# RESIDENTIAL LEASE AGREEMENT

THE DATE OF THIS LEASE IS	May 8, 20XX , BETWEEN,	
Landlord: Philade	phia Property Group	(Name(s))
Agent for Landlord: Scott L. 267-808-		ster@gmail.com
	AND	
Tenants:		
Print:Phone:Email:	_	
Print:Phone:Email:	_	
Print:Phone:Email:	_	
Contact Tenant: (pick from above  Contact Parent Co-Signor:  Phone: Email:		
Address		
The word "Tenant", when used in of the Leased Unit, Tenant's fam		<del>-</del>
"Contact Tenant" is liaison bet Contact Tenant is responsible deposits, and other monies and n	for distributing commu	nications, security
Landlord agrees to rent terms and conditions:	to Tenant the "Leased Un	it" on the following
1. ADDRESS OF THE LEASED UNIT		
XXX Nth XXth Street Unit A	<del></del>	

ladelphia Pa 19104	2101		D	nhin	401	hila
ladelphia Pa 19104	1 L U 4	l	_ P	pnia	$\alpha e \perp$	nıta

2. **TERM**.

Length of Lease: \_\_\_11.75 months\_\_\_\_

Lease Begins On: Sept 1, 2015

Lease Ends: August 22, 2016 / 10 a.m.

3. **RENT**.

Rent For Each Month: \$ 2375 (or) \$4750 if paid with other Unit in House)

Due at signing of Lease: 1st, last, 1 month security: \$7125 (or) \$14,250 if paid with other Unit in House)

RENT MUST COME AS ONE (1) CHECK. SEPARATE CHECKS FROM DIFFERENT TENANTS OR PAYORS WILL NOT BE ACCEPTED. PAYABLE TO "Philadelphia Property Group" CAN BE PAID IN CONJUNCTION WITH OTHER UNIT IN HOUSE.

Tenant must pay rent to Landlord or Agent for Landlord by the first (1st) day of every month at  $\_$ 

- 1) Scott L. Shuster Esq., Penthouse, 1805 Chestnut St. Philadelphia, PA 19103 or
- 2) Direct Deposit at any <u>Wells Fargo: Account "Philadelphia Property Group"</u>
  2000011641799. [please put your house address and unit number on check so Landlord knows which property this if for and Tenants get credit].
- 3) VENMO/Paypal "PhilaPropertyGroup.com"

This Lease provides that Landlord must receive Tenant's rental payment by the first (1st) day of the month in which it is due. Any rent received after the fifth (5th) day of the month is considered late and Tenant agrees to pay a late fee of \$150. This late fee is due for any month when Tenant's rental account is not current as to all amounts due and owing. If Tenant pays the rent late more than 3 times in a one (1) year period it is a breach of the terms and conditions of this Lease. If this breach occurs, Landlord can end/terminate Tenant's Lease upon seven (7) days notice from the date of the late payment.

If Tenant's check is returned by the bank, Tenant will pay a charge of  $\frac{100}{}$  as additional rent. It is a breach of this Lease to make a rental payment by a personal check which is not covered by available funds. If Tenant gives Landlord two (2) or more bad checks (checks which are returned for insufficient funds) within a consecutive three (3) month period, it is a breach of the Lease. At that time, Landlord may file an action seeking a money judgment and/or possession for this breach of the Lease.

If Tenant makes a rental payment by personal check which is not covered by available funds or by a bad check, Tenant agrees that Landlord may require the payment of rental sums by certified check or money order.

# 4. SECURITY DEPOSIT, FIRST AND LAST MONTH

Tenant will pay to Landlord First Month, Last Month and a security despot of one month. As security that Tenant will perform his/her obligations under this Lease one full month for Last Month will be paid but since last month is truncated by 1/4, extra money paid will be returned at conclusion of lease with security deposit. \$2375/4 = \$593.75. Landlord may use the security deposit to pay for losses or damages caused by Tenant's breach of this Lease. Landlord may also use the security deposit to pay for any damage to the Leased Unit. Tenant is under obligation to return property in manner given to him. At delivery there will be a mutual inspection where all defects can be recorded so Tenant is not responsible for them or Landlord will fix them.

