TO TENANTS:** You are giving up important consumer rights by signing this Lease. If you do not meet your obligations under this Lease you may lose your security deposit. Landlord may sue you for money damages or go to court to evict you if you do not meet the terms of this Lease.

**DATE OF LEASE:**

**LANDLORD:** BHAMM Properties LLC.

**TENANT:**

**TENANT:**

LANDLORD agrees to rent and TENANT accepts this LEASE on the following conditions: Tenant must inform Landlord if they are renewing lease by 4/1/05. If Tenant does not renew landlord may show property to perspective tenants at that time 4/1/05.

**1. PROPERTY**

LANDLORD agrees to rent to TENANT the following PROPERTY:

**2. TERM**

Length of Lease: (called the "TERM" in this Lease)

Date Lease Begins: 12/01/04

Date Lease Ends: 05/31/05

**3. RENT**

Monthly Rent: 950.00

RENT due on the First day of each month.

TENANT must pay this RENT every month without LANDLORD first asking for it.

TENANT may deduct \$50.00 if LANDLORD receives the RENT before Fifth.

TOTAL RENT for the length of LEASE TERM is 3,000.00.

LANDLORD does not have to give TENANT a receipt for rental payments.

**INFORMATION ONLY**

**NOTE:** Persons using this document should check current laws and interpretations before signing this Lease. The Association is not responsible for disputes arising from the use of this document.

TENANT must pay full rent each month and may not deduct funds from rental payments for any reason. LANDLORD will first apply payment(s) towards any outstanding rental balance due.

**4. ADDITIONAL RENT**

In addition to the RENT which TENANT is to pay under Paragraph 3 (RENT), TENANT agrees to pay as ADDITIONAL RENT:

- a) 0.00 per month for the use of parking space(s) No. 0.
- b) 0.00 per month for the use of air conditioner unit(s).
- c) Utilities billed to LANDLORD which are TENANT'S responsibility under Paragraph 10 of this LEASE.
- d) 0.00 per month for 0.00.

**5. PLACE OF PAYMENTS**

TENANT must pay RENT to LANDLORD at the following address:

\_\_\_\_\_

**6. NOTICES**

LANDLORD and TENANT must send all notices by postage pre-paid First Class U.S. Mail. Notice is given when it is mailed. TENANT must send notices to LANDLORD at the address listed in **Paragraph 5** of this LEASE. LANDLORD must send notices to TENANT at:

\_\_\_\_\_

**7. USE.**

TENANT may use the PROPERTY only as a private residence for 2 persons. Only TENANT and the persons listed on TENANT'S LEASE may live in the PROPERTY.

- a) TENANT may not commit any act or allow any activity to occur on the property which violates or breaks any Federal, State or local laws or ordinances. TENANT may not use the PROPERTY for any disorderly or illegal purpose.
- b) TENANT may not store any hazardous, flammable or toxic substances in or on the PROPERTY. TENANT may not do or allow any behavior in the PROPERTY is a nuisance or which creates a risk of injury, loss or damage. TENANT may not do or allow any activity which increases the costs of insurance or the LANDLORD'S ability to either get or keep insurance coverage on the PROPERTY.

**8. SECURITY DEPOSIT**

- a) Before moving into the PROPERTY, TENANT must pay a SECURITY DEPOSIT in the amount of **900.00** LANDLORD will put the SECURITY DEPOSIT in an account at **PNC Bank** if the SECURITY DEPOSIT is more than \$100.00.
- b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT under the LEASE.
- c) TENANT agrees that during the TERM, LANDLORD may:
  - 1. decide to use all or part of the SECURITY DEPOSIT to pay for damages caused by TENANT to the PROPERTY; and/or
  - 2. use all or part of the SECURITY DEPOSIT if TENANT fails to pay RENT or ADDITIONAL RENT.
- d) LANDLORD will return the SECURITY DEPOSIT within thirty (30) days of the end of the TERM or within thirty (30) days of TENANT leaving and turning in the keys, if TENANT:
  - 1. gives LANDLORD written notice of TENANT'S new address; and
  - 2. did not damage the PROPERTY; and
  - 3. paid all RENT and ADDITIONAL RENT in full; and
  - 4. fully performed all responsibilities under this LEASE.

**9. RETURNED CHECKS**

If TENANT'S check is returned by the bank, TENANT will pay a charge of **35.00** as ADDITIONAL RENT. TENANT must take all further payments to LANDLORD in cash or by certified check or money order if LANDLORD receives two (2) or more checks returned by the bank.

