

**RESIDENTIAL LEASE  
Plain Language Lease**

**THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE, THAT IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.**

**1. NAMES OF LANDLORD AND TENANT(S)**

- a) Name of Landlord STEPHEN SOKOLOWSKI Phone No. \_\_\_\_\_
- b) Address to send rent payments NONE
- c) Name of Tenant(s): HENRY SOKOLOWSKI

**2. LEASED PROPERTY**

- a) The Leased Property is the location Landlord agrees to rent to Tenant. The words "Leased Property" or "Premises" refer to the type of residence checked below:  
  
 Apartment,  Condominium,  Single Home,  Townhouse,  Other
- b) The exact address ("Premises" or "Leased Property") is: 2010 BUTTERNUT DRIVE, HUNTINGDON VALLEY, PA 19006
- c) The following items are part of the Leased property:  
NONE

**3. STARTING/ENDING DATES OF LEASE**

- a) This Lease begins at DAY OF EXECUTION OF THIS AGREEMENT.
- b) This Lease ends on MAY 23, 2022 at 11:59 p.m.

**4. MONEY OWED AT MOVE IN**

	<b>DUE</b>	<b>PAID</b>
First Month Rent	\$ <u>1</u>	\$ <u>1</u>
Security Deposit	\$ _____	\$ _____
Pet Security Deposit	\$ _____	\$ _____
Additional Deposit	\$ _____	\$ _____
Total Balance Due before possession		\$ <u>0</u>

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5. **RENT**

- a) The rental amount each month is \$ 0 and is due by the first (1st) day of each month.
- b) The total rental amount for the term of the Lease is \$0.
- c) Rent is considered late if postmarked after the fifth (5th) day of each month.
- d) A court action to remove Tenant may begin on the 6th day of the month. All court costs are paid by Tenant.

6. **DISCOUNT FOR PROMPT PAYMENTS OF RENT**

- a) Rent payment received by Landlord in full by the fifth (5th) of each month is given a discount of \$ 0. This discount means the rent is reduced for that month to \$ 0.
- b) This discount does not apply unless all rent for previous months and other charges are paid in full.

7. **ORDER IN WHICH RENT PAYMENT IS APPLIED**

Rent received is first applied to money due from the past in the following order:

- |                              |                        |            |
|------------------------------|------------------------|------------|
| 1. Discount Charges          | 4. Other Fees Not Paid | 7. Damages |
| 2. Tenant Owed Utility Bills | 5. Past Due Rent       |            |
| 3. Legal and Court Costs     | 6. Current Rent        |            |

8. **NUMBER OF OCCUPANTS**

- a) The most people allowed to live in the Leased property are 1.
- b) Names of all occupants not signing this Lease.  
\_\_\_\_\_.
- c) If any unauthorized occupant(s) is found living in the Leased property, Landlord can:
  - 1. End this Lease with thirty (30) days written notice.
  - 2. Require Tenant to pay seventy five dollars (\$75.00) per month for each unauthorized occupant(s).
  - 3. Require Tenant to pay for all damages caused by unauthorized occupant(s).

**9. UTILITY SERVICES**

(a) Landlord and Tenant agree to pay for the utilities and services listed below:

	<b>LANDLORD PAYS</b>	<b>TENANT PAYS</b>
Cable Television	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Condominium Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heater Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HomeLandlords Assoc. Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lawn and Shrubbery Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintenance Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parking Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Snow Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Collection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

(b) The property is currently serviced by the following providers:

Water: \_\_\_\_\_  
 Sewage: \_\_\_\_\_  
 Electricity: \_\_\_\_\_  
 Natural Gas: \_\_\_\_\_  
 Cable/TV/Internet: \_\_\_\_\_

(c) The Tenant is responsible for contacting the utility providers, or the providers of his or her choice that will service the Property, to arrange for billing and service to the Leased Premises. Failure to pay utility bills when due shall constitute a material default of this Lease and grounds for eviction.

