

THIS LEASE HAS BEEN DRAFTED TO COMPLY WITH THE PLAIN LANGUAGE CONSUMER CONTRACT ACT (ACT NO. 1995-28-H.B., NO. 110 IF THERE IS ANY PART OF THIS LEASE THAT YOU DON'T UNDERSTAND PLEASE CONSULT AN ATTORNEY.

PHILADELPHIA RESIDENTIAL LEASE FORM #78R

Part One of a Two Part Agreement

1. Parties

This Agreement, MADE on month day year
between day year

(name, address and phone number)

Landlord and hereinafter called
hereinafter called Tenant.

2. Premises

Landlord agrees to rent to the Tenant the House Apartment Other, known as
in the City of Philadelphia, Pennsylvania consisting of

3. Conditions

(a) Total rent for entire length of lease payable to Landlord \$
beginning month day year in amount of \$ year

(b) Rent shall be paid in advance on the month day year

(c) Partial payment of rent until first regular due date, if any \$

(d) Security deposit (on deposit at \$

(e) Late charge if rent not paid within grace period of \$

(f) Length of this lease days month year

(g) Beginning date of this lease month day year

(h) Ending date of this lease month day year

(i) This lease does not end on the ending date indicated above unless Landlord or Tenant give written notice to the other by month day year

(j) days written notice by Landlord is required to change any of the terms and conditions of any renewal, of this lease.

(k) Renewal length of this lease if not ended by either party as required in paragraph i

(l) Premises will be occupied only as

(m) Largest number of occupants under this lease

(n) Payments to be made promptly (without being demanded) when due to Landlord at (authorized current address)

(o) For the leased premises:
Landlord will pay for:

- | | |
|---|---|
| <input type="checkbox"/> cold water | <input type="checkbox"/> cold water |
| <input type="checkbox"/> hot water | <input type="checkbox"/> hot water |
| <input type="checkbox"/> gas | <input type="checkbox"/> gas |
| <input type="checkbox"/> heat | <input type="checkbox"/> heat |
| <input type="checkbox"/> electricity | <input type="checkbox"/> electricity |
| <input type="checkbox"/> lawn care | <input type="checkbox"/> lawn care |
| <input type="checkbox"/> snow removal | <input type="checkbox"/> snow removal |
| <input type="checkbox"/> water in excess of | <input type="checkbox"/> water in excess of |
| yearly minimum charge | yearly minimum charge |
| <input type="checkbox"/> yearly oil-burner cleaning | <input type="checkbox"/> yearly oil-burner cleaning |
| (Other) | (Other) |

(p) Philadelphia Rules and Regulations are/are not (circle one) attached.

(q) If this lease is for a term of more than one year, the Tenant agrees to pay with the rent the proportionate share of any increase in real estate taxes and water and sewer rents assessed or imposed on the rented premises. This share shall be based on the square footage of the leased premises divided by the total square footage of the building. Leased premises, square footage is Total Building, square footage is One twelfth of the increase shall be payable each month with the rent. (When there is a metered water connection to the leased premises, the Tenant agrees to pay with the rent all water and sewer rent charges in excess of the minimum meter charge.)

(r) The Tenant agrees to pay with the rent any increase in the insurance premiums on the leased premises, the insurance increase is the result of the conduct of the Tenant, Tenant's children, guests or pets.

(s) Before the beginning of this lease, the Landlord agrees to make the following repairs, replacements or installations. Failure to comply with the terms of this section will entitle Tenant to exercise the following options. Tenant can: 1. End this lease at which time Landlord must return all money paid under this lease, 2. Wait for Landlord to make the agreed upon repairs, replacements, or installations for up to sixty (60) days. After sixty (60) days this lease is ended and Landlord must return all money paid under this lease. Should tenant want to continue to wait for Landlord to make the repairs, replacements or installations, or rent the premises in its current condition, after the sixty (60) day period has ended, a new lease must be signed.

Special Clauses

LANDLORD OR MANAGING AGENT

TENANT

WHEN SIGNED, THIS LEASE AGREEMENT BECOMES A LEGAL BINDING CONTRACT. IF YOU DO NOT
UNDERSTAND THIS CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

PHILADELPHIA RESIDENTIAL LEASE FORM #78R

4. Rent

Part Two of a Two Part Agreement

A Tenant who is dependent on bi-weekly governmental assistance payments may, with the consent of the Landlord, pay one-half of the monthly rent when the rent is due and pay the remaining one-half no later than 18 days after the first half is due.

