

Multi Family Lease Agreement

This Rental Agreement and/or Lease, dated [DATE], shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, [OWNER], shall be referred to as "OWNER" and RESIDENT(s)/Lessee, [APPLICANT(S)], shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at [PREMISES] in the city of Philadelphia, PA.

1. TERMS: RESIDENT agrees to pay in advance [MONTHLY RENT] per month on the 1st day of each month. This agreement shall commence on [LEASE START] and continue until [LEASE END] after [LEASE END] on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least SIXTY (60) days prior to the date of termination. The lease shall not renew for more than N/A above expiring lease. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.

2. PAYMENTS: Rent and/or other charges are to be paid at such place or method designated by the owner as follows:

SUPERIOR PROPERTY SOLUTIONS LLC
4410 Belgrade Street
Philadelphia, PA 19137

All payments are to be made by check or money order payable to [OWNER].

OWNER acknowledges receipt of the First Month's Rent in the amount of [FIRST MONTH RENT], plus a Security Deposit in the amount of [SECURITY DEPOSIT] plus Last Month's rent in the amount of [LAST MONTH RENT] for a total payment of [FIRST MONTH RENT + LAST MONTH RENT + SECURITY DEPOSIT]

3. SECURITY DEPOSITS: The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 30 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) uncollected "5th day" late fees charged due to rent being received after the 5th day of each month, and f) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. Outstanding Late Fees may be deducted from Security Deposit within 30 days written notice of lease expiration.

4. LATE FEES In the event rent is not received by the fifth (5th) day after due date, RESIDENT

agrees to pay a late charge of the greater of Fifty Dollars (\$50.00) OR Ten Percent (10%) of balance due . Additional late charges of Twenty Dollars (\$20.00) will be incurred for each day rent is late beyond the Tenth (10th) day of the month. RESIDENT agrees to further pay \$45.00 for each dishonored bank check. After the tenth day that rent has not been paid, further legal action will be taken at RESIDENT's expense. RESIDENT acknowledges that untimely payments may adversely affect credit rating. Unpaid late charges and/or attorney's fees shall be classified as "additional rent." Additional rent that remains unpaid after 30 days from the date incurred shall constitute a breach of this lease. RESIDENT also understands that late fees shall be applicable if a dishonored bank check, bank error and/or out of state/non-local check prevents Owner from receiving rent money on time.

5. **UTILITIES:** This section may be modified per RESERVATION AGREEMENT RESIDENT agrees to pay ALL utilities and/or services based upon occupancy of the premises. RESIDENT shall place the NATURAL GAS & ELECTRIC accounts into RESIDENT'S name and maintain them in good standing. Failure for RESIDENT to maintain accounts in good standing shall result in immediate default in this lease agreement. Any pending liens threatened to be placed on OWNER or premise as a result of RESIDENT's failure to maintain accounts in good standing shall be paid by OWNER on RESIDENT's behalf, with a service charge of 20% of amount paid due to OWNER for this service.

6. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance. .

7. **PETS:** Notwithstanding the contrary in this agreement, no animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$0.00 shall be required along with additional monthly rent of \$0.00 along with the signing of OWNER'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

8. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

9. **PARKING:** ~~When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.~~

10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may

terminate this Agreement immediately upon three day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. Items that are not as in satisfactory condition must be listed and described in writing and delivered with OWNER within seven (7) days of lease commencement; failure to do so shall result in RESIDENT's acknowledgment of satisfactory condition. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. MAINTENANCE, REPAIRS OR ALTERATIONS RESIDENT acknowledges that the premises are in good order and repair, unless otherwise indicated herein. RESIDENT shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture, fixtures and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. RESIDENT shall be responsible for keeping bathroom and sink drains free of things that tend to cause clogging. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage cause by the stoppage of waste pipes or overflow from bathtubs, wash basins or sinks. Maintenance, repairs or renewals of toilet mechanisms, interior and exterior, and sink and bathroom faucets shall be the responsibility of RESIDENT. RESIDENT must inspect for and if present inform management IMMEDIATELY in the event of any plumbing or fixture water leakage. IT IS RECOMMENDED RESIDENT INSPECT PROPERTY DAILY FOR RUNNING TOILETS, LEAKING SINKS, AND ANY OTHER LEAKING PIPES IN ORDER TO AVOID UNWANTED WATER USAGE AND/OR PROPERTY DAMAGE. TENANT IS RESPONSIBLE TO TURN OFF WATER INLET TO LEAK IF TENANT WISHES TO STOP UNWANTED WATER USAGE PRIOR TO REPAIR.

