



## Residential Lease

### Plain Language Lease (version 2-16-2015)

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE. THIS 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 Owner**

Name of Landlord/Rental Agent Onyx Management Group

Address to send rent payments 301 Lakeside Drive  
Southampton PA 18966

Phone: 215-355-0500 website: www.onyxmgmt.com

**b) Name of Tenant:** \_\_\_\_\_

#### 2. LEASED PROPERTY

The leased property is the location Landlord agrees to rent to Tenant. It is a:

Single Home    Townhouse    Condominium    Apartment    Other    Duplex

The words "leased property" refer to the type of residence above.

The exact address is \_\_\_\_\_

#### APPLIANCES

Any appliances remaining in the leased property remain the personal property of the Landlord. Tenants may use the appliances but Landlord assumes no responsibility for their operation, repair, or replacement. Appliances remaining are: Stove, Refrigerator, Washer, Dryer, Dishwasher, Microwave.

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

This lease begins on \_\_\_\_\_ this lease ends on \_\_\_\_\_

To end this lease Landlord or Tenant must give **60** days notice before the ending date or any renewal period.

#### 4. MONEY OWED AT MOVE IN

	PAID	DUE
Total Rent Due For Entire Length Of Lease		
Security Deposit	\$	\$
First Month Rent		\$
Last Month Rent		\$
Amount Due Before Possession		\$

#### 5. RENT

**a)** The rental amount each month is \$\_\_\_\_\_ and is due by the **1st (First)** day of each month. Next payment is due on

**b)** Landlord will send a Notice to Pay Rent and/or Vacate if Landlord does not receive rent by the 10th day of the month. If rent is not paid by the 10<sup>th</sup> day of the month legal proceedings will commence to evict Tenant and to recover any and all amounts due including reasonable attorney's fees and court costs.

**c)** A court action to remove tenant begins on the 10<sup>th</sup> day. All court costs are paid by Tenant.

**d)** If Tenant mails rent to Landlord, the date of receipt of the rent by Landlord is the date of payment.

#### 6. ADDITIONAL RENT CHARGES

**a)** Rent is considered late if received by Landlord after the 5<sup>th</sup> day of each month.

**b)** A charge will be assessed in the amount of **\$50** if rent not paid on the 5<sup>th</sup> day of each month.

**c)** Additional late charge in the amount of **\$25** will be assessed for rent not paid before the 10<sup>th</sup> day of each month.

**d)** Charges not paid when due become additional rent for the next month's rent.

Initials:    Tenant    Tenant    Tenant    Landlord    Landlord Page | 1

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

1. Additional Rent Charges      4. Other Fees Not Paid      7. Damages to Leased Property  
2. Tenant Owed Utility Bills      5. Past Rent  
3. Legal and Court Costs      6. Current Rent

a) The most people allowed to live in the leased property            Adults

b) If any unauthorized occupant(s) is living in the leased property, landlord can:

- ## 9. UTILITY SERVICES

	LANDLORD PAYS	TENANT PAYS
Cable TV		
Lawn and Shrubbery Care		
Electricity		
Gas		
Heat		
Homeowners Assoc. Fee		
Hot Water		
Oil		
Water bill/ Fire Sprinkler Service		
Sewer Fee		
Snow Removal		
Trash Collection		
Cold Water		

## 10. INSPECTION

- ## 11. CHANGES TO THE LEASED PROPERTY

- Initials: *Tenant* *Tenant* *Tenant* *Landlord* *Landlord* Page |

- b) Landlord-approved changes that the Tenant makes to the leased property become the property of the Landlord and may not be removed, unless Landlord and Tenant agreed otherwise in writing.
- c) At the termination of this lease agreement Tenant agrees to return the leased property to the Landlord in the same condition it existed as of the commencement date of the lease agreement, reasonable wear and tear excepted.

