



Cross River Realty LLC  
443 W. Girard Avenue  
Philadelphia, PA 19123

# Draft Lease

## Residency and Financials

### PARTIES AND OCCUPANTS

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This Lease Contract is between you, the undersigned resident(s):

<TENANTS NAMES HERE>

and us, the owner/agent:

<CROSS RIVER REALTY LLC>

You've agreed to rent the property located at

<PROPERTY ADDRESS>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 5 consecutive days.

## GRANT OF LEASE

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Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in **Philadelphia** County, Pennsylvania, with address of: **Address**, including the following items of personal property: **Washer/Dryer**.

## NATURE OF OCCUPANCY

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As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below \_\_\_\_\_

## LEASE DURATION

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The terms of this tenancy shall commence on \_\_\_\_\_ and end on \_\_\_\_\_, and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

## RENTS AND CHARGES

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You shall pay \$000.00 per month for rent. The first month's rent and/or prorated rent amount of \_\_\_\_\_ \$000.00 shall be due prior to move-in.

Tenant agrees that if rent is not paid in full on or before the **5th** day of the month, Tenant will pay a late charge of \$ **75.00** as allowed by applicable Pennsylvania law. If the tenant is late, the late charge will accrue monthly and late fees will be deemed as rent. If the tenant does not pay their late fees by the **5th** day of the month, a **10 day late notice** will be sent and the eviction process will begin.

A charge of \$30.00 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):

cash,  personal check,  money order,  cashier's check,  Automatic Withdraw (ACH).

Rent payments shall be made payable to **Cross River Realty, LLC** and mailed or delivered to the following address: **PO Box 14006, Philadelphia, PA 19122**. All notices from Tenant to Landlord under this Lease and applicable Pennsylvania law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. **Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.**

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

## SECURITY DEPOSIT

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The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$000.00, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

Tenant is not entitled to interest on the security deposit. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

### OPTIONS

## RETURN OF SECURITY DEPOSITS

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Landlord may deduct repair costs, unpaid rents, late fees, bounced check fees and other related fees owed by the tenant from Tenant's security deposit. Any remaining security deposit will be returned to Tenant within 30 days after tenant moves from the property.

Any landlord, who fails to provide a written list within thirty days as required above, shall forfeit all rights to withhold any portion of sums held in escrow or to bring suit against the tenant for damages to the leasehold premises.

Failure of the tenant to provide the landlord with his new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises shall relieve the landlord from any liability under this section.

## CONSEQUENCES OF BREACH OF TENANT

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If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

### **In compliance with Pennsylvania Code § 250.501:**

A landlord may notify, in writing, the tenant to remove from the leased premises at the expiration of the time specified in the notice under the following circumstances, namely, (1) Upon the termination of a term of the tenant, (2) or upon forfeiture of the lease for breach of its conditions, (3) or upon the failure of the tenant, upon demand, to satisfy any rent reserved and due.

In case of the expiration of a term or of a forfeiture for breach of the conditions of the lease where the lease is for any term of one year or less or for an indeterminate time, the notice shall specify that the tenant shall remove within fifteen days (for a mobile home, thirty days) from the date of service thereof, and when the lease is for more than one year, then within thirty days (for a mobile home, three months) from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice shall specify that the tenant shall remove within ten days from the date of the service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice, if given on or after April first and before September first, shall specify that the tenant shall remove within

fifteen days from the date of the service thereof, and if given on or after September first and before April first, then within thirty days from the date of the service thereof.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

## UTILITIES

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Tenant will provide and pay for the following utilities (indicate those that apply):

**<Utilities noted as per property>**

Landlord will provide and pay for the following utilities (indicate those that apply):

**[ X ] Water, [ X ] Garbage pick-up, Alarm System [ X ].**

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease. Tenant will be responsible for providing account numbers or a copy of the utility bills to be kept on file by the Landlord.

