

Lease Agreement

1. DATE AND PARTIES

This agreement, dated _____, is between **Michael Lynch**, herein after called the Lessor, and _____, hereinafter called the Lessee.

2. RENTED PROPERTY

The Lessor hereby rents: _____ to the Lessee to be used as a residence for no more than _____() person(s) and for no other purpose.

3. TERM OF AGREEMENT

This lease begins on _____ and continues for _____months, & ends on _____.

4. RENT

Lessee agrees to pay rent in equal monthly installments of \$ _____. Rent can be delivered by mail, electronic payment, or in person, so that the Lessor receives **ACTUAL DELIVERY OF PAYMENT ON OR BEFORE THE FIRST DAY OF EACH MONTH**. A late charge of **5%**, is due **AFTER THE FIRST (1st) DAY** of the month, and **10%**, **AFTER THE FIFTH (5th) DAY** of the month, will be paid by the Lessee when the rent is paid. The late charge applies to the entire outstanding balance.

Lessee agrees to pay a \$65.00 charge for bounced checks or funds returned by the bank for any reason, in addition to any late fees or court costs the lessor incurs. If a Lessee pays rent late more than two times during the lease, it shall be considered a default of the lease.

The **total** rent for the term of this lease is: \$ _____.

5. RENTAL PAYMENTS

My preferred payment method is by Zelle Pay rent directly from your bank using **Zelle**. *It's free!*

Send rent payments to me at Zelle using my email: mike@mikelynychphoto.com

If your bank or credit union doesn't have Zelle on their website, you **can** still set up payment from your bank or credit union.

Go to <https://www.zellepay.com/>

If you want to use other rent payment methods, please contact me.

6. FURTHER FINANCIAL OBLIGATIONS

In addition to promises made elsewhere, Lessee & Lessor agree to assume responsibility for the following charges as indicated below. Lessee will pay for all utilities unless otherwise specified. Any extra charges payable to the Lessor are due at the time rent is due. All financial obligations are subject to the late fees if not paid when due.

	LESSEE WILL PAY	LESSOR WILL PAY
1. Heat	()	()
2. Water / sewer	()	()
3. Hot water	()	()
4. Internet	()	()
5. Cooking gas	()	()
6. Electricity	()	()
7. Cable Television	()	()
8.		

Other charges & obligations: _____

7. SECURITY DEPOSIT

The Lessee has deposited \$ _____ with the Lessor as security for unpaid rent and damages caused by the Lessee during the tenancy. This deposit will be administered by the Lessor in accordance with all applicable state and local laws. The Lessor will retain the deposit until the end of the lease term or the Lessee's vacating the premises. The balance, after charges, will be refunded within sixty (60) days, provided the Lessee gives the Lessor an address to send the refund.

Be sure to initial each page: _____

8. INABILITY TO GIVE ACTUAL POSSESSION

If the Lessor is unable to give the Lessee actual possession of the rented property at the beginning of the lease term for any reason not attributable to the Lessee, the Lessee has the choice of:

- a. Terminating this lease and recovering rent, deposits and other consideration already paid or
- b. Delaying acceptance of actual possession until the Lessor is able to give it. In this case, the Lessee is not liable for the rent during the time he is denied possession. The Lessee maintains the option to terminate this agreement any time until actual possession is given. In no case will the Lessor be held liable for failure to provide actual possession if the circumstances are beyond the Lessor's control.

9. LEASE RENEWAL

At the end of the specified term, the Lease will continue on a **year to year** basis. Each party agrees to give the other party at least two **(2) months notice** before canceling, quitting or changing the terms of the lease, such as a rent increase or ending the lease. (More than 2 months notice is always welcomed.)

10. FIRE AND CASUALTY DAMAGE

If the dwelling unit or premises are damaged or destroyed by fire or casualty to the point that the use of the premises is substantially impaired, the Lessee must vacate the part rendered unusable, in which case the rent will be reduced in accordance with the reduction in fair rental value of the property. If continued occupancy is not permitted by the Philadelphia Code, the Lessee may immediately vacate the premises, and notify the Lessor in writing within 24 hours, in which case the lease terminates as of the date of vacation. In such case, the Lessor must return all deposits and prepaid rent. Nothing in this clause relieves either party of liability arising as a result of negligence.

11. TENANT'S INSURANCE

Lessor is not responsible for any damage to the Lessee's property. For that reason, Lessee **must** obtain insurance to protect their personal property. Lessee is in breach of the lease if he fails to obtain personal property insurance. Regardless of anything stated in this lease, the Lessee releases the Lessor from any injury, loss or damage to personal property or persons from any cause. This release is effective unless the loss, injury or damage was due to the gross negligence of the Lessor, their agents or employees.