Once notice is given to vacate, RESIDENT agrees to keep the premises in "show condition". "Show condition" means as clean, orderly and undamaged as when received. Upon vacating, RESIDENT shall deliver premises vacant and clean. In the event the premises are returned in condition poor enough to prevent Owner from re-renting to a qualified new RESIDENT, RESIDENT shall be responsible for rent lost as well as the cost of restoration of the rental to the condition it was at the commencement of this lease. RESIDENT shall be responsible for damages caused by his negligence and that of his family, invitees or guests.

- **PAINT** RESIDENT shall not paint, paper, or otherwise redecorate without the prior written consent of the Owner. All paints, materials and work plans must be approved in writing by Owner or his authorized agent. RESIDENT shall be responsible for paint spills/clean-ups or

damages as a result of paint related work.

- ~~**GROUNDS** RESIDENT shall be required to irrigate and maintain any surrounding grounds, including the trimming of lawns, trees, shrubbery and keep same clear of leaves, rubbish and weeds. RESIDENT is responsible for snow and ice removal from walks, driveways, steps and any areas where safety should be observed. It is agreed that RESIDENT shall not use any salt on stoops or walkways. Calcium chloride is recommended instead for de-icing, and is not harmful to the masonry.~~
- ~~**LEADERS AND GUTTERS** RESIDENT is responsible for keeping leaders and gutters, if any, free of leaves, sticks and any accumulations that may occur. If the property is heavily treed, leaders and gutters may need clearing several times a year.~~
- **BASEMENTS AND GARAGES** In the event the dwelling has a basement or garage, use of the basement or garage is not included in the rent, nor shall it be considered living space. Any use of the basement or garage shall be at RESIDENT's own risk. RESIDENT agrees to be responsible for maintaining these areas properly, including using a dehumidifier in the basement to minimize moisture.
- **WINDOWS** RESIDENT is responsible for the cleaning and maintenance of the windows on the premises. If any window(s) or screen(s) become damaged or broken as a result or during the term of this tenancy, the RESIDENT will be responsible for repair(s). RESIDENT agrees to observe care and caution when installing and removing any window unit air conditioners.
- **ADDITIONAL ITEMS** Storm doors are not included in the rental. Should RESIDENT attach any fixtures, blinds or any other objects to the real property by nails, screws or glue and be may be subject to cost of removal at Owner's discretion. RESIDENT shall not authorize any repairs on behalf of the Owner without the consent of the Owner. RESIDENT shall not install or authorize installation of any wiring on the premises which requires the drilling of holes into the dwelling, without Owner's written consent. IN THE EVENT A SERVICEMAN IS UNABLE TO GAIN ACCESS TO PREMISE DURING A TIME SCHEDULED IN CONJUNCTION WITH RESIDENT, RESIDENT SHALL BE RESPONSIBLE TO REIMBURSE OWNER THE FULL COST OF THE BILLED SERVICE CALL. RESIDENT IS RESPONSIBLE FOR ALL COSMETIC REPAIRS THAT ARISE FROM A DIRECT RESULT OF RESIDENT'S USE AND OCCUPANCY. RESIDENT SHALL BE RESPONSIBLE FOR ALL RENEWALS, INCLUDING BUT NOT LIMITED TO LIGHT BULB REPLACEMENT AND HVAC FILTERS. OWNER SHALL AT OWNER EXPENSE REPAIR MECHANICAL SYSTEMS AND REPAIR WHEN NEEDED FIXTURES THAT ARE PRESENT TO FUNCTIONING CONDITION AS REQUIRED BY THE MOST RECENT PUBLICATION OF THE PHILADELPHIA BUILDING CODE. OWNER IS EXEMPT FROM ASSUMING THE COST OF REPAIRS IN ANY AND ALL CASES WHEN REPAIR IS DUE TO RESIDENT'S NEGLIGENCE, NEGLECT, AND OR MISUSE. ALL REPAIR COST BILLED TO RESIDENT SHALL ADDITIONAL RENT SUBJECT TO SAME TERMS OF RENT IN THIS LEASE AGREEMENT. OWNER SHALL USE DUE DILLIGENCE TO FACILITATE REPAIRS IN A TIMELY FASHION; OUTSTANDING REPAIRS ARE NOT GROUNDS TO WITHHOLD RENT FOR ANY REASON.

15. **PESTS:** RESIDENT agrees to be responsible for the extermination of any insect or wildlife pest infestation during or as a result of the RESIDENT's occupancy. RESIDENT shall be responsible to immediately remedy any such infestations as soon as any pest problem is observed.

