

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT CAREFULLY. MAKE SURE YOU UNDERSTAND EVERY PROVISION AND THAT ALL TERMS AND CONDITIONS ARE AGREED UPON BEFORE SIGNING. THIS IS A LEGAL BINDING AGREEMENT.

AGREEMENT OF LEASE

LEASE BEGINNING: _____ **LEASE ENDING:** _____

BY AND BETWEEN: _____
(Hereinafter Landlord) and (hereinafter Tenant)

WITNESSETH: The Landlord, for and in considerations of the rents and covenants hereinafter mentioned and served leased said Tenant the property known as _____, PA _____, described as a three bedroom townhouse (hereinafter premises). For the term of one (1) year to be used as a residence only, at the rate of _____ per month payable as specified in paragraph one (1) there under:

1. **RENT:** Tenant agrees to pay punctually (on time) the amount of \$ _____ per month in advance, which shall be due on the 1st day of each month. All rents received by the Landlord after the 5th day of each month when due will be subject to a late payment charge of ten percent (10%) of the monthly rent or \$5.00 a day whichever is higher, which is intended as penalty for late payment. Tenant agrees that in additions to the remedies of Landlord provided by this Lease, Landlord can recover said late fees by filing a Landlord/Tenant Complaint or Civil Suit at any time after they are due and/or meet Landlord's option, can deduct such late payment charges from the security deposit held by Landlord. If the rent has not been received by Landlord after the tenth (10th) day of the month when due, the whole rent for the entire term shall fall due and be collectible at once. See Paragraph #3.
2. **SECURITY DEPOSIT:** Tenant herewith deposits with Landlord the sum of \$ _____ the receipt whereof is hereby acknowledged, the same to be held by Landlord as security for the full and faithful performance and observance by Tenant of all the terms, covenants, and conditions herein that said deposit may, at the option of Landlord, be retained by Landlord as liquidated damages. Landlord may recover actual damages for breaches of any provision of the Agreement. Tenant may not use the security deposit as the final monthly rent. If Tenant fails to notify Landlord of intentions to vacate Premises in written form, the security deposit will be forfeited as liquidated damages. No security deposit will be returned until the keys to property have been returned to Landlord. Landlord will have thirty days to return the security deposit to Tenant after Tenant has returned the keys to the Landlord. Tenant will be responsible for thoroughly cleaning the entire Premises, including mowing lawn and snow removal, if Tenant is responsible, stove, refrigerator, and professionally shampoo carpets upon vacating the Premises. Failure by Tenant to thoroughly clean the Premises as outlined will result in forfeiture of some or all of security deposit. Tenant may request a "Move-out Inspection" with Landlord upon vacancy of the property.
3. **ALL NOTICES:** and including all of the provisions pertaining to notice to be given by the Landlord to the Tenant including notice to quit as set forth in the Landlord – Tenant Act as amended April 6, 1951 and which may be waived and hereby waived by the Tenant, All notices required under this agreement shall be in writing and shall be served on the Tenant by mailing same to the address specified herein or by posting, or personal service of the same. All notices required to be served upon the Landlord shall be mailed to 940 Hershey Rd., Elizabethtown, PA 17022. Any notice served upon a Resident Manager by the Tenant shall be ineffective, and shall

not be considered notice to the Landlord. Any notice upon Tenant shall be mailed or served at the lease Premises unless Tenant specifies address in writing to Landlord/Tenant. Action can and will be filed at any time thereafter with no further notification to the Tenant. This action will be to recover the rent and the Premises. By signing this lease you give up the right to notice to fail to pay rent in full when due.