5. Effect of Undelivered Lease

The Landlord agrees, not to accept any rent under this lease until a copy of this lease signed by Landlord and all tenants has been given to Landlord and all Tenants.

6. Inability to Give Possession

If Landlord is unable to give the Tenant possession of the leased premises at the beginning date of the lease, for any reason not caused by the Tenant, the Tenant can: (1) end this lease and recover rent and/or security deposit, (2) delay acceptance of possession until the Landlord is able to give it. Rent is not owed until the Landlord gives possession. Landlord is not responsible for damages to tenant where failure to deliver possession is due to conditions beyond Landlord's control.

7. Smoke Detectors

(a) Installed smoke detectors in the leased premises:

(1) Landlord acknowledges that Tenant has been instructed by Landlord on procedures needed to test the smoke detectors in the Leased Premises and in the building of which the Leased Premises is a part of.
(2) Tenant acknowledges that Tenant fully understands how to test the smoke detectors.
(3) Tenant promises to test monthly or more frequently, as recommended by the manufacturer, all smoke detectors in and on the leased premises.

(b) Tenant agrees to notify the Landlord immediately if any smoke detector is found not working for any reason. Tenant agrees to pay for and keep fresh batteries in each smoke detector in the leased premises.

(c) Tenant agrees to pay any loss or damage incurred by the Landlord that results from Tenant's failure to comply with any part of paragraph number 7.

8. Destruction or Damage

(a) The Tenant will notify Landlord promptly if the building is destroyed or damaged. If the damage is to an extent that the leased premises is partly or completely unlivable, the Tenant may:

(1) immediately move out within 24 hours, and make a reasonable attempt to notify the Landlord that the lease is ended. This lease will end as of the date of moving out;
(2) if continued occupancy is permitted by the applicable Philadelphia law or code, continue to occupy that part of the leased premises still usable, in which case the Tenant's rent will be reduced proportionately by the part of the premises lost by the damage, until the damage is repaired.

(b) If the lease is ended the Landlord will return all prepaid rent plus the security deposit in accordance with this lease. The amount of prepaid rent to be returned will be calculated as of the date of the destruction or damage.

(c) Both the Landlord and the Tenant will be and remain responsible for their own negligence and the negligence of their guests, family or any others they allow in or on the premises.

9. Sale of Premises

(a) Upon completion of settlement for the sale of the premises, Seller will give written notice to Tenant specifying: 1. The name of the new Landlord and/or Agent; 2. Address of the new Landlord and/or agent; 3. Telephone number of the new Landlord and/or Agent; 4. Where rent is payable; 5. That the security deposit, if any, has been transferred to the Buyer and sent to Tenant.

(b) The Landlord who transfers the premises and complies with this Section is relieved of liability under this lease anything that happens after settlement and notice of the settlement to the Tenant, and liability for the security deposit.

(c) If Landlord transfers the premises, Landlord must require that the party transferred to, agrees in writing to assume all the obligations of the Landlord under this lease. Failure to comply with this paragraph will make the transferring Landlord liable for any damages suffered by tenant directly caused by Landlord's failure to transfer his obligations under this lease.

10. Rules and Regulations

(a) Any and all rules and regulations attached to this lease must be consistent with the main body of this lease.

(b) If a rule or regulation is established by the Landlord after this lease has been signed, it will not be valid without the Tenant's written consent.

11. No Pets

Tenant will not keep any pets on the property, or in the building, without first getting the written permission of the Landlord.

12. Tenant Promises

The Tenant agrees that Tenant and all persons on the premises with Tenant's consent will:

(a) comply with Philadelphia building and housing codes as they apply to Tenants;

(b) keep the leased premises clean and safe;

(c) dispose from leased premises all trash, garbage, rubbish, and other waste in the manner established by Landlord and Philadelphia code;

(d) use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including where applicable elevators, in a reasonable manner;

(e) not deliberately or negligently destroy damage or remove any part of the premises or, the property containing the premises, or knowingly permit his family, guest or other to do so;

(f) conduct himself in a manner that will not unreasonably disturb his neighbors peaceful enjoyment of their premises or property;

(g) make no alteration to the premises including but not limited to painting, rebuilding, removing, or repairing without the prior consent of the Landlord. Unless the Landlord gives written permission to remove an alteration, such alteration will be the property of the Landlord;

(h) promptly notify the Landlord of all necessary repairs;

(i) neither keep or store hazardous or combustible materials on or in the leased premises;

(j) give access to the leased premises, at reasonable hours, to the Landlord, his agents or prospective purchasers (except prospective tenants) for any reasonable and lawful purpose. Landlord will give Tenant at least twenty (24) hours notice of intention to enter or come on, the date and approximate time at which Landlord will arrive, and the reason Landlord wants access except in emergency. When access has been made by the Landlord or his business invitees in an emergency and the Tenant is not present, the Landlord will notify the Tenant within twenty-four (24) hours, that it has occurred, who entered, for what purposes, and at what time.

