

# Residential Lease Agreement

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THIS IS A RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

## 1. NAMES OF LANDLORD AND TENANT

Name of the **Landlord**: Old Liberty Land and Development  
122 East Queen Street, Suite 1  
Chambersburg, PA 17201  
717-446-0105

Name(s) of the **Tenant(s)**:

## 2. LEASED PROPERTY

The **leased property** is the place that **landlord** agrees to lease to **tenant**. The leased property is:

## 3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on: \_\_\_\_\_

This lease ends on: **10:00AM** on \_\_\_\_\_

## 4. RENT

The amount of rent is: \$\_\_\_\_\_ each month.

**Tenant** agrees to pay the monthly rent in advance on or before the \_\_\_\_\_ day of each month. **Landlord** does not have to ask (**MAKE DEMAND UPON**) **tenant** to pay the rent. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **landlord** at the place specified by **landlord**.

**Tenant** agrees to pay a **LATE CHARGE** of \$\_\_\_\_\_ per day if **tenant** does not pay the rent on time. If **tenant** mails the rent to **landlord**, the date of payment will be the date the letter is postmarked.

## 5. SECURITY DEPOSIT

**Tenant** agrees to pay a security deposit of \$\_\_\_\_\_.

**Tenant** agrees to pay the security deposit to **landlord** before the lease starts and before **landlord** gives possession of the leased property to **tenant**.

**Landlord** can take money from the security deposit to pay for any damages caused by **tenant**, **tenant's** family and **tenant's** guests. **Landlord** may take the security deposit to pay for any unpaid rent.

After taking out for damages and unpaid rent, **landlord** agrees to send to **tenant** any security deposit money left over. **Landlord** will send the remaining security deposit money to **tenant** no later than 30 days after the lease ends and **tenant** leaves. **Landlord** also agrees to send to **tenant** a written list of damages and amounts of money taken from the security deposit.

**Tenant** agrees to give **landlord** a written forwarding address when **tenant** leaves and the lease ends.

**Tenant** may not use the security deposit as payment of the last month's rent.



1 **6. LANDLORD'S DUTY AT THE START OF THE LEASE**

2 **Landlord** agrees to give **tenant** possession of the leased property on the starting date of the lease. The  
3 lease will start even if **landlord** cannot give **tenant** possession of the leased property because the prior  
4 **tenant** is still in the leased property or the leased property is damaged. **IF LANDLORD CANNOT GIVE**  
5 **TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES**  
6 **POSSESSION OF THE LEASED PROPERTY TO TENANT.**

7  
8 **7. DAMAGE TO LEASED PROPERTY**

9 **Tenant** agrees to notify **landlord** immediately if the leased property is damaged by fire or any other cause.  
10 **Tenant** agrees to notify **landlord** if there is any condition in the leased property that could damage the leased  
11 property or harm **tenant** or others. If **tenant** cannot live in the whole leased property because it is damaged  
12 or destroyed, **tenant** may:

13  
14 1) live in the undamaged part of the leased property and pay less rent until the leased property  
15 is repaired.

16 OR

17 2) end the lease and leave the leased property.

18  
19 **Tenant** agrees that if the leased property is damaged or destroyed and **tenant** ends the lease, **landlord** has  
20 no further responsibility to **tenant**.

21  
22 **8. INSURANCE**

23 **Landlord** agrees to have insurance on the building where the leased property is located. **Tenant's** own  
24 property is *not* insured by **landlord's** insurance. **Tenant** is responsible for **tenant's** own property that is  
25 located in the leased property. **Tenant** is strongly encouraged to obtain renter's insurance to protect their  
26 belongings.

27  
28 **9. TRANSFERS BY TENANT**

29 **Tenant** agrees not to transfer this lease to anyone else without the written permission of **landlord**.

30  
31 **Tenant** agrees not to lease all or any part of the leased property to anyone else without the written consent of  
32 **landlord**. **Tenant** agrees that if **tenant** transfers this lease or leases all or a part of the leased property to  
33 another, **tenant** has broken this lease.