Tenant must pay losses or damages which are not covered by the security deposit as additional rent. Tenant may not use the security deposit to pay the rent for the Leased Unit. Landlord may keep the security deposit if Tenant fails to make rental payments or if Tenant leaves before the end of the Lease Term.

Landlord will deposit the security deposit at \_\_\_\_\_ Wells Fargo Bank

Tenant must vacate the Leased Unit and give Tenants or Contact Tenant's new address to Landlord in writing before Tenants are eligible for return of the security deposit. Return of Security Deposit and extra monies can be returned to Contact Tenant who agrees to indemnify Landlord for any and all claims by Tenants or Co-Signors for return of Security Deposit and other monies.

# 5. UTILITIES.

Landlord will pay for the following utilities: NONE

All utilities are paid by Tenants INCLUDING WATER. Many utilities will remain in Landlord's name but will be mailed to Contact Tenant to be paid by Tenants.

Tenant will pay for all other utilities, as additional rent. Tenant agrees to place all other utilities within ten (10) days of receipt of a bill in the name of Tenant and agrees to pay all bills when due.

Landlord is not responsible for any inconvenience or loss caused by interruption of any utilities services and can charge Tenants back for expenses in restoring utilities.

#### 6. USE AND OCCUPANCY.

- (a) Tenant will personally use and continuously occupy the Leased Unit only as a residence for Tenant.
- (b) Tenant will not remove or attempt to remove Tenant's personal property without first paying to Landlord all rent due for the balance of this Lease.

- (c) Any trash on or around house including but not limited to porch, backyard, side yard, sidewalk, regardless of where it comes from is Tenant's responsibility to clean and remove or place in trash cans provided by Tenants. The City does not care if it's Tenants or NOT if it's on or near Tenant's property it is Tenant's responsibility to clean (BELIEVE me the Violations Fees add up fast so this is VERY SERIOUS.) Landlord reserves right to add \$50 fee for every violation.
- (d) Tenant will comply with all statutes, laws, ordinances and regulations. Tenant will not keep anything which is dangerous in the Leased Unit. Tenant will not conduct any dangerous activity in the building. Tenant will not do anything which might increase the danger to the Leased Unit or to other occupants in the building or neighborhood.
- (e) Tenant will not act in any way which unreasonably disturbs the peace and quiet of other residents or of Landlord or Agent or persons in the neighborhood. Tenant may not act in a manner which disturbs or interferes with Landlord's agents, staff, business invitees or visitors to the building, or persons in the neighborhood. No parties.
- (f) Tenant is responsible for shoveling walkway and sidewalk in front of house.
- (g) There can be no other furniture on front porch other than  $\underline{\text{real}}$  outdoor furniture and not indoor furniture or sofas.
- (h) Tenant will notify Landlord in advance if Tenant intends to be away from the Leased Unit for more than 60 days.
- (i) must have all lights and light bulbs working. If there is a problem with a light Landlord must be immediately notified. Changing lightbulbs is Tenants responsibility.
- (j) All smoke detectors must be kept in working order by tenants. Any disconnecting or taking out of batteries, or not replacing batteries, is a violation of lease. If there is a problem with a smoke detector Landlord must be immediately notified. Replacing batteries is tenants responsibility.
- (k) Pets: The Tenant may not keep any pets on the property without the written permission of the Landlord.

# Inspections may be made, with proper notice.

#### 7. POSSESSION.

Landlord will make a good faith effort to make the Leased Unit available to Tenant on the day this Lease is scheduled to begin. If any delay does occur, no rent is due until the Leased Unit is available to Tenant.

At delivery there will be a mutual inspection where all defects can be recorded so Tenant is not responsible for them or Landlord will fix them.

Tenant can end this Lease by written notice to Landlord by certified mail, return receipt requested, if the Leased Unit is not available within 10 days after the Lease beginning date. Tenant's only remedy is to end the Lease. Landlord is not responsible for any inconvenience, loss or damage if there is any delay in making the Leased Unit available to Tenant.

