

RESIDENTIAL LEASE

LR

This form recommended and approved for, but not restricted to use by the members of the Pennsylvania Association of REALTORS® (PAR).

LANDLORD'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) n/a PHONE n/a
AGENT n/a FAX n/a
ADDRESS n/a
Designated Agent(s) for Landlord, if applicable: n/a
OR
Broker is NOT the Agent for Landlord and is a/an: [ ] AGENT FOR TENANT [ ] TRANSACTION LICENSEE

TENANT'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) n/a PHONE n/a
AGENT n/a FAX n/a
ADDRESS n/a
Designated Agent(s) for Tenant, if applicable: n/a
OR
Broker is NOT the Agent for Tenant and is a/an: [ ] AGENT FOR LANDLORD [ ] SUBAGENT FOR LANDLORD [ ] TRANSACTION LICENSEE

When the same broker is Broker for Landlord and Broker for Tenant, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Landlord and Tenant. If the same Licensee is designated for Landlord and Tenant, the Licensee is a Dual Agent. Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Lease.

PARTIES

1. This LEASE, dated n/a is between LANDLORD(S) SAUDE GROUP, L.P. called "Landlord," and TENANT(S) called "Tenant," for the Property located at Unit No. , RIVERWATCH CONDOMINIUMS, ESSINGTON, PA 19079

Each Tenant is individually responsible for all obligations of this Lease, including rent, late fees, damages and other costs.

2. CO-SIGNERS

Co-signers: n/a Each Co-signer is individually responsible for all obligations of this Lease, including rent, late fees, damages and other costs. Co-signers do not have the right to occupy the Property as a Tenant without the Landlord's prior written permission.

3. LANDLORD CONTACT INFORMATION

Rental Payments: Maintenance Requests:
Payable to: SAUDE GROUP, L.P. Contact: SAME
Address: 6 HILLOCK LANE Address: n/a
CHADDS FORD, PA 19317 n/a
Phone: 610-459-8074 Fax: 610-459-8653 Phone: n/a Fax: n/a

RENTAL TERM

4. START AND END DATES OF LEASE (also called "Term")
(A) Start Date: n/a , at n/a a.m./p.m.
(B) End Date: n/a , at n/a a.m./p.m.
5. RENEWAL TERM (check one)
[X] This Lease will AUTOMATICALLY RENEW for a term of ONE YEAR (also called the "Renewal Term") at the End Date of this Lease or at the end of any Renewal Term unless:
1. Tenant gives Landlord at least 60 days written notice before End Date or before the end of any Renewal Term, OR
2. Landlord gives Tenant at least 60 days written notice before End Date or before the end of any Renewal Term.
[ ] This Lease will TERMINATE on the End Date unless extended in writing.

PREPARED BY: Connie Green, Legal Assistant

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Tenant(s) \_\_\_\_\_

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**RENT AND DEPOSIT**

29 **6. RENT**

- 30 (A) Rent is due in advance, without demand, on or before the  n/a  day of each month.
- 31 (B) The total Rent due each month is: ..... \$  n/a
- 32 (C) The total amount of Rent due during the Term is: ..... \$  n/a
- 33 (D) If Rent is more than  5  days late, Tenant pays a Late Charge of: .....\$  50.00
- 34 (E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional
- 35 Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.
- 36 (F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied
- 37 against the current Rent due.
- 38 (G) Tenant will pay a fee of \$  30.00  for any payment that is returned by any financial institution for any reason. Any Late
- 39 Charges will continue to apply until a valid payment is received.
- 40 (H) Landlord will accept the following methods of payment:  Cash  Money Order  Personal Check
- 41  Credit Cards  Other:  n/a   Other:  n/a

42 **7. PAYMENT SCHEDULE**

	<b>Due Date</b>	<b>Paid</b>	<b>Due</b>
(A) Security Deposit, held in escrow by: <u> SAUDE GROUP, L.P. </u>	<u> n/a </u>	\$ <u> n/a </u>	\$ <u> n/a </u>
Held at (financial institution): <u> n/a </u>			
(B) First month's rent <u> n/a </u>	<u> n/a </u>	\$ <u> n/a </u>	\$ <u> n/a </u>
(C) Other <u> n/a </u>	<u> n/a </u>	\$ <u> n/a </u>	\$ <u> n/a </u>
(D) Other <u> n/a </u>	<u> n/a </u>	\$ <u> n/a </u>	\$ <u> n/a </u>
<b>Total Rent and security deposit received to date:</b> .....		\$ <u> n/a </u>	
<b>Total amount due</b> .....			\$ <u> n/a </u>