34  
35 **10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE**

36 **Landlord** is responsible for all damage to property or injury to people that is the fault of **landlord** or people  
37 employed by **landlord** at the leased property. **Tenant** is responsible for all damage to the leased property  
38 and injury to people caused by **tenant**, **tenant's** family or guests.

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40 **Tenant** agrees that **landlord** is not responsible to **tenant**, **tenant's** family or guests for damage or injury  
41 caused by water, snow or ice that comes on the leased property unless **landlord** was at fault.

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43 **11. USE OF LEASED PROPERTY**

44 **Tenant** agrees to use the leased property only as a residence. **Tenant** agrees to obey all federal, state and  
45 local laws and regulations when using the leased property. **Tenant** agrees not to store any flammable or  
46 dangerous things in or around the leased property.

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48 **Tenant** agrees not to do anything in or around the leased property which could harm anyone or damage any  
49 property.

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51 **Tenant** agrees that **tenant** will not allow more than \_\_\_\_\_ people to live in the leased property without the  
52 written permission of **landlord**.

53  
54 **12. RULES AND REGULATIONS**

55 **Tenant** agrees to obey all rules and regulations for the leased property. If **tenant** breaks any rules or  
56 regulations for the leased property, **tenant** breaks this lease.



1 **13. LANDLORD'S RIGHT TO PUT A MORTGAGE ON THE LEASED PROPERTY**

2 **Tenant** agrees that **landlord** has the right to put a mortgage on the leased property. If **landlord** has a  
3 mortgage on the leased property now, or if **landlord** gets a mortgage later, **tenant** agrees that this lease is  
4 lower in right to the mortgage that the **landlord** has put on the leased property.  
5

6 **14. CARE OF LEASED PROPERTY**

7 **Tenant** is responsible for, and will take good care of, the leased property and all of the property in and around  
8 the leased property. **Tenant** agrees to pay for any damage which is the fault of **tenant**, **tenant's** family and  
9 **tenant's** guests. **Tenant** agrees to move out and give back the leased property to **landlord** when the lease  
10 ends.  
11

12 **15. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY**

13 **Tenant** agrees that **landlord** and people working for **landlord** may go into the leased property at reasonable  
14 times. **Landlord** and people working for **landlord** may inspect, make repairs, do maintenance, and show the  
15 leased property to others.  
16

17 **16. UTILITY SERVICES**

18 **Landlord** and **tenant** agree to pay for the charges for utilities and services supplied to the leased property as  
19 follows:  
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<u>Charge or Service:</u>	<u>Paid By:</u>
Cable or Satellite Television	
Electric Service	
Water Service	
Hot Water	
Central Heating	
Natural Gas Service	
Refuse Collection	
Lawn Maintenance	
Snow and Leaf Removal	
Water Softener Charges	
Sewer Charges	
Parking Fee	
Pest Control Charges	
Tenant-Caused Maintenance	
Other:	

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40 **Landlord** has the right to turn off service to the leased property in order to make repairs or to do  
41 maintenance.  
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43 **17. WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENTS IN THIS LEASE**

44 WHEN **TENANT** DOES NOT DO SOMETHING THAT **TENANT** HAS AGREED TO DO, **TENANT** BREAKS  
45 THIS LEASE.  
46

47 IF **TENANT** BREAKS THIS LEASE, **TENANT** MAY LOSE **TENANT'S** SECURITY DEPOSIT.  
48

49 IF **TENANT** BREAKS THIS LEASE, **LANDLORD** ALSO CAN SUE **TENANT** FOR OTHER EXPENSES AND  
50 MAY GO TO COURT TO REMOVE **TENANT** FROM THE LEASED PROPERTY.  
51

52 IF THERE IS ONLY ONE **TENANT** ON THIS LEASE, THEN THE **LANDLORD** CAN ONLY SUE ONE  
53 **TENANT** FOR THAT **TENANT'S** BREAKING THE AGREEMENTS MADE IN THIS LEASE.  
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55 IF THERE IS MORE THAN ONE **TENANT**, THEN THE **LANDLORD** CAN SUE ALL **TENANTS** TOGETHER  
56 AS A GROUP.  
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1 **TENANT BREAKS THIS LEASE IF TENANT:**

