

RESIDENTIAL LEASE

RL

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

PARTIES	
TENANT(S): <div style="background-color: black; width: 100%; height: 20px;"></div>	LANDLORD(S): Esser Properties, LLC
TENANT'S MAILING ADDRESS: 	LANDLORD'S MAILING ADDRESS: <div style="background-color: black; width: 100%; height: 20px;"></div>

PROPERTY	
Property Address <u>326</u>	Frederick Court
	Unit _____ ZIP <u>17403</u>
in the municipality of <u>York</u> , County of <u>York County</u>	
in the School District of <u>York City School District</u> , in the Commonwealth of Pennsylvania.	

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is: <input type="checkbox"/> Tenant Agent (Broker represents Tenant only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Fax _____ Email _____ Licensee(s) is: <input type="checkbox"/> Tenant Agent (all company licensees represent Tenant) <input type="checkbox"/> Tenant Agent with Designated Agency (only licensee(s) named above represent Tenant) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Landlord is not represented by a broker)	
Broker (Company) <u>Yorktowne Property Shoppe, LLC</u> Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is: <input checked="" type="checkbox"/> Landlord Agent (Broker represents Landlord only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) <u>N/A</u> Fax _____ Email _____ Licensee(s) is: <input type="checkbox"/> Landlord Agent (all company licensees represent Landlord) <input checked="" type="checkbox"/> Landlord Agent with Designated Agency (only licensee(s) named above represent Landlord) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.

By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant Initials: [REDACTED] / [REDACTED]

Landlord Initial [REDACTED] [REDACTED]

THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME



58 (H) Landlord will accept the following methods of payment: (X) Cash (X) Money Order () Personal Check
59 (X) Credit Cards (X) Cashier's Check (X) Other: Online with card or bank account with convenience fee.)

60 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).
61 (I) The first \$ _____ of Rent due will be made payable to _____ (Broker
62 for Landlord, if not specified). The Security Deposit will be made payable to Landlord, or Landlord's representative.
63 (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

64 8. PAYMENT SCHEDULE

	Due Date	Paid	Due
66 (A) Security Deposit: 1495	_____	\$ _____	\$ _____
67 (B) First month's Rent: 995	_____	\$ _____	\$ _____
68 (C) Other: Leasing Fee: \$50	_____	\$ _____	\$ _____
69 (D) Other: _____	_____	\$ _____	\$ _____
70 (E) Other: _____	_____	\$ _____	\$ 2540
71 Total Rent and security deposit received to date:		\$ _____	
72 Total amount due			\$ _____

73 9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS

74 (A) Tenant will use the Property as a residence ONLY.
75 (B) Not more than 5 _____ people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:
76 Name _____ 18 or older Name _____ 18 or older
77 Name _____ 18 or older Name _____ 18 or older
78 Guide or support animals: Type _____ Breed _____ Name _____
79 Additional information is attached

80 10. POSSESSION

81 (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
82 (B) If Tenant cannot move in within _____ days (0 if not specified) after Starting Date because the previous tenant is still there or be-
83 cause of property damage which makes the Property unsafe, unsanitary, or unfit for human habitation, Tenant's exclusive rights are
84 to:
85 1. Change the Starting Date of the Lease to the day when the Property is available. Tenant will not owe or be charged Rent until
86 the Property is available; OR
87 2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability
88 on the part of Landlord or Tenant.

89 11. LANDLORD'S RIGHT TO ENTER

90 (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the
91 Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with Landlord or Landlord's rep-
92 resentative, or they have written permission from Landlord.
93 (B) When possible, Landlord will give Tenant _____ hours (24 if not specified) notice of the date, time, and reason for the visit.
94 (C) In emergencies, Landlord may enter the Property without notice. If Tenant is not present, Landlord will notify Tenant who was there
95 and why within _____ hours (24 if not specified) of the visit. Showing the Property is not considered an emergency.
96 (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on, in, or near the Property.

97 12. RULES AND REGULATIONS

98 (A) (X) Rules and Regulations for use of the Property and common areas are attached.
99 Homeowners Association or Condominium rules and regulations for the Property are attached.
100 (B) Any violation of the Rules and Regulations is a breach of this Lease.
101 (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant, is intended to protect the condition or
102 value of the Property, or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.
103 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
104 (E) If any fine is imposed on Landlord by the municipality or any other governing body because of the actions of Tenant, or Tenant's
105 family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

106 13. PETS

107 Tenant will not keep or allow any pets on any part of the Property, unless checked below. Guide and support animals are not pets.
108 Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and
109 Regulations.

