

# AMERICAN HERITAGE PROPERTY MANAGEMENT

Your home is  
our business.

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# COMPANY OVERVIEW & SERVICES

## At a Glance

Established in 1981, AHPM has grown into Central Pennsylvania's leader in scattered site property management. We work with each of our investors to determine their long-term real estate investment strategy, and create a marketing plan to maximize their investment.

- In excess of 3,000 units under management
- 8 strategic locations throughout Pennsylvania and Maryland with offices in: Baltimore (MD), Camp Hill, Elizabethtown, Ephrata, Lancaster, Lebanon, West Lawn and York.
- 11 licensed, full-time property managers ready and able to meet your property management needs
- Strategic partnerships allow us to provide premium commercial, homeowner association and residential management services. Proud member of the HomeSale Complete Family of Companies

## Marketing Services

We will work vigorously to fill your vacancies. We employ a team of marketing experts who advertise our vacant listings online, and promote our services through print and social media.

- Publication and syndication to the most recognizable rental listing websites including but not limited to: Apartments.com, Hotpads, Trulia, Zillow and many more
- 12 licensed team members to professionally market and show your property to potential residents
- Monthly syndication of available properties to a list of 50 of the largest employers in Central Pennsylvania to attract gainfully employed professional residents
- Partnership with Homesale Realty that provides access to a network of over 1,200 Realtors with clients searching for available rentals in Pennsylvania and Maryland
- Requirement of a lease termination notice for a resident to vacate their current residence to allow us to begin marketing, and showing the property before it becomes available

## *Tenant Screening and Selection*

We conduct a strenuous due-diligence process to ensure we are filling your property with a highly qualified resident who will pay their rent on time, take care of your property and be an asset to the community around them.

Our screening process includes:

- Credit history and score review
- Criminal history investigation
- Employment and income verification
- Landlord reference
- Completed application for any resident over the age of 18, a signed lease and first month's security deposit are required before occupying

## *Management Services*

As a full-service property management company AHPM is equipped to meet a vast array of management needs. Our goal is to take the day-to-day operation and oversight of owning an investment property off of your hands. We offer a variety of services, a number of which are outlined below:

- Annual rent increase negotiation and enforcement
- Distribution of detailed monthly financial reports
- Enforcement and coordination of eviction process
- Establishment of yearly management plan goals that review: property performance, preventative maintenance and much more
- In-depth market research to advise investors of competitive rental amounts
- Lease renewal advisement and consultation
- Maximizing monthly rental amounts
- Provide real estate investment advice for investors looking to acquire rental properties
- Reception and coordination of tenant calls
- Rent collection

## *Maintenance Services*

As a licensed Pennsylvania Contractor, AHPM is well equipped to handle a variety of maintenance issues. In addition, we have a vast vendor network that allows us to service larger projects such as roof replacement.

- 24/7 emergency services
- Address needed repairs in a timely manner
- Employ a full-time, licensed maintenance staff
- Receive preferred client rates from licensed, professional vendors
- Ensure repairs are made efficiently and economically



# AMERICAN HERITAGE

AHPM's acquisition team has had much success in this area over a number of years resulting in the procurement of 12 property management companies representing over 2,100 units. Our team works tirelessly to ensure that both parties receive the compensation and return they are looking for, and that the transfer process is seamless and without interruption. We have an extremely high investor and tenant retention rate, and do our best to continue many of the same practices implemented by the former management company.

- Expertise in Mergers and Acquisitions
- Company Valuation
- Due Diligence
- Financial Modeling and Projection
- Joint Ventures



# BENEFITS TO YOU

## *Freedom.*

There is an old saying: "Everything you own, owns you." We can free you from the bonds of the day-to-day operation of your property.

## *Peace of Mind*

We can relieve you of the stress and hassle of managing your property.

## *Compliance with the Law*

There are literally dozens of constantly changing laws relating to the management of your property. We know them.

## *More Cash Flow*

Many of our owners report more cash in their pockets after we take over management. Why?

- Lower vacancy rates
- Removal of problem tenants quickly
- Reduced maintenance and other costs

## *Increased Property Value*

This often results from increased cash flow and better property conditions.



# HOMESALE COMPLETE

American Heritage Property Management is part of HomeSale Realty Services Group, Inc.'s "Homesale Complete" family of companies which includes Berkshire Hathaway Homesale Realty, Homesale Mortgage, LLC, Homesale Settlement Services, Homesale Insurance Services, Strategic Equity Investments, and Homesale Relocation Services.

According to Real Trends, Homesale Realty is the 22nd largest broker in the nation . . . that's right . . . in the nation! Additionally, Homesale Realty has been voted the favorite real estate company in the annual Lancaster Newspaper "Best of Lancaster County" readership poll.

HomeSale Realty Services Group, Inc., which is the parent company of American Heritage Property Management, is known for its vision, integrity and innovation in the real estate industry and real estate-related services. "We help people achieve their dreams" is the core value of the company, and we take that seriously. Absolutely every decision that is made and everything we do is measured against that core value.

When you choose American Heritage Property Management, you are not only selecting the local leader in rental property management; you are choosing a company that has proven to be a strong, steady member of the business community by providing consistently exceptional service to clients.