## **12. INSURANCE**

- a) Landlord agrees to carry fire and liability insurance on the building. Landlord does not insure Tenant's personal property under his 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 any person, tenant or otherwise, sustains any injury on the leased premises, or if there is any loss of property by fire, theft, burglary or any other means, Tenant hereby RELEASES AND RELIEVES LANDLORD AND LANDLORD'S AGENT from any and all responsibility and liability for such injuries and damages. Tenant further agrees to pay for any loss or claim filed against Landlord or Landlord's Agent and to HOLD LANDLORD AND LANDLORD'S AGENT HARMLESS and to indemnify Landlord's agent from any and all liability or expense for any such injuries or damages including reasonable attorney's fees, costs and expenses.

## **13. 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 guests.
- b) Landlord is not responsible for any liability or injury to any person while on the leased property.
- c) All belongings left by Tenant become Landlord's property to remove or keep as abandoned property. The cost of disposal is to be paid by Tenant.

## **14. BAD CHECKS**

Tenant agrees to pay a fee of **\$45.00** for any check or money order that is not honored or paid by a financial institution. Landlord reserves the right to require future rent payments in the form of cash, money order, or certified check.

## **15. 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 credit for future housing.

## **16. ADDITIONAL SIGNERS TO THE LEASE**

- a) All signers of this lease are individually and jointly responsible for all financial obligations. This includes but is not limited to: rent, late fees, damages, and other costs due in excess of the security deposit.
- b) The approved signers not living at the leased property give Landlord permission to place a money claim or lien on real estate located at \_\_\_\_\_
- The additional signers' phone number(s) are \_\_\_\_\_
- The additional signers' Social Security number(s) are \_\_\_\_\_

## **17. CARE AND USE OF THE LEASED PROPERTY**

- a) Primary Residence: Tenant agrees to use the leased property as a private residence only for tenant and authorized occupants and will not conduct any business or commercial enterprise in the leased property.
- 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, and condominium and home owner association rules as they apply to Tenants.
- d) Keep safe and clean: Tenant agrees to keep the leased property safe against fire and water damage. Tenant agrees to remove trash, garbage, and other waste in a safe 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 60 degrees or above at all times.

## **18. 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. Section 9 lists Utility Services.
- c) Pests:** Landlord is giving the leased property free of insects, rodents, and pests at move-in. Tenant agrees to pay for a pest control service if needed after the tenth (10th) day of move-in.
- d) Locks:** Tenant agrees not to change locks or put additional locks on doors without Landlord's written permission. Landlord may remove any locks put on by Tenant. Tenant will pay the cost of the new locks.
- e) Phone Numbers:** Tenant agrees to provide Landlord with current home and work phone numbers and will inform Landlord of any change in these numbers.

## **19. 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 good repair and working order the electrical, plumbing, sanitary, heating, air conditioning, and all other services. Tenant will advise Landlord in writing of any of these items not in good repair or working order. Landlord is not responsible for damage caused by Tenant negligence or intentional acts and Tenant shall promptly pay landlord the cost of repairing all such damage.

## **20. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY**

- a) Tenant agrees to permit Landlord to place a for sale, rent, or informational sign on or near the Property.**
- b) Landlord agrees to give Tenant at least 48 hours notice before entering the leased property.** Landlord, or a person chosen by Landlord, has the right to inspect, show, make repairs, and do maintenance even if the Tenant is not present.
- c) Landlord, or a person chosen by the 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 reason for the entry.

## **21. DAMAGE TO LEASED PROPERTY**

- a) If a fire or other mishap damages the leased property, Tenant may continue to occupy the livable part if local codes and laws allow occupancy.** If Tenant decides to stay, Tenant will pay rent according to the percentage of the amount of area that is livable until Landlord repairs the damage.
- b) If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately.** Landlord will collect rent due by Tenant, and then return 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 Tenant's guests is Tenant's full responsibility.** This includes the payment of rent and all other terms and conditions of this lease and the cost of repair of any and all damages caused by such fire or other mishap.
- e) Tenant is responsible for damage caused by windows being left open.** Any windows or screens broken or doors damaged by anyone are Tenant's responsibility.
- f) Tenant agrees not to hold Landlord responsible for damage to Tenant's property or injuries to Tenant caused by water, snow, or ice that comes on the property or leased premises.**