(k) allow the Landlord to authorize prospective tenants to inspect the premises at reasonable times during any period after notice of termination has been given by either Landlord or Tenant consistent with this lease. No inspection will take place unless the Tenant is present, or tenant has been given a reasonable opportunity to be present. The tenant may refuse entry to any prospective tenant not accompanied by a representative of the Landlord unless the prospective tenant produces written authorization to inspect from the Landlord.

(l) permit Landlord at anytime to erect and maintain on or near the leased premises "sale", "rent", or "information" signs that inform the public that the premises are available and direct the public to the Landlord or Landlord's agent.

(m) give up possession peacefully at the ending date or proper earlier termination of this lease;

(n) comply with all rules and regulations attached if any;

The Landlord agrees to:

(a) maintain the leased premises and common areas so they comply with all Philadelphia, state and local codes, statutes, ordinances and regulations about the maintenance, operations and use of the premises;

(b) maintain the roof, windows, doors, locks, floors, steps, porches, exterior and interior walls, ceilings, foundation, and all other structural parts of the premises in good repair and good working order;

(c) maintain in good working order and safe condition all electrical, plumbing, sanitary, drainage, heating, water heating, air conditioning, ventilating, elevator and security systems, and all other facilities, appliances, and services supplied by the Landlord;

(d) maintain adequate extermination services to keep the premises reasonably free from insects, rodents and other pests. This provision does not apply to single family houses, not attached to other buildings, or other unattached buildings leased as a single family homes.

(e) if the Landlord is required to provide heat then a minimum temperature of 68 degrees will be supplied continuously from October first until April thirtieth, and during the months of May and September when the outside temperature falls below 60 degrees. This paragraph will not apply where failure to provide heat is due to circumstances beyond the Landlord's control.

(f) pay all utility bills for which Landlord is responsible under this lease to prevent interruption of service.

(g) take all reasonable steps to provide a means for access to all utilities serving the leased premises in the event of an emergency. (electric company, water company, telephone company, etc.)

(h) Landlord does not have to make those repairs made necessary by unreasonable, negligent or intentional conduct of Tenant or any person on the premises with Tenant's consent.

(a) Landlord may file a complaint to evict the Tenant in accordance with Philadelphia law if the Tenant has failed pay rent or any other charges provided for in this lease, only if the Landlord has given the Tenant five (5) day's written notice to vacate for failure to pay the rent or charges. At that time this lease will end. The eviction complaint may be filed on the sixth day. A hearing on the Landlord's eviction complaint can not be held until twenty-five (25) days after the expiration of the five (5) day notice period.

(b) If the Tenant should fail to perform any of his or her obligations under this lease other than those about the payment of rent, the Landlord will give the Tenant written notice informing the Tenant of the nature of objectionable conduct. The Landlord must give the Tenant five (5) days to stop the objectionable conduct. If the objectionable conduct has not been stopped with in the five (5) day period or reoccurs before the ending date of this lease, the Landlord may then give the Tenant five (5) days written notice of the termination of the lease. An eviction complaint may be filed at the expiration of this second five (5) day period. A hearing on the Landlord's eviction complaint can not be held until twenty (20) days after the expiration of this second notice period.

(c) The remedies given to the Landlord in this Section including ending the lease and taking back possession of the leased premises are not the Landlord's only remedies. The Landlord can still take other actions to collect rent, charges, or any other money that Landlord is owed under this lease.

(a) If the Landlord unlawfully removes the tenant or the tenants possession from the premises, or excludes the tenant from the premises, the tenant may regain possession of the premises or end this lease;

(b) If the Landlord unlawfully reduces services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electricity, gas or other essential service, the tenant may restore any interrupted services or end this lease.

(c) if the Landlord does any of the prohibited acts or fails to perform any duties in this lease tenant will also have the right to recover damages for any injuries. The injuries may be financial, to the person, or to property. The damages must be caused by Landlord's acts prohibited by this lease or Landlord's failure to perform any duties required under this lease.