**American Heritage Property Management -**  
A spoke in the wheel of HomeSale Real Estate Services



# PENNSYLVANIA LOCATIONS



## **CAMP HILL**

4076 Market Street, Suite 200, Camp Hill, PA 17011  
Toll Free: 1.877.931.7368



## **ELIZABETHTOWN**

717 S. Market St, Suite 101, Elizabethtown, PA 17022  
Toll Free: 1.877.931.7368



## **EPHRATA**

5 Old Mill Road, Suite 100, Ephrata, PA 17522  
Toll Free: 1.877.931.7368



## **LANCASTER**

131 Centerville Road, Suite C, Lancaster, PA 17603  
Toll Free: 1.877.931.7368



## **LEBANON**

1402 Quentin Road, Lebanon, PA 17042  
Toll Free: 1.877.931.7368



## **WYOMISSING**

2213 Quarry Drive, Suite 104, West Lawn, PA 19609  
Toll Free: 1.877.931.7368



## **YORK**

2801 North George Street, Suite B, York, PA 17406  
Toll Free: 1.877.931.7368



# MARYLAND LOCATIONS



## **BALTIMORE**

1425 Clarkview Road, Baltimore, MD 21209

Toll Free: 1.877.931.7368

# MEET OUR TEAM

## **Richard F. Gottshall**

President/CEO

Direct Dial: 717.690.0092

Email: rgottshall@ahpm.biz

**1-877-931-7368**

## **Baltimore Office**

### **Tashia Turner**

Property Manager

Email: tturner@ahpm.biz

Direct Dial: 443-203-4124

## **Camp Hill Office**

### **Lindsey Mayer**

Leasing Agent

Email: lmayer@ahpm.biz

Direct Dial: 717-690-0562

### **Lauri Nay**

Property Manager

Email: lnay@ahpm.biz

Direct Dial: (717) 690-0462

## **Elizabethtown Office**

### **Meghan Fluharty**

Property Manager

Email: mfluharty@ahpm.biz

Direct Dial: 717-690-1551

### **Lindsey Mayer**

Leasing Agent

Email: lmayer@ahpm.biz

Direct Dial: 717-690-0562

## **Ephrata Office**

### **Lori Lintner**

Property Manager

Email: llintner@ahpm.biz

Direct Dial: 717-690-0555

## Lancaster Office

**Michelle Bender**  
Maintenance Billing Specialist  
Email: mbender@ahpm.biz  
Direct Dial: 717-690-0114

**Mark Cloyd**  
VP of Business Development  
Email: mcloyd@ahpm.biz  
Direct Dial: 717-690-0121

**J.T. Kirchner**  
Account Manager  
Email: jkirchner@ahpm.biz  
Direct Dial: 717-690-0120

**Lynn Stauffer**  
Communications Administrator  
Email: lstauffer@ahpm.biz  
Direct Dial: 717-690-0101

**Joe Cardella**  
Property Manager  
Email: jcardella@ahpm.biz  
Direct Dial: 717-690-0111

**Penny Falcon**  
Property Manager  
Email: pfalcon@ahpm.biz  
Direct Dial: 717-690-0102

**Marilyn Ramos**  
Receptionist  
Email: mramos@ahpm.biz  
Direct Dial: 717-690-0118

**Marianna Vega**  
Account Manager  
Email: mvega@ahpm.biz  
Direct Dial: 717-690-0099

**Kelly Zimmerman**  
Account Manager  
Email: kzimmerman@ahpm.biz  
Direct Dial: 717-690-0119

**Lillian Cartagena**  
Maintenance Assistant  
Email: lcartagena@ahpm.biz  
Direct Dial: 717-690-0112

**Jim Foehl**  
Maintenance Supervisor  
Email: jfoehl@ahpm.biz  
Direct Dial: 717-690-1037

**Joy Sharpe**  
Vice President of Operations  
Email: jsharpe@ahpm.biz  
Direct Dial: 717-690-0093

**Shelly Weidinger**  
Accounting Manager  
Email: sweidinger@ahpm.biz  
Direct Dial: 717-690-0115

## Lebanon Office

**Christy Mootz**  
Property Manager  
Email: cmootz@ahpm.biz  
Direct Dial: 717-690-1846

## Wyomissing Office

**Lori Lintner**  
Property Manager  
Email: llintner@ahpm.biz  
Direct Dial: 484-202-6683

## York Office

**Millie Andrews**  
Operations Manager  
Email: myandrews@ahpm.biz  
Direct Dial: 717-690-1856

**Monique Patton**  
Property Manager  
Email: mpatton@ahpm.biz  
Direct Dial: 717-690-0071

**Julissa Candelaria**  
Administrative Assistant  
Email: jcandelaria@ahpm.biz  
Direct Dial: 717-690-1859

**Natalie Remigio**  
Property Manager  
Email: nremigio@ahpm.biz  
Direct Dial: 717-690-1848

**Teresa Gurreri**  
Property Manager  
Email: tgurreri@ahpm.biz  
Direct Dial: 717-690-1857

**Heather Saylor**  
Property Manager  
Email: hsaylor@ahpm.biz  
Direct Dial: 717-690-0078



*Your home, is our business.*

131 Centerville Road, Suite C, Lancaster, PA 17603  
P: 717-295-7368 F: 717-295-7369 Toll Free: 1-877-931-7368 Website: [www.ahpm.com](http://www.ahpm.com)

