



JA/LEX Real Estate Services

128 East King Street, Suite A

Shippensburg, PA 17257

(717) 477 – 9326 Office

(717) 477 – 9327 Fax

This lease will end on:

Residential Lease Agreement

This is a lease.

The Landlord is:

The Tenant(s) is / are:

The rented property is:

The Landlord and the Tenant(s) are legally responsible to follow the terms of this Lease. The Landlord and Tenant(s) understand that this is a legal contract, and may seek an attorney's opinion before signing it.

1. **TERM OF LEASE:** this lease will begin on or about _____, and end at midnight on _____.
Renewal Term. (check one)
 If the Tenant(s) continue to occupy the property after the Lease ends and the Landlord agrees to the continued occupancy, this Lease will continue on a _____ basis. In any event, the Tenant(s) must give Landlord (60) days notice to end the Lease at any time. *Tenant(s) may only end the Lease at the end of a calendar month.*
 This lease will TERMINATE on the end date unless extended in writing.
2. **ENDING THE LEASE EARLY:** Tenant(s) may end this Lease and move out of the property before the End Date of the Lease or any Renewal Term only with written permission from the Landlord, and only if:
 - a. Giving Landlord at least (60) days written notice, AND
 - b. Tenant pays Landlord a termination fee of _____ (2 month's rent if not specified), AND
 - c. Tenant continues to pay all rent until the End Date of the Lease, or any renewal terms, or until a new tenant is approved by Landlord and a new lease takes effect, whichever happens first.

If either Landlord or Tenant(s) fail or refuse to do anything required by this Lease, then that party has broken the lease and the other party may enforce this lease according to Pennsylvania law. This could include ending the Lease early and (or) suing the party that failed to perform for losses and damages.

 - d. **Abandonment** – If Tenant abandons property while rent is due and unpaid, Landlord has the right to take possession of the property immediately and rent the property to another Tenant. Any of Tenant's personal property remaining will be considered to be abandoned property. Landlord will have the right to remove and dispose of any abandoned property in a manner determined by Landlord. Tenant will pay for the cost of removal and disposal of abandoned property.
3. **BREAKING THE LEASE:** Tenant(s) have broken the lease if Tenant(s):
 - a. Fail to pay rent when it is due, or
 - b. Fail to pay the Landlord any other sum when it is due, or
 - c. Break any provision of this lease, including the Rules and Regulations, or
 - d. Move themselves or their possessions from the premises before paying the Landlord all charges due to the end of the Lease, or
 - e. Fail to move themselves or their possessions from the premises *at the end of the lease*, or
 - f. Do any act which is not allowed in this Lease, or
 - g. Not do any act which is required in this Lease, or
 - h. Do any act on the premises which is against any local, state or federal law.
4. **LANDLORD'S REMEDIES:** IF Tenant(s) break the lease, Landlord may, in addition to any other remedies allowed by law:
 - a. End this lease. Landlord is not required to give any notice written or otherwise before starting any legal action to have Tenant(s) evicted for breaking the Lease for any reason.
 - b. Demand immediate payment in full for all charges, including but not limited to: rent due, additional rental and charges reserved for the remainder of the unexpired lease term, late fees, damages, filing fees, attorney's fees, and *two month's rent as additional (liquidated) damages.*
 - c. Have the courts take the Tenant(s) property and sell it to pay any debts owed by Tenant(s) to the Landlord.
 - d. Sue Tenant(s) for additional damages, costs, expenses and reasonable attorney's fees.
5. **RENT:** The amount of the rent is _____ each month. The amount of the rent for the entire term of the lease agreement is _____. Tenant(s) agree to pay the monthly rent in advance by the first day of each month. If not paid by the fifth day of the month, Tenant(s) agree to pay Landlord \$50.00 for added administrative costs, expenses and damages. Tenant(s) understand that the monthly rent is due by the first of each month even though Tenant(s) will not receive a bill or invoice. Landlord does not have to ask Tenant(s)

Tenant(s) _____

Landlord _____

to pay rent (MAKE DEMAND ON). Tenant(s) agree that the rent is not considered paid until it is received by Landlord personally or delivered to Landlord's address by pre-paid first class mail. The postmark is considered the date received, if mailed.

6. **SECURITY DEPOSIT:** Tenant(s) will pay a security deposit of _____ to Landlord. Landlord will hold the deposit as security for:
- Payment of rent,
 - Payment of any other sum due from Tenant(s) to Landlord,
 - Charged for damages caused by Tenant(s), Tenant(s) families or Tenant(s) guests,
 - Performance of this lease.

