

RESIDENTIAL LEASE AGREEMENT

Made this _____ day of _____, 20____, between _____ TENANT (S) and
DREAM RENTALS P.O. BOX 1801, KINGSTON, PA 18704-0801 hereinafter referred to as owner /
landlord. The landlord does lease to the tenant those premises known as APARTMENT # _____
_____, PA.18_____

THIS LEASE AGREEMENT INCLUDES A WAIVER OF THE TENANT'S RIGHT TO NOTICE TO QUIT. NOTICE TO QUIT IS A FORMAL NOTICE IN WRITING DELIVERED TO YOU OR POSTED ON THE LEASED PREMISES THAT ADVISES YOU THAT YOU HAVE VIOLATED A TERM OR CONDITION OF THE LEASE AGREEMENT. THE WAIVER OF NOTICE TO QUIT MEANS THAT THE LANDLORD HAS THE RIGHT TO BEGIN A LAWSUIT AGAINST YOU WITHOUT GIVING YOU NOTICE TO QUIT. THE WAIVER OF NOTICE TO QUIT DOES NOT MEAN THAT A COURT CAN ENTER A JUDGMENT AGAINST YOU WITHOUT GIVING YOU AN OPPORTUNITY TO PRESENT YOUR DEFENSE OR YOUR OWN CLAIM IN COURT.

LEASE BEGINS 12:00 NOON _____ DAY OF _____ / 20____
LEASE ENDS 12:00 NOON _____ DAY OF _____ / 20____
LEASE TERM IS _____ YEAR _____ MONTHS _____ DAYS

LEASED PREMISES TO BE OCCUPIED BY NO MORE THAN _____ PERSON/PEOPLE

#1 MONTHLY PAYMENT. The tenant(s) shall pay to the landlord the sum of \$_____ per month for the term of the lease. If the term begins on a day other than the first of a month, the tenant(s) shall pay pro-rata for the balance of the month. The tenant(s) may pay by personal check. However, if a bad check is ever received, all future payments must be made by cashier's check or money order. All returned checks will be charged a \$20.00 bad check fee and the \$25.00 late fee (2b) if applicable. All late payments shall be made by cashiers check or money order.

CIRCLE THOSE ITEMS WHICH ARE PAID FOR OR PERFORMED BY THE TENANT

CABLE TV	GARBAGE	SIDEWALK CLEANING	PARKING
COOKING GAS	HEAT	WATER	RECYCLING FEE
ELECTRICITY	SEWER	YARD MAINTENANCE	

#2 LATE CHARGES. An additional \$25.00 late charge must be included in the rental payment if both the following requirements are not met.

A. The tenant(s) agrees to have a phone installed within 30 days of the date of this lease and to immediately furnish the landlord the phone number. The landlord will also be notified within two working days of any future changes in the phone number.

B. The rent must be received no later than 12:00 noon on the first day of the month it is due and must have a postmark no later than the last day of the previous month.

#3 COLLECTION CHARGES. The tenants shall pay for all Magistrate fees, attorney fees, and collection agency fees. (Collection agency fees average 30 to 40% of collected amount)

#4 SECURITY DEPOSITS. The tenant(s) deposits with the landlord \$_____ (one month's rent) to secure his/her full and faithful performance of the covenants and conditions of this lease. THIS DEPOSIT SHALL NOT BE USED OR APPLIED BY THE TENANT (S) AS A SUBSTITUTE FOR RENT. For the return of the full security deposit within 30 days of the termination of the lease the following requirements must be completed.

- A. Scrub all floors, counter tops, cabinets, stoves, refrigerators, appliances, sinks, tubs and toilets.
- B. Wipe clean all windows, walls, ceilings, light fixtures and woodwork.
- C. Vacuum all carpets, curtains, and drapes.
- D. Remove ALL personal property and garbage.
- E. Premise must be restored to original condition.**

#5 UTILITIES. It shall be the responsibility of the tenant(s) to exercise care in the use of the utilities and the tenant(s) will be charged for any EXCESSIVE use of utilities paid for by the landlord. A \$35.00 per month fee will be charged on the use of **each** AIR CONDITIONER, ELECTRIC HEATER, and/or WATERBED when the landlord furnishes the electricity. The tenant(s) shall promptly pay all bills for utilities charged to the premises, and agree to make the required deposits. The landlord shall have the right to temporarily suspend any utility or services to the leased premises in order to do maintenance and repairs or protect the property of the landlord or tenant from risk of harm or loss.