16. **APPLIANCES:** Appliances that are located on the premises are there solely at the convenience of the Owner, who assumes no responsibility for their operation. While on the premises, Residents are free to use them; however, Residents do so at their own risk and assume responsibility to insure they are in proper working order at the time possession of premise is returned to OWNER.

16.a **MUNICIPAL VIOLATIONS & FINES:** RESIDENT SHALL BE FINANCIALLY RESPONSIBLE FOR ANY AND ALL VIOLATIONS AND FINES THAT RESULT AS A RESULT OF RESIDENT'S USE AND OCCUPANCY OF PREMISE. THESE INCLUDE BUT ARE NOT LIMITED TO, VIOLATIONS FOR NOT CUTTING GRASS, NOT CONTAINING TRASH & PLACING TRASH OUT EARLY. VIOLATIONS MUST BE REMEDIED IN A TIMELY FASHION BY RESIDENT, AND FINES MUST BE REIMBURSED TO OWNER BY RESIDENT WITH SEVEN (7) DAYS OF DEMAND FOR PAYMENT.

17. HEATING AND COOLING SYSTEMS

It is the responsibility of the RESIDENT to obtain and maintain a mandatory **PARTS & LABOR PLAN** contract with PGW with regard to the heating system AND hot water heater at the earliest possible enrolment date. Any damage caused or repairs needed as a result of the heating system will be the responsibility of the RESIDENT / Fuel company. RESIDENT agrees to provide Owner with a copy of said service contract within seven (7) days from the commencement of this lease. In the event that service contract already exists in Owner's name, RESIDENT agrees to assume said service contract and pay all fuel and applicable deposits and charges to keep said contract in force. This rental does not include central air conditioning or individual units. If the dwelling is equipped with central air conditioning or individual units, the air conditioning equipment care and maintenance shall be the RESIDENT's responsibility, unless otherwise specified herein. Electric and kerosene heating units are prohibited without Owner's written permission.

In the event that said contract does not provide coverage for repair of heating system or hot water heater, testimony of reason for lack of coverage must be obtained by RESIDENT from service contractor and forwarded to OWNER.

18. **LOCKOUTS** Should RESIDENTs lock themselves out of their dwelling and be unable to gain access through their own resources, they may call a professional locksmith or the Owner MAY let them in, and RESIDENT will be responsible for damages if any. RESIDENT shall be responsible for the cost of the locksmith and also to provide the Owner with new keys if the locks are changed. REPLACED LOCKS MUST BE OF EQUAL OR GREATER QUALITY AS THOSE REPLACED. OWNER RESERVES RIGHT TO DENY CHANGING OF LOCKS AND OR MAY REQUIRE A REPLACEMENT LOCK BE KEYED TO A SPECIFIC MASTER SYSTEM AT RESIDENT'S EXPENSE.

19. **CLEANING FEE** In the event the premises are returned in condition poor enough to require a cleaning service, or in the case of an authorized or unauthorized pet residing at the premises during the term of this lease, a cleaning fee is to be paid by RESIDENT. This fee represents the usual cost of preparation for re-occupancy. Owner will waive this fee until premises are returned and if returned in as good condition as received at commencement of this lease.

20. **HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

21. **SMOKE DETECTOR(S), FIRE EXTINGUISHER** RESIDENT(s) acknowledge that the dwelling is equipped with smoke detector(s) and fire extinguisher(s). RESIDENT(s) agree to test the smoke detector(s) on a regular basis (2-3 times per month), and to report any problem with them immediately to owner in writing. RESIDENT agrees to replace the battery for the smoke detector as necessary with a new alkaline battery.

22. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

23. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

24. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

25. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT SHALL BE REQUIRED TO OBTAIN A RENTERS GENERAL LIABILITY POLICY LISTING OWNER AS "ADDITIONAL INSURED" WITH A MINIMUM PAYOUT OF \$100,000.00. POLICY MUST BE ISSUED FROM A CARRIER APPROVED BY OWNER. POLICY MUST REMAIN IN FULL FORCE FOR ENTIRE LEASE TERM. PROOF OF INSURANCE MUST BE ISSUED TO OWNER PRIOR TO EXECUTION OF THIS AGREEMENT.

26. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

27. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

28. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

29. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

30. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

31. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

32. **REPORT TO CREDIT/RESIDENT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or RESIDENT reporting agency, and may create a negative credit record on your credit report.

33. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)
 Lead Based Paint Disclosure Form
 EPA Pamphlet

34. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at 4410 Belgrade Street Philadelphia, PA 19137.

35. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)
2 Keys for the front door.
 House Rules Pet Agreement Other _____

36. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and

37. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

[OWNER]
OWNER

Date

[APPLICANT]
RESIDENT

Date