**10. APPLIANCES**

- a) Landlord provides Tenant with all appliances including but not limited to those so noted below. All appliances are provided for the convenience of the Tenant.
- b) Tenant must advise Landlord, in writing, of any problems with these appliances within the first fifteen (15) days of Tenant's Lease. After this initial fifteen (15) day period, all appliances will be considered in good working order.
- c) Tenant understands and agrees that Tenant will be responsible to pay for the first fifty dollars (\$50.00) of all repairs.
- d) Tenant shall return all appliances to Landlord in good working order at the end of the Lease term.

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- e) Tenant will not be responsible for normal wear and tear to appliances.
- f) Landlord has supplied Tenant with the following checked appliances:
 

<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Range	<input type="checkbox"/> Other
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Other
<input type="checkbox"/> Disposal	<input type="checkbox"/> Washer	<input type="checkbox"/> Other
<input type="checkbox"/> Dryer	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

11. **INSPECTION**

- a) Tenant agrees to give Landlord a signed inspection sheet when signing this Lease.
- b) If the Inspection Sheet is not returned within ten (10) days, Tenant agrees the Leased property is in satisfactory condition.
- c) When this Lease ends, Tenant is responsible for all items needing repair but not listed on the inspection sheet.

12. **CHANGES TO THE LEASED PROPERTY**

- a) Tenant agrees not to change or redecorate the Leased property without Landlord's written permission, including but not limited to:
  - 1) painting of walls any color other than the existing wall color when this Lease is signed;
  - 2) installing any wall covering material, including borders;
  - 3) installation of ceiling fans, or any other objects which requires the drilling of holes in the floors, walls, doors and ceilings.
- b) Landlord approved changes made to the Leased property belong to the Landlord, unless otherwise agreed to in writing.

13. **INSURANCE**

- a) Landlord agrees to carry fire and liability insurance on the building. Tenant's personal property **is not insured** under Landlord's insurance policy.
- b) Landlord requires that Tenant carry fire and liability insurance to protect Tenant, Tenant's personal property, and his guests. Tenant agrees to list Landlord as additional insured on any policy Tenant purchases.
- c) If there is any loss of property by fire, theft, burglary or any other means, Tenant agrees to relieve Landlord from all responsibility. Tenant agrees to pay for this loss or any claims field.

14. **LANDLORD NOT RESPONSIBLE FOR TENANT'S PROPERTY AND TENANT'S GUESTS INJURY**

- a) Landlord is not responsible for loss, theft, or damage to property of Tenant or Tenant's property.
- b) All belongings left by Tenant at the end of the Lease term, abandonment or Tenant's loss of possession, become Landlords property to remove or keep as abandoned property. The cost of disposal is charged to Tenant.
- c) Landlord is not responsible for any liability or injury to any person including Tenant and Tenant's guests while at the Leased property.

15. **BAD CHECKS**

Tenant agrees to pay a fee of fifty dollars (\$50.00) for any check that is not honored by the bank. Landlord reserves the right to require future rent payments in the form of a money order, certified or cashiers check.

16. **REPORTING OF PAST RENT OWED**

Tenant is aware that Landlord may report any past rent, damages, utilities or other costs owed by Tenant to a credit reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or future housing.

17. **ADDITIONAL SIGNERS TO THE LEASE**

- a) All signers of this Lease are responsible for all financial obligations. This includes but is not limited to rent, late fees, damages, and other costs over the security deposit.

18. **CARE AND USE OF THE LEASED PROPERTY**

- a) Primary Residence: Tenant agrees to use and the Leased property as a private residence only and for Tenant and authorized occupants only.
- b) Use of Leased Property: Tenant agrees not to use the Leased property for any unlawful or hazardous purposes. Tenant needs written permission from Landlord before using the Leased property for any business or profession.
- c) Obey all laws: Tenant agrees to obey government housing regulations, local and state laws, condominium and home Landlord association rules as they apply to Tenants.
- d) Keep safe and clean: Tenant agrees to keep the Lease property safe against fire, and water damage. Tenant agrees to remove trash, garbage, and other waste in a safe and prompt manner.
- e) Heating sources: Tenant agrees not to use any other heating source than the

one provided in the Leased property. Tenant will keep temperature at sixty (60) degrees or above at all times.