- 2 1) DOES NOT PAY RENT OR OTHER CHARGES TO **LANDLORD** ON TIME
- 3 2) LEAVES THE LEASED PROPERTY FOR GOOD WITHOUT THE **LANDLORD'S** PERMISSION
- 4 BEFORE THE END OF THE LEASE
- 5 3) DOES NOT LEAVE THE LEASED PROPERTY AT THE END OF THE LEASE
- 6 4) DOES NOT DO ALL OF THE THINGS THAT **TENANT** AGREED TO DO IN THIS LEASE

7

8 IF **TENANT** BREAKS THE LEASE, EACH **TENANT** AGREES TO GIVE UP THE RIGHT TO HAVE A

9 *NOTICE TO LEAVE*, ALSO KNOWN AS A *NOTICE TO QUIT*. THIS MEANS THAT THE **LANDLORD** MAY

10 FILE A LAWSUIT IN COURT ASKING FOR A COURT ORDER EVICTING EACH **TENANT** FROM THE

11 LEASED PROPERTY WITHOUT GIVING EACH **TENANT** *NOTICE TO QUIT* FIRST. **LANDLORD DOES**

12 *NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PROPERTY. THE LANDLORD CAN*

13 *ONLY EVICT TENANT BY COURT ACTION.*

14

15 THE **LANDLORD** DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS A **TENANT**

16 HAS BROKEN THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH **TENANT** IS GIVING UP

17 *NOTICE TO QUIT*, EACH **TENANT** WILL HAVE A CHANCE IN COURT TO HAVE A JUDGE DECIDE ON

18 **LANDLORD'S** CLAIM FOR EVICTION.

19

20 IF **TENANT** BREAKS THE LEASE AGREEMENT, THE **LANDLORD** MAY SUE EACH **TENANT** IN COURT:

- 21 1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY
- 22 **TENANT'S** BREAKING THE AGREEMENTS IN THE LEASE.
- 23 2) TO GET THE LEASED PROPERTY BACK (EVICTION).
- 24 3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER
- 25 PERSON MOVES INTO THE LEASED PROPERTY AS A NEW **TENANT**.

26

27 IF **LANDLORD** WINS A LAWSUIT AGAINST **TENANT**, **LANDLORD** CAN USE THE COURT PROCESS TO

28 TAKE **TENANT'S** PERSONAL GOODS, FURNITURE, MOTOR VEHICLES AND MONEY IN BANKS.

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30 **TENANT** AGREES THAT **LANDLORD** MAY RECEIVE REASONABLE ATTORNEYS FEES AS PART OF A

31 COURT RULING IN A LAWSUIT AGAINST **TENANT** FOR BREAKING THE AGREEMENTS OF THIS

32 LEASE.

33

34 **18. SPECIAL CONDITIONS**

35 The Attorney General has not pre-approved any special conditions/additional terms added by the **landlord** or

36 **tenant** after the plain language pre-approval of this contract.

37

38 **BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND**

39 **UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

40

41 DATE SIGNED BY **LANDLORD**:

42

43 **LANDLORD:**

44

45

46 \_\_\_\_\_

47 For Old Liberty Land and Development

48 \_\_\_\_\_

49 Date

50

51 DATE SIGNED BY **TENANT(S)**:

52 **TENANT(S):**

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54 \_\_\_\_\_

55 Tenant 1

56 \_\_\_\_\_

57 Date

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59 Tenant 2

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Date



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Tenant 3 \_\_\_\_\_

Date \_\_\_\_\_

Tenant 4 \_\_\_\_\_

Date \_\_\_\_\_

**THIS LEASE HAS BEEN PRE-APPROVED BY  
THE OFFICE OF THE ATTORNEY GENERAL OF PENNSYLVANIA**

**In the Opinion of the Office of the Attorney General, a preapproved consumer contract meets the Test of Readability under 73 P.S. Section 2205 of the Plain Language Consumer Contract Act. Preapproval of a consumer contract by the Office of the Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contents or legality of the contract.**



# Residential Lease Addendum

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Every lessee of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real property is required to disclose to the lessee the presence or absence of any lead-based paint and/or lead-based paint hazards. A comprehensive lead inspection or risk assessment for possible paint and/or lead-based paint hazards is recommended prior to lease.