## **22. LOST KEYS**

- a) If Tenant contacts Landlord to unlock a door between 9 AM and 5 PM Monday through Friday, the cost is \$85.** If Tenant contacts Landlord during any other hours, Landlord is not responsible to allow access.
- b) If Tenant decides to use a locksmith, Tenant must pay locksmith and provide Landlord with a new key immediately.**
- c) If Tenant contacts Landlord to replace a lost key, the cost is \$15 per key.**

## **23. REPAIRS**

- a) Tenant agrees to immediately tell Landlord in writing of any dangerous or defective conditions on the Property or in the leased property.** If Tenant fails to do so, Tenant is responsible for all injury or mishap caused by the dangerous or defective conditions and for any and all damages to leased property or appliance therein, except for such damages caused by normal wear and tear.
- b) Tenant agrees to pay the total cost of any repair that is caused by Tenant or Tenant's guest(s) reasonable wear and tear excepted.** Tenant agrees to correct and pay for these damages. If Tenant does not complete repairs within a

reasonable time, Landlord will pay to have the repair completed. This cost is considered additional rent and is due with the following month's rent payment.

c) Tenant agrees to pay to open all clogged drains, toilets, sinks, and traps caused by Tenant's actions.

d) Landlord is not responsible for any inconvenience or loss that repairs cause.

e) If this lease is for a single family home, townhouse, or condominium, Tenant agrees to buy and change filters on the furnace and/or air conditioner every three (3) months. If damage is caused because the filters were not changed, Tenant agrees to pay for all expenses to repair heater and/or air conditioner, including the service call charge.

#### **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 damage to young children exposed to lead paint and/or lead hazards.

b) Landlord is required to tell Tenant if the property contains or does not contain any lead-based paint. If Landlord does not know if lead-based paint is present, Tenant may hire a certified lead paint inspector, at Tenant's expense, to inspect the property. Tenant will supply Landlord before inspection the name of the inspection company.

c) The lead-based paint inspection must happen within five days of moving in and the written results returned within ten days. Tenant gives permission to have the inspection results given to Landlord in writing.

d) Tenant has two choices if lead-based paint or lead hazards are present:

1) Tenant may end lease by notifying Landlord in writing within two days of receiving the inspection results. Tenant agrees to move out of the leased property within 90 days of the starting date of lease.

2) Tenant may continue the lease and agrees not to hold Landlord responsible for any future health problems due to lead-based paint or lead hazards.

e) Tenant acknowledges receiving this Lead Based Paint Pamphlet before signing this lease.

**TENANT'S INITIALS**

#### **25. 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 insurance policy naming Landlord as an additional insured or loss payee.

#### **26. SMOKE DETECTORS**

a) Landlord has supplied smoke detector(s) in the leased property. Tenant is responsible for smoke detector operation and agrees to replace batteries "as needed".

b) Tenant agrees to tell Landlord immediately if any smoke detector(s) fails to work for any reason other than the battery.

c) Tenant agrees not to disconnect a smoke detector or allow anyone else to disconnect it. Tenant is responsible for any injuries, damages, or loss suffered because of someone disconnecting a smoke detector for any reason.

#### **27. VEHICLES**

a) Tenant agrees to park cars, trucks, or motorcycles in the parking area. Tenant agrees to have current registration, license plates, and inspection stickers on all vehicles. Tenant will receive a written notice from Landlord for any vehicles not meeting these requirements. If Tenant does not comply with these requirements within five (5) days, Tenant agrees to pay towing and other expenses to remove the vehicle(s).

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.

#### **28. PETS NOT ALLOWED**

a) Tenant agrees not to have any pets or animals on the leased property without the written permission of Landlord. If Landlord discovers Tenant has an animal on the leased property, without Landlord's permission, Landlord can:

1) End the lease by giving thirty days notice to vacate; and/or

2) Offer Tenant a new lease with increases to the security deposit and rent beginning immediately; or

3) Remove any animal found on the leased property that is not approved by Landlord to an animal shelter or other such location at Tenant's expense;

b) Tenant agrees to pay Landlord for damages that the animal caused.

### 29. JOINT AND INDIVIDUAL LIABILITY

If more than one Tenant signs this lease, each is responsible individually or jointly for 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 and for paying for any repairs and/or damages to the property.