50 **8. RETURN OF SECURITY DEPOSITS (see Information Regarding Security Deposits on back)**

- 51 (A) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing
- 52 address where Landlord can return the Security Deposit.
- 53 (B) Within 30 days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property that
- 54 Landlord claims Tenant is responsible for.
- 55 (C) Landlord may deduct repair costs and any unpaid rents from Tenant's Security Deposit. Any remaining Security Deposit will be
- 56 returned to Tenant within 30 days after Tenant moves from the Property.

**CARE AND USE OF PROPERTY**

58 **9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS**

- 59 (A) Tenant will use Property as a residence ONLY.
- 60 (B) Not more than  5  people will live on Property. List all other occupants who are not listed as Tenants in paragraph 1:
- 61  n/a

62 **10. POSSESSION**

- 63 (A) Tenant may move in (take possession of the Property) on the Start Date of this Lease.
- 64 (B) If Tenant cannot move in within  n/a  days after Start Date because the previous tenant is still there or because of property
- 65 damage, Tenant's exclusive rights are to:
- 66 1. Change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property
- 67 is available; OR
- 68 2. End the Lease and have all money already paid as rent or security deposit returned, with no further liability on the part of
- 69 Landlord or Tenant.

70 **11. LANDLORD'S RIGHT TO ENTER**

- 71 (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair,
- 72 or show the Property. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's
- 73 representative, or they have written permission from the Landlord.
- 74 (B) When possible, Landlord will give Tenant  12  hours notice of the date, time, and reason for the visit.
- 75 (C) In emergencies, Landlord may enter Property without notice. If Tenant is not present, Landlord will tell Tenant who was there and
- 76 why within 24 hours of the visit.
- 77 (D) Landlord may put up For Sale or For Rent signs on or near Property.

78 **12. CONDITION OF PROPERTY AT MOVE IN**

79 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following:

80  n/a

81 **13. APPLIANCES INCLUDED**

- 82  Stove  Refrigerator  Dishwasher  Washer  Dryer  Garbage Disposal  Microwave
- 83  Air Conditioning  n/a   Other  n/a   Other  n/a
- 84 **Landlord is responsible for repairs to appliances listed above unless otherwise stated here:**
- 85  n/a

86 **14. UTILITIES AND SERVICES**

87 Landlord and Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is not

88 marked as being paid by the Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for loss of  
89 service if interrupted by circumstances beyond the Landlord's control.

91	Landlord	Tenant	Landlord	Tenant
92	pays	pays	pays	pays
93	<input type="checkbox"/>	<input checked="" type="checkbox"/> Cooking Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/> Air Conditioning
94	<input type="checkbox"/>	<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/> Cable Television
95	<input type="checkbox"/>	<input checked="" type="checkbox"/> Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/> Condominium Fee
96	<input type="checkbox"/>	<input checked="" type="checkbox"/> Hot Water	<input type="checkbox"/>	<input checked="" type="checkbox"/> Parking Fee
97	<input type="checkbox"/>	<input checked="" type="checkbox"/> Cold Water	<input type="checkbox"/>	<input checked="" type="checkbox"/> Maintenance of Common Areas
98	<input type="checkbox"/>	<input checked="" type="checkbox"/> Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/> Pest/Rodent Control
99	<input type="checkbox"/>	<input checked="" type="checkbox"/> Sewage Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/> Snow/Ice Removal
100	<input type="checkbox"/>	<input checked="" type="checkbox"/> Sewer Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/> Telephone Service
101	<input type="checkbox"/>	<input checked="" type="checkbox"/> Lawn and Shrubbery Care	<input type="checkbox"/>	<input type="checkbox"/> n/a _____
102	<input type="checkbox"/>	<input checked="" type="checkbox"/> Heater Maintenance Contract	<input type="checkbox"/>	<input type="checkbox"/> n/a _____