#6 RENEWAL. This lease shall be deemed automatically renewed, on a month to month basis. The lease renews under the same terms (including the 60 day notice of section #20) and conditions, unless either party notifies the other in writing, at least 60 days before the expiration of this term, of his /her intention not to renew.

#7 ACCESS TO PREMISES. The owner/landlord shall have access to the premises at any reasonable time to inspect, maintain, repair, alter, and supply services or show.

#8 APPLIANCES. The premises are rented without appliances. The rental payment specifically EXCLUDES all appliances. All appliances on the premises are there solely at the convenience of the landlord who assumes no responsibility for their operation. If the tenant requests their removal PRIOR TO TAKING OCCUPANCY, the landlord agrees to do so. However, once the tenant has taken possession he agrees to be responsible for normal maintenance and repairs or the owner will have them removed.

CIRCLE THOSE APPLIANCES WHICH ARE HERE AND OPERATING WELL TODAY

--STOVE -- REFRIGERATOR -- MICROWAVE -- WASHER --DRYER --

#9 CONDEMNATION. The landlord has the right to terminate this lease should the subject property, or part thereof, be taken by the exercise of condemnation, eminent domain, or other governmental action.

#10 DISPLAY OF SIGNS. The landlord may display for rent or for sale signs on the premises. The tenants shall not expose any sign, advertisement, illumination, or projection in or out of the windows or exterior or from the said premises or upon or in any place without prior written consent of the landlord. The tenant shall only use such shades or window covering (NO PAPER OR SHEETS WILL BE ALLOWED) as approved by the owner or landlord.

#11 DRUGS. No illegal drugs are permitted to be stored, used, manufactured, processed, or sold on the premise. Any violation of the Controlled Substance Act is a breach of this lease.

#12 FIRE AND OTHER CASUALTY. The landlord shall insure the structure within which the leased premises is located for fire coverage. The tenant(s) shall insure tenant's personal property in or about the leased premises. The tenant(s) assumes the liability responsibility for himself, family and other persons and shall save the landlord harmless from any liability arising from injury to person or property caused by any act or omission of the tenant, his family, guests, servants, employees, assignees or sub-tenants. IT IS RECOMMENDED THAT THE TENANT (S) OBTAIN RENTER'S INSURANCE TO COVER HIS POSSESSIONS (these are NOT covered by the owners insurance policy).

#13 NOTICES. All notices given under this agreement must be in writing. They may be given by:

- A. Personal delivery or POSTED ON THE TENANTS DOOR or
- B. Certified mail, return receipt requested

Each party must accept the Certified mail sent by the other. Notices shall be addressed to the owner at the address on this agreement and to the tenant at the subject property. The tenant shall pay a delivery fee of \$ 25.00 for all notices due to non-payment of rent.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD
BASED PAINT HAZARDS**

Lead Warning Statement

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

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain).

Lessor has no knowledge of lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessee Date

Lessee Date

Agent Date

Lessee Date

Lessee Date

Date of Possession Condition Inspection

____/____/____

Kitchen						Bathroom					
Walls	Exc.	VG	G	F	P	Walls	Exc.	VG	G	F	P
Flooring						Flooring					
Stove cond.						Toilet					
Cleanliness						Toilet Top					
Refrigerator						Tub					
Cleanliness						Shower Liner					

Livingroom						Diningroom					
Walls	Exc.	VG	G	F	P	Walls	Exc.	VG	G	F	P
Flooring						Flooring					
Doors						Doors					
Windows						Windows					
Screens						Screens					

Front Bedroom						Middle Bedroom					
Walls	Exc.	VG	G	F	P	Walls	Exc.	VG	G	F	P
Flooring						Flooring					
Doors						Doors					
Windows						Windows					
Screens						Screens					

Rear Bedroom						Cleanliness					
Apartment/Basement/Yard											
Walls	Exc.	VG	G	F	P	Overall apartment	Exc.	VG	G	F	P
Flooring						Basement					
Doors						Yard					
Windows						Front Porch					
Screens						Rear Porch					

There is/are _____ working smoke detectors located _____.