#### 8. **SUB-LETTING.**

Tenant may not sublease, transfer or assign this Lease without Landlord's approval which will not be unreasonably withheld.

#### 9. **ALTERATIONS**.

Tenant may not remodel or make any structural changes to the interior or exterior of the Leased Unit. Tenant may not attach or remove any carpeting or fixtures without first obtaining Landlord's written permission.

If Tenant makes any improvements or installs any fixtures, at the end of the Lease, Landlord has the right to keep such improvements and/or fixtures or require Tenant to remove them and to return the Leased Premises to its original condition at Tenant's expense.

# 10. CONDITION OF LEASED UNIT; REPAIR OF DAMAGE.

Landlord and Tenant agree that the Tenant has inspected the property and the Tenant wishes to enter into a written Lease Agreement. Tenant rents the property in it's present condition and agrees that Landlord has no duty to make any repairs, replacements or improvements before Lease begins or at any other time.

Tenant agrees to maintain the Leased Unit during the term of this Lease in the same condition as it was on the beginning date of the Lease. Any costs to return property to this condition will be Tenant's responsibility.

Tenant agrees to return the Leased Unit to Landlord at the end of this Lease in the same condition as it was on the beginning date of this Lease.

Tenant will complete repairs at Tenant's cost and Landlord's satisfaction. These include but are not limited to damages to: locks, doors, walls, carpets, garbage disposals, windows, dishwasher, washer and dryer, toilets, showers and sinks and any leaks that come from mis-use of these items. Furthermore, frozen pipes from not taking necessary precaution of keeping heat on and doors and windows shut in winter will be Tenant's responsibility. Tenant will promptly notify Landlord in writing if the Leased Unit is damaged or repairs are required. Landlord agrees to perform repairs that are Landlord's responsibility with reasonable promptness after receiving written notice from Tenant. These include roof, structure, hvac, plumbing, and electricity. Nonetheless, any damages to these that are Tenant caused are Tenant responsibility.

Tenant agrees to pay as additional rent the cost of the repair of damage caused by Tenant or other permitted occupants or visitors of Tenant. Only Landlord's employees, agents or contractors may make repairs to the Leased Unit.

Tenant can deduct repairs performed by him/her or agent from rent  $\underline{\text{ONLY AFTER WRITTEN APPROVAL FROM LANDLORD}}$ . Any unauthorized deductions from rent are considered Breach of Lease. Landlord will promptly reply and make immediate arrangements.

Landlord is not responsible for any inconvenience or loss caused by necessary repairs to the Leased Unit.

#### 11. CONDEMNATION.

Condemnation is the power of the government to take private property for public use. If the Leased Unit or any part of it is condemned, or voluntarily transferred by condemnation proceedings, this Lease will automatically end as to the condemned portion.

If the Lease ends due to condemnation of a part of the Leased Unit, Landlord will reduce the rent accordingly.

If the Leased Unit becomes uninhabitable due to the condemnation, the Lease will end when Tenant pays all rent due until the condemnation date. Tenant will not have any right to any award paid to Landlord by the condemning authority.

#### 12. INTERRUPTED USE OF LEASED UNIT.

Landlord will not reduce the rent if there is a fire, interrupted use of or other damage to the Leased Premises. Landlord will decide whether the Leased Unit can be lived in due to damage. If the Leased Unit becomes uninhabitable for any reason, this Lease will end when Tenant pays all rent due to the date that the Leased Unit is vacated.

Landlord is not responsible for any loss, damage or inconvenience to Tenant caused by fire or other cause.

Landlord is not responsible for any loss, damage or inconvenience to Tenant caused by government interference, or any L&I Violations or zoning violations from the City of Philadelphia or government agency in regards to amount of people living in house, trash, noise, or any other issue.

# 13. TENANT'S PERSONAL PROPERTY AND INSURANCE.

Landlord is not responsible for any damage to Tenant's personal property. For that reason, Tenant must obtain insurance to protect Tenant's personal property. Tenant is in breach of this Lease if Tenant fails to obtain personal property insurance.