**19. TENANT'S RESPONSIBILITIES**

- a) No Noise: Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors.
- b) Payment of Utilities: Tenant agrees to pay on time all utility bills for which Tenant is responsible. These utility services are listed under Section 9, Utility Services. Failure of the Tenant to pay utility bills with any service provider for the Premises shall be a material default of this Lease Agreement and can be the basis for eviction proceedings.
- c) Pests: Tenant agrees that the Leased property is free of insects, rodents, and pests within fifteen (15) days of moving in. Tenant agrees to pay for a pest control service if needed after these first fifteen (15) days.
- d) Locks: Tenant agrees not to change locks or put additional locks on doors. Landlord may remove any locks put on by Tenant without Landlord's permission. Tenant will pay the cost of the new locks if permitted or the removal of these locks if not permitted.
- e) Phone Numbers: Tenant agrees to provide Landlord with current home and work phone numbers and will tell Landlord of any changes in these numbers.
- f) No Smoking. No smoking is permitted on the Lease property. All use of any tobacco product involving smoking, burning or combustion of tobacco is prohibited in any portion of the Leased property.

**20. LANDLORD'S RESPONSIBILITIES**

- a) Government Regulations: Landlord agrees to keep the Leased property and common areas as required by law or government regulation.
- b) Good Repair: Landlord agrees to keep in working order the main electrical, main plumbing, roof, heating and air conditioning systems. Tenant will advise Landlord in writing if any of these or any other items are not in working order. Landlord is not responsible for damage caused by Tenant's negligence or intentional acts.

**21. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY**

- a) Tenant agrees to permit Landlord to place a sign for sale, rent or information on or near the Property.
- b) Landlord or a person chosen by Landlord has the right to inspect, make repairs or show the Leased property to others for Lease or sale. Landlord agrees to give Tenant reasonable notice of the visit. Landlord may also put a Lock Box on the

property for the purpose of Lease or sale.

- c) Tenant gives Landlord permission to use his own key to enter the property if Tenant is unavailable or uncooperative and reasonable notice was given.
- d) Landlord or person chosen by Landlord has the right to enter the Leased property without notice for an emergency. If Tenant is not present, Landlord agrees to tell Tenant promptly to explain the visit.

## 22. **DAMAGE TO LEASED PROPERTY**

- a) If a fire or other mishap caused by Tenant or Tenant's guest damages the Lease property, Tenant may continue to occupy the livable part. This must be permitted by local codes and law. If Tenant remains, the rent is paid according to the percentage of the amount of area that is livable until the damage is repaired.
- b) If Tenant decides not to stay or occupancy is not permitted, this Lease will end immediately. Landlord will collect money due by Tenant, then return the security deposit plus rent paid in advance for the period after the fire or mishap. Once the Lease has ended, Landlord is not responsible for finding replacement housing for Tenant.
- c) Tenant agrees to allow Landlord or Landlord's representative to enter the Leased Property whenever necessary to repair damage caused by fire or other mishap.
- d) Any fire or other mishap caused by Tenant, or their guests, is Tenant's full responsibility. This includes the payment of rent and all other terms and conditions of this Lease.
- e) Tenant is responsible for damage caused by windows being left open. **Any windows and screens broken or doors damaged by anyone are Tenant's responsibility.**
- f) Tenant agrees not to hold Landlord responsible for damage or injury caused by water, snow, or ice that comes on the property.