**SAMPLE**  
Management Agreement

## MANAGEMENT AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2018 between AMERICAN HERITAGE PROPERTY MANAGEMENT (referred to as AGENT) and \_\_\_\_\_, (referred to as OWNER) to secure the services of Agent in the management of the real property located at \_\_\_\_\_, PA, (hereinafter referred to as the

PREMISES). Owner certifies that Owner has the sole legal authority and capacity to lease the Premises and is not in arrears in mortgage payments or homeowner's/condominium association fees for the Premises. Premises to be leased as a legal rental unit, and rental of this property will not violate any laws, ordinances or rules of the local municipality or Homeowner's Association. Owner warrants that the above described property is not in the process of Foreclosure. Owner further agrees to notify Agent immediately if Owner receives a notice of Foreclosure.

### 1. EMPLOYMENT & AUTHORITY OF AGENT

- (a) The Owner hereby appoints Agent as their sole and exclusive agent to rent, lease, manage and operate the Premises.
- (b) For this purpose, Agent is authorized to secure the services of other real estate brokers, and post renting signs on the Premises as per Owner's instructions.
- (c) Owner grants Agent the specific right to sign lease(s) and/or lease renewals (unless Owner, in writing, denies Agent such authorization at least 60 days prior to any renewal period) and thus binding Owner to the terms of the lease agreement and lease-pertaining documents. Owner also empowers Agent to enforce the provisions of the lease and to institute legal action or other proceedings to collect rents and other sums due and to dispossess tenants and other persons from the Premises with Owner's prior written authorization.
- (d) It is understood and agreed that Agent is the sole and procuring cause of any lease, written or oral that may be negotiated during this Agreement, even if said lease may have been negotiated either directly or indirectly by the Owner.

**2. SPECIFIC AUTHORITY ON REPAIRS & ALTERATIONS** -The Owner authorizes Agent to perform the following services by their election of one of the following options: (Check Option A or B)

**Note:** If Owner chooses to use their own contractor, then the Owner assumes the responsibility for ALL contractor coordination, communication, billing, payment of said bill and insurance verification. Furthermore, the Owner agrees to notify Agent on work status and completion.

**OPTION - A ( )** The Agent will record all requests for repairs, alterations, decorating, or services and will refer same promptly to the Owner, whereupon the responsibility for completion and final payment of said repairs will rest with the Owner alone. Should Owner be unavailable or unresponsive, Owner authorizes Agent to take any actions necessary to protect the health and safety of the tenant and/or the integrity of the property.

Owner Initials: \_\_\_\_/\_\_\_\_

Revised January 1, 2018

Broker Initials: R.F.G. 12



**OPTION - B ( )** The Owner acknowledges that Agent is a Licensed Pennsylvania Contractor (Contractor License #PA048505) and is qualified and able to; purchase necessary supplies; to contract for utility services as needed, including vermin extermination, trash removal, and other services which the Agent shall deem advisable; and to make ordinary repairs, alterations or decorations to the premises, provided that the expenditure for any one item shall not exceed the sum of \$\_\_\_\_\_, (or in the aggregate amount of \$\_\_\_\_\_ for any combined items for one incident) without the express written consent of the Owner, unless the Agent shall consider the circumstances surrounding the request for repairs or services to be an emergency. The Agent will use diligence in contracting for repairs and other services, and will have the right to hire, manage, employ and pay any employees or contractors for work performed. The Agent will not be liable to the Owner for any act or omission on the part of such employees or other workmen, if the Agent has taken reasonable care in their employment. The Owner authorizes the Agent to assess a reasonable charge for coordinating maintenance services.

**3. RESPONSIBILITIES OF THE AGENT** - In addition to the foregoing authorizations, the Agent will perform the list of services outlined in Exhibit A "Management Services" attached hereto and incorporated herein.

**4. COMPENSATION OF THE AGENT** - In consideration of the services to be rendered by Agent, the Owner agrees to pay Agent any of the following forms of compensation as may be applicable.

- (a) **FOR MANAGEMENT** – a fee equal to \_\_\_\_\_ percent (\_\_\_ %) of gross monthly income to Owner when occupied. In the event that a prospective tenant places a deposit with Agent and fails to execute a lease or take possession, said deposit or any portion thereof, if retained, shall be disbursed 50% to Owner and 50% to Agent, not to exceed the amount Agent would have received as the rental commission.
- (b) **LEASING & RENEWAL FEES** – the sum of \_\_\_\_\_ month's rent shall be paid to the Agent as a "tenant placement or leasing fee." Agent shall earn the leasing fee as stated above upon procuring a ready, willing and able tenant and Owner shall pay agent in full upon the earlier of (i) the date on which all funds are due prior to move-in under the applicable lease and have been collected and the tenant's lease term has begun, (ii) Owner's termination of this Agreement, or (iii) Owner's default under the lease or this Agreement. A breach or failure to perform by tenant shall not entitle Owner to a refund of all or part of the fee stated herein. Agent does not guarantee any tenant's performance under their lease. Owner shall also pay Agent a Lease Renewal Fee of Three Hundred Dollars (\$300.00) for any one-year lease renewal Agent negotiates.
- (c) **ACCOUNT SET-UP FEE** – Owner agrees to provide a non-refundable \$150.00 administration set-up fee with the signing of this Agreement.
- (d) **COURT ATTENDANCE FEE** – required for eviction proceedings for any tenant **NOT** placed by Agent will be billed to Owner at a rate of \$75.00 per hearing.
- (e) **LEASE CHARGES** - late charges, uncollected check charges, and application fees paid by tenants under any lease are the property of the Agent to offset the Agent's expenses in enforcing the respective lease provisions.