**10. UTILITIES**

- a) LANDLORD will supply and pay for the following utilities:

- Electricity
- Gas
- Water
- Fuel Oil
- Heat
- Sewer
- Telephone
- Cable TV
- Air Conditioning
- Garbage Disposal
- \_\_\_\_\_
- \_\_\_\_\_

INFORMATION ONLY

NOTE: TENANT will use utilities in a careful and reasonable way.

- b) At the end of the LEASE, TENANT must provide LANDLORD with proof that all utilities billed to TENANT are paid in full. LANDLORD does not have to return any SECURITY DEPOSIT to TENANT until TENANT gives LANDLORD proof that TENANT has paid all utilities.

**11. APPLIANCES**

- a) LANDLORD will provide the appliances checked below:

- Stove/Range
- Refrigerator
- Microwave
- Dishwasher
- Disposal
- Washer
- Dryer
- Air Conditioner
- Kitchen Table
- Dishwasher, Dryer, Washer, & Air conditioner are courtesy appliances and repaired or replaced at landlords discretion
- \_\_\_\_\_

- b) LANDLORD may repair or replace non-working appliances other than furnace at his discretion.

- c) TENANT agrees to keep all appliances clean and to immediately report any appliances which are broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance which is broken, damaged or not working because of the fault of TENANT or his/her family or guests.

#### 12. LANDLORD UNABLE TO GIVE POSSESSION

- a) LANDLORD will not pay damages to TENANT if LANDLORD cannot give possession for reasons beyond LANDLORD'S control.
- b) If LANDLORD is unable to give possession of the PROPERTY to TENANT on the date when the LEASE is to start:
  - 1. LANDLORD will promptly notify TENANT that possession is not ready for TENANT;
  - 2. TENANT will not have to pay RENT or ADDITIONAL RENT until possession of the PROPERTY is given to TENANT;
  - 3. TENANT must pay RENT or ADDITIONAL RENT for any part of a month that TENANT has possession.
- c) TENANT may end the LEASE if possession of the PROPERTY is not given to TENANT. TENANT must give notice:
  - 1. in writing within five (5) days of receipt of LANDLORD'S notice of delay; OR
  - 2. in writing before the sixth (6th) day after the LEASE is to start and possession is not ready for TENANT.
- d) If TENANT ends the LEASE because LANDLORD has not given possession to TENANT, LANDLORD will return any SECURITY DEPOSIT or other deposits within five (5) days after LANDLORD receives TENANT'S written notice ending the LEASE.
- e) The LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is ending LEASE. All duties and obligations of TENANT under the LEASE will remain in effect.

#### 13. END OF LEASE

Either party may end this LEASE at the end of the original TERM by written notice. LANDLORD or TENANT must receive this notice at least 90 days before the end of the TERM.

#### 14. RENEWAL

- a) This LEASE will automatically renew for 1 year if neither party ends the LEASE at the end of the original TERM or of any renewal term. Automatic renewal will not change the terms of this LEASE except for RENT. The RENT for each renewal term is increased by 15.00%.
- b) LANDLORD may increase the RENT or change any other term of the LEASE for any renewal period by sending written notice to TENANT. LANDLORD must send this notice at least 90 days before the end of the TERM or of any renewal term.
- c) TENANT may reject the renewal terms by sending written notice to LANDLORD by certified mail, return receipt requested, within 14 days of the date of LANDLORD'S renewal notice. TENANT must then leave at the end of the current TERM. The LEASE will renew based on LANDLORD'S renewal notice if TENANT does not send notice ending the LEASE.

#### 15. ENDING LEASE EARLY

- a) If LANDLORD agrees in writing to end this LEASE before the end of the TERM, TENANT is responsible for all costs and rent caused by the early ending of the LEASE. These costs include loss of RENT for the rest of the LEASE TERM.
- b) If this LEASE is ended and TENANT does not leave on the ending date, TENANT must pay double the last monthly rental charge. This rental charge is due for each month that TENANT stays in possession of the PROPERTY.

#### 16. SUBLETTING

TENANT may not transfer this LEASE or sublet the PROPERTY or any part of the PROPERTY.

#### 17. LANDLORD'S ENTRY ONTO THE PROPERTY

LANDLORD or LANDLORD'S agent may enter the PROPERTY:

- a) Between 8:00 a.m. and 9:00 P.M. to:
  - 1. make repairs;
  - 2. improve the PROPERTY; or,
  - 3. show the PROPERTY to possible buyers, lenders or tenants.
- b) Without notice to TENANT in an emergency.