103 Comments:  
104 n/a

105 **15. TENANT'S CARE OF PROPERTY**

- 106 (A) Tenant will:
- 107 1. Keep the Property clean and safe.
  - 108 2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
  - 109 3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property,  
110 including any elevators.
  - 111 4. Tell Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
  - 112 5. Obey all laws.
- 113 (B) Tenant will not:
- 114 1. Keep any flammable, hazardous and/or explosive materials on the Property.
  - 115 2. Destroy, damage or deface any part of the Property or common areas.
  - 116 3. Disturb the peace and quiet of other tenants or neighbors.
  - 117 4. Make changes to the property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that  
118 any changes or improvements made will belong to the Landlord.
  - 119 5. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.
- 120 (C) Tenant is solely responsible to pay the costs for repairing any damage that is the fault of Tenant or Tenant's family or guests.

121 **16. SUBLEASING AND TRANSFER**

- 122 (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.  
123 (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without  
124 Landlord's written permission.

125 **17. PETS**

- 126 Tenant will not keep or allow any pets of any part of the Property, unless checked below.  
127  Tenant may keep pets with Landlord's written permission according to the terms of the attached Rules and Regulations.

128 **18. RULES AND REGULATIONS**

- 129 (A) Rules and Regulations for use of the Property and common areas are attached.  Yes  No  
130 (B) Any violation of the Rules and Regulations is a breach of this Lease.  
131 (C) Landlord may change the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or welfare of  
132 others. Landlord agrees to provide all changes to Tenant in writing.  
133 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.

134 **19. SMOKE DETECTORS AND FIRE PROTECTION SYSTEMS**

- 135 (A) Landlord has installed smoke detectors in the Property. Tenant will maintain and regularly test smoke detectors to be sure  
136 they are in working order, and will replace smoke detector batteries as needed.  
137 (B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors.  
138 (C) Failure to properly maintain smoke detectors, replace smoke detector batteries or notify Landlord or Landlord's agent of any broken or  
139 malfunctioning smoke detectors is a breach of this Lease.  
140 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is  
141 stated in the Rules and Regulations, if any.  
142 (E) Tenant will pay for damage to the Property if Tenant fails to maintain smoke detectors or other fire protection systems.

143 **20. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978**

- 144  Property was built in or after 1978. This paragraph does not apply.  
145  Property was built before 1978. Landlord and Tenant must provide information in this paragraph.  
146 (A) **Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:**  
147 \_\_\_\_\_ Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord must  
148 explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is,  
149 and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about  
150 the lead-based paint and lead-based paint hazards.

PREPARED BY: Connie Green, Legal Assistant

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Tenant(s) \_\_\_\_\_

- 151 (B) **Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated below:**  
 152 \_\_\_\_\_ Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on  
 153 the property. List records and reports:  
 154 n/a
- 
- 155 (C) Tenant initial all that are true:  
 156 \_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.  
 157 \_\_\_\_\_ Tenant has read the information given by Landlord in paragraph 20 (A) and (B) above.  
 158 \_\_\_\_\_ Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above.
- 159 (D) Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge.
- 160 **21. DESTRUCTION OF PROPERTY**  
 161 (A) Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or by any  
 162 other cause. Tenant will immediately notify Landlord or Landlord's agent of any condition in the Property that could severely  
 163 damage or destroy the Property.  
 164 (B) If the Property is severely damaged or destroyed for any reason:  
 165 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord  
 166 until the damages are repaired, OR  
 167 2. If the law does not allow Tenant to live on the Property, this lease is ended.  
 168 (C) If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.  
 169 (D) If Tenant, Tenant's family, or Tenant's guests cause damage by fire or by other means, this Lease will remain in effect and Tenant  
 170 will continue to pay rent, even if Tenant cannot occupy the Property.
- 171 **22. INSURANCE AND RELEASE**  
 172 (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's property, or Tenants guests. Tenant is advised to obtain  
 173 property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured while on the Property.  
 174  **IF CHECKED**, Tenant must have insurance policies providing at least \$ n/a property insurance  
 175 and \$ n/a liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be injured  
 176 while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof  
 177 of insurance upon request,  
 178 (B) Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property.  
 179 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including attorney's fees.