Tenant(s) understand that Tenant(s) may not apply the deposit against rent or any other sum due to Landlord. Tenant(s) will pay the rent by the first of each month.

Landlord will refund the deposit, less any sum due on Tenant(s) account, only on the following terms:

- By check payable to all persons signing this lease agreement, and
 - After Tenant's leave the property and return all keys, and
 - After Tenant(s) give the Landlord their forwarding street address in writing, and
 - Within (30) days of the ending of this Lease agreement.
7. **POSSESSION:** Tenant(s) agree that if Landlord cannot give Tenant(s) possession because a previous Tenant has not moved out when their lease has ended, or because of any reason beyond the reasonable control of the Landlord, Tenant(s) will not hold Landlord responsible for damages. However, Landlord will not charge rent until Landlord gives substantial possession. All other terms of this Lease will remain in effect.
8. **USE OF PROPERTY:** Tenant(s) agree to use the property only for the principle residence of Tenant(s) and those listed on the Landlord's Rental Application. Tenant(s) agree not to do or permit any act or practice which:
- injures or has the potential of injuring the building or anyone on or about the property,
 - disturbs other residents or neighbors of the property,
 - adversely affects the insurance of the property, or
 - is against any local, state or federal law or regulation.

9. **CARE OF THE PROPERTY:** Tenant(s) will not misuse or mistreat any part of the Landlord's property, including appliances and common areas. Tenant(s) further agree to:
- Give notice to Landlord, in writing, of the need for any repairs. Landlord will make necessary repairs to the property within a reasonable period of time.
 - Tenant(s) are responsible for, and will take good care of, the leased property and all of the property in and around the leased property. Tenant agrees to pay for any damage caused by Tenant(s), Tenant(s) family and Tenant(s) guest. Tenant agrees to turn over possession of the leased property to landlord when the lease ends.
 - Leave the property, including appliances and floor coverings, clean when moving out. Tenant(s) will pay for removal and disposal of any items of Tenant(s) left in or on the property.
 - Tenant(s) agree to pay for any routine maintenance or repairs required at the property that is the result of Tenant(s) actions, such as clogged drains and commodes, torn window screens, and similar jobs. If Landlord, his agent, or contractor, performs any work at the property as the result of Tenant(s) actions, Tenant(s) may be responsible for the entire cost of these repairs as additional rent due, payable no later than the first day of the next month. It is expressly understood and agreed that any appliances are provided for Tenant(s) convenience only, and Landlord is not required to make repairs even if the cause of the repair is of no fault of the Tenant(s). This does not mean that the Landlord will not make repairs, but the Landlord is not required to do so. Please submit any requests for repairs in writing.

10. **DAMAGE BY FIRE:** If the property is damaged by fire or other mishap, Landlord will repair the damage within a reasonable amount of time. Rent will continue unless the damage makes the property uninhabitable. If the property becomes uninhabitable, Tenant(s) may move out and end this lease. Tenant(s) must first pay all rent and charges due to the date the property is surrendered.

11. **INSURANCE:** Landlord may insure the property against fire and other casualty, including liability coverage for injury or damage occurring within the common areas of the property. Landlord is **not** responsible for loss or damage to Tenant(s) possessions on or about the property. Tenant(s) are advised to obtain a "Renter's Insurance Policy" for Tenant(s) protection against loss and liability.

12. **PRIORITY OF LEASE:** The Landlord may now, or at some time in the future place a mortgage against the property. Tenant(s) rights or possession in this Lease are subject to any such mortgage lien, including extensions or renewals. Tenant(s) agree, upon Landlord's request, to sign any document evidencing such priority of the mortgage holder's rights over the Tenant(s). If Tenant(s) refuse, Landlord may do so in the name of the Tenant(s). If Property is sold during tenancy: 1) Landlord has the right to terminate the lease, if the Landlord gives at least ___ days notice. Tenant is not entitled to any payment of damages. 2) Landlord may transfer lease, including Tenant's security deposit and advanced rent, to the new Landlord and will give tenant written notice of the new Landlord's name, address and phone number, if known. 3) Landlord's responsibility to Tenants and this lease ends when property has been sold and lease transferred to the new Landlord.