Any personal property left in the Leased Unit after Tenant has vacated or has been evicted is considered abandoned. Landlord may dispose of this property in any manner without notice to Tenant. Tenant must pay Landlord's cost of disposal of Tenant's property.

If any insurance coverage maintained by Landlord is found to apply to any loss or damage covered by Tenant's insurance, the following will happen:

- (a) Landlord's insurance and any obligation of Landlord to pay is considered excess coverage.
- (b) Tenant's insurance must be fully used up before any claim can be made against Landlord or against Landlord's insurance coverage. Regardless of anything stated in this Lease, Tenant releases Landlord from any injury, loss or damage to personal property or persons from any cause sustained by Tenant or Tenant's guests which result from any of Tenant's or guests of Tenant's acts or failures to act. This includes theft, burglary and robbery.

Tenant waives any right of subrogation by Tenant or by any insurance company which covers Tenant. Subrogation is the right to be repaid for any

payments made by Tenant or Tenant's insurance for injury, loss or damage to personal property or persons.

Landlord may require Tenant to produce proof of insurance that is required in this Lease. It is a violation of the Lease to fail to have the insurance or fail to produce proof when requested.

#### 14. LIMIT OF RECOVERY AGAINST LANDLORD.

If Tenant obtains a judgment against Landlord, Tenant agrees that payment of the judgment is limited to Landlord's interest in the Property which is the subject of this Lease.

#### 15. ACCESS.

Landlord and anyone allowed by Landlord may enter the Leased Unit after first notifying Tenant. If there is an emergency, Landlord may enter the Leased Unit without giving Tenant advance notice. Tenant must obtain written approval from Landlord to add or change any lock. Tenant must provide to Landlord keys for any additional or changed locks.

#### 16. END OF LEASE OR RENEWAL.

- (a) Upon Landlord entering into an agreement of sale for the property Buyer will assume lease.
- (b) Either party may end this Lease at the end of any Term by written notice. Landlord or Tenant must receive this notice by March 1st $^{\rm th}$  2016. Tenant agrees to vacate premises and understands that failure to do so may create substantial damages for which the Tenant is responsible.

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- (c) Landlord may increase the rent or change any other term of the Lease for any renewal period by sending written notice to Tenant. Landlord must send this notice at least 60 days before the end of the Term or of any renewal term.
- Tenant may reject the renewal terms by sending written notice to Landlord by certified mail, return receipt requested, within 14 days of the date of Landlord's renewal notice. Tenant must then vacate at the end of the current Term. The Lease will renew on the terms set forth in Landlord's renewal notice if Tenant does not send notice ending the Lease.
- (d) If neither party ends the Lease or changes the Lease at the end of the original Term or of any renewal term, as set forth in 16(a) or (b), this Lease will automatically renew for one (1) year. Automatic renewal will not change the terms of this Lease except that the rent for each renewal term is increased by renegotiate at time.
- (e) If Landlord agrees in writing to end this Lease before the end of the Term, Tenant is responsible for all costs and losses caused by the early ending of the Lease. These losses will include loss of rent for the balance of the Lease Term.
- (f) If this Lease is ended and Tenant does not vacate on the ending date, Tenant must pay double the last monthly rental charge. This double rental charge is due for each month or part of a month that Tenant remains in possession of the Leased Unit after the end date of the Lease or renewal.

(g) This Lease will not automatically renew if Tenant is in default at any time within seventy (90) days from the date of the end of the term. In that event, the Lease will automatically end at the end of that term.