Landlord may not increase rent, decrease services, bring, or threaten to bring an action for possession in retaliation against the Tenant because of any acts of the tenant including but not limited to the following acts:

(a) the Tenant has complained in good faith to a government agency, which has the responsibility for enforcement of a Philadelphia building or housing code, of a violation involving the premises affecting health and safety;

(b) the Tenant has complained to the Landlord of a violation of such code;

(c) the Tenant has organized or become a member of a Tenant's union or similar organization;

(d) the Tenant has used any other legal right in a lawful manner.

If the Tenant has paid a security deposit to the Landlord:

(a) The amount of the deposit will not be more than two (2) months rent for the first year and not more than one (1) month's rent in the following years. After five (5) years the deposit may not be increased even if the rent is increased;

(b) The security deposit must be held in escrow by the Landlord. If it is more than \$100.00 it must be deposited into a bank escrow account. The Tenant will be notified as to the deposit's location and paid any interest.

13. Landlord Promises

14. Landlord's Remedies

15. Tenant's Remedies for Lessor's Unlawful Removal

16. Landlord May Not Retaliate (Retaliation means in response to any acts of the Tenant)

17. Security Deposit

- (c) Tenant may not apply a security deposit toward any rent payment without written consent of the Landlord.
- (d) The security deposit may be applied by the Landlord to unpaid rent and to damages for which the Tenant is responsible. Tenant is not responsible for normal wear and tear.
- (e) After the Tenant moves out and the Landlord accepts the Premises:
 - (1) the Tenant will give the Landlord his new address in writing;
 - (2) the Landlord, within thirty (30) days thereafter, must provide the Tenant with a written list of any deductions for damages and unpaid rent, and must return the balance of the security deposit with any interest.

18. Condemnation (Condemnation is the power of the Government to take private property for public use)

If any part of the leased premises is taken by any authority having power to condemn, this lease will, as to the part condemned, automatically terminate as of the date being condemned and the rent will be reduced proportionately to the part condemned. If the part condemned makes the premises unusable for tenants purposes, tenant may end this lease. The rent will cease if the entire leased premises is condemned. No part of any condemnation award (money for taken property) will belong to the Tenant. These terms also apply if a sale or other transfer of the premises, or part of the premises is made instead of, or to avoid condemnation proceedings. Upon any condemnation sale or other transfer, the Tenant must peaceably give up possession of the leased premises, or the part condemned. If the tenant does not surrender the premises the Landlord has all the remedies set forth in this lease.

19. Subleasing and Assignment (This means anyone taking over Tenant's or Landlord's rights under this lease for any reason)

This lease will be binding upon, the respective heirs, executors, administrators, successors and assigns of the parties. The tenant will not assign this lease or sublet the leased premises, or any part of premises without the prior written consent of Landlord. Landlord will not unreasonably withhold this consent.

20. Subordination (Process by which a persons rights are ranked below the rights of others)

This lease is subject and subordinate (ranked lower) to the lien of any mortgage now on or hereafter placed on the leased premises, or on the premises of which the leased premises are a part (example: one apartment in an apartment building). If this is a sublease, it is also subject and subordinate to the terms of any prior lease which covers the leased premises or the property of which the leased premises are a part. If any legal documents are necessary to make the subordination effective, the Tenant agrees to sign and acknowledge such documents when submitted to the Tenant for that purpose.

21. Arbitration

The parties may submit any dispute concerning the interpretation of this lease to final and binding arbitration, with an arbitrator to be chosen by both Tenant and Landlord. The award shall be enforceable in the appropriate local Court in Philadelphia.

22. Captions

The captions used in this lease are for the purpose of convenient reference only and are not intended to express the full meaning of the clauses they accompany.

23. Entire Agreement

THIS LEASE REPRESENTS THE FINAL AND COMPLETE AGREEMENT BETWEEN THE LANDLORD AND TENANT. ANY ORAL OR WRITTEN PROMISE REGARDING THE LEASED PREMISES MADE BY EITHER PARTY BEFORE THE SIGNING OF THIS LEASE AND NOT INCLUDED IN THIS LEASE IS NOT ENFORCEABLE.

I/WE ACKNOWLEDGE RECEIPT OF COPY OF PART ONE AND PART TWO OF THIS LEASE.

(Landlord or Managing Agent)

(Tenant)

(Tenant)

PART TWO OF A TWO PART AGREEMENT

Assignment of Lease

FOR VALUE RECEIVED I/WE.....hereby assign, transfer and set over unto

.....their Executives, Administrators and assigns all right, title and interest in the within lease and all benefits and advantages to be derived therefrom.

WITNESS.....hand and seal this..... month,..... day,..... year

WITNESSED IN THE PRESENCE OF

.....
.....
.....