**5. INDEMNIFICATION** - The Owner shall hold the Agent harmless from all acts or omissions of any tenant, their guests or invitees or occupant of the Premises, and all suits or claims for damages of any nature in connection with the property management of the Premises, and from liability for injuries suffered by any person while on the Premises, except for claims for damages in which Agent or their employees are responsible for causing any such injuries due to negligence or deliberate acts on the part of the Agent or its employees. The Owner shall carry, at Owner's expense, sufficient public liability insurance and shall provide a copy to Agent within 10 days from the date of this Agreement, with the Agent designated as an additional insured at prescribed policy limits of One Million Dollars (\$1,000,000.00) of umbrella insurance coverage including but not limited to ongoing and completed operations on a primary and non-contributory basis. In the event a claim is brought against Agent for any reason, Owner agrees, at the election of Agent, that Owner shall provide for Agent's representation by legal counsel in such action as appointed by Owner's carrier, or shall indemnify Agent for all costs and attorneys' fees incurred by Agent in connection with Agent's retention of legal counsel.

Owner Initials: \_\_\_\_/\_\_\_\_

Revised January 1, 2018

Broker Initials: RFG

**6. DUE AGENT AMOUNTS** - In the event that the Agent advances personal funds to make payment for expenses incurred on the Owner's behalf, and said funds are not reimbursed by the Owner, either by deduction from rents collected and/or payment by the Owner, then the Agent will be entitled to a fee of 1.5% per month (as well as any attorney fees incurred) of the monies expended and not reimbursed within 15 days after written submission by the Agent to the Owner of the amount due.

**7. TERM OF AGREEMENT** - This Agreement will remain in effect for a period of one year until \_\_\_\_\_ . Either party may terminate this Agreement prior to the expiration of said term by giving to the other party written notice of termination at least thirty (30) days prior to the expiration of said term by providing thirty (30) days written notice prior to the expiration anniversary. Should Owner terminate this Agreement during the one year term without cause, Owner agrees to pay Agent all commissions due to Agent through the end of the term as stated above. Should Owner terminate this Agreement prior to the placement of a tenant, Owner agrees to reimburse Agent all advertising costs incurred in the marketing of the unit currently being offered for rent. Agent has the right to terminate this Agreement immediately if Owner's actions or inactions violate the terms of this agreement or are illegal, improper, jeopardize the safety or welfare of any tenant or other person, and/or interfere with this Agreement and/or foreclosure action is filed against the Owner.

**8. LEAD PAINT NOTICE**- The Residential Lead-Based Paint Hazard Reduction Act states that any Owner of property built before 1978 must give the Tenant an EPA pamphlet entitled *Protect Your Family From Lead in Your Home*. The Owner also must tell the Tenant and the Agent what the Owner knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Owner must tell the Tenant how the Owner knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information Owner knows about lead-based paint and lead-based paint hazards on the property. Any Owner of a pre-1978 structure must also give the Tenant any records and reports that the Owner 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 require the owner to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

**9. BINDING AUTHORITY** - This Agreement shall be binding upon the successors and assigns of the Agent, and the heirs, administrators, executors, successors and assigns of the Owner.

**10. BALANCE KEPT IN ACCOUNT** - Owner shall keep a minimum balance equal to \$\_\_\_\_\_ per unit in their account at all times.

Richard F. Holtzhal

For American Heritage Property Management \_\_\_\_\_ Date

Owner \_\_\_\_\_ Date

Owner \_\_\_\_\_ Date

Owner Initials: \_\_\_\_/\_\_\_\_

Revised January 1, 2018

Broker Initials: R.F.G.



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**SAMPLE**  
Management Agreement

### Exhibit A "Management Services"

**Note:** Unless otherwise stipulated Agent agrees to provide the following list of services to Owner.

Yes

No

- ✓ Advertisement of vacant units on ahpm.biz
- ✓ Collection and holding of security deposits in escrow
- ✓ Disbursement of detailed monthly financial reports
- ✓ Enforcement and collection of late fees
- ✓ Enforcement and coordination of eviction process
- ✓ Lease agreement preparation and collection
- ✓ Market research and analysis
- ✓ Placement of "FOR RENT" sign at property
- ✓ Posting of vacant units to numerous real estate websites
- ✓ Reception and coordination of tenant calls
- ✓ Rent collection
- ✓ Rental of vacant units
- ✓ Rigorous tenant screening evaluation
- ✓ Social media advertisement on Facebook, Google Plus, LinkedIn, Pinterest, Twitter
- \_\_\_\_\_ Yearly lease renewal option

### MAINTENANCE

- ✓ 24/7 emergency maintenance services
- \_\_\_\_\_ Arrangement of vendor network and oversight of maintenance projects
- \_\_\_\_\_ Carpentry, electrical support, lock and keying, painting, plumbing, window replacement
- \_\_\_\_\_ Complete rental turnover
- \_\_\_\_\_ Reception and coordination of bill payment and maintenance calls

Owner Initials: \_\_\_\_\_/\_\_\_\_\_

Revised January 1, 2018

Broker Initials: R.F.G.