## 23. **REPAIRS**

- a) Tenant agrees to immediately tell Landlord in writing of any dangerous or defective condition on the Property and in the Leased Premises. If Tenant fails to do so, Tenant is responsible for all injury or mishap caused by dangerous conditions.
- b) Tenant agrees to pay the total cost of any repair that is above normal wear and tear and caused by Tenant or Tenant's guests. Landlord is not responsible to repair damage caused by Tenant or Tenant's guests. Tenant agrees to pay for these damages.
- c) If these repairs are not completed by Tenant within a reasonable time, Landlord may pay to have the repair completed. Tenant will pay for the repair with the following month's rent payment.

- d) Tenant agrees to pay to open all clogged drains, toilets, sinks, and traps caused by Tenant's actions.
- e) If this Lease is for a single family home, townhouse or condominium, Tenant agrees to change filters on the furnace every three (3) months. If damage is caused because the filters were not changed, Tenant agrees to pay for all expenses to repair furniture including the service call charge.
- f) Landlord is not responsible for any inconvenience or loss that the needed repair might cause.

24. **LEAD BASED PAINT NOTICE**

- a) **The Federal Environmental Protection Agency requires all Landlords who wish to rent property built before 1978 to give Tenant a Lead Based Paint Pamphlet. This pamphlet explains that young children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the physical and mental damages to young children to lead paint and/or lead hazards.**
- b) **Landlord is required to tell Tenant if Landlord has any knowledge of the presence of lead based paint or lead paint hazards in the property. If there is any lead based paint or lead paint in the property, Landlord has provided Tenant with all available records and reports.**
- c) **Tenant acknowledges having read the Lead Based Paint Pamphlet and has received the disclosure form before signing this Lease.**

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Tenant initials

25. **LOST KEYS**

If Tenant loses his keys or is locked out of his unit, his keys must be replaced. If Landlord is called to help Tenant get into the Leased property, tenant will be charged a fee. This fee will be forty (\$40) dollars during business hours and one hundred (\$100) dollars after business hours. If Tenant is locked out after business hours (9:00 a.m. to 5:00 p.m.), Monday through Friday), it is recommended that Tenant contact a locksmith directly. If Tenant uses a locksmith, Tenant must pay locksmith directly and provide Landlord with one (1) new key.

26. **WATERBEDS**

- a) Waterbeds are not allowed unless Landlord agrees in writing.
- b) If allowed, Tenant must sign a Waterbed Agreement and show proof of an instance policy naming Landlord as an additional insured or beneficiary.

27. **SMOKE DETECTORS**

- a) If Landlord has supplied smoke detector(s) in the Leased property, Tenant is responsible for smoke detector operation. Tenant agrees to replace batteries "as

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needed.”

- b) Tenant agrees to tell Landlord immediately if any smoke detector(s) fail to work for any reason other than the battery.
- c) Tenant agrees not to disconnect a smoke detector, remove the batteries or allow anyone else to disconnect it. Tenant is responsible for any injuries, damages, or loss suffered because of someone other than Landlord disconnecting a smoke detector for any reason.

## 28. **VEHICLES**

- a) Tenant agrees to park cars, trucks or motorcycles in the parking area only. Tenant agrees to have current registration, license plates and inspection stickers on all vehicles. Any Tenant vehicle found without these requirements causes a five (5) day written notice sent by Landlord asking Tenant to comply. After five (5) days, vehicle is removed and Tenant agrees to pay all towing and expenses.
- b) Tenant agrees not to park or store a motor home, camper, trailer, boat, boat trailer, or other recreational vehicle without the written permission of Landlord.
- c) Repainting, repairing, or servicing of any vehicle is not permitted anywhere on the property.

## 29. **PETS NOT ALLOWED**

Unless otherwise provided under federal, state or local law no animals are allowed, even temporarily, anywhere on the Leased property unless Landlord has so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from Landlord or you will be considered in default of this Lease. If Landlord allows an animal as a pet, you must execute a separate Animal Addendum which may require additional deposits, rents, fees or other charges. Landlord will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate Animal and or Assistance Animal Addendum. Animal deposits, additional rents fees or, other charges will not be required from assistance animal(s) needed due to a disability, including an emotional support or service animal, as authorized under federal, state or local law.