4. **RENEWAL:** at the end of the term specified in the lease, this agreement at option of the Landlord, shall be renewed for a period of one (1) month thereafter upon the same terms and conditions as herein contained (except as otherwise specified in this clause), etc. from month to month and until either party gives the other party a written thirty (30) day notice. Tenant agrees to give thirty (30) days written notice of his intent to vacate the Premises and agrees to pay rent through the end of the month in which the thirty (30) days written notice was given. A full calendar months notice is required. A written notice is to be given to Tenant informing him/her of any change in rent amount, utilities or rules and regulations as set forth in this agreement.
5. **UTILITIES:** Tenant will pay for: cable, phone, electric, trash, water, sewer and gas. Landlord will pay for: none. Used upon the Premises if metered separately to the best of our knowledge. Failure by the Tenant to have utilities in their name or to keep payments current, will be considered default and if not received after a five (5) day written notice, Landlord may take legal action to recover monies and possession with no further notice and will proceed as if rent had not been paid. "Proof of payment" of utility bills shall be provided by Tenant to Landlord within fifteen (15) days, of the termination of this agreement or within fifteen (15) days of Tenant vacating the Premises, whichever is shorter. Upon failure of Tenant to pay within fifteen (15) days, any charges for utility service to the Premises, the Landlord may at Landlord's option, charge the amount to Tenant as extra rent, recoverable in like manner as regular rent, or deducted from the security amount to Tenant as extra rent, recoverable in like manner as regular rent, or deducted from the security deposit if available. If Tenant is to be responsible for any utility not listed at the time of lease signing, Tenant will become responsible for the utility upon receipt of thirty (30) day notice from Landlord.
6. **SMOKE DETECTORS:** Tenant acknowledges that there are _____ smoke detectors in the Premises. The Landlord is responsible for providing the Tenant with smoke detectors. Tenant is responsible for the maintenance and care of the detectors. It is also Tenant's responsibility to notify the agent if the smoke detector is not working properly. If Tenant fails to notify Landlord, a fine could result by the city or municipality, which Tenant will be responsible for maintenance billings if the smoke detector only has a defective battery, which has a minimum \$2.00 charge.

Please sign that you have read and understand the above.

Tenant: _____ **Tenant:** _____

7. **REPAIR:** Upon expiration of this lease, the Premises are to be surrendered in as good condition as it now is, reasonable wear and tear is accepted and will be judged by the Landlord. Tenant agrees to thoroughly clean the Premises before vacating, including shampooing the carpet, and cleaning the appliances and fixtures. Tenant will pay for painting if occupying the Premises for any time less than twelve (12) months, no wear and tear accepted. Tenant agrees to pay for any damage to Premises, fixtures, during the term of this lease, damages occur beyond normal wear and tear, Tenant hereby authorizes Landlord to make repairs at Tenants expense, which shall be payable as additional rent, and due within ten (10) days of submission of the bill to Tenant.
8. **INSPECTION:** Landlord hereby reserves the right to enter upon the Premises at any time for the purpose of (A) showing the Premises to prospective purchasers or renter; (B) making repairs; (C) Inspection for compliance's with the conditions and covenants of this lease; and (D) appraisals, insurance, inspections and local codes inspections.
9. **DEFAULT:** The following shall constitute as default of Tenant:

- A. Non-payment of rent when due – No notice required
 - B. Failure to perform any duty or obligation by this lease not cured during a period of five (5) days after written notice thereof has been given by Landlord to Tenant, or a repeat of the same or similar failure within one (1) year.
10. **REMEDIES OF LANDLORD:** In the event of default by Tenant as herein before provided, *Tenant* waives the requirement of any notice to quit, and in the event of non-payment of rent, waives any demand for the rent due, shall at the option of the Landlord be available to the Landlord.
- A. Landlord may pursue any other remedies available under the law to regain possession of the Premises for rent in arrears or for breach of any provision of the lease including but not limited to institution of action or actions before a District Magistrate or Common Pleas Court.
 - B. The remedies described herein are cumulative and shall be in addition to and not limit any other remedies at law or in equity available to Landlord.
 - C. Attorney's fees. Tenant hereby agrees that if Tenant defaults on any of the covenants herein and as a result Landlord initiates an action before a District Magistrate or in the Court of Common Pleas, Tenant, in addition to any and all other liability there under, shall be responsible for the reasonable attorney's fees of Landlord in prosecuting said action. Reasonable Attorney's fees shall be in the amount of \$150.00 for each action before a district magistrate, \$500.00 for any action before a Board of Arbitrators and \$800.00 for any action before the court of Common Pleas. If Landlord chooses to represent himself, the Tenant will still be responsible for reasonable fees of \$55.00 an hour.
11. **NON-WAIVER:** The failure of Landlord to insist in any one of more insistence upon a strict performance of any covenant of this lease or to exercise any right herein contained shall not be construed as a waiver for the future of such covenant or right, but the same shall continue in full force and effect unless the contrary is expressed in writing by Landlord. This lease can only be changed in writing.
12. **LIABILITY:** In the event more than one person shall be Tenant there under, the liability of each shall be joint and several. In the event more than one person be Tenant there under, notice given by Landlord to any one, shall be notice to all.
13. **HEIR AND ASSIGNS:** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, and assigns of said parties.
14. **TENANT AGREES** to pay all utilities on the leased Premises as of the date of this lease, or unless otherwise noted.
15. **ALL ITEMS** and personal belonging left by Tenant after vacating said Premises shall become the property of Landlord two (2) days thereafter, and considered abandoned, with no further recourse or litigation on the part of the Landlord, and rent shall continue during that period of time.
16. **CITY/TOWN ORDINANCES:** The City/Town has several ordinances, which may apply to Tenant, affecting Tenant lifestyle, and may cause Tenant to be responsible for fines if Tenant is not conducting himself in a manner befitting the ordinance.
- A. No more than three (3) unrelated persons might dwell in a rental unit. Any Tenant who violates this clause will be issued thirty (30) day written notice to vacate the property or correct the situation.
 - B. No person may have any drug related paraphernalia on the Premises. Any Tenant found having narcotics or related paraphernalia on the Premises will be required to vacate the property with a five (5) day written notice. If the police department informs agent of drug related problems, Tenant will be issued five (5) day written notice to vacate the property.