13. **TRANSFER AND SUBLETTING:** Tenant(s) will not transfer or sublet this Lease without first obtaining the written consent of the Landlord. Before transferring or subletting, Tenant(s) must:
- make a written request to the Landlord, and
 - submit, on Landlord's Rental Application, information on the new Tenant(s), and

Tenant(s) _____

Landlord _____

c. pay a processing fee of \$150.00
 It is understood that Landlord will not unreasonably withhold approval of the transfer or subletting. Landlord will return \$125.00 of the \$150.00 processing fee if approval is withheld.

14. UTILITIES AND SERVICES: Landlord and Tenant(s) are responsible to pay the utilities / services as follows:

| <u>Charge or service</u> | | |
|--------------------------|----------|--------|
| Cold Water | Landlord | Tenant |
| Hot Water | Landlord | Tenant |
| Sewer | Landlord | Tenant |
| Trash | Landlord | Tenant |
| Electric | Landlord | Tenant |
| Gas | Landlord | Tenant |
| Heat – type _____ | Landlord | Tenant |
| Rental License | Landlord | Tenant |
| Recycling Fees | Landlord | Tenant |
| Renters insurance | Landlord | Tenant |
| Lawn Care | Landlord | Tenant |
| Snow removal | Landlord | Tenant |
| Pest control | Landlord | Tenant |

Utilities and municipal services billed in the Landlord's name which are the responsibility of Tenant:

Tenant(s) will pay for utilities and such municipal services, including late fees and penalties caused by Tenant(s) late payment, within (7) days of billing by Landlord. All such fees are considered rent.

Tenant(s) are responsible for telephone and cable service. Landlord is responsible for maintenance of all other systems that belong to Landlord. Landlord is not responsible for failure to provide heat, hot water, or other utilities or services if failure to provide them is reasonably beyond the control of the Landlord. Any repairs needed to maintain utility systems in working order, where systems belong to the Landlord, will be performed in a reasonable period of time after the Landlord receives a written request from the Tenant(s) for such repairs.

Landlord has the right to temporarily turn off any utility service to the leased property in order to make repairs or do maintenance.

15. GOVERNMENTAL POWER OF EMINENT DOMAIN

Eminent domain is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government. If all or any part of the leased property (or the building within which the leased property is located) is taken by eminent domain, this lease will end automatically. Landlord and tenant agree to release each other from any responsibility because leased property is taken by eminent domain and the lease has ended.

16. ENTRY BY LANDLORD: Landlord or anyone allowed by Landlord has the right to enter the property at reasonable times for the purpose of:

- a. Inspecting the property,
 - b. Making repairs or alterations as needed,
 - c. Enforcing this lease,
 - d. Showing the property to prospective purchasers or tenant(s), lenders, contractors or insurers.
- Landlord will give 24 hours notice for entry, when possible.

17. BAD CHECKS: Tenant(s) will be charged a \$40.00 fee for any check returned to Landlord because of "INSUFFICIENT FUNDS", because the account has been closed, because there is a technical defect in the check, or for any other reason. *In addition*, Tenant(s) will be responsible for any and all charges incurred by Landlord from Landlord's banking institution because of a bad check. Upon receipt of a returned check, landlord reserves the right to refuse payments by check and require all future payments to be in cash, certified funds, or by money order.

18. RULES AND REGULATIONS: Tenant(s) agree that they, their family and guests will obey the Rules and Regulations attached to and made a part of this Lease.

19. NON-WAIVER OF REMEDIES: Tenant(s) agree that if Landlord accepts rent or any other charges after they are due, or if Landlord does not insist on the strict performance of any other terms of this Lease, this will not be considered a waiver of the right to insist on the strict performance of any term or condition of this Lease in the future. Landlord may selectively and inconsistently, for any reason, enforce or waive remedies available to Landlord without establishing future policy.

20. JOINT AND SEVERAL LIABILITY: Tenant(s) understand and agree that this Lease Agreement and all of its provisions may be enforced against all Tenant(s) who sign it. Landlord may inconsistently and selectively enforce any part of the entire Lease against any Tenant individually or against any combination of Tenants together.

Tenant(s) _____

Landlord _____

THIS IS A JOINT AND SEVERAL LEASE. THIS MEANS THAT ALL THE TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL ARE RESPONSIBLE TO LANDLORD FOR ALL OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID, LANDLORD CAN SUE ALL OF THE TENANTS (JOINTLY) FOR ANY UNPAID RENT, OR LANDLORD AND BRING SUIT AGAINST ANY ONE TENANT SEPARATELY (SEVERALLY) FOR ALL OF THE UNPAID RENT.

21. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT:

Signed and agreed to this _____, day of _____, 2011, intending to be legally bound:

(TENANT) date _____

(TENANT) date _____

(TENANT) date _____

(TENANT) date _____

(TENANT) date _____

(TENANT) date _____

(LANDLORD) date _____

DISCLOSURES

Any security deposit tendered as part of this Lease agreement will be deposited and held, pending consummation or prior termination of the Lease Agreement, in Landlord's account at Orrstown Bank, East King Street, Shippensburg, Pa 17257

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS and MOLD INFORMATION

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. Tenant has reviewed all information listed above and has received the pamphlet "Protect Your Family From Lead in Your Home".

Mold Information and Release: In recent years concern has grown over levels of mold spores in residences. At present there are not federal or state standards for what constitutes excessive levels of mold spores in residences. The US Environmental Protection Agency has said the following concerning molds: "Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture'. Landlord has taken steps to help prevent water penetration in the home. These steps include installation and maintenance of roofs, gutters and downspouts, weather secure exterior doors and windows; and other related actions. Moisture that occurs naturally in the atmosphere or through or because of the action or inaction of the Tenants is the responsibility of Tenants. To prevent mold growth in the home, the Tenant must take certain steps to properly manage and maintain the property. These steps include; proper use of windows, doors, dehumidifiers, plumbing components; cleanup of leaks, spills and overflows; immediate notification to Landlord of leaks or other malfunctions of those items that are Landlord's responsibility. Tenants with known respiratory sensitivity, or with prior reactions attributed to molds, must use care in the selection of living space with the maintenance of moisture controls for that space. Landlord is not responsible for Tenants hypersensitive reactions to naturally occurring mold levels not resulting from Landlord's failure to maintain or repair those parts of the moisture control components of the home which are the responsibility of Landlord.

IN CONSIDERATION OF THE LANDLORD TAKING THE STEPS AS OUTLINED HEREIN, LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, CLAIMS OR LOSSES INCURRED BY TENANT ARISING OUT OF OR RELATING TO MOLD OR ANY OTHER FUNGUS OR AGENT THAT MAY BE ASSOICATED WITH ALLEGED DEFECTS IN THE

Tenant(s) _____

Landlord _____

HOME, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGES, PERSONAL INJURY, EMOTIONAL DISTRESS, DEATH, AND TENANT HEREBY RELEASES LANDLORD FROM SAME. THIS MEANS THAT TENANT SHALL NOT SEEK TO HOLD LANDLORD RESPONSIBLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES WHATSOEVER CAUSED BY MOLD OR ANY OTHER AGENT, EVEN IF IT RESULTS FROM A DEFECT, LATENT OR OTHERWISE, IN THE BUILDING.