**ENDING LEASE**

- 180 **23. LANDLORD REMEDIES IF TENANT BREACHES LEASE**  
 181 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:  
 182 1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and reasonable  
 183 costs, including the cost for Landlord or Landlord's agent to attend court hearings.  
 184 2. Filing a lawsuit against Tenant for rents, damages and unpaid charges, and for rents and charges for the rest of the Lease term.  
 185 If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take  
 186 Tenant's personal goods, furniture, motor vehicles and money, in banks.  
 187 3. Keeping Tenant's Security Deposit to be applied against unpaid rent or damages, or both.  
 188 (B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice.  
 189 **TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT**  
 190 **NOTICE PERIOD IS STATED HERE:**  
 191 n/a
- 

- 193 **24. TENANT ENDING LEASE EARLY**  
 194 Tenant may end this Lease and move out of the Property before the End Date of the Lease or any Renewal Term only with written  
 195 permission of Landlord, and only if:  
 196 (A) Tenant gives Landlord at least n/a days written notice, AND  
 197 (B) Tenant pays Landlord a Termination fee of n/a, AND  
 198 (C) Tenant continues to pay all rent until the End Date of the Lease, or any Renewal Term, or until a new tenant is approved by  
 199 Landlord and a new lease takes effect, whichever happens first.

- 200 **25. ABANDONMENT**  
 201 (A) If Tenant abandons Property while Rent is due and unpaid, Landlord has the right to take possession of the Property immediately  
 202 and to rent the Property to another tenant.  
 203 (B) Any of Tenant's personal property or possessions remaining on the Property after Tenant moves out will be considered to be  
 204 abandoned property. Landlord will have the right to remove and dispose of any abandoned property in any manner determined by  
 205 Landlord. Tenant will pay for the cost of removal and disposal of abandoned property.

- 206 **26. SALE OF PROPERTY**  
 207 (A) If Property is sold, Landlord will give Tenant in writing:  
 208 1. Notice that the Security Deposit has been given to the new landlord, who will be responsible for it.  
 209 2. The name, address and phone number of the new landlord and where rent is to be paid, if known.  
 210 (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced rent to the new landlord.  
 211 (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.  
 212 (D) If Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if  
 213 Landlord gives at least n/a days written notice to Tenant. Tenant is not entitled to any payment of damages.

**PREPARED BY: Connie Green, Legal Assistant**

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Tenant(s) \_\_\_\_\_

214 **27. IF GOVERNMENT TAKES PROPERTY**

- 215 (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- 216 (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is
- 217 taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused Security
- 218 Deposit or advanced rent.
- 219 (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

**ADDITIONAL TERMS**

- 220 **28. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER** Landlord may have a mortgage on the Property. The rights
- 221 of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender
- 222 could take the Property and end this Lease.)
- 223 **TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE**
- 224 **IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.**
- 225 **29. CAPTIONS** The headings in this Lease are meant only to make it easier to find the paragraphs.
- 226 **30. ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made
- 227 before are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the
- 228 Term of this Lease are valid unless in writing signed by both Landlord and Tenant.

229 **NOTICE BEFORE SIGNING: If Tenant has legal questions, Tenant is advised to consult an attorney.**

230 **If Landlord or Tenant are represented by a licensed real estate broker, Tenant and/or Landlord acknowledge receipt of the**

231 **Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.**

232 **By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information**

233 **set forth in this Lease.**

WITNESS \_\_\_\_\_ TENANT \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ CO-SIGNER \_\_\_\_\_ DATE \_\_\_\_\_

SAUDE GROUP, L.P.

WITNESS \_\_\_\_\_ LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

By: DONALD J. WEISS

234 **Brokers'/Licensees' Certifications** By signing here, Brokers and Licensees involved in this transaction certify that: (1) The information

235 given is true to the best of their knowledge; AND (2) They have told Landlord of Landlord's responsibilities under the Residential

236 Lead-Based Paint Hazard Reduction Act (42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements (see Lead-Based

237 Paint Hazards Notice). Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act.

238 **BROKER FOR LANDLORD (Company Name) n/a** \_\_\_\_\_

239 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

240 **BROKER FOR TENANT (Company Name) n/a** \_\_\_\_\_

241 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

242 As part of payment received by Landlord, n/a (current Landlord) now transfers to

243 n/a (new landlord) his heirs and estate, this Lease and the right to receive the rents and other benefits.