#### 17. LANDLORD'S REMEDIES.

Tenant is in breach of this Lease if Tenant fails to make rental payments when due or fails to comply with any other provision of this Lease. If Tenant breaches this Lease:

- (a) Tenant must immediately pay all rents for the balance of the term of this Lease and Landlord may sue for this rent.
  - (b) Landlord may end this Lease.
  - (c) Landlord may evict Tenant.
- (d) Landlord may sue Tenant to collect any monies due including but not limited to legal fees and costs to enforce lease terms. Tenant agrees to pay all legal fees and costs.
- (e) To the extent allowed by law, Landlord may discontinue any utility services to the Leased Unit.
- (f) Landlord may exercise any one or more of the other remedies available to it under law or in equity.
- (g) Tenant agrees to waive any notice including the 10 or 30 day notice period which is contained in Section 501 of the Landlord and Tenant Act of 1951, as amended, 68 P.S. 250.501, or any other notice period established by law. LANDLORD MAY FILE SUIT AGAINST TENANT TO ENFORCE THE TERMS OF THE LEASE WITHOUT NOTICE TO TENANT.
- (h) Tenant must pay Landlord's costs of enforcing this Lease including legal fees, whether or not suit is begun, as additional rent.

#### 18. VACATING LEASED UNIT.

Tenant must notify Landlord and must return all keys at the time that Tenant vacates the Leased Unit.

#### 19. NO WAIVER BY LANDLORD.

If Landlord does not exercise any of its rights under this Lease, Landlord may still exercise these rights at a later date. Acceptance of past due rent is not a waiver of Landlord's rights to enforce other terms under this Lease.

#### 20. SUBORDINATION.

This Lease and Tenant's rights under this Lease are subordinate (inferior) to all existing and any future financing, loans or leases on the building or land. Among other things, this means that the new owner or mortgagee may end this lease if there is a foreclosure sale of the property. Tenant agrees to waive rights by permitting the buyer at a foreclosure sale to end this Lease.

Tenant agrees to all financing and to sale of the Leased Unit or property subject to this Lease. Tenant authorizes Landlord to sign any papers on behalf of Tenant which are necessary to confirm the terms of this Paragraph. These are additional waivers of Tenant's rights.

# 21. RELEASE OF LANDLORD.

Landlord is not responsible and Tenant expressly waives all claims against Landlord for any damage, loss or injury, sustained by Tenant or Tenant's guests which result from any of Tenant's or guests of Tenant's acts or failures to act. This includes theft, burglary and robbery.

#### 22. **NOTICE TO TENANT.**

THIS LEASE CONTAINS WAIVERS OF CONSUMER RIGHTS. TENANT WAIVES CERTAIN RIGHTS BY SIGNING THIS LEASE.

#### 23. NO JURY TRIAL.

Landlord and Tenant waive and give up any right to any jury trial for any claim or matter concerning this Lease or the Leased Unit.

#### 24. BANKRUPTCY.

If Tenant files a petition in bankruptcy, rent and charges will be prorated for the month in which the bankruptcy petition is filed. The rent for the remainder of that month (prorated) is due and payable within two (2) days after the filing of the petition in bankruptcy. This paragraph does not change any other rights or obligations of Tenant.

# 25. INCORRECT INFORMATION IN APPLICATION.

If Tenant provided incorrect information in the Application, it is a breach of this Lease. Landlord may end this Lease and/or sue Tenant for possession and/or any losses or money damages if the Application contained incorrect information.

# 26. **JOINT AND SEVERAL**.

Each person who signs or co-signs this Lease is mutually and individually responsible to do what is stated in the Lease, including paying rent. (So if one tenant does not pay his share - Landlord is still entitled to the FULL rent from any and all tenants and co-signors mutually or individually.)

# 27. NOTICE TO CO-SIGNERS/GUARANTORS.

Landlord has the right but not the obligation to contact any co-signer/guarantor and/or to provide notice to any co-signer/guarantor of any breach of this Lease by Tenant.

#### 28. **ADDITIONAL RENT.**

All payments due under this Lease are either rent (paragraph 3) or additional rent.

# 29. ADDITIONAL TERMS AND CONDITIONS.

The Rules and Regulations which are attached are part of this Lease. Violation of any of the "Rules and Regulations" is a breach of this Lease.

