



RENTAL LEASE AGREEMENT

PARTIES	
TENANT: _____	LANDLORD: Francis Jameson Investments, Ian Jameson
TENANT'S MAILING ADDRESS: _____ _____ _____	PROPERTY MANAGER: Dana Boyes
	LANDLORD'S MAILING ADDRESS: PO Box 844 West Chester, PA 19381
PHONE: _____	PHONE: 484-639-9096
EMAIL: _____	EMAIL: dana@francisjamesoninvestments.com

TENANT EMERGENCY CONTACT INFORMATION		
NAME: _____	RELATIONSHIP: _____	PHONE: _____

PROPERTY INFORMATION	
PROPERTY ADDRESS: _____	
UNIT _____	CITY _____ STATE _____ ZIP _____
MUNICIPALITY _____	COUNTY _____

Contact Information. Tenants shall advise Landlord of any changes to their email addresses or phone numbers within five days of the change. Landlord may share Tenants' contact information with its leasing agents and contractors.

1. LEASE DATE AND RESPONSIBILITIES

This Lease for the Property, dated _____, is between the Landlord and the Tenant. Each Tenant is individually responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

2. CO-SIGNERS

(A) Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Co-signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.

(B) Each Co-signer agrees to fill out the attached Guaranty Form & Application

Co-signers: _____

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

3. STARTING AND ENDING DATES OF LEASE (also called "Term")

- (A) **Starting Date:** _____, at _____ ☐ am ☐ pm
(B) **Ending Date:** _____, at _____ ☐ am ☐ pm

4. RENEWAL TERM

- (A) (A) Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of _____ (month-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. Proper notice requires Tenant or Landlord to give at least _____ days (28 if not specified) written notice before Ending Date or before the end of any Renewal Term.
a. ☐ This lease will TERMINATE on the Ending Date unless extended in writing.
(B) If notice is given later than required, Rent is due for the entirety of the Renewal Term.
(C) Any renewal will be according to the terms of this Lease or any written changes to it.

5. RENT

- (A) Rent is due in advance, without demand, on or before the _____ day of each month (Due Date).
(B) The amount of Total Rent due during the Term is \$ _____.
(C) The Rent due each month is \$ _____.
(D) If Rent is more than _____ days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of \$ _____.
(E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.
(F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due. When there is no outstanding Additional Rent, repayment will be applied to the month's rent that would be due next.
(G) Tenant will pay a fee of \$ _____ for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.
(H) Landlord will accept the following methods of payment: ☐ Cash ☐ Money Order ☐ Personal Check
☐ Credit Card ☐ Cashier's Check ☐ Other: _____
Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.)
(I) For Tenants' use and convenience, Landlord has established an electronic payment system through Forte Payment Systems. Landlord does not control and is not responsible for the operation of this system. If Tenant encounters any difficulties in using the system, Tenant should consider using another means to make payments.
1. Tenant will be provided with a link to gain access to the Tenant Portal to be able to make online payments.
(J) The first \$ _____ of Rent due will be made payable to _____. Security Deposit will be made payable to Landlord, Landlord's representative.
(K) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

6. PAYMENT SCHEDULE

- (A) Security Deposit will be held in escrow by Landlord, unless otherwise stated here _____
at (financial institution): _____
Financial institution address: _____

	Due Date	Paid	Due
Security Deposit: _____	_____	\$ _____	\$ _____
(B) First month's Rent: _____	_____	\$ _____	\$ _____
(C) Other: _____	_____	\$ _____	\$ _____
(D) Other _____	_____	\$ _____	\$ _____
Total Rent and Security Deposit received to date:		\$ _____	
Total amount due:			\$ _____