- C. No Tenant may place trash or bulky items on the property unless it is the regularly scheduled trash pick-up day, or unless Tenant has called for special large item pickup by the trash hauler. If agent receives notice from Department of public works, the Health Bureau, or any other City/Town organization concerning trash, Tenant will be given three (3) days to remedy the situation. Failure by Tenant to correct any situation that involves trash will result in Tenant being fined (up to \$600.00) by the City/Town for any infraction against this ordinance. Or if Landlord is fined, fine will be charged to Tenant and Tenant will be responsible to pay within ten (10) days.
- D. Tenant shall pay, in full, any fines placed upon Landlord due to infraction by tenant, within (5) days.

Tenant certifies that he/she has read and understands the above City/Town ordinances:

Tenant: _____ **Tenant:** _____

- 17. **RETURNED CHECK:** Tenant agrees there will be a \$50.00 charge for any check returned by the bank. Late charges may apply if check is not covered by the fifth (5th) or the month it is due. If the bank returns two (2) checks, agent will not accept check, as method of payment for rental and Tenant will be required to remit rental payments in cash or money order or bank check.
- 18. **SECURITY DEPOSIT AGREEMENT:** Tenant hereby agrees that the security deposit is being retained in the amount equal to one (1) month of rent, to be used in the event of damages to the property and/or any outstanding rent or rental charges remaining on the account after vacating the Premises. Tenant acknowledges that the security deposit cannot be used as the final month rent, to pay for returned check charges, late fees or any other fee that does not qualify as damages. Tenant realized that to have the security deposit returned after vacating the Premises, Tenant must fulfill the one-year lease agreement, notify our office in writing thirty (30) days prior to vacating, clean the premise thoroughly, including any provided appliances, remit final months rent, and return the keys to our office and provide Landlord with the forwarding address. Tenant also acknowledges that Landlord may retain the security deposit up to thirty (30) days after vacating the Premises as permitted by law. If Tenant fails to remit payment for final utility billings, the security deposit will be retained until proof of payment is secured in our office. If this agreement is not followed as stated and is violated in any way, Tenant agrees to forfeit said security deposit.
- 19. **SECURITY DEPOSITS** will be deposited in a separate account at Union National Bank or any other banking institution chosen by Landlord. Tenant acknowledges receipt notice of such.

I have read and understand the above statement.

Tenant: _____ **Tenant:** _____

- 20. **RULES AND REGULATIONS:** Tenant acknowledges that the enforcement of the following rules and regulations is necessary to insure the good appearance of the Landlord's real estate and the comfort, enjoyment and well being of all its occupants and specifically acknowledge that failure to abide by said rules and regulations shall constitute a default under the terms of this lease as set forth in paragraph "9" hereof. Tenant agrees that they are responsible to make sure that all members of his/her family, guests and invites comply with all conditions, covenants, obligations, rules and regulations of this lease.
 - A. **Cleanliness:** Tenant shall keep the Premises leased by them in a good state of preservation and cleanliness.
 - B. **Nails:** Tenant shall not drive nails into woodwork or wall of said Premises, or allow the same to be done, use only standard picture hangers for hanging pictures, mirrors, and the like. Damage resulting from picture hanging is not considered normal wear or tear. Do not put nails, screws, etc., into the ceiling. Use only pushpins or thumb tacks for posters.