If you or your guests or occupant violate animal restrictions you'll be subject to charges, damages, eviction or other remedies provided in this Lease. If an animal has been in the apartment anytime during your term of occupancy with or without our consent Landlord will charge you for cleaning, deodorizing and shampooing. We may remove an unauthorized animals by following the procedures described in this contract

## 30. **TOGETHER AND INDIVIDUALLY LIABILITY**

If more than one Tenant signs this Lease, each is responsible individually or together for

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making full rent payments. This means that if one Tenant moves out, Landlord can make both Tenants or just one Tenant, responsible to pay the full rent. It also means that Landlord can sue any one Tenant or all Tenants for breaking the Lease.

**31. TENANT MAY NOT TRANSFER OR SUBLEASE**

A sublease is a separate Lease between Tenant and another person who agrees to Lease all or part of the Leased property. Tenant agrees not to transfer, sublease, or allow anyone else to occupy the Leased property without Landlord's written permission. Any new tenant must first meet Landlord's approval before being accepted as a new tenant.

**32. TAKING BY THE GOVERNMENT**

The government has the right to take private land for public use. If all or part of the Property is taken by the government, this Lease ends. Both Landlord and Tenant agree to end the Lease as of the date of the transfer.

**33. NO JURY TRIAL**

**LANDLORD AND TENANT AGREE TO GIVE UP THEIR RIGHT TO A TRIAL BY JURY. THIS IS FOR ANY CIVIL ACTION OR ANY OTHER ACTION BROUGHT BY EITHER LANDLORD OR TENANT AGAINST THE OTHER.**

**34. SALE OF PROPERTY**

- a) If Landlord sells the Property, all security deposits and any interest due are transferred to the new Landlord, Landlord agrees to notify Tenant about the sale and to provide the name and address of the new Landlord.
- b) The new Landlord is responsible to Tenant for return of the security deposit and any interest due after the sale of the property.
- c) Tenant understands that the present Landlord will not have any more responsibilities in this Lease after the property is sold to the new Landlord.

**35. TRUTHFUL APPLICATION**

If Landlord learns that Tenant is not truthful on the rental application, Landlord may end this Lease immediately.

**36. LAWN CARE AND SNOW REMOVAL**

- a) Tenant is responsible for lawn care and snow removal.

Lawn maintenance means:

- 1. Cutting of grass

Snow removal means:

- 1. Shoveling snow from steps, sidewalks & driveway

2. Trimming bushes and hedges
2. Removal and salting of ice and snow
3. Weeding flower beds

- b) If Tenant does not maintain these two areas in a satisfactory condition, Landlord will complete the work. This expense becomes additional rent to Tenant.

### 37. **ILLEGAL ACTIVITY**

At Landlord's option, this Lease will automatically end if Tenant or Tenant's guests are found by anyone storing, using, selling, manufacturing, or distributing illegal drugs or engaging in any criminal activity. This applies to any illegal activity under State, Federal and or local law, including, but not limited to summary, misdemeanor and/or felony offenses.

### 38. **NOTICES**

- a) Landlord agrees to send all notices to Tenant in writing by regular mail, certified mail, or deliver in person. If Tenant is not home, Landlord or Landlord's representative will place the notice on the Leased property in an easy to see location.
- b) Tenant agrees to send all notices to Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.

### 39. **DEATH DURING LEASE**

- a) If Tenant dies during the term of this Lease and is a single person Tenant:
  - 1) Tenant's heirs or the executor of the estate have the right to end this Lease two (2) months after the death of Tenant. Tenant's heirs must give Landlord this two (2) month advance notice of cancellation in writing.
  - 2) Tenant's heirs or the executor of the estate must pay the two (2) months rent.
- b) The Leased property must be free of all furniture, cleaned, and ready for move-in by a new Tenant before Tenant's heirs can give Landlord this written notice of cancellation.
- c) Security Deposit is returned when:
  - 1) Rent and other charges remaining due are paid in full
  - 2) A replacement Tenant is found who will take occupancy at the end of the two months.
- d) If the Lease is signed by more than one person, the surviving Tenants who are named in the Lease are responsible to complete the Lease.