### 30. 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 approval before being accepted as a new Tenant.

### 31. TAKING BY THE GOVERNMENT

The government has the right to take private land for public use. If the government takes all or part of the Landlord's Property, the Landlord may terminate this lease after 30 days written notice to the Tenant.

### 32. 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.

### 33. LANDLORD'S RIGHT TO MORTGAGE THE PROPERTY

If Landlord has a mortgage on the property, the mortgage company rights are stronger than the tenant's rights against the Landlord. If Landlord fails to make monthly mortgage payments, the mortgage company has the right to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Landlord.

### 34. SALE OF PROPERTY

- a) If Landlord sells the Property, Landlord will transfer all security deposits and any interest due to the new Landlord. Landlord agrees to notify Tenant of the sale and to provide the name, address, and phone number of the new Landlord and where rent is to be paid.
- b) The new Landlord is responsible to Tenant for the return of the security deposit and any interest due after the sale of the property.
- c) Tenant understands that Landlord will not have any more responsibilities under this lease after the property is sold to the new owner.

### 35. TRUTHFUL APPLICATION

If Landlord learns that Tenant is not truthful on the rental application, Landlord may terminate this lease immediately and give notice to the Tenant to vacate within 30 days.

### 36. LAWN CARE AND SNOW REMOVAL

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

*Lawn maintenance means:*

- 1) Cutting of grass
- 2) Trimming of bushes and hedges
- 3) Weeding of flower beds.

*Snow removal means:*

- 1) Shoveling snow from steps, sidewalks and driveways
- 2) Removal and salting of ice and snow.

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

### 37. ILLEGAL ACTIVITY

Landlord may terminate this lease and give Tenant 30 days notice to vacate if Tenant or any of Tenant's guests stores, uses, sells, manufactures or distributes illegal drugs on the leased premises or engages in any other illegal activity under state, municipal, or federal law.

### 38. NOTICES

- a) Landlord agrees to send all notices to Tenant in writing by regular mail or certified mail, or to 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.

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

- a) If Tenant dies during the term of this lease and is the only Tenant:
- 1) Tenant's heirs or the executor of the estate have the right to end this lease after giving two (2) months written notice to terminate this lease and vacate the property.
- b) Security Deposit is returned when:
- 1) Rent and other charges remaining due are paid in full;
  - 2) All furniture and personal belongings are removed and leased property is clean;
  - 3) A replacement Tenant is found who will take occupancy immediately after termination of the lease.
  - 4) All damage, except for normal wear and tear must be repaired and leased property and appliances returned to landlord in the same condition as such were in at the start of this lease.
- c) If lease is signed by more than one person, the surviving Tenant(s) is responsible to fulfill the lease and the estate of the deceased tenant shall be jointly liable with the surviving tenant and for all repairs and all damages to the leased premises and appliances.

### **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 prejudice.

### **41. SURVIVAL**

If the courts find any clauses that are illegal or unenforceable, all other clauses will not be affected.

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

- a) Landlord must give Tenant at least **60 days** notice before the lease ends if any terms and conditions are changed. Tenant has **10 days** from the date of receiving the notice to decide to accept or not accept the changes.
- b) If Tenant does not give the required notice within the **10 day** period, the lease renews under the new terms and conditions given by the Landlord.

### **43. RENEWING LEASE**

- a) This lease automatically renews on a yearly basis with a rent increase of 3% percent if not terminated or changed by either party.
- b) Landlord and Tenant must give each other at least sixty (60) days notice before the end of the lease if either one does not want the lease to automatically renew.

### **44. NOTICE TO END LEASE EXCEPT IN THE EVENT OF A DEFAULT OR BREACH OF THIS LEASE BY TENANT**

- a) Tenant or Landlord may only end lease at the end of the lease term. Tenant and Landlord agree to give the other **60 days** written notice before the lease ending date.
- b) If Tenant is on a month-to-month lease, Tenant or Landlord must give each other sixty (60) days written notice.
- c) If Tenant or Landlord notifies the other after the first of the month, notice does not take effect until the first day of the next month.

