



## 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 **month by month** 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 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 his 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, his agents or employees. **Lessee shall add the Lessor as a co-insured party on the insurance policy** and shall deliver a copy of the policy to the Lessor upon move-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.

Initial each page: \_\_\_\_\_

**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.
- d. Lessee will comply with all obligations imposed on Lessees by building and housing codes.
- e. Lessee will **place his 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. )
- 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 himself 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 his friends, guests, and anyone on the premises with his 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 considered 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 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 his 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 his agent unless the prospective Lessee can produce a written authorization to inspect the property signed by the Lessor or his 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.)

**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 his obligations under the lease and with appropriate haste, the Lessee may exercise whatever lawful options are open to him .

Initial each page: \_\_\_\_\_

**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 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 his 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 himself, 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 himself 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 (he, him, his, himself) were chosen for convenience and ease of reading. They should be interpreted as feminine or plural pronouns 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.

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### 1. LANDLORD'S DISCLOSURE

#### (A) PRESENCE OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS (check one below)

Known lead based paint and or lead based paint hazards are present in the housing. (Explain)

(Note: This house was built before 1978 and likely contains lead paint.)

Lessor has no knowledge of lead based paint and or lead based paint hazards are present in the housing.

#### (B) RECORDS AND REPORTS AVAILABLE TO THE LESSEE (Check one below)

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 documents below)

Lessor has no reports or records pertaining to lead-based paint and lead-based paint hazards in the housing

## 28. CERTIFICATE OF RENTAL SUITABILITY and PARTNERS IN GOOD HOUSING

Lessee affirms that the Lessor has given him copies of these documents:

a. Protect Your Family From Lead in Your Home (An EPA lead safety awareness pamphlet).  
available online at: <http://www.epa.gov/lead/pubs/leadrev.pdf> or <http://rentalmgt.com>

and

b. "Certificate of Rental Suitability" ( This L&I certificate is evidence of no housing violations at this property.)

and

c. "Partners for Good Housing" (This booklet explains legal rights and responsibilities of lessors and lessees)

Partners for Good Housing can be downloaded from the website below:

<http://www.phila.gov/Residents/pdfs/GoodHousing.pdf>

## 29. 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.

Initial each page: \_\_\_\_\_

**30. SIGNATURES**

We, the undersigned, agree to be legally bound by all the terms of this lease. (Sign and print your info under your signature - if not there)

Lessor: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Michael Lynch Phone: 610-348-8401 email: [mike@mikelynchphoto.com](mailto:mike@mikelynchphoto.com)

Lessee: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_

(Additional signatures below, as needed)

Lessee: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_

29. GUARANTORS: (if required) We, the undersigned, guarantee the fulfillment of the Lessee's lease obligations.  
If desired, Guarantors may substitute a "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: \_\_\_\_\_

Guarantor: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_

Guarantor: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_