The paragraph above means that within ten (10) days from the signing of this lease, the Tenant can pay for a complete lead inspection and risk assessment of the rental property by a certified lead inspector. If the inspector reveals that lead-based paint hazards are present in the rental property, the Tenant has: (a) Two (2) business days after receiving the report to end the lease and (b) get back all rents and Security Deposits paid to Landlord. If the Tenant does not end this lease within two (2) days after getting the report, the Tenant gives up the right to get an inspection to end this lease.

### Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

- i.  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
*The property was built long before 1978. It is assumed that all of the surfaces were at one time painted with lead based paint. The Premises has been painted numerous times since 1978 and the Landlord is not aware of any surface that exposes lead based paint.*
- ii.  Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (Check (i) or (ii) below):

- i.  Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):
- ii.  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

### Tenant's Acknowledgment (initial)

(c) \_\_\_\_\_ Tenant has received copies of all information listed above.

(d) \_\_\_\_\_ Tenant has received the pamphlet Protect Your Family From Lead In Your Home.

(e) \_\_\_\_\_ Tenant has (check (i) or (ii) below):

- i. \_\_\_\_\_ received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- ii. \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based paint hazards.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty of up to \$11,000 for each violation.

Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord: \_\_\_\_\_

Date: \_\_\_\_\_



# Residential Lease Addendum

## Storage Locker

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**Tenant:**

**Locker Number:**

Tenant may not store any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the demised Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Tenant may not store any items which may create or cause a disagreeable odor.

Tenant agrees that storage is at his or her own risk and agrees to obtain separate insurance coverage for items stored in this locker.

Tenant may not keep items in the storage area in any place but the locker number as assigned above.

Tenant must provide his or her own lock and keys for the storage locker.

Tenant must not interfere with any mechanical or electrical systems that may be present in the storage area.

Landlord is not responsible for any items which are lost, stolen, or damaged in the storage area.

Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord: \_\_\_\_\_

Date: \_\_\_\_\_





# Residential Lease Addendum

## Rules and Regulations

These Rules and Regulations and any later changes and additions to these Rules and Regulations are a part of this Lease.

Tenant agrees that these Rules and Regulations will be observed by Tenant, all occupants in the Leased Unit, the employees of Tenant and all guests of Tenant.