*** Note:

Lessee shall add the Lessor as a co-insured party on their insurance policy and shall deliver a copy of the policy to the Lessor on or before moving-in.

12. CONDEMNATION

If the whole or any part of the leased premises is taken by any authority having power of condemnation, the Lessee shall peaceably surrender possession, and the lease terms may change or be voided, in accordance with the guidelines of section 11. Treat the part of the property taken as though it were destroyed by casualty. This also applies if a sale or transfer of the property is made in lieu of, to settle, or to avoid condemnation proceedings.

13. SUBLEASING AND ASSIGNMENT

The provisions of this lease are binding upon assigns or successors of either party, provided only that the Lessee may not assign or sublet this lease without the Lessor's permission. The Lessor may not withhold such permission unreasonably. No sublease term may extend beyond the term of this lease. Any damage or loss caused by any Sub-lessee shall become the responsibility of the Lessee under this lease if sub-lessee defaults. Sub-lessees are subject to the same requirements and obligations as the original lessee.

14. SALE OF PREMISES

- a. Upon sale of premises, Lessor will give written notice to Lessee indicating the name, address, and telephone number of new owner, as well as the new procedure for paying the rent, if any. Once the Lessor conveys the property in good faith to a purchaser, he is relieved of liability under this lease for events after this notice is sent and the conveyance is made.
- b. Lessor agrees to protect the Lessee's interests in any sale of the premises and to require any new purchaser to assume all the obligations of this lease. Notwithstanding clause (a.) above, failure to do so makes Lessor liable for damages the Lessee may suffer as a result.

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15. RULES & REGULATIONS

- a. **PETS ARE PROHIBITED AT ALL TIMES.** If a pet is found on the premises, the Lessee will be charged **\$500.00** and will be required to immediately remove the pet from the premises. If the pet is not removed from the premises, the Lessee will be subject to all other rights and remedies available to the Lessor at law or in equity.
- b. **Lessee (and all guests) will not smoke** cigarettes, pipes, cigars nor **any other materials** inside the building and will not discard cigarette butts on the lawn or sidewalks around the building.
- c. The following are also prohibited: kerosene heaters, waterbeds, woks, & "street furniture" *.
(*Warning! Furniture found on curbs or outside may be infested with bed bugs)
- d. Lessee will comply with all obligations imposed on Lessees by building and housing codes.
- e. Lessee will **place their own trash** on the curb for weekly collection.
City ordinance requires that trash not be placed on curb before 7pm on the night before regular collection day or 6pm in winter.
- f. Lessee will use reasonably all electrical, plumbing, sanitary, heating, or other facilities.
- g. Lessee will keep the parts of the building that he occupies or uses as clean and safe as conditions permit.
- h. Lessee will not paint, make alterations, or attempt repairs to the property without Lessor's permission.
- i. Lessee will not negligently or deliberately destroy, deface, damage, impair or remove any part of the premises.
- j. Lessee will conduct themselves in a manner that will not disturb other people.
- k. Lessee will not conduct any unlawful activities on, or from, the premises.
- l. Lessee will be responsible for the behavior of their friends, guests, and anyone on the premises with their permission.
- m. Once the lease has terminated, the Lessee will remove all belongings and leave the apartment in a clean condition.
Any belongings left in the unit after the Lessee has vacated or has been evicted are to be considered as abandoned.
Lessor may dispose of abandoned property in any manner without notice to Lessee .
Lessee must pay for Lessor's costs for disposal of Lessee's abandoned property.

16. KEY CHARGES AND LOCKOUTS

If a Lessee is locked out of a unit, a \$80.00 fee will be paid to the Lessor for unlocking the door. If a new key is needed as a result of lost keys, there will be a \$25.00 charge per key. Under **NO** circumstances are the locks to be changed or added without the permission of the Lessor. In the event that a lock is installed without permission from the Lessor, the Lessor shall have the right to remove the lock or replace it, with Lessee being responsible for any damages as well as the standard replacement charge of \$185 per cylinder lock and \$100 for a mailbox lock. If mailbox and /or unit key is lost, stolen or not returned at the end of the lease, a \$25.00 charge per key will apply.

17. LESSEE'S PROMISES

- a. The Lessee will give the Lessor and their agents access to the premises for any reasonable purpose at reasonable times.
- b. The Lessee will allow the Lessor to authorize prospective Lessees or purchasers to inspect the premises at reasonable times. The Lessor will make every effort to notify the Lessee in advance of inspection. The Lessee may refuse entry to any prospective Lessee who is not accompanied by the Lessor or their agent unless the prospective Lessee can produce a written authorization to inspect the property signed by the Lessor or their agent.