## DELIVERY OF NOTICES

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Any giving of notice under this Lease or applicable Pennsylvania law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

## KEYS AND LOCKS

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You will be provided the following keys:

**Front door, Unit dor, assigned bedroom**

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements if due to negligence. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

IF a tenant loses his/her key, a new key will be ordered and the tenant will be charged \$25.00 which is to be paid within 30 days.

# Policies and Procedures

## COMMUNITY POLICIES OR RULES

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You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

## RESIDENT SAFETY AND PROPERTY LOSS

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You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

### **Casualty Loss**

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.



## **Smoke Detectors**

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

## **Safety and Crime Free**

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

## **PARKING**

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You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

## PETS

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Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

## Responsibilities

### OBLIGATIONS AND DUTIES OF THE LANDLORD

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**As per Pennsylvania Code § 250.502-A:**

The retention of control of the stairways, passages, roadways and other common facilities of a tenement building or multiple dwelling premises places upon the landlord, or other possessor, the duty of reasonable care for safety in use. This responsibility of the landlord extends not alone to the individual tenant, but also to his family, servants and employees, business visitors, social guests, and the like. Those who enter in the right of the tenant, even though under his mere license, make a permissible use of the premises for which the common ways and facilities are provided servants and employees, business visitors, social guests, and the like. Those who enter in the right of the tenant, even though under his mere license, make a permissible use of the premises for which the common ways and facilities are provided.

## OBLIGATIONS AND DUTIES OF THE TENANT

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### As per Pennsylvania Code § 250.503-A:

The tenant shall comply with all obligations imposed upon tenants by applicable provisions of all municipal, county and Commonwealth codes, regulations, ordinances, and statutes, and in particular, shall:

Not permit any person on the premises with his permission to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit, or the facilities, equipment, or appurtenances thereto or used in common, nor himself do any such thing.

Not permit any person on the premises with his permission to willfully or wantonly disturb the peaceful enjoyment of the premises by other tenants and neighbors. Tenant is responsible for the noise level at the house/unit. If there are repeated complaints of loud noise by neighbors, in excess of two times, tenants shall be in breach of the lease.

## NO ASSIGNMENT

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Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

## TENANT INSURANCE

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Landlord or Landlord's Agent shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore **obligated** to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

## CONDITION OF LEASED PREMESIS

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Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Pennsylvania law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear accepted. Painting of marks made on the walls is not deemed normal wear and tear. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

## ALTERATIONS

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Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

## NO ILLEGAL USE

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Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.

## NOTICE OF INJURIES

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In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

## LANDLORD'S RIGHT TO MORTGAGE

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Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

## REQUESTS, REPAIRS, MALFUNCTIONS

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You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

## ABANDONMENT

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Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Pennsylvania law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Pennsylvania law, and terminate this Lease without notice to Tenant.

## LANDLORD ENTRY AND LIEN

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In addition to the rights provided by applicable Pennsylvania law, Landlord or Landlord's Rental Agent shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

## NOTICE OF ABSENCE FROM PREMISES

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If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here: \_\_\_\_\_

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

## POSSESSION OF PREMISES

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Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.

## DELAY OF POSESSION

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Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.

## MATERIALITY OF APPLICATION TO RENT

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All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

## MODIFICATION OF THIS LEASE

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Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

## REMEDIES NOT EXCLUSIVE

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The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Pennsylvania law.



## SEVERABILITY

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If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

## NO WAIVER

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The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

## MOVE-OUT/VACATING

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Any other provision of this lease to the contrary notwithstanding, on or before **January 1st** prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence by **January 1st, 2016**, at which point the property will be showed to prospective tenants for the next leasing term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Pennsylvania law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant

with a written notice of termination, or by any other means allowed by applicable Pennsylvania law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

### **Cleaning**

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

### **Charges**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

### **Deposit Refund**

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

## General Clauses

### ATTORNEY FEES

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In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.

### HEIRS AND ASSIGNS

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It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

### DESTRUCTION OF PREMISES

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In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the

condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

## EMINENT DOMAIN

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In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

## RELEASE FROM LEASE CONTRACT

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Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

### **Military Personnel Clause**

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

### **Replacements and Subletting**

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent. It is solely the tenant(s) responsibility to find a subletter for their property.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

## DEFAULT BY RESIDENT

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You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

### **Holdover**

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

## GOVERNING LAW

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This Lease is governed by the statutory and case law of the State of Pennsylvania.