Rules and Regulations

1. Tenant agrees to obey all rules and regulations for the leased property. If tenant violates any rules or regulations for the leased property, then tenant violates this lease and is subject to an additional \$50 administrative charge per lease violation.
2. Tenant is responsible for all Borough or Township codes, regulations, and recycling programs if applicable. Any violation charges, due to failure to abide with the regulations or codes, will be paid by tenant as additional rent due. Exterior of property must be clean and free of debris. Any trash that is left on the grounds, porches, and balconies or in the hallways will be removed and the tenants responsible for the trash will be charged at the rate of \$10 per item or a minimum charge of \$25.
3. **NO NOISE:** Tenant shall observe "quiet hours" between the hours of 10:00 p.m. and 8:00 a.m. daily. Tenant(s), including Tenant(s) family and guests, will not do anything or make any noise or conduct themselves in any way that interferes with the rights, comforts or conveniences of any other resident or neighbor. Musical or sound reproducing instruments or singing within the property will be inaudible outside the property between 10:00pm each night and 8:00am the following morning.
4. **No beer kegs will be permitted in or around the leased property.**
5. **NO PETS:** No pets of any kind shall be kept at the Landlord's property without the Landlord's prior written consent. This includes pets belonging to the Tenant(s) and to others, for any period of time. If any pet is kept by Tenant(s) without Landlord's permission, Tenant(s) shall pay as additional rent the sum of \$50.00 per pet per month for each full or partial month, retroactive to the beginning date of the lease. **This payment does not mean that the Landlord must allow pets.**
6. **NO SMOKING inside the rented property.**
7. **ADDITIONAL PERSONS:** In the event that additional persons not listed on Landlord's Rental Application shall live in the property, a fee of \$50.00 per person per month for each full month or partial month, retroactive to the beginning date of the lease shall be due from Tenant(s). **This does not mean the Landlord must allow additional Tenant(s).**
Tenant agrees that tenant will not allow more than _____ people to occupy the leased property without the written permission of landlord (MAX OCCUPANCY). Tenant shall have a right to invite to the leased property, for a reasonable period of time (not to exceed fourteen days without the written consent of landlord) guests, family, or visitors so long as his obligations as a tenant under this lease are observed. Occupancy limits shall be limited to the person(s) named on the lease agreement. Local ordinances provide for over-occupancy which constitutes a zoning violation, which may be subject to fines and/or criminal punishment. Tenants are specifically advised of the existence of this ordinance and should any violation occur or be alleged to have occurred, tenants agree to pay all fines, court costs and attorney's fees associated with such violation or alleged violations whether a conviction results or not.
7. **COMMON AREAS:** Hallways, walkways, stairs, storage areas, landings and entryways shall be used only for access to and from Tenant(s) dwelling. Tenants will not use these areas for children's play areas. Tenant(s) shall keep those areas clear of bicycles, waste receptacles, toys and other items at all times. Attics, basements, and garages are not for tenant's use unless permission is given to tenant by landlord in writing.
8. **NO WATERING LAWNS:** Watering lawns or filling pools by using Landlord's facilities is not allowed.
9. **NO WASHING CARS:** Washing cars using Landlord's facilities is not allowed.
10. **CONDITIONS OF DWELLING:** Tenant(s) shall keep the dwelling in good and sanitary condition at all times. Tenant(s) will follow check-out procedures and acknowledge receipt of "Check-out Procedure Checklist". If the leased premise is not cleaned when you take possession, please notify Landlord immediately and we will have the unit cleaned. **DO NOT CLEAN IT YOURSELF.** We will not reimburse you for cleaning and you will still be responsible for following the "Check-out Procedure Checklist" when you vacate. *In the event that conditions of the apartment result in Landlord's having to contact and contract for the services of a licensed pest control company the Tenant(s) will be fully responsible for the cost of such service to be payable as additional rent.*
11. **LIGHT BULBS:** The light bulbs on the porches and balconies are put there for safety purposes. They are the property of the landlord and are not to be removed or replaced with another color bulb. If they are unscrewed, removed, or replaced with an off-color bulb it will be replaced and tenants will be charged \$5.00 PER BULB, PER OCCURANCE. Resident shall furnish all light bulbs.
12. **SMOKE DETECTORS:** Tenant shall not disable the smoke detectors or other fire warning or fire protection devices. Tenant shall notify landlord immediately if a smoke detector or fire warning or protection device is not in working order. Any false alarms caused by tenant which result in charges or fees to the landlord, will be paid by tenant as additional rent due. Tenant shall inspect the smoke detector monthly and is responsible for the malfunction of smoke detectors whether as a result of weak, defective, or inoperable batteries or otherwise. Should resident fail to keep a charged battery in the detector or permit the smoke detector to be damaged in any way, tenant shall be charged the sum of \$15 per smoke detector, per occurrence. Tenant shall also be responsible for care and maintenance of fire extinguisher. The extinguisher will be charged when resident moves in and must remain charged during tenancy and upon vacating. If for some reason the fire extinguisher is discharged, tenant must make arrangements with landlord to recharge it. The cost of recharging or the replacement of the extinguisher will be billed to all residents of the unit unless it has been used to put out a fire. All fires, however minor, must be reported to the landlord.
13. **LOCKS:** Tenant(s) shall not change or install additional locks without the written permission of Landlord. A damage fee of \$50.00 per lock will be charged for any keys not returned at the end of the lease. Absolutely no additional locks of any kind may be installed. If you wish to have a deadbolt installed, we will arrange for it, with a charge to the tenant which includes installation, labor, keys, materials etc., for approximately \$75 per lock. Each tenant will receive one key upon receipt of required rent and security deposits and upon lease being signed. Lost keys will result in a \$5 charge.
14. **HEATERS:** Tenant must immediately contact landlord if the heat source fails. Tenant agrees to maintain a minimum temperature in property of 55°F, and if heat is provided by landlord, a maximum temperature of 70°F. Service dates will be from October 15 through

Tenant(s) _____

Landlord _____

May 15 if landlord provides heat. Any freezing of pipes will be the responsibility of the Tenant. Tenant agrees not to use kerosene heaters or electric space heaters, or any other portable heaters without the prior written consent of landlord. Tenants are responsible for service calls resulting in re-lighting of pilot lights and (or) empty fuel tanks.