18. LESSOR'S PROMISES

The Lessor agrees that he will:

- a. Make repairs and do whatever is necessary to keep the premises in a fit and habitable condition, provided that those repairs were not made necessary by the Lessee's misuse, abuse, or negligence.
- b. Comply with all requirements of Philadelphia Housing Codes.
- c. Furnish janitorial services for all common areas that the Lessee is not responsible for.
- d. Maintain sound locks on all doors and windows.
- e. Provide the Lessee with access to fuses and circuit breakers for the demised premises, as well as the meters for any utilities for which the Lessee pays. (Section 6 lists the utilities that the Lessee is responsible for.)
- f. Pay promptly any utility bills that the Lessor is responsible for, to insure uninterrupted service to the Lessee.
- g. Maintain the temperature inside the rented property at 68° Fahrenheit between October 1 and April 31, (provided that the Lessor is financially responsible for the heat - as indicated in section 6.)
- h. Maintain a **bed bug control plan** in accordance with Philadelphia law.

19. LESSEE'S REMEDIES

In the event of an emergency that seriously affects habitability, such as loss of an essential service, the Lessee will contact the Lessor using appropriate diligence, and may contact any appropriate authority, agency, or utility. If any other sorts of repairs are needed, the Lessee will notify the Lessor. If the Lessor fails to cure the problem in accordance with their obligations under the lease and with appropriate haste, the Lessee may exercise whatever lawful options are open to them .

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20. LESSOR'S REMEDIES

- a. If the Lessee defaults in the payment of the rent, the Lessor may give the Lessee **five (5) days notice** of termination of this agreement. If the Lessee has not paid all the money due, including reasonable late fee and interest charges, by the end of the five (5) days, the Lessor may begin eviction proceedings.
- b. If the Lessee violates any of the conditions of this lease other than those pertaining to the payment of the rent, the Lessor may give the Lessee **five (5) days notice** that a violation has occurred. If the default has not been cured or the objectionable behavior has not stopped, the Lessor may give the Lessee **five (5) days notice** of termination of the agreement. At the conclusion of the five (5) days, the Lessor may begin eviction proceedings.
- c. If the Lessee defaults in making any payment required by this lease, and the Lessor has obtained the services of any attorney with respect to the collection thereof, the Lessee agrees to pay to the Lessor any costs or fees involved including reasonable attorney's fees, whether or not a suit has yet been instituted, and if a suit is instituted, the Lessee shall also pay the costs of the suit.
- d. Each Lessee who signs this lease may be sued individually and held responsible for any Lessee liability, or all Lessees signing this lease may be held responsible collectively, at the option of the Lessor.
- e. The Lessor may apply the security deposit towards any unmet obligation of the Lessee's.
- f. In the application of remedies, the **Lessor has a duty at all times to mitigate damages.**
- g. The lease is considered terminated if the Lessor wins an eviction judgment in Philadelphia court.

21. LESSEE'S REMEDIES FOR UNLAWFUL OUSTER

If a Lessor illegally removes or excludes the Lessee or their property from a premises, or willfully diminishes services to the Lessee required by this agreement, the Lessee may recover possession or terminate this agreement.

22. ADDITIONAL AGREEMENTS

The Lessor agrees to make any repairs listed below. If the repairs are not made by the date given below, the Lessee may make such repairs themselves, subtracting reasonable costs from the next rent payment(s). If the repairs are to be completed on or before the day this lease begins, the Lessee has the alternative, if such repairs are not completed, of treating failure to provide the specified work as a failure to provide actual possession, and avail themselves of the rights and remedies specified in section 8. If the space below is not filled-in on all copies of this lease, this clause is void and has no meaning.

REPAIR: _____ By Date: _____

REPAIR: _____ By Date: _____

(Continue on back or on a separate sheet if necessary and indicate here: [____]. Remember to sign all copies.)

23. CAPTIONS AND PRONOUNS

The captions used in this lease are for reference only and are not intended to modify the meaning of the clauses they introduce. The pronouns used in this lease to refer to the Lessor and Lessee (they, their, themselves) were chosen for convenience and ease of reading. Pronouns should be interpreted as singular or plural and masculine or feminine whenever appropriate.

24. VALIDITY OF PROVISIONS

This lease is governed by the laws of Pennsylvania. If any provision of this lease shall be declared invalid by judicial determination, or by Act of Pennsylvania Assembly, or by act of any other legislative body with authority to affect this lease, only such provision so declared invalid shall be thus affected, and all other provisions not inconsistent therewith or directly depend ant thereon shall remain in full force and effect.