## CLEANING OF PREMISES

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1. At the end of the lease term, tenants will be financially responsible up to **\$500.00** for Cross River Realty, LLC's cleaning service to fully clean the unit. This fee is separate is separate from the security deposit being held on this unit and this money is strictly used for carpet cleaning and any other cleaning of the apartment or premises. Tenants must leave the unit in broom swept condition, free of any bulk trash or furniture. Back yards must be totally cleared of any debris, where applicable. Trash must be set to the curb on the last applicable trash day of the lease or will be subject to a **\$200.00** trash removal charge at the end of the lease term.

## ALARM FINES

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The City of Philadelphia will fine the homeowner **\$75.00** for an excess of false alarms. The property does have an alarm system registered with the City of Philadelphia. One of the tenants will be designated the second emergency contact with the alarm company to prevent false alarms and false alarm fines. If the result of a false alarm is a fine from the City of Philadelphia it will be the responsibility of the tenant to pay the fine and any thereafter. \_\_\_\_\_

Cross River Realty LLC and or owner are not responsible for burglaries or unauthorized enteries if the apartment burglar alarm is not used.

It is the tenants responsibility to use the alarm and to notify the landlord if the alarm is malfunctioning for any reason.

## OPEN DOOR POLICY

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At any time throughout the term of the lease and at any point in the day that a tenant needs a front door or a bedroom door opened by the landlord, the tenant will be charged a fee of **\$50.00**. The landlord will make every reasonable attempt to accommodate the tenant in such an act. In the event the landlord is not reachable, the tenant may contact a locksmith in an emergency and will incur any charges in doing so. If any damage is done to the locks or doors from a tenant forcibly opening a door, will result in a reduction of their security deposit.

## INSPECTIONS

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The landlord will conduct routine inspections of the premises and give the tenants 24 hour notice in doing so.

## BOUNCED CHECKS OR RETURNED ELECTRONIC PAYMENTS

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In the event the tenant bounces a check due to insufficient funds a **\$30.00** returned check fee will be applied to the following month's rent and the tenant will be responsible for paying such a fee.

## FIREARMS & WEAPONS

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Instruments which could be used in offensive or defensive combat or anything used or designated to be used in destroying or injuring a person or thing is illegal for possession or use in and around the premises. These items shall include, but not be limited to: fireworks or explosives, rifles, handguns, BB

guns, pellet guns, air guns, slingshots, bows and arrows, hunting knives, or crossbows. Storage of paintball markers are permitted, but not to be fired on the premises.

## PLUMBING & ELECTRICITY

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Tenant agrees not to put or pour any debris, grease, paper towels, baby wipes, Q-tips, tampons, newspaper, food, or any other matter in the sink, drain, garbage disposals or toilets. Tenant agrees to pay the entire cost on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up or overflowing showers, sinks, washers, dryers, bathtubs or other appliances. Tenant must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle.

## SMOKE DETECTORS

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- a) Landlord has supplied smoke detector(s) in the leased property. Tenant is responsible for smoke detector operation and agrees to replace batteries "as needed".
- b) Tenant agrees to tell Landlord immediately if any smoke detector(s) fails to work for any reason other than the battery.
- c) Tenant agrees not to disconnect a smoke detector or allow anyone else to disconnect it. Tenant is responsible for any injuries, damages, or loss suffered because of someone disconnecting a smoke detector for any reason.
- d) If a smoke detector needs to be replaced due to tenant negligence there will be a \$75.00 charge per smoke detector to replace.



## PAYMENTS/SECURITY DEPOSITS RECEIVED

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Before moving into a unit, the tenant must pay their security deposit, 1st month's rent and last month's rent.

*Signature*

By initialing here, you acknowledge and agree to the terms on this page. *Click to add your initials.*

Initial Here