15. **TOXIC, HAZERDOUS AND FLAMMABLE SUBSTANCES:** Tenant(s) shall not store or permit to be stored on the property any toxic, hazardous or flammable substances.
16. **NO WATERBEDS:** Tenant(s) will not have waterbeds on the property without the prior written permission of Landlord. If allowed to have a waterbed, Tenant(s) remain responsible for any and all damage caused by Tenant(s) waterbed. In addition, Tenant(s) will maintain a waterbed owner's insurance policy, naming Landlord as additional insured.
17. **PARKING, AUTOMOBILES:** AT NO TIME ARE MOTOR VEHICLES OF ANY TYPE ALLOWED ON THE GRASS, PORCHES, OR SIDEWALKS. All cars in the parking lot must be currently licensed and inspected. All cars that are not will be towed away at tenant's expense. No repairing of vehicles on the property will be permitted, including changing oil. Parking is provided for tenant's convenience only and is not guaranteed.
18. **Tenant shall not go upon the roof of the building within which the leased property is located and shall not enter any area clearly designated as being closed to tenants and others.**
19. **UTILITY SERVICES:** Tenant shall pay a service charge of \$15.00 for any utility bill received by Landlord which is to have been placed in Tenant's name at lease start.
20. Tenant agrees not to install any air conditioning units in the leased property without the written consent of landlord. No window awnings or umbrellas shall be installed in the leased property without the prior written consent of Landlord. Tenant shall not place or permit to be placed or stored, items on any windowsills, ledges, or balconies and shall not hang laundry or other items from the balconies, windows and common areas. No radio or television reception devices such as antennas and satellite dishes shall be installed upon the leased property or in the common areas around the leased property without written permission of the Landlord.

Tenant(s) _____

Landlord _____

Check In-Check Out Procedure Checklist

1. Tenant(s) must give Landlord (30) days written notice to vacate *any time*. If Tenant(s) are ending the Lease before it's ending date, Tenant(s) must follow the procedures in Item #2 of the Lease
2. Tenant(s) must leave the property, including all appliances, floors, windows and fixtures, clean when leaving. Tenant(s) will be charged at a rate of \$25.00 per hour for all required cleaning, accepting:
 - a. Stove / oven \$75.00
 - b. Refrigerator \$52.50
 - c. Microwave \$25.00
 - d. Dishwasher \$50.00

If the condition of the property results in Landlord having to contact and contract for a licensed pest control service Tenant(s) will be responsible for the cost / fees associated with those services.

3. Tenant(s) will be charged for removal and disposal of any items left behind as follows:
 - a. Mattress / box springs 25.00 each
 - b. Refrigeration appliances 50.00 each (including refrigerators, freezers and air conditioners)

All other items will be disposed of and Tenant(s) will be charged at \$50.00 per hour, plus mileage at \$1.00 per mile to and from the dump site, plus any dumping fees incurred.