**RESIDENTIAL LEASE**

RL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

**PARTIES**

TENANT(S): \_\_\_\_\_

LANDLORD(S): \_\_\_\_\_

TENANT'S MAILING ADDRESS: \_\_\_\_\_

LANDLORD'S MAILING ADDRESS: \_\_\_\_\_

**TENANT'S EMERGENCY CONTACT INFORMATION**

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone(s) \_\_\_\_\_

**PROPERTY**

Property Address \_\_\_\_\_

Unit \_\_\_\_\_ ZIP \_\_\_\_\_

in the municipality of \_\_\_\_\_, County of \_\_\_\_\_

in the School District of \_\_\_\_\_, in the Commonwealth of Pennsylvania.

**TENANT'S RELATIONSHIP WITH PA LICENSED BROKER**☐ **No Business Relationship (Tenant is not represented by a broker)**

Broker (Company) \_\_\_\_\_

Licensee(s) (Name) \_\_\_\_\_

Company Address \_\_\_\_\_

Direct Phone(s) \_\_\_\_\_

Cell Phone(s) \_\_\_\_\_

Company Phone \_\_\_\_\_

Fax \_\_\_\_\_

Company Fax \_\_\_\_\_

Email \_\_\_\_\_

Broker is:

Licensee(s) is:

☐ Tenant Agent (Broker represents Tenant only)☐ Tenant Agent with Designated Agency☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Tenant Agent without Designated Agency☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)**LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER**☐ **No Business Relationship (Landlord is not represented by a broker)**

Broker (Company) \_\_\_\_\_

Licensee(s) (Name) \_\_\_\_\_

Company Address \_\_\_\_\_

Direct Phone(s) \_\_\_\_\_

Cell Phone(s) \_\_\_\_\_

Company Phone \_\_\_\_\_

Fax \_\_\_\_\_

Company Fax \_\_\_\_\_

Email \_\_\_\_\_

Broker is:

Licensee(s) is:

☐ Landlord Agent (Broker represents Landlord only)☐ Landlord Agent with Designated Agency☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Landlord Agent without Designated Agency☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)**DUAL AND/OR DESIGNATED AGENCY**

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.

**By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.**

Tenant Initials: \_\_\_\_\_ / \_\_\_\_\_

RL Page 1 of 7

Landlord Initials: \_\_\_\_\_ / \_\_\_\_\_

Revised 12/13

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12/13

Pennsylvania Association of Realtors®

THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME



**SAMPLE**  
Lease Agreement Continued...

1 **1. LEASE DATE AND RESPONSIBILITIES**

2 This Lease for the Property, dated \_\_\_\_\_, is between the Landlord and the Tenant. Each Tenant is  
3 individually responsible for all of the obligations of this Lease, including Rent, fees, and taxes.

4 **2. CO-SIGNERS**

5 Co-signers: \_\_\_\_\_

6  
7 Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, and taxes. Co-  
8 signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.

9 **3. PROPERTY CONTACT INFORMATION**

10 **Rental Payments** (see Paragraph 6(I) for additional information)

11 Payable to: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

12 Address: \_\_\_\_\_

13 **Maintenance Requests**

14 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

15 Address: \_\_\_\_\_

16 mail \_\_\_\_\_ Website \_\_\_\_\_

17 **Emergency Maintenance Contact** Contact \_\_\_\_\_

18 Phone \_\_\_\_\_

19 mail \_\_\_\_\_ Website \_\_\_\_\_

20 **4. STARTING AND ENDING DATES OF LEASE** (also called "Term")

21 (A) **Starting Date:** \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

22 (B) **Ending Date:** \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

23 **5. RENEWAL TERM**

24 (A) Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of \_\_\_\_\_ (month-  
25 to-month if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given.  
26 Proper notice requires Tenant or Landlord to give at least \_\_\_\_\_ days (28 if not specified) written notice before Ending Date  
27 or before the end of any Renewal Term.

28 ☐ This Lease will TERMINATE on the Ending Date unless extended in writing.

29 (B) If notice is given later than required, Rent is due for the entirety of the Renewal Term.

30 (C) Any renewal will be according to the terms of this Lease or any written changes to it.

31 **6. RENT**

32 (A) Rent is due in advance, without demand, on or before the \_\_\_\_\_ day of each month (Due Date).

33 (B) The amount of Total Rent due during the Term is: \$ \_\_\_\_\_

34 (C) The Rent due each month is: \$ \_\_\_\_\_

35 (D) If Rent is more than \_\_\_\_\_ days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$ \_\_\_\_\_

36 (E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent.  
37 Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.

38 (F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied  
39 against the current Rent due. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that  
40 would be due next.

41 (G) Tenant will pay a fee of \$ \_\_\_\_\_ for any payment that is returned or  
42 declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the  
43 Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

44 (H) Landlord will accept the following methods of payment: ☐ Cash ☐ Money Order ☐ Personal Check

45 ☐ Credit Cards ☐ Cashier's Check ☐ Other: \_\_\_\_\_

46 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).