- C. **Plumbing:** No rags, sweepings, napkins, paper towels, sanitary products, condoms, paint, plaster, ashes, or any other improper articles shall be thrown into the plumbing fixture, nor any harmful cleaning materials be used. The cost of any damage resulting to appliances or other plumbing equipment from misuse shall be borne by Tenant. If plumbing becomes clogged after one (1) month of occupancy, cost of opening plumbing will be the responsibility of the current Tenant. Tenant will be responsible for plumbing cost if plumber opens sewer lines and removes sanitary napkins, wash clothes, excessive hair, children's toys, etc. Only human waste, toilet paper and water belong in the toilets.
- D. **Toilet Covers:** Tenant shall not place or allow to be placed toilet tank covers, etc., which may interfere with the proper workings of the toilet resulting in constantly running toilets, etc. If Tenant is found to have a toilet tank cover and fails to remove it, Tenant will be responsible for any and all plumbing cost for use of excessive water if the covering cause the toilet to constantly run.
- E. **Water Leaks:** Tenant will be required to inform agent of any and all leaks, constantly running toilet or any other plumbing malfunction which may cause the water usage to be excessively high. Failure by Tenant to inform agent immediately of any problem could result in Tenant being made responsible for the water/sewer billing.
- F. **Light Bulbs:** Tenant must furnish his own light bulbs, both inside and outside door lights.
- G. **Floors:** On kitchen floors use mild detergent with hot soapy water. Use a sponge to scrub. Clean mop with cold water to rinse. If Tenant wishes to shine the flooring, use floor finish. Please do not use wax or ammonia on the flooring. If damage to the flooring from use of ammonia and waxes and acrylics, Tenant will be responsible for payment of these damages.
- H. **Pets:** Tenant will not keep any pets on any part of the Premises without Landlord's written permission. If a pet is found on any part of the leased Premises without written agreement with Landlord, the Tenant will be asked to quit and vacate within (5) days or remove the pet. If permission is given, Tenant must sign a "Pet Addendum to Residential Lease".
- I. **Keys:** Two door keys, none vestibule keys, two mailbox keys, none laundry keys, none basement keys are provided for each leased Premises. Upon termination of tenancy, unless all keys are returned to Landlord, a charge of \$80.00 per lock will be made. A charge of \$45.00 from 8:30 am to 5:30 pm Monday through Friday, \$75.00 on weekend and holidays will be made should a Tenant require admission to said Premises as a result of lost or misplaced keys. Availability of agent is not guaranteed. A fifty-dollar (\$50.00) charge shall be assessed of any Tenant requesting a lock change. Failure by Tenant to return all keys and copies of keys will result in the security deposit being forfeited or a charge of \$80.00 for each door with a lock will be charged to Tenant so that agent may change the locks on the Premises.
- J. **Grills:** Charcoal grills and other outdoor cooking equipments shall be used outside only and away from the house. If in a condo any rules prohibit use, condo rules take precedence.
- K. **Noise:** Tenant(s) members of his/her family, his/her visitor, and servants shall not at any time make any noise, do anything or conduct themselves in any way which disturbs any other Tenant(s) or interfere with the rights, comforts, or conveniences of any other Tenant(s) or other neighbors. Musical or sound reproducing instruments or singing within the Premises shall be inaudible either outside or inside the Premises between 11:00 pm each night and 8:00 am the following morning. No noise is ever to be made that disturbs the other Tenants or neighbors. If this rule is not followed, Tenant will quit and vacate the Premises upon request by Management, with no more than five (5) days written notice.
- L. **Signs/Window Coverings:** No Tenant shall place or permit to be placed any sign, advertising matter, or any roof aerial, or other structure in any window of the leased Premises or elsewhere in or upon the Landlord's property. No Tenant shall place or permit to be placed any awning in or at any window of the Premises. All windows are to be properly draped or curtained within two (2) weeks after move in. All hardware used in hanging drapes, curtains or blinds becomes a permanent fixture of the Premises.