1. Making payment with a Dishonored Check results in a \$50.00 fee.
2. There is a \$50.00 fee for each key not returned at the end of the lease.
3. There is a \$30.00 fee for each tenant lock-out.
4. Alcohol and Illegal Drugs are prohibited and their use will result in the termination of this lease.
5. Smoking anywhere indoors is strictly prohibited and will result in the termination of this lease.
6. Cigarette butts, trash, and litter must be disposed of properly at all times.
7. All trash outside of the Leased Unit must be bagged and stored in trash receptacles with lids on them.
8. Tenant may not have pets (any non-human breathing things) anywhere on the leased property.
9. Upon surrender, eviction, or abandonment, as defined by Pennsylvania law, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property.
10. Tenant will not bring into the Premises any item that would cause structural damage to the Premises including but is not limited to the following: water beds, water furniture, pianos and exercise equipment (treadmills, weights, etc.).
11. Tenant is not permitted to keep, use, purchase, sell or exchange any type of firearm, legal or illegal, in the Premises or any part of the property at any time.
12. Tenant will keep the entire Premises excluding the basement and attic, if any, heated to a minimum of 60 degrees at all times between October 1 to April 30 to ensure no damage to the Premises or the equipment.
13. Tenant is entirely responsible for ensuring that property remains rodent and insect free during their tenancy and conveying back to Landlord a property in sanitary condition.
14. Tenant will not make ANY alterations to the property or deliberately or carelessly destroy, deface, damage, impair or remove any part of the Premises or the building containing the Premises or knowingly permit his/her invitees, licensees or agents to do so.
15. Tenant promises to test monthly or more frequently all smoke and carbon monoxide detectors in the Premises and to examine the fire extinguisher(s) for anything that might cause it to fail in an emergency or if it needs to be refilled.
16. Tenant agrees to report immediately any evidence of a water leak or excessive moisture in the Premises, any evidence of mold that cannot be removed with a common household cleaner, any failure or malfunction in heating, ventilation or air conditioning units and/or inoperable doors or windows.
17. Tenant will make sure that their family members or guests do not disturb other Tenants in any way. Tenant is responsible for any damages or destruction of property by their family members and/or by Tenant's guests.
18. Tenant agrees to show consideration to his/her neighbors by keeping noise and music to a minimum at all times and particularly during the hours of 9 PM to 8 AM.
19. Tenant may not dry or air clothes or other articles outside the buildings, from the windows, on the ground, on clothes lines, rack or any other device.
20. Tenant may not use grills or barbecues on the lawns, decks, or elsewhere on the Property.
21. Tenant may not INSTALL any grills, cooking equipment, barbecues, play or recreational equipment without written permission of Landlord.
22. Tenant may not leave, place or store sleds, baby pens, lawn furniture, bicycles or other items at entrances, in public areas, halls, front walks, driveways, parking areas or on lawns.
23. Tenant must remove all packing cases, barrels, boxes, crates and other containers. Tenant may not allow moving or delivery vans to cross the curbs or lawns and must load or unload from the streets, cartways or parking areas.
24. Tenant may not place laundry in public areas, halls or entrance doors for collection.
25. Tenant and other residents of the Premises and guests of Tenant may not do any of the following:
  - a. Block the walls, passages, stairways, entrances or any other places in the building in any manner.
  - b. Gather or play in the basements.
  - c. Display or cause to be displayed the name of Tenant in any place.
  - d. Place any sign, notice, legend or advertising on any part of the building including doors and/or





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- windows.
  - e. Remove or rearrange any appliances, attachments or equipment installed by Landlord within the Leased Unit.
  - f. Make or permit to be made any disturbing noises by Tenant, members of his family, his guests or agents. Tenant may not do or permit anything to be done which will interfere with the rights, comforts or convenience of other Tenants, or otherwise be deemed objectionable in the opinion of Landlord.
  - g. Violate any local regulation or ordinance or any law of the Commonwealth of Pennsylvania or the United States.
  - h. Destroy, injure, deface or damage, in any manner, the Premises or any real or personal property of Landlord.
  - i. Make any alterations, additions or improvements whatsoever without the written consent of Landlord in advance. Any alterations, additions or improvements made shall become the property of Landlord.
  - j. Play any musical instrument, record players, radio, hi-fi, stereo or television set in the Premises or elsewhere in the building in such manner and during such hours as may disturb or annoy occupants of other apartments.
  - k. Receive deliveries of furniture, furnishings or freight before the first date for which rent has been paid and before the starting date of the Lease.
  - l. Shake from any window or door or hang outside any window any carpet, rug, bed clothing or other articles, or sweep any dirt, refuse or other matter from the Premises.
  - m. Erect any outside aerials, wires or equipment in connection with any radio or television or make any other cable or satellite installation without written permission of Landlord in advance. Any damaged cause by an unapproved installation is the responsibility of the tenant.
  - n. Add, remove, alter or change any locks without the prior written permission of Landlord.
  - o. Place or deposit any cleaning or other equipment outside the Leased Unit.
26. Tenant may not use or have kerosene heaters in the Premises or at the Property. Tenant may not have gas, oil, fuel or other flammable material in the Premises or at the Property.
27. Tenant must obey these Rules and Regulations as conditions of the Lease. Any violation is a breach of the Lease allowing Landlord to end the Lease and to evict Tenant.

Tenant 1: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 2: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