47 (I) The first \$ \_\_\_\_\_ of Rent due will be made payable to \_\_\_\_\_  
48 (Broker for Landlord, if not specified). Security Deposit will be made payable to Landlord, or Landlord's representative.

49 (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

50 **7. PAYMENT SCHEDULE**

51 (A) Security Deposit will be held in escrow by Landlord, unless otherwise stated here \_\_\_\_\_

52 at (financial institution): \_\_\_\_\_

53 Financial institution Address: \_\_\_\_\_

54

	Due Date	Paid	Due
--	----------	------	-----

55 Security Deposit: \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

56 (B) First month's Rent: \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

57 (C) Other: \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

58 (D) Other: \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

59 **Total Rent and security deposit received to date:** \$ \_\_\_\_\_

60 **Total amount due:** \$ \_\_\_\_\_

61 Tenant Initials: \_\_\_\_\_ / \_\_\_\_\_ RL Page 2 of 7 Landlord Initials: \_\_\_\_\_ / \_\_\_\_\_

8. RETURN OF SECURITY DEPOSITS

- (A) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit.
- (B) Within 30 days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for which the Landlord claims Tenant is responsible.
- (C) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property.

9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS

- (A) Tenant will use Property as a residence ONLY.
- (B) Not more than \_\_\_\_\_ people will live at the Property. List all other occupants with this Lease:
- |                             |                                      |            |                                      |
|-----------------------------|--------------------------------------|------------|--------------------------------------|
| Name _____                  | <input type="checkbox"/> 18 or older | Name _____ | <input type="checkbox"/> 18 or older |
| Name _____                  | <input type="checkbox"/> 18 or older | Name _____ | <input type="checkbox"/> 18 or older |
| Service animals: Type _____ | Breed _____                          | Name _____ |                                      |
- ☐ Additional information is attached

10. POSSESSION

- (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- (B) If Tenant cannot move in within \_\_\_\_\_ days (0 if not specified) after Starting Date because the previous tenant is still there or because of property damage, Tenant's exclusive rights are to:
1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until Property is available; OR
  2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

11. LANDLORD'S RIGHT TO ENTER

- (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with the Landlord or Landlord's representative, or they have written permission from the Landlord.
- (B) When possible, Landlord will give Tenant \_\_\_\_\_ hours (24 if not specified) notice of the date, time, and reason for the visit.
- (C) In emergencies, Landlord may enter Property without notice. If Tenant is not present, Landlord will notify Tenant who was there and why within \_\_\_\_\_ hours (24 if not specified) of the visit. Showing the property is not considered an emergency.
- (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on or near Property.

12. RULES AND REGULATIONS

- (A) ☐ Rules and Regulations for use of the Property and common areas are attached.  
☐ Homeowners Association or Condominium rules and regulations for the Property are attached.
- (B) Any violation of the Rules and Regulations is a breach of this Lease.
- (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.
- (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
- (E) If any fine is imposed on Landlord because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse the Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

13. PETS

- Tenant will not keep or allow any pets on any part of the Property, unless checked below. Service animals are not pets.
- ☐ Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and Regulations.

14. CONDITION OF PROPERTY AT MOVE IN

Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. APPLIANCES INCLUDED

- (☐ Stove) (☐ Refrigerator) (☐ Dishwasher) (☐ Washer) (☐ Dryer) (☐ Garbage Disposal) (☐ Microwave)
- (☐ Air Conditioning Units - Number: \_\_\_\_\_) (☐ Other \_\_\_\_\_)
- Landlord is responsible for repairs to appliances listed above unless otherwise stated here: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

117 **16. UTILITIES AND SERVICES**

118 Landlord and Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is  
 119 not marked as being paid by the Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for  
 120 loss of service if interrupted by circumstances beyond the Landlord's control. Utility accounts paid by Tenant must remain active in  
 121 Tenant's name until the end of the Lease Term. Tenant will notify Landlord if Tenant receives any notices from utility companies of  
 122 a pending termination of service. Tenant will be in default of this Lease if all utilities and services for which the tenant is responsi-  
 123 ble do not remain active.

Landlord	Tenant	Landlord	Tenant
pays	pays	pays	pays
<input type="checkbox"/>	<input type="checkbox"/> Cooking Gas/Fuel	<input type="checkbox"/>	<input type="checkbox"/> Cable TV Fee
<input type="checkbox"/>	<input type="checkbox"/> Electricity	<input type="checkbox"/>	<input type="checkbox"/> Condominium Association Fee
<input type="checkbox"/>	<input type="checkbox"/> Heat _____ (type)	<input type="checkbox"/>	<input type="checkbox"/> Parking Fee
<input type="checkbox"/>	<input type="checkbox"/> Hot Water _____ (type)	<input type="checkbox"/>	<input type="checkbox"/> Maintenance of Common Areas
<input type="checkbox"/>	<input type="checkbox"/> Cold Water	<input type="checkbox"/>	<input type="checkbox"/> Pest/Rodent Control
<input type="checkbox"/>	<input type="checkbox"/> Trash Removal	<input type="checkbox"/>	<input type="checkbox"/> Bed Bugs
<input type="checkbox"/>	<input type="checkbox"/> Recycling Removal	<input type="checkbox"/>	<input type="checkbox"/> Snow/Ice Removal
<input type="checkbox"/>	<input type="checkbox"/> Sewage Fees	<input type="checkbox"/>	<input type="checkbox"/> Telephone Service
<input type="checkbox"/>	<input type="checkbox"/> Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/> Lawn and Shrubbery Care
<input type="checkbox"/>	<input type="checkbox"/> Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/> _____
<input type="checkbox"/>	<input type="checkbox"/> _____	<input type="checkbox"/>	<input type="checkbox"/> _____

136  
 137 Comments: \_\_\_\_\_

138 **17. TENANT'S CARE OF PROPERTY**

- 139 (A) Tenant will:
- 140 1. Keep the Property clean and safe.
  - 141 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
  - 142 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property,
  - 143 including any elevators.
  - 144 4. Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
  - 145 5. Obey all federal, state, and local laws that relate to the Property.
  - 146 6. Clean up after service animals on the Property, including common areas.
- 147 (B) Tenant will not:
- 148 1. Keep any flammable, hazardous or explosive materials on the Property.
  - 149 2. Destroy, damage or deface any part of the Property or common areas.
  - 150 3. Disturb the peace and quiet of other tenants or neighbors.
  - 151 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees
  - 152 that any changes or improvements made will belong to the Landlord.
  - 153 5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- 154 (C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with (A) and (B).
- 155 (D) **Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests,**
- 156 **and/or service animals.**

157 **18. DETECTORS AND FIRE PROTECTION SYSTEMS**

- 158 (A) Landlord has installed (☐ Smoke Detectors) (☐ Carbon Monoxide Detectors) (☐ Fire Extinguishers) in the Property. Tenant
- 159 will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.
- 160 (B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning detectors.
- 161 (C) Failure to properly maintain detectors, replace detector batteries or notify Landlord or Landlord's representative of any broken
- 162 or malfunctioning detectors is a breach of this Lease.
- 163 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these sys-
- 164 tems is stated in the Rules and Regulations, if any.
- 165 (E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.

166 **19. DESTRUCTION OF PROPERTY**

- 167 (A) Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or by
- 168 any other cause. Tenant will immediately notify Landlord or Landlord's representative of any condition in the Property that
- 169 could severely damage or destroy the Property.
- 170 (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will con-
- 171 tinue to pay rent, even if Tenant cannot occupy the Property.
- 172 (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
- 173 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord
  - 174 until the damage is repaired, OR
  - 175 2. If the law does not allow Tenant to live on the Property, this Lease is ended.
- 176 (D) If Lease is ended, Landlord will return any unused security deposit to Tenant.

177 Tenant Initials: \_\_\_\_\_ / \_\_\_\_\_

Landlord Initials: \_\_\_\_\_ / \_\_\_\_\_

178 **20. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978**

- 179 ☐ Property was built in or after 1978. This paragraph does not apply.  
180 ☐ Property was built before 1978. Landlord and Tenant must provide information in this paragraph.

181 **Lead Hazards Disclosure Requirements**

182 The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the Tenant  
183 an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The Landlord also must tell the Tenant and the Broker for  
184 Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented.  
185 Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where  
186 the lead-based paint and lead-based paint hazards are, and the condition of the property. Landlord of a pre-1978 struc-  
187 ture must also give the Tenant any records and reports that the Landlord has on lead-based paint or lead-based paint  
188 hazards in or around the property being rented, the common areas, or other dwellings. Landlord is also required  
189 that the EPA pamphlet be given to tenants before the Landlord starts any major renovations. The Act does  
190 not apply to housing built in 1978 or later.

191 **Lead Warning Statement**

192 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health risks if not  
193 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978  
194 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling.  
195 Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

196 **(A) Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:**

197 \_\_\_\_\_ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must  
198 explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there,  
199 where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other informa-  
200 tion Landlord has about the lead-based paint and lead-based paint hazards.

201 **(B) Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated below:**

202 \_\_\_\_\_ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the  
203 Property. List records and reports: \_\_\_\_\_  
204 \_\_\_\_\_  
205 \_\_\_\_\_

206 **(C) Tenant initial all that are true:**

- 207 \_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.  
208 \_\_\_\_\_ Tenant has read the information given by Landlord in paragraph 20 (A) and (B) above, if any.  
209 \_\_\_\_\_ Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above, if any.

210 **(D) Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge.**

211 **21. INSURANCE AND RELEASE**

- 212 (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's property, or Tenant's guests. Tenant is advised to obtain  
213 property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property.  
214 ☐ **IF CHECKED**, Tenant must have insurance policies providing at least \$\_\_\_\_\_ property insurance and  
215 \$\_\_\_\_\_ liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured  
216 while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide  
217 proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.  
218 (B) Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property.  
219 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including attorney's fees asso-  
220 ciated with that loss.

221 **22. HOLDOVER TENANTS**

222 If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and  
223 will be causing the Landlord damages. These damages will be equal to 3 times the monthly Rent plus any lodging expenses of  
224 the new occupant, eviction costs and attorney fees, paid on a daily basis without demand.