40. **LANDLORD DOES NOT GIVE UP RIGHTS**

If Landlord fails to enforce any clauses in this Lease, Landlord may enforce these clauses at a later time without penalty.

41. **SURVIVAL**

If clauses in this Lease are considered against the law, all other clauses that are legal are not affected.

42. **CHANGING TERMS AND CONDITIONS OF LEASE**

a) Reserved

43. **RENEWING LEASE**

a) This Lease will automatically terminate, with no options to renew.

44. **TENANT'S NOTICE TO END LEASE**

a) Reserved

45. **TERMINATION OF LEASE BY LANDLORD**

a) Tenant loses the protection provided in this Lease, and Landlord may terminate the Lease if:

1. rent or other charges are not paid when due;
2. the Leased property is emptied or abandoned before the end of the Lease without written notice to Landlord and prior authorization from Landlord to terminate the Lease early. If any of Tenant's possessions or furniture is abandoned in the unit, Landlord will send letter to Tenant's last know address. This letter will state that Tenant has ten (10) days to remove the items. If Tenant does not respond and remove all items within the ten (10) day period, the personal property will be considered abandoned and the Landlord will dispose of all items at Tenant's expense;
3. any of the terms and conditions of this Lease are not followed;
4. Tenant does not leave at the end of the Lease period;
5. utility (water, electricity etc.) providers are not paid when due;
6. the Tenant, and/or any of his or her guests, damage or destroy property on the Leased Premises or in the building;
7. the Tenant engages in housekeeping habits that cause damage to the Leased Premises or the building;

8. the Tenant and/or any of his or her guests engages in any criminal activity on the Premises;
9. Reserved
10. the Tenant violates a condition of probation or parole under Federal or State Law;

**46. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)**

**Tenant agrees to give up certain legal rights as provided by the LANDLORD and TENANT ACT OF 1951. No notice will be required to be given by Landlord and Tenant to leave and give up the Leased property. Tenant will be asked to leave the Leased property without notice under any of the following conditions.**

- 1. Tenant does not leave the property at the end of the Lease term.**
- 2. Tenant breaks any of the terms and conditions of the Lease.**
- 3. Tenant fails, upon demand, to make all rent and other payments when due.**

\_\_\_\_\_ **Tenants Initials**

**47. LANDLORD'S RIGHTS IF TENANT BREAKS LEASE**

- a) If Tenant breaks this Lease agreement, Landlord has the right to:
  - 1) end this Lease agreement.
  - 2) go to Court to get back (recover possession of) the Leased Premises;
  - 3) hire an attorney to start a court eviction action. Tenant agrees to pay Landlord all of Landlord's attorney's fees and court costs associated with the Tenant's breach of this Lease, including, but not limited to, any actions for possession, notices of default, correspondence, money damages and/or execution. Tenant shall be responsible for his or her own attorney's fees and costs;
  - 4) start eviction action without an attorney. Tenant agrees to pay Landlord the sum of one hundred dollars (\$100.00) as collection costs if Landlord takes Tenant to court without an attorney present;
  - 5) go to Court to recover rent, and other charges due until the end of this Lease even if this Lease has not ended.
- b) If Landlord wins in Court, Landlord can use the Court process to take Tenant's personal goods, motor vehicles, and money in banks by obtaining a judgment and a writ of execution.

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48. **TENANT MOVES BEFORE END OF LEASE**

If Tenant wants to end this Lease and move out of the Leased property before the ending date, Tenant is able and must give notice to Landlord such that the property is not vacant.