### **45. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)**

If Tenant breaks this lease, Tenant agrees to give up his right of a "Notice to Quit or Vacate." This means Tenant allows Landlord to go to court without giving prior notice. Tenant has the right to challenge the Landlord's claims in court.

### **46. TENANT BREAKS LEASE**

- a) Tenant loses the benefits provided in this lease if:
1. Tenant does not pay rent or other charges when due;
  2. Tenant vacates or abandons the leased property before the end of the lease without written notice to the Landlord;
  3. Tenant does not fulfill all the terms and conditions of this lease;
  4. If Tenant does not vacate at the end of the lease period, Tenant will pay Landlord a fee of **\$100** per day.

5. Tenant or Tenant's guests damage the leased property or common area and do not promptly pay for repair of such damage.

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

a) If Tenant fails to fulfill all of the terms and conditions of this lease agreement, Landlord has the right to:

- 1) End this lease agreement;
  - 2) Commence legal proceedings to recover possession of the leased property and any and all amounts due under the lease agreement including Landlord's reasonable attorney's fees and court costs;
  - 3) Start eviction action without an attorney. Tenant agrees to pay Landlord the sum of **\$550.00**
  - 4) Go to court to recover rent and other charges due until the end of this lease even if this lease has not ended.
- b) Tenant acknowledges that if Landlord obtains a court judgment, Landlord can initiate legal proceedings to levy and sell tenant's personal property, motor vehicles, and attach cash bank accounts, and wages to satisfy the judgment.

#### **48. 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 incurred by Landlord;

The cost of repairing and replacing any damage to the leased property caused by the Tenant or Tenant's guests. Any cost that Landlord suffers as a result of Tenant breaking lease.

#### **49. SECURITY DEPOSITS**

- a) If Tenant breaks this lease in any way, the security deposit is not refundable.
- b) If Tenant provides Landlord in writing with a forwarding mailing address, Landlord will provide Tenant within 30 days with a list of any amounts due that are being deducted from the security deposit in accordance with the Pennsylvania Landlord and Tenant Act.
- c) Landlord will apply the security deposit money in the following order:
  1. Additional Rent Charges
  2. Tenant-owed Utility Bills
  3. Legal and Court Costs
  4. Other Fees Not Paid
  5. Past Due Rent
  6. Current Rent
  7. Repair of damages to Leased Property
  8. Removal of Tenant's property
- d) Tenant cannot use the security deposit as payment for any month's rent including the last month's rent.

#### **50. 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 of tenant before moving;
- c) All rent paid in full;
- d) All keys and other items that 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 professionally cleaned, including all appliances; the receipt must be provided to the Landlord.**
- h) Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile, or wood, have been repaired according to standard practices;
- i) No unpaid late charges or rent remains due;
- j) All utility bills are paid in full and written proof given to Landlord;
- k) Light fixtures have been cleaned and bulbs replaced where needed;
- l) All carpets have been professionally cleaned and written proof given to Landlord.
- m) Returns the property in the same condition as it existed at the commencement date of Lease, reasonable wear and tear excepted.

If any of the above conditions are not satisfied, Landlord may use the security deposit to satisfy such condition.

#### **51. Inspection by Tenant**

Tenant hereby agrees that tenant has thoroughly inspected the premises and has personally determined that they are appropriate for Tenant's needs



## 52. PHONE

a) Tenant may install additional phone lines and jacks; at his/her expense after written permission is granted from Landlord. If additional phones and jacks are installed, Tenant is responsible for all internal phone wiring and agrees to carry the 'Wire Maintenance Plan' offered by the phone company.

## 53. CABLE

Tenant may install additional cable lines for television and internet access, at his/her expense, after written permission is granted from Landlord. Tenant is responsible for all internal cable.