4. Tenant(s) are responsible for all light bulbs and fluorescent tubes. Tenant(s) will pay \$5.00 each for light bulbs and three (3) times materials cost for fluorescent tubes missing or not working at the end of Lease. Landlord is responsible for repair or replacement of light fixtures unless such repair or replacement is caused by Tenant(s) misuse or Tenant(s) tampering of fixtures.
5. Tenant(s) will pay \$10.00 for each missing battery in any fire prevention, protection and warning devices. Tenant(s) will pay \$25.00 for replacement of any missing fire prevention, protection or warning device, or those with missing covers.
6. Tenant(s) will pay \$50.00 for replacement of any lock which has been changed or altered without Landlord's written consent. Tenant(s) will pay \$50.00 for replacement of any lock if *all* keys have not been returned.
7. Tenant(s) will pay for any repairs necessitated by Tenant(s) use of the property, excepting normal wear and tear. Repairs will be billed at \$25.00 per hour, unless the services of any outside contractor, electrician or plumber is required, in which case Tenant(s) will pay actual costs billed to Landlord, plus \$25.00 service charge.
8. Tenant agrees to give landlord a self-addressed, stamped envelope with a written forwarding address when tenant leaves and the lease ends. Failure of tenant to provide the landlord with a new address shall relieve the landlord of any responsibility to return the security deposit.
9. All keys are to be left on the kitchen counter and doors left un-locked.
10. All floors must be cleaned and free of spots. Carpeting may be professionally shampooed at tenant's expense.
11. Stove, refrigerator, exhaust fan, windows and bath must be thoroughly cleaned. Refrigerator must be defrosted and set to the lowest setting.
12. All light fixtures, doors and cupboards must be clean. All light bulbs, smoke detectors and fire extinguishers must be in working condition.
13. Insides of windows must be washed.
14. All personal effects, food and trash must be removed.
15. ONLY ONE CHECK WILL BE SENT WITH ALL TENANT'S NAMES unless a forwarding address sheet with all the tenants who are supposed to receive separate checks for security deposits is filled out before lease termination.
16. All damages above excessive wear and tear will be charged to your security deposit. Also, failure to follow any of the above rules will result in deductions of this deposit.
17. ALL UTILITY BILLS MUST REMAIN IN TENANT(S) NAME, INCLUDING ELECTRIC BILLS, UNTIL YOUR EXACT LEASE EXPIRATION DATE. AT NO TIMES DURING YOUR LEASE SHOULD ANY UTILITIES BE DISCONNECTED. ELECTRIC CANNOT BE DISCONNECTED OR PUT INTO ANOTHER NAME AT ANY TIME PRIOR TO THE DATE YOUR LEASE EXPIRES. IF, DURING THE TIME OF YOUR RENTAL AGREEMENT, UTILITIES ARE TAKEN OUT OF YOUR NAME, A \$50 CHARGE WILL BE ASSESSED.
18. Tenant agrees to vacate the premise at the ending date of the lease, as stated in Section 3. If tenant leaves any personal property behind or does not vacate the premises on the expiration date, the entire security deposit may be forfeited
19. If you have oil heat, the fuel tank must be filled to the same level when leaving as it was at the start date of Lease.
20. **DISPOSAL OF TRASH AT LEASE END:** Tenant(s) is responsible for trash disposal and removal at Lease end.
 - a. For units in which Landlord includes trash – Tenant(s) are not to "fill up" the dumpster upon move out. In this case Landlord may charge Tenant(s) a \$100.00 for the expense of arranging for an additional trash pick-up.
 - b. For units in which Landlord does not include trash – Trash pickup pick-up and removal is the responsibility of the Tenant(s). Pick-up will be scheduled prior to move out. Any trash remaining will be disposed of by the Landlord with the Tenant(s) charged \$25.00 per hour, plus mileage at \$1.00 per mile to and from dump site, plus any dumping fees uncured.

-Tenant(s) are advised to inventory the property before leaving to minimize deductions to the security deposit. It is advised that Tenant(s) arrange a walk-through with the Landlord prior to leaving to identify potential charges, and to allow Tenant(s) time to correct deficiencies to avoid charges.

-List all deficiencies on rear of this sheet or attach a separate sheet within (3) days of move-in:

-Tenant(s) acknowledge receipt of this Check-Out Procedure Checklist and understand their responsibilities there under.

Tenant(s):

| | | | |
|--|-------------|--|-------------|
| | Date: _____ | | Date: _____ |
| | Date: _____ | | Date: _____ |
| | Date: _____ | | Date: _____ |

Tenant(s) _____

Landlord _____

Move-in/Move-out Policies and Procedures for Tenants

1) THIS IS A JOINT AND SEVERAL LEASE, Each tenant is responsible independently and all are responsible together for the terms of the lease.

2) Security deposit is due in full at lease signing.

3) First and Last month’s rent is due on or before lease start date.

4) No tenant will be allowed to take possession of the unit until rent has been received in full for first and last month of the term of the lease, **and** a move-in walkthrough has been completed with the Property Manager (or other licensed agent), **and** tenants provide proof that the utilities have been placed in the tenants name. (keys will not be given until this criteria is met)

5) At lease end, no security deposit will be returned until **ALL** keys have been returned, **and** a move-out walkthrough has been completed with the Property Manager (or other licensed agent), **and** self- addressed, stamped envelopes have been provided for each tenant.

By signing this form I acknowledge understanding and acceptance of these terms.

| | |
|--------|------|
| Tenant | date |
| Tenant | date |
| Tenant | date |
| Tenant | date |

Tenant(s)_____

Landlord_____