25. ARBITRATION

Both parties may agree to submit any dispute arising under this lease to final and binding arbitration, with arbitrator(s) to be chosen by mutual consent.

26. ENTIRE AGREEMENT

This lease is the entire agreement between the Lessee and the Lessor. It supersedes any previous agreements, understandings, or representations. It may only be modified by written agreement between the Lessor and Lessee.

Initial each page: _____

27. LEAD PAINT DISCLOSURE

Lead warning Statement

Houses built before 1978 may contain lead-based paint. Lead from 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, Lessors must disclose the presence of known lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning and prevention.

1. LANDLORD'S DISCLOSURE

(A) PRESENCE OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS

This house was built before 1978 and therefore is likely to have old lead based paint.

Lead based paints may be present in the unit.

All painted surfaces have one or more coats of non-lead paint covering and sealing any older hazardous paint.

Certified lead test results showing **satisfactory test results** are provided by lessor along with this lease.

If you discover any chipped or damaged paint in a lead-safe unit during your stay, please report it to the lessor immediately.

(B) RECORDS AND REPORTS AVAILABLE TO THE LESSEE

Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the housing. (List the attached documents below)

1. Lead test results from a certified lab, have taken in this unit within the previous 3 years ahead of this lease.
2. A lead-safe or lead-free certification (which requires tenant's signature acknowledgment)
- 3.

Note: **Lead-free** means there is **no** lead paint in the unit. (All lead painted surfaces have been removed entirely.)

Lead-safe means that all known lead-based hazards have been mitigated,

(Normally this is done by painting over old paint and making sure paint is not chipping or cracking.)

28. ADDITIONAL DOCUMENTS PROVIDED

Lessee affirms that the Lessor has provided them with copies of these documents:

- a. [Protect Your Family From Lead in Your Home](#) (An EPA lead safety awareness pamphlet).
Note: This form is available online at: <http://www.epa.gov/lead/pubs/leadrev.pdf> and at <https://rentalmgt.com/>
- b. ["Partners for Good Housing"](#) (This Philadelphia pamphlet explains rights and responsibilities of lessors and lessees)
This pamphlet is available at: <https://rentalmgt.com/partnersinhousing-Rev.-May-2019.pdf>
- c. ["Philadelphia Bed Bug Information Pamphlet"](#)
This pamphlet is available at https://www.phila.gov/media/20201224103922/Philadelphia-Bed-Bug-Brochure-2021_NoDate.pdf
- d. ["Philadelphia's Mold Pamphlet"](#)
"This pamphlet is available at: https://rentalmgt.com/F-Z-PA- Brochure- Mold_and_Moisture- EPA.pdf
- e. [Lead-Safe Certification](#) (Lead test taken in this unit, conducted within the last 4 years.)
This is included as a **printed** addendum. You must **sign and return a copy** of the addendum to the lessor with the lease.
- f. ["Certificate of Rental Suitability"](#)
This L&I certificate will show proof that there are no housing violations at this property.
It is provided by the city prior to leasing the unit. **This printed addendum will be provided with lease.**
You must **sign and return a copy** of the addendum to the lessor with the lease.

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29. BED BUG POLICY

* Lessor affirms that there has **NOT** been any infestation of bed bugs in this unit in the last 120 days.

If lessor receives a complaint that a rental unit is (or is reasonably suspected to be) infested with bed bugs,

Lessor will:

1. Acknowledge the complaint within five days.
2. Have a pest management professional investigate the rental unit for the presence of bed bugs within 10 days.
3. If there is an infestation, remediate the rental unit **until** a pest management professional determines that there is no evidence of bed bugs in the unit. (Note: In buildings with four or more units, a pest management professional must investigate the rental units above, below, and adjacent to the unit about which you received the complaint)
4. Provide tenants with at least 24-hours notice before entering a unit to inspect, remediate or monitor it for bed bugs.
5. Provide any tenants in units affected by a bed bug complaint a written notice of the pest management professional's determination of whether there is a bed bug infestation within five business days of when you receive it.
6. Provide all tenants in a building notification of results of an investigation of the presence of bed bugs in common areas of that building.
7. Obtain bed bug monitoring services for 12 months after an infestation has been remediated, and if the unit is leased to a new tenant during the monitoring period, explain the monitoring activities to the new tenant and continue monitoring.
8. Maintain a written record for two years of all bed bug complaints and control measures provided, including reports of chemicals and other remedies used by the pest management professional and any other reports prepared by the pest management professional.

Who Must Pay for Remediation?