**INFORMATION ONLY**

#### 18. LOCKS

TENANT agrees not to change or remove any locks to the PROPERTY without first getting written permission from LANDLORD. TENANT will pay any costs paid by LANDLORD:

- a) for changing locks; and/ or,
- b) for supplying duplicate keys.

#### 19. LOCKOUT FEES

LANDLORD will charge a fee of 35.00 if LANDLORD has to let TENANT into the PROPERTY after TENANT becomes locked out. TENANT must pay this fee to the person who opens the PROPERTY.

**20. LANDLORD'S RESPONSIBILITY**

LANDLORD is not responsible for any loss, expense, injury or damage to any person or property caused by:

- a) theft;
- b) fire;
- c) ice, snow, or rain;
- d) water; and/or
- e) plumbing or pipe leaks.

**INFORMATION ONLY**

LANDLORD is responsible only for any loss, expense, injury or damage caused by LANDLORD or LANDLORD'S agents or employees.

**21. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE**

TENANT agrees that TENANT is responsible for:

- a) all personal property of TENANT or TENANT'S family or guests in or on the PROPERTY;
- b) loss, damage, costs, injury or death caused by TENANT or the use of TENANT'S property;
- c) any claim due to acts or from any failure to act by TENANT or TENANT'S family, guests or employees;
- d) payment for damages or costs of LANDLORD from any claim based upon the acts of TENANT or TENANT'S family, guests or employees; and,
- e) the legal costs of defending LANDLORD if any claim is made against LANDLORD because of the acts of TENANT or TENANT'S family, guests or employees LANDLORD has the right to choose the attorney who will represent LANDLORD.

**22. TENANT'S INSURANCE**

TENANT will get insurance coverage for:

- a) the protection of any personal property of TENANT, TENANT'S family or guests;
- b) the contents in and around the PROPERTY; and
- c) all claims by TENANT'S family, guests or persons invited by TENANT for injury or death occurring in or about the PROPERTY.

**23. PRIORITY OF LEASE**

If the 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 come before this LEASE. TENANT agrees to sign all papers needed by the mortgage holder to give priority over this LEASE. **TENANT gives up or waives a right to have the LEASE continue after a foreclosure sale.**

**24. LEAVING THE PROPERTY**

The PROPERTY is considered abandoned and/or turned over to LANDLORD if:

- a) RENT is five (5) or more days past due and,
- b) TENANT moves out all or almost all of TENANT'S personal property from the PROPERTY.

**25. RULES**

- a) LANDLORD may make reasonable rules and regulations to protect:
  - 1. the PROPERTY of other tenants, neighbors, or other people; and,
  - 2. the comfort, safety or rights of other tenants, neighbors, or other people.
- b) TENANT will follow all rules made by LANDLORD which are now in effect and any new rules made by LANDLORD during this LEASE.

**26. TENANT'S DUTIES**

In addition to any other duties which TENANT has under this LEASE, TENANT will:

- a) leave the PROPERTY when the LEASE ends and return all keys to LANDLORD and;
- b) return the PROPERTY:
  - 1. clean and free of garbage or trash and
  - 2. in good order and repair.

**27. MAINTENANCE**

LANDLORD agrees to do any maintenance or structure repairs which are needed.

**28. REPAIRS**

TENANT agrees to:

- a) immediately report to LANDLORD any damages or needed repairs; and
- b) do and pay for repairs which are needed due to the fault of TENANT or any or TENANT'S family or guests.

**29. CHANGES TO THE PROPERTY**

- a) TENANT must get written permission from LANDLORD before any changes, improvements or additions to the PROPERTY are made by TENANT.
- b) All changes and additions made by TENANT with LANDLORD'S permission remain in the PROPERTY when the LEASE TERM ends. TENANT agrees that LANDLORD will not pay for changes made to the PROPERTY unless LANDLORD agreed in writing to pay for the changes.

30. PETS

No pets of any kind are permitted

31. TAKING OF PRIVATE PROPERTY

- a) Legal authorities are able to take property after paying for it. This is known as "condemnation."
- b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:
  - 1. LANDLORD can end this LEASE for any part of the property which is taken;
  - 2. LANDLORD is not responsible for claims of TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and,
  - 3. TENANT by signing this LEASE, has given to LANDLORD any rights which TENANT may have to any money paid by the legal authorities for the taking of the PROPERTY.

32. UNENFORCEABLE LEASE CONDITIONS

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE still continues.