110 14. CONDITION OF PROPERTY AT MOVE IN

111 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: _____
112 _____
113 _____

114 Tenant Initials: _____

Signature box for Tenant with dotloop logo

Landlord Initials: _____

Signature box for Landlord

175 **19. DESTRUCTION OF PROPERTY**

- 176 (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged
- 177 or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Para-
- 178 graph 3) of any condition in the Property that could severely damage or destroy the Property.
- 179 (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue
- 180 to pay rent, even if Tenant cannot occupy the Property.
- 181 (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
- 182 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 until
- 183 the damage is repaired, OR
- 184 2. If the law does not allow Tenant to live on the Property, this Lease is ended.

185 **20. INSURANCE AND RELEASE**

- 186 (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Tenant is advised to
- 187 obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured
- 188 while on the Property.
- 189 **IF CHECKED**, Tenant must have insurance policies providing at least \$ 10,000.00 personal property insurance
- 190 and \$ 100,000.00 liability insurance to protect Tenant, Tenant's personal property and Tenant's guests who may
- 191 be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant
- 192 will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these
- 193 policies.
- 194 (B) Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Property.
- 195 (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's
- 196 fees associated with that loss, if awarded by a court.

197 **21. HOLDOVER TENANTS**

198 If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will

199 be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily

200 basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded

201 by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek

202 reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests.

203 **22. TENANT ENDING LEASE EARLY**

204 Tenant may **not** end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in

205 writing.

206 **23. ABANDONMENT OF PERSONAL PROPERTY**



- 207 (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of Tenant's
- 208 remaining personal property may be considered abandoned if any of the following apply:
- 209 1. Tenant has vacated the Property after termination of the Lease;
- 210 2. An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and removed
- 211 almost all of Tenant's personal property;
- 212 3. An eviction order or order for possession has been entered in favor of Landlord;
- 213 4. Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of
- 214 a forwarding address; OR
- 215 5. Tenant has vacated the Property without showing an intent to return, Rent is more than 15 days past due and Landlord has posted
- 216 notice regarding Tenant's rights to Tenant's personal property.
- 217 (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant. Tenant will
- 218 have ten days from the date the notice was postmarked to:
- 219 1. Retrieve Tenant's personal property, OR
- 220 2. Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored
- 221 by Landlord, Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will
- 222 be responsible for storage costs.
- 223 (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

224 **24. LANDLORD REMEDIES IF TENANT BREACHES LEASE**

- 225 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
- 226 1. Taking possession of the Property by going to court to evict Tenant.
- 227 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term
- 228 or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish
- 229 Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
- 230 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
- 231 4. Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court.

232 **(B) IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT**

233 Tenant Initials:

 / 

Landlord Initials:

 / 

291 **34. SPECIAL CLAUSES**

292 **(A) The following are part of this Lease if checked:**

- 293 Change of Lease Terms Addendum (PAR Form CLT)
- 294 Pet Addendum (PAR Form PET)
- 295 Residential Lead-Based Paint Hazards Disclosure Form for Rentals (PAR Form LPDR)
- 296 Additional Rules
- 297 Do not flush letter

298 **(B) Additional Terms:**

299 _____

300 _____

301 _____

302 _____

303 _____

304 _____

305 _____

306 _____

307 _____

308 _____

309 _____

310 _____

311 _____

312 _____

313 _____

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

315 **If a real estate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and Tenant acknowl-**

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

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

318 **forth in this Lease.**

319 A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

320	TENANT	[Redacted]	DATE	04/24/2020
321	TENANT	[Redacted]	DATE	_____
322	TENANT	[Redacted]	DATE	_____
323	CO-SIGNER	[Redacted]	DATE	_____
324	CO-SIGNER	[Redacted]	DATE	_____
325	CO-SIGNER	[Redacted]	DATE	_____
326	LANDLORD	[Redacted]	DATE	_____
327	LANDLORD	[Redacted]	DATE	_____
328	EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER			DATE
329	[Redacted]		DATE	_____

330 **LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

331 As part of payment received by Landlord, _____ (current Landlord) now transfers to

332 _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and

333 other benefits.

334	CURRENT LANDLORD	[Redacted]	DATE	_____
335	CURRENT LANDLORD	[Redacted]	DATE	_____
336	NEW LANDLORD	[Redacted]	DATE	_____
337	NEW LANDLORD	[Redacted]	DATE	_____