1. The lessor is responsible for hiring pest control professionals to investigate bed bug complaints and eliminate infestations.
2. The lessor is responsible for the full cost if the infestation is reported within 365 days after "lease commencement" (the first day you are permitted to live in the rental unit) or within 180 days after bed bugs were found in an adjoining unit.
3. After this time period, the lessor and tenant share in reasonable costs for the pest control services.

Tenants must:

1. Not knowingly bring into the building furniture or other personal items that are infested with bed bugs.
Note: This includes not bringing in any furniture or items found on the curb or put out for trash collection.
2. Notify your lessor in writing within 5 days if you suspect that your unit or a building common area is infested with bed bugs.
3. Cooperate with any reasonable recommendations made by a pest management professional hired by the lessor to investigate and remediate a bed bug infestation, including:
 - a. Allowing the pest management professional to come into your rental unit at reasonable times to inspect for bed bugs or remediate the bed bugs.
 - b. Not interfering with the pest management professional's inspections or remediation efforts.
 - c. Preparing your unit for treatment, such as cleaning or moving furniture, as recommended by the pest management professional.
 - d. Carrying out other reasonable recommendations of the pest management professional.

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30. PHILADELPHIA BED BUG LAW

Chapter 9-4800;

- (.2) the reasonable cost of a comprehensive bed bug inspection and remediation;
 - (.3) damages for any harm caused by the failure to comply with any requirement of this Chapter 9-4800;
 - (.4) punitive damages of up to two thousand dollars (\$2,000) per violation;
 - (.5) abatement of unpaid rent and refund of rent paid for any period in which the landlord fails to comply with an obligation to hire a pest management profession for the purposes of bed bug abatement; and
 - (.6) attorney's fees and costs.
- (d) Upon violation by a tenant of any provision of subsection 9-4802(2), the landlord shall be entitled to terminate the lease, without penalty or legal obligation.

§ 9-4803. Bed Bugs and Dwelling Facility Operators.

- (1) Every dwelling facility operator shall develop, maintain, and follow a bed bug control plan and shall investigate any suspected infestation and remediate any such infestation.
- (2) A dwelling facility operator shall, upon request, provide a copy of its bed bug control plan to a dwelling facility resident.
- (3) No dwelling facility operator shall knowingly lease or provide a room or unit in its facility in which a bed bug infestation exists.
- (4) No dwelling facility operator shall retaliate against a dwelling facility resident, employee, contractor, lessee or other user of its facility for reporting a suspected or known bed bug infestation to the operator or for sharing such information with other residents or users.
- (5) A dwelling facility operator shall maintain written records of any measures taken or of any report prepared by a pest management professional retained by the facility operator in connection with a suspected or actual bed bug infestation for three years after such measures were taken or report issued. The plan and records shall be open to inspection upon request by such city personnel as may be designated by the Managing Director.
- (6) A dwelling facility resident shall notify in writing the dwelling facility operator of any known or reasonably suspected bed bug infestation in an occupied room or unit, within three days of discovery, and cooperate with the dwelling facility operator in the investigation and remediation of the infestation.

Disclaimer: This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken.

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31. CERTIFICATION OF ACCURACY

Both the Lessee and the Lessor have reviewed the information above and certify, to the best of their knowledge, that the information provided by them is true and accurate.

32. SIGNATURES

We, the undersigned, agree to be legally bound by all the terms of this lease.

(Sign above your name.)

Lessor: _____ Date _____
Name: Michael Lynch Phone: 610-348-8401 email: mike@mikelynchphoto.com

Lessee: _____ Date _____
Name: _____ Phone: _____ email: _____

(Additional signatures below, as needed)

Lessee: _____ Date _____
Name: _____ Phone: _____ email: _____

Lessee: _____ Date _____
Name: _____ Phone: _____ email: _____

29. GUARANTORS: (if needed)

We, the undersigned, guarantee the fulfillment of the Lessee's lease obligations.

(Guarantors (co-signers) may substitute a separate "Cosigner Agreement"

- available at <http://www.rentalmgt.com/Guarantor.pdf> for convenience.)

Guarantor: _____ Date _____
Name: _____ Phone: _____ email: _____

Guarantor: _____ Date _____
Name: _____ Phone: _____ email: _____

Guarantor: _____ Date _____
Name: _____ Phone: _____ email: _____

Reminder:

I already carry liability and fire insurance on the house, but my coverage does not cover your personal belongings.

You **must** provide evidence that you have obtained **renters insurance** before moving in.

Note: You must include **Michael Lynch** (mike@mikelynchphoto.com) as a "named insured" on your policy.

(This will **not** increase your cost for insurance.)

Did you initial each page? (No initials needed on this signature page.)