## 54. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT

a) Tenant agrees to abide by all condo rules or homeowner association rules and will be responsible for any fines or fees incurred by Tenants or Tenants Guests.

b) All utilities have to be transferred under Tenant's name on or before / /2013 If this is not done in a timely fashion, it will affect your monthly rental fee. (Example, if your rent is \$900 a month and you don't transfer the utilities into your name, the monthly rental will immediately go up to \$1200 a month accruing a \$150 charge for gas, \$75 for water and \$75 for electricity. We will add on according to your monthly usage.)

c) Phone numbers for Utilities Companies are:

Gas / PGW – 215- 235- 2050

Electricity / PECO – 1-800-494-4000

Water / Water Revenue Bureau – 215-686-6880

Oil Co. - 215-492-1900

d) Basement are for TV and Recreation room use only, not to be used as a Bedroom or to be converted to sleeping quarters. Any object stored in basement should be placed at least two inches above floor to prevent possible water damage. Landlord is not responsible for water damage, cause from any source, to personal property stored in basement or any crawl space.

e) Landlord is not responsible for any food spoilage costs if the refrigerator fails or if there is an electrical power interruption

f) It is tenant's responsibility to be present to admit service, maintenance, or delivery persons.

g) If leased property is ready for move-in and Tenant cancels moving in, Landlord may keep all money paid by Tenant in advance.

## 55. Foreclosure

If property owner defaults on any mortgage payment associated with the property and if property goes to sheriff sale and /or foreclosure proceedings, agent is not held liable or responsible for any loss and /or inconvenience. The agent will not pay for any/ or all expenses that might arise from this action. Tenants are responsible to pay rent as long as they remain in the property until the time they vacate the premises regardless of what proceedings are currently taking place.

## 56. Agency

Tenant acknowledges and agrees that Onyx Management Group, Inc., its directors, agents and representatives are acting solely as an agent for the Landlord and, that they have no responsibility or liability to Tenant for any breach of this agreement by Landlord and Tenant hereby releases and relieves Agent from any claims, suits or causes of action that Tenant may have against Landlord's agent arising under this lease agreement.

TENANT AGREES LANDLORD GAVE TENANT ADEQUATE TIME TO REVIEW THIS LEASE. IF TENANT DOES NOT UNDERSTAND THE LEASE TERMS, TENANT SHOULD 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 ADDED CLAUSES OR RULES IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT AND THERE ARE NO OTHER ORAL OR WRITTEN AGREEMENTS THAT ARE PART OF THIS LEASE.

Tenant	Date	Co-signer	Date
Tenant	Date	Co-signer	Date
Tenant	Date	Co-signer	Date

LANDLORD/AGENT \_\_\_\_\_

In the opinion of the Office of Attorney General, a pre-approved consumer contract meets the Test of Readability under 73 P.S. Section 2205 of the Plain Language Consumer Contract Act. Pre-approval of a consumer contract by the Office of Attorney General only means that simple, understandable, and easily readable language is used. It is not approval of the contents or the legality of the contract.(In states other than Pennsylvania, remove the paragraph immediately above.) (Place below was intentionally left blank for notary public verification, if needed)

LEAD-BASED PAINT CLAUSE

**“EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESSEE THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASE PAINT HASARDS. A COMPREHENSIVE LEAD INSPECTION OR RISK ASSESSMENT FOR POSSIBLE PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE.”**

Within ten (10) days from the final signing of this lease, the tenant can pay for or a comprehensive lead inspection and risk assessment of the rental property by a certified lead inspector. If the inspection discloses that lead-based paint or lead-based paint hazards exist in the rental property, the tenant has two (2) business days after receiving the report to end this lease and get back all rent and security deposits paid to the landlord. If the tenant does not get an inspection within the permitted ten (10) days or does not end this lease within two (2) days after getting the report, the tenant gives up the right to get an inspection or end this lease.

Witness \_\_\_\_\_ Lessee/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Lessee/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Lessee/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Lessor/Landlord \_\_\_\_\_ Date \_\_\_\_\_

## INFORMATION REGARDING MOLD AND INDOOR AIR QUALITY

Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen, and viruses) have been associated with allergic responses including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been made that exposure to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of any indoor contamination. Because individuals may be affected differently, or not affected at all, by mold contamination, the surest approach to determine the presence of contamination is to engage the services of a qualified professional to undertake an assessment and/or sampling. Assessments and samplings for the presence of mold contamination can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information pertaining to indoor air quality is available through the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318. Tenants should immediately notify Landlord if there is any condition in the Property that may lead to the growth of mold or if the Tenant believes that mold growth is present in the Property.