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

7. SECURITY DEPOSITS

- (A) During the first year of the Lease, the Security Deposit may not exceed two months' rent. After the first year, the Security Deposit may not exceed one month's rent. After the second year, the Security Deposit must be placed in an interest-bearing account which shall be paid to the tenant yearly, however the Landlord may retain up to one percent of interest to offset administrative costs. After the fifth year, the Security Deposit may not be increased.
- (B) 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.
- (C) After deducting any necessary cleaning fee and taking out for damages, unpaid rent, and other charges, Landlord agrees to refund any security deposit money left over. The refund will be issued in a single check made payable jointly to Tenants and mailed to a single United States forwarding address provided by the Tenant. If no forwarding address is provided, Landlord may (but is not obligated to) mail the check to a United States address appearing on Tenant's rental application form.
- (D) The refund will be issued no later than 30 days after the End Date and Tenant leaves. If Landlord is withholding any part of the security deposit, Landlord agrees to provide a written list of damages and amounts of money taken from the security deposit.
- (E) If the Dwelling is equipped with gas service, no part of the security deposit will be refunded until Tenants present proof in writing that all accounts with Philadelphia Gas Works (PGW) have been paid in full and closed. A copy of a final PGW account statement and a copy of a canceled check for the final balance are considered sufficient proof.
- (F) Landlord may require proof that utility accounts, such as electric and cable, are paid in full and closed before refunding the security deposit.

8. 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 who are not listed as Tenants in this Lease
Name _____ ☐ 18 or older Name _____ ☐ 18 or older
Name _____ ☐ 18 or older Name _____ ☐ 18 or older

9. 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 the Landlord or Tenant.

10. CONDITION OF PROPERTY AT MOVE IN

- (A) Tenant has inspected the Property and has filled out the attached Inspection Checklist.
- (B) Tenant acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached checklist, if any, and/or all other items provided by Landlord are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement.
- (C) Tenant agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by Tenant, his guests and/or invitees, except as provided by law.
- (D) At the termination of this Agreement, all of above items in this provision shall be returned to the Landlord in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to Landlord.
- (E) It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

11. LEAD NOTIFICATION REQUIREMENT

For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

___ Lead Based Paint Disclosure Form

___ EPA Pamphlet

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

12. RULES AND REGULATIONS

- (A) ☐ Rules and Regulations (Tenant Handbook) 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) There is to be no noise disturbance inside or outside of your apartment, nor illegal conduct, nor any conduct which interferes with the rights, comforts, and conveniences of other tenants or neighbors.
- (F) Any tenant having a party or gathering, regardless of size (amount in attendance) in which loud voices, music, or disturbances of any kind, and/or disruptive behavior will be in violation of this lease agreement.
- (G) Tenant will keep their unit as well as the hallways, grounds, landscaping, trees and shrubs in a clean, neat and sanitary condition. If those whom you are responsible for contribute to damages of the common areas such as stated, or become so as to need clean-up or repairs, any and all charges will be assessed to your account as additional rent.
- (H) 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

- (A) No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the Landlord.
- (B) Such consent if granted, shall be revocable at Landlord's option upon giving a 30-day written notice.
- (C) In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ _____ shall be required along with additional monthly rent of \$ _____ along with the signing of Landlord's Pet Agreement.
- (D) Tenant also agrees to carry insurance deemed appropriate by Landlord to cover possible liability and damages that may be caused by such animals.

14. UTILITIES AND SERVICES

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

Landlord Pays	Tenant pays	Landlord pays	Tenant pays
☐	☐ Cooking Gas/Fuel	☐	☐ Air Conditioning
☐	☐ Electricity	☐	☐ Cable/Satellite TV
☐	☐ Heat _____ (type)	☐	☐ Internet/wifi
☐	☐ Hot Water _____ (type)	☐	☐ Maintenance of common areas
☐	☐ Cold Water	☐	☐ Pest/Rodent Control
☐	☐ Trash Removal	☐	☐ Bed Bugs
☐	☐ Recycling Removal	☐	☐ Snow/Ice Removal
☐	☐ Sewage Fees	☐	☐ Lawn/Shrubbery Care
☐	☐ Sewer Maintenance	☐	☐ Heater Maintenance
☐	☐ _____	☐	☐ _____
☐	☐ _____	☐	☐ _____

Comments: _____

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

15. INVENTORY

(A) The premises contains the following items/furnishings, that the RESIDENT may use:

- | | | | |
|---------------------------------------|---|---------------------------------------|-------------------------------------|
| ☐ Bed | ☐ Nightstand | ☐ Dresser | ☐ Desk |
| ☐ Couch | ☐ Coffee Table | ☐ Dining Table | ☐ Side table |
| ☐ Washer/Dryer | ☐ Kitchen appliances | ☐ Dish ware | ☐ Utensils |
| ☐ Other: _____ | ☐ Other: _____ | ☐ Other: _____ | |
| ☐ Other: _____ | ☐ Other: _____ | ☐ Other: _____ | |
| ☐ Other: _____ | ☐ Other: _____ | ☐ Other: _____ | |

16. TENANT'S CARE OF PROPERTY

(A) Tenant will:

1. Keep the Property clean and safe.
2. Dispose of all trash, garbage and other waste material required by Landlord and the law.
3. Use care when using any of the electrical, plumbing, heating, and ventilation or other facilities or appliances on the Property including any elevators.
4. Be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.
5. Be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains.
6. Pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.
7. Notify the Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
8. Obey all federal, state and local laws that relate to the Property.
9. Clean up after service animals on the Property, including common areas.

(B) Tenant will not:

1. Keep any flammable, hazardous or explosive materials on the Property.
2. Destroy, damage or deface any part of the Property or common areas.
3. Disturb the peace and quiet of other tenants or neighbors.
4. Make changes to the property, such as painting or remodeling, without the written permission of the Landlord. Tenant agrees that any changes or improvements made will belong to the Landlord.
5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.

(C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with (A) and (B).

(D) Tenant is responsible to pay the costs of repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or service animals.

17. LANDLORD'S MAINTENANCE AND REPAIR RESPONSIBILITIES

Landlord shall perform:

(A) All maintenance and repairs that landlords are required to perform under the City of Philadelphia Codes;

(B) All maintenance and repairs needed to keep the Dwelling habitable within the meaning of Pennsylvania law.

(C) Other maintenance and repairs are at the Landlord's sole discretion.

(D) Landlord may decline to make repairs

1. Which are purely aesthetic and do not affect the Tenants' health and safety, and/or
2. which are not required by City Codes.

(E) If a repair is covered by a manufacturer's warranty, Tenant agrees that Landlord may follow the manufacturer's procedures in making the repair, even if doing so may delay the repair. If a repair is covered under an insurance policy, Tenants agree that Landlord may follow the insurer's claim procedures in making the repair, even if doing so may delay the repair.

(F) It is Tenants' duty to notify the Landlord in writing or by electronic mail of any necessary repairs under this paragraph. Landlord does not perform and is under no obligation to perform regular inspections of the Dwelling.

(G) Once notified, Landlord shall have a reasonable time in which to perform the repair. Landlord will attend to repairs according to their importance. Major problems (e.g., lack of hot water, sewage line back up) will be handled with higher priority than more minor problems (e.g., kitchen cabinet not closing properly).

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

- (H) Landlord does not offer a “24-hour maintenance service”. In most cases, emergencies reported in the evening or on weekends (including lost keys) will be handled the next business day. Tenants shall promptly report any damage to the Dwelling caused by, damage to or theft of personal property caused by or trash not disposed of by Landlord’s agents or contractors.
- (I) Tenants shall reimburse the Landlord for the cost of any maintenance or repair work which is due to the intentional, negligent or unreasonable conduct of Tenants or their guests. Reimbursement shall be made within 30 days of Landlord’s request.

18. DETECTOR AND FIRE PROTECTION SYSTEMS

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

19. DESTRUCTION OF PROPERTY

- (A) Tenant will notify Landlord or Landlord’s agent immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord or Landlord’s representative of any condition in the Property that could severely damage or destroy the Property.
- (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.
- (C) Tenant is not permitted to perform their own repairs of physical damages they or their guests have caused to the Dwelling including holes in drywall. Only Landlord’s contractors may repair physical damages.
- (D) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
 - 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 until the damage is repaired, OR
 - 2. If the law does not allow Tenant to live on the Property, this Lease is ended. If Lease is ended, Landlord will return any unused security deposit to Tenant.