Tenant acknowledges receipt of _____ Apartment door key(s):

_____ Main door key(s)

_____ Mail Box key(s)

Should this/these key(s) not be returned upon vacating this property, tenant (s) understand that a \$20.00 /key charge shall be assessed and deducted from the Security Deposit.

Tenant has inspected this unit with the Landlord and agrees with this Condition Report.

Tenant _____ Tenant _____

Tenant _____ Tenant _____

Move-Out and Repair Charges

Shown below is a list of itemized charges for the most common tasks we have to perform when tenants move out and leave their dwelling in need of maintenance. Please note that these charges are averages. Sometimes the actual prices are higher, and sometimes they are lower, but most of the time they are exactly as shown. We provide allowances for normal wear and tear, and for the length of time an item has been in use. Replacement charges include parts and labor.

For additional items not found on this sheet a fee of \$20.00 per man hour for cleaning and \$35.00 per man hour for repairs will be charges as per lease.

Cleaning		Electrical	
Clean refrigerator (interior)	\$20.00	Replace light fixture globe	\$12.00
Clean (exterior) Remove stickers	20.00	Replace light fixture	45.00
Clean stove top	10.00	Replace electrical outlet/switch	5.00
Clean oven	30.00	Replace outlet/switch cover plate	1.50
Clean stove hood	20.00		
Clean kitchen cabinets/6ft. of length	20.00	Plumbing	
Clean kitchen floor	35.00	Replace kitchen faucet	\$100.00
Clean tub/shower and surround	15.00	Replace bathroom faucet	75.00
Clean toilet and sink	15.00	Replace faucet handle	15.00
Clean bathroom cabinets & floor	20.00	Replace faucet aerator	3.50
Vacuum throughout dwelling (normal conditions)	40.00	Replace showerhead	12.00
Vacuum(hasn't been done weekly)	80.00	Replace broken toilet seat	15.00
Clean carpet (per room)	40.00	Replace toilet tank lid	25.00
Fumigate for fleas	125.00	Replace toilet	130.00
		Replace garbage disposal	80.00
		Clean blocked sewer lines	155.00
		<i>(usually caused by food or feminine hygiene products flushed down toilet)</i>	
Floors and Walls		Locks	
Remove carpet stains	\$45.00	Replace key (door or mailbox)	\$10.00
Deodorize carpet	85.00	Replace cylindrical door lock	65.00
Repair carpet (per spot)	85.00	Replace passage door lock	15.00-30.00
Repair linoleum (per spot)	75.00	Replace deadbolt lock	65.00
Replace kitchen linoleum	375.00	Replace mailbox lock	8.50
Replace bathroom linoleum	225.00		
Repair floor tile	30.00	Miscellaneous Missing and/or Damaged	
Replace kitchen floor tile (avg.)	350.00	Replace refrigerator shelf	\$25.00
Replace bath floor tile (average)	150.00	Paint refrigerator	75.00
Remove mildew and treat surface	12.00	Replace stove/oven knob	8.00
Cover crayon marks	35.00	Repair plastic countertop	35.00
Repair hole in wall	45.00	Replace plastic countertop	275.00
Replace ceiling block (each)	8.00	Replace medicine cabinet	75.00
Repaint(per wall/ceiling)	15.00	Replace mirror for med. Cabinet	25.00
Remove picture-hanging tape/spot	2.00	Replace towel bar	12.00
		(additional if wall damaged)	12.00
Doors and Windows		Replace shower curtain rod	15.00
Repair hole in hollow-core door	\$45.00	Replace thermostat	60.00
Repair forced door damage	65.00	Replace smoke detector	20.00
Replace door (inside)	125.00	Remove junk and debris/truck load	175.00
Replace door (outside)	225.00	Remove shower curtain	5.00
Replace windowpane (single)	35.00	Per chair	25.00
Replace windowpane (double)	95.00	Per couch	55.00
Replace Venetian blind/mini blinds	20.00	Per sleeper couch	100.00
Re-screen window screen	15.00		
Replace window screen	25.00		

RULES AND REGULATIONS

Any violation shall be considered a breach of the lease agreement.