33. SALE OF PROPERTY

A new owner can end this LEASE by giving TENANT 60 days written notice if there is:

- a) a sale or transfer of the PROPERTY; or
- b) a sale of the land or buildings in which the PROPERTY is located.

34. BROKEN CONDITIONS OF LEASE BY TENANT

TENANT has broken this LEASE if TENANT:

- a) fails to pay RENT or ADDITIONAL RENT when it is due; or
- b) does anything which is not permitted by this LEASE; or
- c) fails to do anything which is required by this LEASE; or
- d) gives LANDLORD false information or signatures.

**INFORMATION ONLY**

35. TENANT GIVES UP RIGHTS OF NOTICE

**WARNING: UNDER PENNSYLVANIA LAW, TENANT IS ENTITLED TO RECEIVE A WRITTEN NOTICE FROM LANDLORD TO LEAVE THE PROPERTY. BY SIGNING THIS LEASE, TENANT AGREES TO GIVE UP THE RIGHT TO RECEIVE ANY NOTICE FROM LANDLORD TO LEAVE THE PROPERTY BEFORE LANDLORD TAKES LEGAL ACTION AGAINST TENANT.**

36. LANDLORD'S RIGHTS

The following are in addition to rights of LANDLORD under the law.

- a) If TENANT breaks any condition of this LEASE, LANDLORD can:
  - 1. collect any past due RENT or ADDITIONAL RENT, and any money which is due for the rest of the TERM from TENANT;
  - 2. collect from TENANT for damages caused by TENANT or TENANT'S breaking any conditions of the LEASE or TENANT'S doing of any act which is not permitted by the LEASE;
  - 3. go to court to evict TENANT and get back the PROPERTY;
  - 4. go to court to recover:
    - (1) RENT or ADDITIONAL RENT which is due from TENANT;
    - (2) DAMAGES; and,
    - (3) reasonable costs and expenses which are spent by LANDLORD to enforce this LEASE, including court costs, collection costs and attorney's fees.
- b) These are not the only rights LANDLORD has if TENANT breaks this LEASE. Besides ending this LEASE and getting a court order to evict TENANT, LANDLORD can sue TENANT for unpaid rent and other damages, losses or injuries. **If LANDLORD gets a court order for a money judgment against TENANT, LANDLORD can use the court process to take TENANT'S personal goods, furniture, motor vehicles and money in banks.**

37. LOSS OF LANDLORD'S RIGHTS

LANDLORD does not give up rights by accepting RENT, or by delaying, or not enforcing any condition in this LEASE.

38. NO JURY TRIAL

LANDLORD and TENANT agree to give up their right to a Jury Trial in any lawsuit involving this LEASE.

39. WRITTEN CHANGES TO LEASE

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other promises or understandings. Any changes to this LEASE require writing and signature by LANDLORD and TENANT.

40. TRANSFER BY LANDLORD

LANDLORD may transfer this LEASE. If transferred, TENANT'S obligations go to the new landlord. The new landlord will have all of the rights that the current LANDLORD has under this LEASE. LANDLORD may transfer this LEASE without first getting TENANT'S approval.

**41. ADDITIONAL TERMS: THE ATTORNEY GENERAL HAS NOT PRE-APPROVED ANY SPECIAL CONDITIONS/ ADDITIONAL TERMS ADDED BY THE LANDLORD OR TENANT AFTER PLAIN LANGUAGE PRE-APPROVAL OF THIS CONTRACT.**

LANDLORD and TENANT agree to the terms and conditions in this LEASE.

**LANDLORD:**

**TENANT:**

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Manager/Agent

Date

\_\_\_\_\_

Date

**INFORMATION ONLY**

\_\_\_\_\_

Date

Each TENANT and CO-SIGNER listed on this LEASE is responsible to pay the full amount owed to LANDLORD. LANDLORD may collect the full amount owed to it from any TENANT and/or CO-SIGNER.

We understand that we are Co-Signers/Guarantors to this Lease between Landlord and \_\_\_\_\_ (Tenant) and co-signers/ guarantors are responsible for:

- a. payment of all rent and other charges under the Lease;
- b. Tenant's compliance with the terms and conditions of the Lease; and,
- c. damages if Tenant breaks any terms and conditions of the Lease.

We understand that co-signers/guarantors do not live at the Property.

LANDLORD WILL SEND ALL NOTICES TO THE CO-SIGNER(S)/GUARANTOR(S) AT THE PROPERTY.

**CO-SIGNER(S)\GUARANTOR(S):**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date