- M. **Guest of Tenant:** staying for more than seven (7) days shall be deemed permanent occupants, and this shall be considered a violation of the lease and will be required to quit and vacate the dwelling within five (5) days after received notice to do so, and a charge of \$25.00 per person per day will be assessed for additional wear and tear.
- N. **Fiberglass Tubs/showers:** are to be cleaned with a liquid detergent, not with a harsh cleaner and are to be cleaned regularly.
- O. **All Vehicles:** on the Premises must be licensed, inspected and operable. All others will be towed away at the Tenants expense. On-site car maintenance and repairs are prohibited without written permission. Motorcycles must be kept in parking lots or garages. If found in the building, the Tenant will be in violation of the lease, and asked to quit and vacate. Only two licensed vehicle(s) allowed per unit, parking for other vehicles will have to be provided for by Tenant. Boats, motor-homes campers and trucks, other than pick-up trucks will not be allowed without written permission.
- P. **All Personal Property:** is to be kept inside the dwelling unit, including children's toys. Exterior of the property is to be kept in neat and clean condition.
- Q. **Trash:** Where trash containers or dumpsters are provided, individual garbage cans are prohibited. All Tenants must recycle. All units in the Premises are to have a recycling bucket, which is provided. If there is no recycling bucket, it is Tenant's responsibility to contact a municipality to replace the bucket. Tenants who do not recycle will be cited and fined by the municipality. Outside the municipality, contact your waste provider for a container.
- R. **Lawn Care/Snow Removal:** Tenant **is / is not** responsible for lawn care. Tenant **is / is not** responsible for snow removal.
- S. **Appliances:** Any appliances are the responsibility of the Tenant unless otherwise specified, but shall remain property of the Landlord. Appliances located at the unit: Stove, Fridge and Dishwasher. If appliances are not listed as present in the property, Tenant will be responsible for placing at least a stove and refrigerator in the Premises. Tenant provided place a washer/dryer in the Premises. If Tenant may not and is found to have a washer on the Premises, Tenant will be responsible for water and sewer cost and will be required to remove the washer from the Premises with a five (5) day written notice. Failure by Tenant to correct this situation or pay for water/sewer costs will result in Agent beginning the eviction process.
- T. **Fire or Other Damage:** Landlord shall not be liable for loss or damage by reason of fire or other casualty, including water damage with respect to the property of the Tenant on or in the Premises. Tenant shall be held responsible for insuring his or her own property.
- U. **Insurance:** Landlord will carry hazard insurance on the building and liability covering Landlord. Tenant is responsible and shall insure Tenant for liability and insure Tenants personal property.
- V. **Waterbeds:** No waterbeds are permitted without written permission of Landlord. Renters insurance, which has a clause for waterbed to cover any damage to the leased Premises, must be purchased, and a copy of the policy must be given to our office with proof of payment.
- W. **Health Codes/Ordinances:** Tenant is responsible for complying with Local Health Codes and Ordinances. If Tenant is found in violation of a health code or ordinance, it will be the responsibility of Tenant to pay all cost and fines incurred.
- X. **Services Calls:** If Tenant contacts our office with a maintenance service call and does not give a telephone number, there is no guarantee service.
- Y. **Pest Control:** Any Tenant in a single-family dwelling will be responsible for the treatment and/or extermination of roaches, insects, mice, etc. Any Tenant in an apartment house dwelling will be responsible for keeping the Premises clean and free of grease, trash, debris, etc. or any other roach attracting substances. If excessive roaches are found to be cause by any one Tenant, Tenant will be responsible for the extermination of the entire building.
- Z. **If Agent:** had begun eviction proceeding against Tenant two times within the year, agent may ask for unconditional possession, meaning we will ask to be given possession of the property even if the rent is paid in full. If Tenant fails to remit rental monies due.

- AA. **All Improvements:** to the Premises shall become the property of Landlord without claim by Tenant for possession, compensations or otherwise unless agrees to in writing prior to installation. No modifications without prior written authorization from Landlord. This shall include painting and stenciling.
- BB. **Use of Property:** Premise is being rented a residence, no business activities, to include babysitting.
- CC. **Homeowners Association:** Tenant shall agree to comply with all Homeowner's Association Agreements relating to premise.
- DD. **Oil Tank:** Should heat source be oil, Tenant understands that amount of oil in tank will be measured at time of move in; Tenant must have the same amount of oil in tank at time of vacating.
- EE. **Candles:** Tenant is responsible for any damage caused from burning candles.
- FF. **Kerosene Heaters:** Tenant cannot use any type of kerosene heaters.

21. Representation of Tenant:

- A. Other Occupants: _____
- B. Social Security Numbers: _____
- C. Emergency Contact: _____
- D. Home Phone Number: _____
- E. Work Phone Number: _____

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT CAREFULLY. MAKE SURE YOU UNDERSTAND EVERY PROVISION AND THAT ALL TERMS AND CONDITIONS ARE AGREED UPON BEFORE SIGNING. THIS DOCUMENT IS A LEGAL BINDING AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first mentioned above.

Landlord/Owner, Ali Boutorabi: _____

Tenant: _____ **Tenant:** _____