1. Loitering, exercising or jogging in common areas such as halls, stairwells and parking areas is not permitted.
2. No storage of garbage or personal possessions in common areas are allowed.
3. No storage or use of flammable substances, toxic or hazardous chemicals, or noxious odor producing substances are permitted anyplace on or near the premises.
4. Bicycles must be stored inside your own apartment.
5. No alternative heating sources, such as kerosene heaters, wood, or coal burners are permitted.
6. No gas or charcoal grill cooking is permitted inside any location of the building or on or under any wooden porches or decks.
7. All trash and waste must be stored in sealed metal or plastic GARBAGE CANS (30 gal. or larger).
8. Alterations of any kind, such as painting, papering etc., require OUR written permission.
9. Entry onto the roof, or into mechanical areas of the building, is not permitted.
10. When YARD MAINTENANCE is circled on the lease, the tenant shall keep grass cut (not higher than 6") and the rest of the property clean and tidy at all times.
11. Picture hanging is limited to one standard 1 1/2-inch nail type picture hook per wall. No tape, glue, gum, or other adhesives are allowed.
12. When heat is provided the thermostat will be set between 68 and 72 degrees. Any tampering of any sort with the setting or the heat shall be considered a breach of lease. The normal heating season is from September 15, to April 15. Caution must be taken especially in the spring and fall not to be tempted to leave windows open unattended.
13. The consumption of alcoholic beverages by tenants or their guests in common areas is prohibited. **Beer in Kegs is prohibited.**
14. The re-keying of our locks and deadbolts, or the installation of additional security devises can be accomplished only after a written request from the tenant and a written approval from the landlord. All copies must be kept until lease termination.
15. When water is included in the rent, no washing of cars or use of hoses is permitted.
16. No swimming pools, wading pools, or ponds of any kind are permitted on or near the leased property.
17. CLEAN UP CHARGE IS \$20.00 PER MAN HOUR.
18. REPAIR CHARGE IS \$35.00 PER MAN HOUR.
19. IN ADDITION TO THESE RULES AND REGULATIONS THE TENANT SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS.

A service maintenance contract is – is not desired on all appliances. A charge of \$5.00 per appliance per month will be added to the rent. A total of \$ _____/ mo.

DATE ____ / ____ / ____

TENANTS INITIALS _____

#14 PEST CONTROLS. The landlord shall be responsible to exterminate carpenter ants, termites, and other wood-boring insects. The landlord agrees to exterminate other insects found in the premises prior to the tenant taking possession. The tenant(s) shall be responsible for eradicating all other insects, including but not limited to fruit flies, brown ants, and cockroaches, upon taking possession of the premises.

#15 PETS. The tenant agrees not to keep any pet of any kind on premises without the written consent of the owner (a separate Pet Agreement Form will be necessary) Should the tenant keep an unauthorized pet on the premises, the tenant will pay \$3.00 per pet, per day, for each day or part thereof, that the pet(s) remains on the premises without the owner's prior written consent.

#16 QUIET ENJOYMENT. If the tenant complies with this agreement, the owner must provide the tenant with undisturbed possession of the premises. The tenant agrees to conduct himself and to require all others on premises to conduct themselves in a manner that will not disturb the peace and quiet of the neighbors. Quiet hours are from 9:00 P.M. TO 9:00 A.M. daily.

#17 SMOKE DETECTORS. Smoke detectors are provided in the leased premises. Weekly inspections, batteries and normal cleaning and maintenance are the tenant's responsibility.

#18 STORAGE. There is NONE. There are no provisions for any storage outside the walls of the tenant's locked premises. Any item placed outside this unit will be disposed of at the tenant's expenses, at a rate of \$25.00 per item.

#19 SUBLETTING AND ASSIGNMENTS. The tenant has no authority to sublease or assign the leased premises or any portion of it without prior written approval of the landlord.

#20 TERMINATION. Either party may terminate this lease for any reason by giving the other a 60-day written notice. **(60 days starts at the 1st. of the following month)** The tenant will forfeit the security deposit upon early termination. If termination is by Legal Eviction (caused by the tenant's breach of this contract/lease) then tenant will owe 60 days rent and forfeit the security deposit.

#21 USE. The tenant(s) agree to use the premises only as a residence. The tenant agrees to pay an additional \$100.00 per month for each guest who occupies the premises for more than THREE days a month without the written permission of the landlord.

#22 VEHICLES. The tenant agrees not to park or allow to be parked any non-operable, non-licensed or non-insured vehicle on the premises. The tenant directs the landlord to immediately remove any such vehicle parked on the property at the tenant's expense. The tenant further agrees not to repair his/her vehicle on the premises if such repairs will take more than one day.