#### 30. **SEPARABILITY.**

invalio	d, the remainder of this Lease will remain in effect.
	RIDERS. The following Riders are attached to and made a part of this Lease:  NONE
writing agreeme	LEASE CHANGES. The terms and conditions of this Lease may only be changed if ir g and signed by both Landlord and Tenant. No oral changes or ents are permitted.
TENANT [JOINT	(S): AND SEVERAL]
Print: Phone:	
Print: Phone:	
Print: Phone:	
LANDLO	<u>RD</u> :
Ву:	 Date

If one or more of the paragraphs of this Lease are determined to be

Date

Manager/Agent

# Co-signer

We have read the entire Lease, together with any Addenda, Riders and Rules and Regulations. We understand the documents and agree to all terms. We understand that we are Co-Signers/Guarantors to this Lease between Landlord and Tenants at and that co-signers/guarantors have the following obligations:

 $\mbox{\sc Co-signers/guarantors}$  are responsible for payment of all rent and other charges under the Lease.

Co-signers/guarantors are responsible for Tenant's compliance with the terms and conditions of the Lease.

Co-signers/guarantors are responsible for damages caused by Tenant's breach of any terms and conditions of the Lease.

Co-signers/guarantors agree that Landlord has the right to enforce this Lease by suing Tenant(s) or the co-signers/guarantors or both in any order that Landlord chooses.

Co-signer/guarantors agree that service of any complaint against co-signer/guarantor to enforce the terms of this Lease may be made at the Leased Unit.

We understand that co-signers/guarantors are not residents of the Leased Unit.

LANDLORD HAS THE RIGHT BUT NOT THE OBLIGATION TO SEND ALL NOTICES TO THE CO-SIGNER(S)/GUARANTOR(S) AT THE LEASED UNIT. NOTICE TO CO-SIGNER/GUARANTORS IS WAIVED.

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

[JOINT AND SEVERAL]

Sign: _		
Print:	 	 
Phone: _		
Email:		
Date:		

#### Co-signer

We have read the entire Lease, together with any Addenda, Riders and Rules and Regulations. We understand the documents and agree to all terms. We understand that we are Co-Signers/Guarantors to this Lease between Landlord and Tenants and that co-signers/guarantors have the following obligations:

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Co-signers/guarantors are responsible for Tenant's compliance with the terms and conditions of the Lease.

Co-signers/guarantors are responsible for damages caused by Tenant's breach of any terms and conditions of the Lease.

Co-signers/guarantors agree that Landlord has the right to enforce this Lease by suing Tenant(s) or the co-signers/guarantors or both in any order that Landlord chooses.

Co-signer/guarantors agree that service of any complaint against co-signer/guarantor to enforce the terms of this Lease may be made at the Leased Unit.

We understand that co-signers/guarantors are not residents of the Leased Unit.

LANDLORD HAS THE RIGHT BUT NOT THE OBLIGATION TO SEND ALL NOTICES TO THE CO-SIGNER(S)/GUARANTOR(S) AT THE LEASED UNIT. NOTICE TO CO-SIGNER/GUARANTORS IS WAIVED.

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

[JOINT AND SEVERAL]

Sign:		
- · ·		
Print:	 	
Phone: _		
Email: Date:		

#### Co-signer

We have read the entire Lease, together with any Addenda, Riders and Rules and Regulations. We understand the documents and agree to all terms. We understand that we are Co-Signers/Guarantors to this Lease between Landlord and Tenants and that co-signers/guarantors have the following obligations:

Co-signers/guarantors are responsible for payment of all rent and other charges under the Lease.

Co-signers/guarantors are responsible for Tenant's compliance with the terms and conditions of the Lease.

Co-signers/guarantors are responsible for damages caused by Tenant's breach of any terms and conditions of the Lease.

Co-signers/guarantors agree that Landlord has the right to enforce this Lease by suing Tenant(s) or the co-signers/guarantors or both in any order that Landlord chooses.

Co-signer/guarantors agree that service of any complaint against co-signer/guarantor to enforce the terms of this Lease may be made at the Leased Unit.

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

[JOINT AND SEVERAL]

Sign:		
- · ·		
Print:	 	
Phone: _		
Email: Date:		