Witness \_\_\_\_\_ Lessee/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Lessee/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Lessee/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Lessor/Landlord \_\_\_\_\_ Date \_\_\_\_\_

Wear and Tear vs. Damage (Ver. 2-28-2010)

Wear and Tear	Damage
Keys worn out	Keys lost
Door lock loose or stubborn	Door damaged from forced entry
Carpeting worn and dirty	Carpeting stained, burned, or torn
Carpet seam unglued	Carpet oil or rust stains
Wood floors scuffed	Wood floors badly scratched or gouged
Linoleum worn thin	Linoleum torn or with holes
Cabinet doors warped	Cabinets broken or missing
Countertop worn	Countertop burnt or cut
Ceiling stained from rain or bad plumbing	Ceiling stained by tub/toilet overflow
Plaster cracks from settling	Damaged wall resulting from carelessness of the tenant or large holes caused by removal of shelving or pictures, carelessness of the tenant or large holes caused by removal of shelving or pictures
Paint chipped, cracked, or faded	Unapproved tenant painting of interior or exterior, writing on walls with permanent markers
Wallpaper loose	Wallpaper damaged, torn, or ripped
Drapery rod loose	Drapery rod broken or missing
Curtains and drapes faded	Curtains and drapes torn or missing
Blinds blistered by heat	Blinds with bent slats
Window or door screens dirty	Window or door screens missing or torn
Window sticking	Window broken
Faucet handle loose or inoperable	Faucet handle missing or broken
Toilet wobbles or runs	Toilet seat or tank cover missing or broken
Unit needs normal cleaning	Odor throughout unit
Closet door off track	Closet door damaged or missing

## CONSUMER NOTICE

### This Is Not a Contract

Pennsylvania Law requires real estate brokers and salespersons (licensees) to advise consumers of the business relationships permitted by the Real Estate Licensing and Registration Act. This notice must be provided to the consumer at the initial interview.

Before you disclose any information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT REPRESENTING YOU. A business relationship of any kind will NOT be presumed.

Any licensee who provides you with real estate services owes you the following duties:

Exercise reasonable professional skill and care which meets the practice standards required by the Act.

- Deal honestly and in good faith.
- Present, in a timely manner, all offers, counteroffers, notices, and communications to and from the parties in writing. This duty may be waived by the seller where the seller's property is under contract and the waiver is in writing.
- Comply with Real Estate Seller Disclosure Law.
- Account for escrow and deposit funds.
- Disclose, as soon as practicable, all conflicts of interest and financial interests.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transactions that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.



## CONSUMER NOTICE THIS IS NOT A CONTRACT

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In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

### *Seller Agent*

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

### *Buyer Agent*

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

### *Dual Agent*

As a dual agent, the licensee works for both the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

### *Designated Agent*

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

- Regardless of the business relationship selected, all licensees owe consumers the duty to:

- Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
- Deal honestly and in good faith.
- Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
- Comply with the Real Estate Seller Disclosure Law.
- Account for escrow and deposit funds.
- Disclose, as soon as practicable, all conflicts of interest and financial interests.

- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are negotiable between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
  - The duration of the licensee's employment, listing agreement or contract.
  - The licensee's fees or commission.
  - The scope of the licensee's activities or practices.
  - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

**Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.**

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#### ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____	_____ (Consumer's Printed Name)	_____ (Consumer's Signature)
	_____ (Consumer's Printed Name)	_____ (Consumer's Signature)

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I certify that I have provided this document to the above consumer during the initial interview.

Date: _____	_____ (Licensee's Signature)	_____ RB067002 (License #)
<b>Felix Portman</b>		
(Licensee's Printed Name)		

*Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.*



## W-9 Form

<b>Form W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give form to the requester. Do not send to the IRS.</b>			
<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)				
	Business name, if different from above				
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶				
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)			
	City, state, and ZIP code				
	List account number(s) here (optional)				
<b>Part I Taxpayer Identification Number (TIN)</b>					
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p>Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%; text-align: center;">Social security number</td></tr><tr><td style="text-align: center;">OR</td></tr><tr><td style="text-align: center;">Employer identification number</td></tr></table>			Social security number	OR	Employer identification number
Social security number					
OR					
Employer identification number					
<b>Part II Certification</b>					
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"><li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li><li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li><li>I am a U.S. citizen or other U.S. person (defined below).</li></ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.</p>					
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶			
<b>General Instructions</b>					
Section references are to the Internal Revenue Code unless otherwise noted.					
<b>Purpose of Form</b>					
<p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"><li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li><li>Certify that you are not subject to backup withholding, or</li><li>Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.</li></ol> <p><b>Note.</b> If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p>					
<b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are:					
<ul style="list-style-type: none"><li>• An individual who is a U.S. citizen or U.S. resident alien,</li><li>• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li><li>• An estate (other than a foreign estate), or</li><li>• A domestic trust (as defined in Regulations section 301.7701-7).</li></ul>					
<b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.					
<p>The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:</p> <ul style="list-style-type: none"><li>• The U.S. owner of a disregarded entity and not the entity,</li></ul>					

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

## Services Pricing List



This list is provided at the move in so you are aware of property damages and cleaning that needs to be done when you vacate in order to avoid expenses deducted from your security deposit.

#### CLEANING

- Refrigerator \$75.00 and up
- Stove top and oven \$75.00 and up
- Kitchen cabinet or counter tops \$75.00 and up
- Kitchen or Bathroom Floor \$75.00 and up
- Bathtub shower \$75.00 and up
- Toilet \$75.00 and up
- Carpet Cleaning and Deodorizing \$125.00 and up

#### DAMAGES

- Remove crayon marks \$50.00 and up
- Small/Large nail hole repair \$100.00 and up
- Replace interior/exterior door \$500.00 and up
- Replace sliding door \$400.00 and up
- Replace bathroom mirror or cabinet \$250.00 and up
- Replace countertop \$500.00 and up
- Replace tile/Linoleum \$350.00 and up
- Replace light bulb \$1.50 and up
- Light fixture globe \$15.00 and up
- Light Fixture \$50.00 and up
- Electrical outlet plates \$5.00 per plate and up
- Replace oven knob \$25.00 and up
- Replace window screen \$40.00 and up

#### ADDITIONAL CHARGES

- Replace door lock \$75.00 and up
- Replace curtain rod or towel bars \$50.00 and up
- Replace smoke detectors \$50.00 and up
- Remove junk and debris \$250.00 and up
- Fumigate for fleas or bugs \$150.00 and up

If any city Violations Including C.L.I.P. VIOLATIONS are left on the property, your security deposit will be charged the cost of the violation, plus an additional \$100 service charge. When you vacate the property we ask that you bring your most CURRENT and PAID PGW and WATER BILL. If these bills are not paid they will also be taken from your security deposit.

Acknowledgement of notice received

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

## APPENDIX A: ONYX MANAGEMENT CONTACT LIST

### Repairs and Maintenance contact:

- Andrey Telegin:
  - Phone: (215) 355-0500 x.114 (office)
  - Email: [atelegin@onyxmgmt.com](mailto:atelegin@onyxmgmt.com)
- Michael Friedman:
  - Phone: (267) 210-1300
  - Email: [mfriedman@onyxmgmt.com](mailto:mfriedman@onyxmgmt.com)
- Christina Gresh (utility bills)
  - Phone: (215) 953-0364 (office)
  - Email: [christina.gresh@onyxmgmt.com](mailto:christina.gresh@onyxmgmt.com)

### Payments and General Questions:

- Gizelle Minazova
  - Phone: (215) 355-0500 x.110 (office)
  - Email: [gminazova@onyxmgmt.com](mailto:gminazova@onyxmgmt.com)

### Property Management and Payments:

- Victoria Portman:
  - Phone: (215) 355-0500 x.122
  - Email: [victoria-preferred@onyxmgmt.com](mailto:victoria-preferred@onyxmgmt.com)

### For Any Complaints:

- Marina Foydel
  - Email: [mfoydel@onyxmgmt.com](mailto:mfoydel@onyxmgmt.com)

### Regarding 24/7 Emergency:

- Call at (215) 953-0900