#23 WAIVER. The landlord's failure to enforce any provision in this lease does not prevent him from enforcing the lease as to any future violations, nor shall any acceptance of a partial payment of rent be deemed a waiver of the owner's right to the full amount thereof.

#24 WATERBEDS. The tenant agrees not to have any liquid filled furniture or tanks on the premises without the prior written consent of the owner. Also renters insurance and an addendum to this lease would be required.

THIS LEASE AGREEMENT PROVIDES THAT THE TENANTS ARE JOINTLY AND SEVERALLY LIABLE TO THE LANDLORD FOR THE PERFORMANCE OF THE TENANTS' OBLIGATIONS. THIS MEANS THAT IF THERE IS A VIOLATION OF THE LEASE TERMS AND CONDITIONS, THE LANDLORD MAY CHOOSE TO SUE ANY ONE TENANT INDIVIDUALLY OR ALL TENANTS JOINTLY FOR ALL DAMAGES AND ALL UNPAID RENT.

"NOTICE TO QUIT WAIVER"

THE TENANT HEREBY SPECIFICALLY WAIVES HIS (OR HER) RIGHT TO RECEIVE THE 30-DAY NOTICE OR ANY "NOTICE TO QUIT" THE LEASED PREMISES IN ACCORDANCE WITH THE PENNSYLVANIA LANDLORD TENANT ACT. THE TENANT FURTHER UNDERSTANDS THAT THE LANDLORD SHALL HAVE THE ABSOLUTE RIGHT TO DEMAND THE IMMEDIATE VACATION OF THE PREMISES BY THE TENANT AND THAT THE LANDLORD MAY EXERCISE THIS RIGHT AT ANY TIME THAT THE LANDLORD FEELS THAT ANY TERM (S) OF THE LEASE MAY HAVE BEEN VIOLATED.

IN ADDITION TO THE TERMS AND CONDITIONS IN THIS LEASE AGREEMENT, THE TENANT (S) AS A CONDITION OF THE LEASE AGREE TO BE BOUND BY THE RULES AND REGULATIONS APPLICABLE TO ALL OF OUR TENANTS. THESE RULES AND REGULATIONS ARE ATTACHED BY SEPARATE DOCUMENT TO THIS LEASE AGREEMENT. THEY ARE TO BE INITIALED BY ALL PARTIES OF THIS LEASE, AND INCORPORATED IN THIS LEASE AGREEMENT BY REFERENCE. THE LANDLORD RESERVES THE RIGHT TO ALTER, MODIFY, AND AMEND THESE RULES AND REGULATIONS, PROVIDED THAT ANY AMENDMENT, MODIFICATION OR ALTERATION SHALL SERVE THE PURPOSES OF REASONABLY PRESERVING THE LEASED PREMISES, AND THE RIGHTS AND INTERESTS OF THE TENANTS TO QUIET ENJOYMENT OF THE PREMISES. NO AMENDMENT, MODIFICATION, OR ALTERATION OF THE RULES AND REGULATIONS SHALL BECOME EFFECTIVE AS TO TENANT UNTIL TENANT SHALL HAVE BEEN PROVIDED A WRITTEN COPY. DELIVERY OF A COPY OF THE AMENDED, MODIFIED OR ALTERED RULES AND REGULATIONS BY FIRST CLASS MAIL, POSTAGE PREPAID OR HAND DELIVERY TO THE LEASED PREMISES SHALL BE SUFFICIENT TO MEET THIS DELIVERY REQUIREMENT.

I HAVE BEEN GIVEN SUFFICIENT TIME TO SEEK LEGAL COUNCIL. I HAVE READ, PARAGRAPH BY PARAGRAPH THIS RESIDENTIAL LEASE AND CONSIDER IT TO BE "PLAIN LANGUAGE". I FULLY UNDERSTAND ALL THE TERMS AND AGREE TO BE BOUND TO IT IN ITS ENTIRETY.

Accepted this _____ day of _____, 20_____.

LESSEE/TENANT

LESSEE/TENANT

LESSEE/TENANT

LESSEE/TENANT

PROPERTY MANAGER

***IT IS OUR POLICY TO REPORT ALL BAD CREDIT INFORMATION
TO THE NATIONAL CREDIT BUREAU.***

00/07/21