20. NO SMOKING/DRUG POLICY

- (A) Tenant, or Tenant’s family or guests shall not smoke or partake in any illegal drugs within premises.
- (B) This includes smoking cigarettes, cigars, pipes or any other smoking device.
- (C) This policy is in effect desire to mitigate
 - 1. the irritation and known health effects of secondhand smoke;
 - 2. the increased maintenance, cleaning, and redecorating costs from smoking; and
 - 3. the increased risk of fire from smoking.
- (D) Tenant acknowledges that Landlord/Agent’s adoption of a no smoking policy does not make the Landlord/Agent the guarantor of the Tenant’s health or of the smoke-free and drug-free condition of the premises.

21. SAFETY & SECURITY

To ensure the safety and security of the Dwelling, Tenants agree that they and their guests shall:

- (A) Keep windows and doors locked at all times;
- (B) Monitor window and door locks and notify the Landlord if any lock is not working;
- (C) Report any crimes (vandalism, theft, etc.) promptly to the Philadelphia Police Department and furnish a copy of the police report to Landlord;
- (D) Test the smoke detectors at least four times a year and replace batteries as needed;
- (E) Keep hallways and doors unobstructed so that there is a means of escape in the event of an emergency;
- (F) Report any problems with the fire alarm system (For example, a yellow light showing system trouble); and
- (G) Not go onto the roof of the Dwelling, except for roof decks fitted with proper guardrails.

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

22. KEYS & LOCKS

- (A) Tenants shall not change any locks or install additional locks without Landlord's consent.
- (B) If Tenants change or add any locks, Tenants agree to pay Landlord a fee of \$50.00 and agree that Landlord may change the locks and issue new keys.
- (C) If Landlord is missing keys to any locks at the Dwelling, Tenants shall provide keys to the Landlord.
- (D) Tenants shall not give or lend keys or copies of keys to any persons who are not tenants.
- (E) Tenants shall pay a fee of \$25.00 for the Landlord's services when they misplace their keys and request entry to the Dwelling and/or individual rooms.

23. 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.

24. DISPLAY OF SIGNS

- (A) At any time during this lease, Landlord or his agents shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the Dwelling and of showing the property to prospective purchasers or tenants.

25. MARKETING OF DWELLING

- (A) Tenant shall keep the Dwelling in presentable condition at any time when the Landlord is marketing or showing it to prospective tenants. Presentable condition shall mean free of trash and debris, no visible damage to doors, walls and banisters, and floors, kitchens and bathrooms reasonably clean.

26. LIABILITY

- (A) Landlord is not liable for loss, expense or damage to the Tenants or their property, unless due to the Landlord's gross negligence or willful act.
- (B) Landlord is specifically not liable for
 1. Tenant's housing or relocation costs in the event of a fire, bedbugs, infestation, or other casualty,
 2. damages due to leaks or water infiltration,
 3. damages due to mice or other pests,
 4. damages (such as spoiled food) due to power interruption or refrigerator problems, and
 5. criminal acts of third parties.

27. CASUALTY

- (A) If the Dwelling or any part thereof is made uninhabitable due to fire, storm, flood, infestation or other casualty not caused by Tenants' negligence or willful act or that of their guest, the Dwelling shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Dwelling may have been uninhabitable, or, if the Landlord elects not to make repairs, the Term shall end and the rent shall be pro-rated up to the date of the casualty.
- (B) Landlord reserves the right to decide whether the Dwelling is inhabitable and which portions are inhabitable. Landlord shall not be liable to Tenant for Tenant's housing or relocation costs or other damages in the event of a casualty.

28. INSURANCE AND RELEASE

- (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's property, or Tenant's guests.
- (B) Landlord shall not be liable for any damage to or loss of Tenants' property, unless such damage is (a) caused by Landlord's gross negligence and (b) not covered by Tenants' insurance.

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

- (C) Tenant is advised to obtain property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property.
- (D) ☐ **IF CHECKED**, Tenant must have insurance policies providing at least \$_____ property insurance and \$_____ liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.
- (E) 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 associated with that loss.

29. ABANDONMENT OR SURRENDER

- (A) If Tenants abandon the Dwelling or any part thereof prior to the End Date, or attempt to surrender possession, Landlord may, at its option, enter the Dwelling without any liability to Tenants and may, at its discretion, as agent for Tenants, sublet all or part of the Dwelling, for all or part of the remaining Term, collect rents from subletters and hold Tenants liable for any difference between the rent due under this Lease Agreement and the net rent collected from any subletters.
- (B) In computing the net rent collected from subletters, Landlord may deduct a "subletting fee" equal to one month's rent. In the event of abandonment, Landlord may consider any personal property left by Tenants to have been abandoned and may dispose of it in any manner it sees fit.

30. ASSIGNMENT AND SUBLETTING

- (A) Without the prior written consent of Landlord, Tenants shall not assign this lease, or sublet the Dwelling or any part thereof.
- (B) An assignment or subletting without Landlord's consent shall be void and shall, at Landlord's option, terminate this lease.
- (C) If a sublet is permitted, Tenants remain bound to the terms of this Lease Agreement even if Landlord accepts payments from the subletter and Tenants are responsible for damages caused by the subletter.

31. 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:
1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and reasonable costs, including the cost for Landlord and Landlord's agent to attend court hearings.
 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent 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 money in banks.
 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
- If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice, unless otherwise required by local ordinance.
- (B) _____ (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:**
-
-

32. 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.

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

33. 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.

34. DEFAULT

- (A) Tenants are in default if Tenants
1. do not pay rent or other charges within 10 days of when they are due;
 2. do not pay bills for utility services when due,
 3. abandon the Dwelling before the End Date,
 4. do not move out of the Dwelling at the End Date, or
 5. do not do all of the things agreed to in this Lease Agreement.
- (B) If Tenants are in default,
1. Tenants may lose their security deposit,
 2. Landlord may go to Court and have Tenants evicted, and/or
 3. Landlord may sue Tenants to collect the following amounts:
 - i. Overdue rent, unpaid utility bills, late fees, returned check fees and other money damages caused by Tenants' default;
 - ii. Unpaid rent for the remainder of the Term;
 - iii. If the Dwelling is relet, a "reletting fee" equal to one month's rent to compensate Landlord for its time and effort;
 - iv. Damages to the Dwelling caused by Tenant's negligent or intentional act or by a breach of any obligation under this Lease Agreement; and
 - v. Reasonable attorneys' fees, postage, court costs and other costs in connection with going to Court (a) to pursue an eviction, (b) to seek a money judgment, and (c) to collect a money judgment or settlement.
- (C) If any default is made in the payment of rent, or any part thereof, at the times specified above, or if any default is made in the performance of or compliance with any other term or condition of this Lease Agreement, the lease, at the option of Landlord, shall terminate and be forfeited, and Landlord may re-enter the Dwelling and remove all persons therefrom. Tenants shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Tenants have corrected the default or breach or have taken action reasonably likely to effect such correction within a reasonable time.

35. JOINTLY AND SEVERALLY

- (A) The undersigned tenant is responsible and liable for all obligations under this agreement.

36. REPORT TO CREDIT/TENANT AGENCIES

- (A) Tenant is hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on their credit report.

37. NON-DISPARAGEMENT

- (A) Landlord and Tenants mutually agree not to make, ratify or endorse any disparaging remarks, derogatory statements or comments regarding each other or to do anything to harm each other's reputation in social media, on or offline, in any form whatsoever, before during or after the expiration of the Term.
- (B) The parties agree that the damages for violation of this clause shall be the greater of actual damages or \$1,000.00.
- (C) This clause shall not be read to prohibit either party from exercising its rights in a court of competent jurisdiction or making reports to government agencies on matters within their jurisdiction.

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____

38. ATTORNEY FEES

(A) If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

39. ENTIRE AGREEMENT

(A) 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.

40. RECEIPT OF AGREEMENT

(A) Original signatures on this Lease shall not be required. Faxed, scanned or digital signatures are acceptable. This Lease may be signed in more than one counterpart (i.e., different persons may sign different copies of the Lease).

(B) By signing this Lease Agreement, each Tenant agrees that he or she has read and understood all of the provisions of the Lease Agreement.

Landlord:

Sign: _____

Dated: _____

Print name: _____

Tenant:

Sign: _____

Dated: _____

Print name: _____

Tenant Initials: _____ / _____

Landlord Initials: _____ / _____