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SAUDE GROUP, L.P.

WITNESS \_\_\_\_\_

LANDLORD \_\_\_\_\_

DATE \_\_\_\_\_

By: DONALD J. WEISS

## NOTICES AND INFORMATION

### **PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT**

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

### **INFORMATION REGARDING SECURITY DEPOSITS**

#### **Taking Security Deposits**

During the first year of a Lease, a Landlord may not require a security deposit of more than two months' rent. After the first year of a Lease, this amount cannot exceed one month's rent, and any security deposit of more than one month's rent must be returned to the Tenant. If rent is increased during the first five years a Tenant is in a Property, Landlord may require that the amount of the security deposit be increased as well. After five years, the security deposit cannot be increased even if the rent goes up.

#### **Holding Security Deposits**

If a Security Deposit is more than \$100, the Landlord must keep the Security Deposit in a special bank account called an escrow account. Landlord is required to tell Tenant the name and address of the bank where the escrow account is located, as well as the amount of the deposit in the escrow account. After the second year of a lease the Security Deposit must be in an escrow account that earns interest. Interest that is earned on Security Deposits belongs to the Tenant, but each year Landlord has the right to keep some or all of that interest up to an amount equal to 1% of the Security Deposit to cover certain administrative expenses. [For example, if a Security Deposit of \$500 is held in an escrow account that earns \$10 of interest in a year, Landlord has the option to retain up to 1% of the Security Deposit amount (\$5) out of that interest.] If the interest carried is less than 1% of the Security Deposit amount, Landlord may keep all the interest, but Landlord can **never** take any money out of the original Security Deposit for administrative expenses. After the second year of a lease, any interest belonging to Tenant must be returned to Tenant once a year on the anniversary of the first day of the original lease term.

#### **Returning Security Deposits**

When a lease is ended, Landlord has 30 days to give Tenant a written list of any damage to the Property that Landlord claims Tenant is responsible for. If the cost to repair this damage is less than the amount of the Security Deposit being held, Landlord must return the amount of the deposit not being held back to fix those damages when the list is provided, along with any additional interest that has not yet been paid to Tenant. If damages are more than the amount of the Security Deposit plus interest, Landlord may keep the entire Security Deposit. **Landlord may not keep any of the Security Deposit to cover damages if a list of damages is not given to Tenant within that 30 day period.** If Landlord doesn't return Tenant's Security Deposit within 30 days of the end of the Lease, Tenant may sue and Landlord may be required to pay Tenant up to twice the amount of the portion of the Security Deposit that should have been returned. It is the responsibility of Tenant to give Landlord his/her new address after the Lease is ended. **If Tenant does not provide a new address to Landlord, Landlord is not liable for damages for failing to return Security Deposit monies within 30 days.**

### **LEAD-BASED PAINT HAZARDS**

#### **Lead Hazards Disclosure Requirements**

The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the Tenant an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The Landlord also must tell the Tenant and the Broker for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to tenants before the Landlord starts any major renovations on a pre-1978 structure. The Act does not apply to housing built in 1978 or later.

#### **Lead Warning Statement**

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

### **INFORMATION REGARDING MEDIATION**

PREPARED BY: Connie Green, Legal Assistant

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Tenant(s) \_\_\_\_\_

Mediation is a way of resolving problems. A mediator may help the disputing parties reach an agreeable solution without having to involve the courts. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

#### **INFORMATION REGARDING TENANTS' RIGHTS**

Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a Tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.

#### **INFORMATION REGARDING MOLD AND INDOOR AIR QUALITY**

Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen, and viruses) have been associated with allergic responses including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been made that exposure to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of any indoor contamination. Because individuals may be affected differently, or not affected at all, by mold contamination, the surest approach to determine the presence of contamination is to engage the services of a qualified professional to undertake an assessment and/or sampling. Assessments and samplings for the presence of mold contamination can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information pertaining to indoor air quality is available through the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318. Tenants should immediately notify Landlord if there is any condition in the Property that may lead to the growth of mold or if the Tenant believes that mold growth is present in the Property.

**PREPARED BY: Connie Green, Legal Assistant**

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