49. **WHAT TENANT OWES LANDLORD IF TENANT BREAKS LEASE**

If Lease is broken by Tenant, the Tenant owes to Landlord:

- a) all rent and other charges allowed by this Lease;
- b) all legal fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storing cost, and other expenses that Landlord has to pay;
- c) the cost of repairing and replacing any damage to the Leased property caused by the Tenant;
- d) any costs that Landlord suffers as a result of Tenant breaking the Lease.

50. **SECURITY DEPOSITS**

- a) Tenant can not use the security deposit as payment for any month's rent including the last month's rent without Landlord's permission.
- b) Landlord can use money from the security deposit at any time to pay for Tenant's costs. These costs include unpaid rent and damages caused by Tenant or Tenant's guests, utility bill adjustments, legal cost, or any other costs due.
- c) If Landlord uses Tenant's security deposit to pay for rent or any other cost, Tenant must repay this amount to his account within thirty (30) days.
- d) Depending upon the length of the Lease, the security deposit may be placed in a separate escrow account.

51. **RETURN OF SECURITY DEPOSIT**

The return of Tenant's security deposit is subject to the following conditions:

- a) Full term of Lease has ended;
- b) Landlord has received a written forwarding address from Tenant before moving;
- c) All rent is paid in full. Using the security deposit to cover the last month's rent, or any month's rent, is not allowed unless Landlord first gives its approval;
- d) All keys and other items Landlord provided are returned;

- e) No damage to the property has occurred beyond normal wear and tear;
- f) All personal property has been removed;
- g) The entire Leased property has been thoroughly cleaned including all appliances;
- h) Light fixtures cleaned and bulbs replaced where needed.
- i) Holes in wall, scratches in woodwork, holes or damage to flooring whether carpeting, tile or wood have been repaired;
- j) There are no unpaid late charges or rent remaining due;
- k) All utility bills have been paid in full and written proof given to Landlord;
- l) All carpets must be professionally cleaned and written proof given to Landlord.

**52. TENANT FILES BANKRUPTCY**

If tenant files any form of bankruptcy during the term of this Lease, Tenant agrees to move out of the Leased property within seven (7) days of filing.

**53. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT**

**TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE. IF LEASE TERMS ARE NOT UNDERSTOOD TENANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS.**

**THIS LEASE WITH ANY HOUSE RULES, THE TERMS OF WHICH ARE INCORPORATED HEREIN, ARE THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT. ANY ORAL OR WRITTEN AGREEMENTS MADE BEFORE SIGNING THIS LEASE WHICH ARE NOT INCLUDED IN THE LEASE ARE NOT PART OF THIS LEASE.**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

Date \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
initials

**PET AGREEMENT**

- a) This pet agreement is attached as part of the Lease.
- b) Landlord reserves the right to end this pet agreement if the pet is not maintained properly or becomes a nuisance to other tenants.
- c) Tenant agrees to walk pet on a leash no longer than six (6) feet and to pick up immediately after the pet.
- d) Tenant agrees not to leave pet unattended for more than \_\_\_\_\_ consecutive hours.
- e) Tenant agrees that only the pet listed below is allowed in the property.  
Type \_\_\_\_\_ Breed \_\_\_\_\_ Weight \_\_\_\_\_ Name \_\_\_\_\_
- f) Tenant agrees that any other pets not listed above will be considered strays and will be removed from the property at Tenant's expense.
- g) The cost of repairing any damage caused by the pet is a charge Tenant agrees to pay as additional rent. This includes inspecting, cleaning and deodorizing the carpet.
- h) Tenant agrees to pay an additional one month fee as an additional deposit to keep a pet in the Leased property. \_\_\_\_\_ Tenant's initials, OR
- i) Tenant agrees to pay an additional monthly fee of \_\_\_\_\_. This fee is non-refundable and for the courtesy of Landlord allowing Tenant to keep a pet in the Leased property. \_\_\_\_\_ Tenant's initials.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant