

GINMAR, INC.

P. O. Box 708, Butler, PA 16003

Phone: 724-283-8230

e-mail: ggklopfer@ginmarinc.com

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. THIS DOCUMENT CONSISTS OF ELEVEN (11) PAGES. PLEASE READ ALL PAGES COMPLETELY BEFORE SIGNING IT.

1. NAMES OF LANDLORD AND TENANT(S)

a) Name of Landlord is **Ginmar, Inc.**

Phone: **724-283-8230**

b) Make rent checks or money orders payable to: **Ginmar, Inc.**

c) Address to send rent payments: **P. O. Box 708, Butler, PA 16003**

d) Name of local property manager: _____ Phone: _____

e) Name of Tenant(s): _____

2. LEASED PROPERTY

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

b) The exact address of the leased property is _____

3. STARTING / ENDING DATES OF LEASE

This lease begins on _____. This lease ends on _____.

4. RENEWING AND CHANGING TERMS AND CONDITIONS OF THE LEASE

a) Either the Landlord or the Tenant can end this lease by giving a minimum thirty (30) days written notice before the ending date of the lease or the end of any renewal period. If neither party ends or changes the lease, the lease will renew automatically **for another year** under the same terms and conditions as the original lease.

b) Landlord will not change the rental amount for any reason during the first year of the lease. After the first year, Landlord will give sixty (60) days written notice of any rent increase. The Tenant has fifteen (15) days from the date of receiving the notice to decide in writing not to accept the change. If Tenant does not give Landlord written notice within the fifteen (15) day period, the lease renews under the new terms and conditions.

5. MONEY OWED AT MOVE IN

	DUE	PAID	BALANCE DUE
a) First Month Rent	\$ _____	\$ _____	a) \$ _____
b) Security Deposit	\$ _____	\$ _____	b) \$ _____
c) Additional Deposit for _____	\$ _____	\$ _____	c) \$ _____
d) Other Deposit for _____	\$ _____	\$ _____	d) \$ _____
Total Balance Due before possession			\$ _____

6. **RENT**

a) The rental amount each month is \$ _____ and is due by the first (1st) day of each month.

b) Tenant agrees to pay rent for the months of November, December, January, and February if tenant moves for any reason during those months. This specifically includes eviction of Tenant by Landlord.

_____ Tenant _____ Tenant _____ Tenant _____ Tenant

c) Rent is considered late if postmarked after the **fifth** (5th) day of each month. If rent payment is late, Tenant agrees to pay a late charge of \$75.00 in addition to the rental amount.

d) A court action to remove Tenant may begin on the 16th day. All court costs are paid by Tenant.

e) Order In Which Rent Payment Is Applied

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

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

7. **BAD CHECKS**

Tenant agrees to pay a fee of twenty five dollars (\$25.00) each time that Tenant's check is not honored by the bank. Landlord reserves the right to require rent payments in the form of cash, money order, certified check or cashiers check. In addition to the twenty (\$25.00) returned check fee Tenant also agrees to pay the late charge of \$75.00 if the check is returned to the landlord after the fifth of the month for which the payment is made.

_____ Tenant _____ Tenant _____ Tenant _____ Tenant

8. **SECURITY DEPOSITS**

a) Tenant can not use the security deposit as payment for any month's rent including the last month's rent without Landlords permission.

b) Landlord can use money from the security deposit at any time to pay for Tenants 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

9. **RETURN OF SECURITY DEPOSIT**

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

a) The full term of the 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 his 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 professionally 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.

10. NUMBER OF OCCUPANTS

- a) The most people allowed to live in the leased property are: _____
- b) Names of all occupants not signing this lease: _____

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 occupants.

11. UTILITY SERVICES

Landlord or Tenant agree to pay for the utilities and services listed below. If a utility is not marked, it is the Tenant's responsibility to pay for it.

	Landlord Pays	Tenant Pays	Not Applicable
Cable Television	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn & Shrubbery Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintenance Contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking Fee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Snow & Ice Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Collection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. 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.

Landlord has supplied Tenant with the following appliances:

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

13. INSURANCE

- a) Landlord agrees to carry fire and liability insurance on the building.
- b) Landlord requires that Tenant carry fire and liability insurance to protect Tenant, Tenant's personal property, and his guests. Tenant's personal property is not insured under Landlord's insurance policy.
- 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 directly pay for this loss or any claims filed.

_____Tenant _____Tenant _____Tenant _____Tenant

14. CHANGES TO THE LEASED PROPERTY

- a) Tenant agrees not to change or redecorate the leased property without Landlord's written permission.
- b) Landlord approved changes made to the leased property belong to the Landlord, unless otherwise agreed to in writing.

15. INSPECTION

- a) If inspection is not completed by move in, Tenant may keep the inspection sheet beyond move in for further inspection by Tenant or Landlord. It is Tenants responsibility to return a signed copy within ten (10) days of move in to Landlord.
- b) If not returned within the ten (10) days, Tenant agrees the leased property is in satisfactory condition.
- c) When this lease ends, Tenant is responsible for all damages and items needing repair but not listed on the initial inspection sheet.

16. 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) All belongings left by Tenant 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 Tenants and Tenant's guests while at the leased property.

17. REPORTING/COLLECTION 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. *Landlord has Tenant's permission to retrieve Tenant's credit report for the purposes of collecting delinquent rent.*

18. ADDITIONAL SIGNERS TO THE LEASE

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.

19. CARE AND USE OF THE LEASED PROPERTY

- a) **Primary Residence:** Tenant agrees to use 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 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 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.

20. 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 11, Utility Services.
- 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 change in these numbers. Current telephone number: _____

- f) **Lawn Care and Snow Removal:**
 - 1. Tenant is responsible for lawn care and snow removal.
 - Lawn care means:**
 - a) Cutting of grass
 - b) Trimming bushes and hedges
 - c) Weeding flower beds
 - Snow removal means:**
 - a) Shoveling snow from steps, sidewalks and driveway.
 - b) Removal and salting of ice and snow.
 - 2. If Tenant does not maintain these areas in a satisfactory condition, Landlord may complete the work. The expense becomes additional rent to Tenant plus the legal responsibility still remains with the Tenant.

21. 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. This also applies to any other illegal activity under State and Federal law. In the event the Tenant is suspected of drug use the Landlord reserves the right to extract any suspect materials and turn it over to the police for evaluation. The Tenant agrees to this stipulation without reservation.

22. 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.

23. 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.

24. DAMAGE TO LEASED PROPERTY

- a) If a fire or other mishap not caused by Tenant or Tenant's guest damages the leased 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 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. A fire to the leased property caused by Tenant is not just cause to end this lease.
- e) Tenant is responsible for damage caused by windows being left open. Any windows and screens broken or doors damaged by anyone is Tenant's responsibility.
- f) Tenant agrees not to hold Landlord responsible for any damage or injury caused by water, snow, or ice that comes on the Property.

25. REPAIRS

- a) Tenant agrees to immediately tell Landlord in writing of any dangerous or defective condition on or in the leased property. If Tenant fails to do so, Tenant is responsible for all injury or mishap caused by dangerous or defective 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 this 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, or if Tenant's apartment has a furnace of its own, 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 furnace including the service call charge.
- f) Landlord is not responsible for any inconvenience or loss that any needed repair might cause.

26. 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 AM to 5:00 PM, 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.

27. 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 beneficiary.

28. 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 needed."
- b) Tenant agrees to tell Landlord immediately if smoke detector(s) fails to work for any reason other than the battery.
- c) Tenant agrees not to disconnect a smoke detector, remove the batteries or allow any one 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.

29. 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's vehicle found without these requirements causes a five (5) day written notice sent by Landlord asking Tenant to comply. After five (5) days, the vehicle will be removed and Tenant agrees to pay all towing and other 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.

30. PETS NOT ALLOWED

- a) Tenant agrees not to have any pets or animals on the leased property without the written permission 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 (30) days notice to leave; or
 - 2) start 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 caused by the animal.

31. TOGETHER AND INDIVIDUAL LIABILITY

If more than one Tenant signs this lease, each is responsible individually or together for making all rent, utility, damage and other 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.

32. 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.

33. 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 lease as of the date of the transfer.

34. 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.

35. 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 owner.

36. TRUTHFUL APPLICATION

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

37. NOTICES

- a) Landlord agrees to send all notices to Tenant in writing by regular mail, certified mail, or deliver in person, whichever method is most appropriate for the circumstances. 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.

38. 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.

39. SURVIVAL

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

40. DEATH DURING LEASE

1. If Tenant dies during the term of this lease and is a single person Tenant:

- a) Tenant's heirs or the executor of the estate have the right to end this lease thirty (30) days after the first day of the following month. Tenant's heirs must give Landlord this thirty (30) days advance notice of cancellation in writing.
- b) Tenant's heirs or the executor of the estate must pay this one (1) month rent along with any other outstanding costs before Landlord accepts this notice

2. 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.

3. Security Deposit is returned when rent and other charges remaining due are paid in full.

4. 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.

41. TENANT TRANSFERS BEFORE END OF LEASE

If Tenant is transferred by his current company before the end of the lease, Tenant must do the following:

- a) Tenant must move a minimum distance of fifty (50) miles from his current place of business.
- b) Tenant's employer must give Landlord a sixty (60) day advance written notice prior to the transfer and on company letterhead. This sixty (60) day notice will begin on the first day of the next month following receipt of notice by the Landlord.
- c) Tenant will pay a one (1) month releasing fee at time of notification.
- d) Tenant will pay all rent, advertising and other expenses incurred during this sixty (60) day period.
- e) Tenant will pay the rent for November, December, January and February if transferred during any of those months

42. 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 must do the following:

- a) Tenant must give Landlord a sixty (60) day written notice. This notice will begin on the first day of the month following the date Landlord receives notice. Tenant will pay all rent, advertising, damages, cleaning and any other charges until new tenant moves into the property or the original lease expires.
- b) Tenant will also pay Landlord a fee equal to one months rent as a leasing fee. This fee will be paid when Tenant initially gives Landlord the sixty (60) day advanced written notice.
- c) Tenant agrees to pay the rent for the months of November, December, January, and February if Tenant moves during those months.

43. TENANT BREAKS LEASE

Tenant loses the protection provided in this 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 the Landlord. If any of Tenant's possessions or furniture are left in the unit, Landlord will consider them to be abandoned, and will dispose of them. If the possessions are sold, Landlord will apply the money to Tenant's rent. Landlord will not be held financially responsible to Tenant for disposing of any of Tenant's possessions or furniture.
3. Tenant does not leave at the end of the lease period. Tenant will pay Landlord a fee of **fifty** (\$50.00) dollars day if Tenant does not leave the leased property at the end of the lease.

44. 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 until the property is leased again;
- 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 other costs that Landlord suffers as a result of Tenant breaking the lease.
- e) The rent for the months of November, December, January and February if the lease is broken during any of those months.

45. 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 property;
- 3) hire an attorney to start a court eviction action. Tenant agrees to pay Landlord all attorney's fees and court cost;
- 4) start eviction action without an attorney. Tenant agrees to pay Landlord the sum of one hundred dollars (\$100) as collection costs if Landlord takes Tenant to court;
- 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.

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 to 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. 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.

48. LEAD BASED PAINT NOTICE

The Residential Lead-Based Paint Hazard Reduction Act says that any landlord of property built before 1978 must give the tenant an EPA pamphlet titled *Protect Your Family from Lead in Your Home*. The landlord also must tell the tenant and the Agent for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the tenant how the Landlord knows the lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any landlord of a pre-1978 structure must also give the tenant any records and reports that the landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multifamily housing. The Act does not apply to housing built in 1978 or later.

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

A. Landlord initial one:

_____ Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the Property; OR

_____ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant my other information Landlord has about the lead-based paint and lead-based paint hazards.

B. Landlord initial one:

_____ Landlord has no reports or records about lead-based paint or lead-based paint hazards at the Property; OR

_____ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards at the Property. List records and reports: _____

C. Tenant initial all that are true:

_____ Tenant received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ Tenant received all records and reports that Landlord listed in paragraph (B) above.

_____ Tenant read the information Landlord gave in paragraph (A) and (B) above.

49. **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 ADDED CLAUSES, OR HOUSE RULES, IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT.

NO AMENDMENT OR CHANGE TO THIS LEASE IS BINDING UNLESS IT IS IN WRITING AND SIGNED BY BOTH PARTIES.

Tenant

Landlord

Tenant

Tenant

Tenant

Date

REV. DATE 04/09/14