225 **23. TENANT ENDING LEASE EARLY**

226 Tenant may **not** end this Lease and move out of the Property before the Ending Date of the Lease or any Renewal Term **UNLESS**  
227 **Tenant does ALL of the following:**

- 228 (A) Tenant continues to pay all Rent until the Ending Date of the Lease, or any Renewal Term, or until a new tenant is approved  
229 by Landlord and a new lease takes effect, whichever happens first, **AND**  
230 (B) Tenant gives Landlord at least \_\_\_\_\_ days written notice, **AND**  
231 (C) Tenant pays Landlord a Termination Fee of \_\_\_\_\_.

232 **24. ABANDONMENT**

- 233 (A) Tenant has abandoned the Property if:  
234 1. Tenant has physically vacated the premises, removed substantially all personal property, OR  
235 2. A court grants the Landlord possession of the Property.  
236 (B) If Tenant abandons Property while Rent is due and unpaid, Landlord may take possession of the Property and immediately  
237 rent the Property to another tenant.

238 **Tenant Initials:** \_\_\_\_\_ / \_\_\_\_\_

**RL Page 5 of 7**  
**Revised 12/13**

**Landlord Initials:** \_\_\_\_\_ / \_\_\_\_\_



- (C) If Tenant abandons OR moves out of the Property, Tenant will:
1. Remove all of Tenant's personal property, AND
  2. Provide a forwarding address or written notice stating that Tenant has vacated the premises, AND
  3. Contact the landlord within ten (10) days regarding the Tenant's intent to remove any remaining personal property.
    - a. If the intent is communicated to the landlord, the personal property shall be stored by the landlord at a location of the landlord's choosing for thirty (30) days.
    - b. If no communication is made to the landlord within ten (10) days, the personal property may be disposed of at the end of the ten days at the discretion of Landlord and Tenant will pay all costs related to removal and/or storage.

**25. LANDLORD REMEDIES IF TENANT BREACHES LEASE**

- (A) If Tenant breaches Lease for any reason, Landlord's remedies may include:
1. Taking possession of the Property by going to court to evict Tenant. Tenant shall pay all legal fees and reasonable costs, including the cost for Landlord and Landlord's agent to attend court.
  2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and damages for the rest of the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and other assets in the banks.
  3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
- (B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice, unless otherwise required by local ordinance.

\_\_\_\_ (Tenant Initials) **TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS STATED HERE:** \_\_\_\_\_

**26. TRANSFER AND SUBLEASING**

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
- (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without Landlord's written permission.

**27. SALE OF PROPERTY**

- (A) If Property is sold, Landlord will give Tenant in writing:
1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
  2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
- (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
- (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.
- (D) ☐ If checked and Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if Landlord gives written notice to Tenant at least \_\_\_\_\_ days prior to the Settlement Date of the Property as defined in the agreement of sale. Tenant is not entitled to any payment of damages.

**28. 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, Tenant will move out and Landlord will return to Tenant any unused Security Deposit or prepaid Rent.
- (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

**29. TENANTS' RIGHTS**

- (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.
- (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will notify Tenant immediately if Owner or Landlord receive a notice of foreclosure.

**TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.**

**30. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT**

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

**31. CAPTIONS** The headings in this Lease are meant only to make it easier to find the paragraphs.

**32. ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease 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 both Landlord and Tenant.

Tenant Initials: \_\_\_\_\_ / \_\_\_\_\_

Landlord Initials: \_\_\_\_\_ / \_\_\_\_\_

296 **33. SPECIAL CLAUSES**

297 **(A) The following are part of this Lease if checked:**

298 ☐ Change of Lease Terms Addendum (PAR Form CLT)

299 ☐ Pet Addendum (PAR Form PET)

300 ☐

301 ☐

302 **(B) Additional Terms:**

**SAMPLE**  
Lease Agreement Continued...

313 **NOTICE BEFORE SIGNING:** If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.

314 \_\_\_\_\_ (Landlord Initials) If Landlord is represented by a licensed real estate broker, Landlord acknowledges receipt of the  
315 Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.

316 \_\_\_\_\_ (Tenant Initials) If Tenant is represented by a licensed real estate broker, Tenant acknowledges receipt of the Consumer  
317 Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.

318 **By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information**  
319 **set forth in this Lease.**

320 A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

321 **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

322 **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

323 **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

324 **TENANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

325 **CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

326 **CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

327 **LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

328 **LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

329 **BY** \_\_\_\_\_

330 **Brokers'/Licensees' Certifications** By signing here, Brokers and Licensees involved in this transaction certify that: (1) The information  
331 given about Lead-Based Paint is true to the best of their knowledge; AND (2) They have told Landlord of Landlord's responsibilities under  
332 the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements (see  
333 Lead-Based Paint Hazards Notice). Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act.

334 **BROKER FOR LANDLORD (Company Name)** \_\_\_\_\_

335 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

336 **BROKER FOR TENANT (Company Name)** \_\_\_\_\_

337 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

338 **LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

339 As part of payment received by Landlord, \_\_\_\_\_ (current Landlord) now transfers  
340 to \_\_\_\_\_ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and  
341 other benefits.

342 **CURRENT LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

343 **CURRENT LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

344 **NEW LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_

345 **NEW LANDLORD** \_\_\_\_\_ **DATE** \_\_\_\_\_