

**RESIDENTIAL LEASE AGREEMENT**

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

**1. NAMES OF THE LANDLORD AND TENANT**

Name of the Landlord: **ECM Realty Management, Inc. (ECM REALTY)**  
Address of the Landlord: **870 West Fourth Street, Suite 1, Williamsport, PA 17701** Phone: **(570) 320-0459**  
Name of the Tenant: \_\_\_\_\_ Social Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Home Address of the Tenant: \_\_\_\_\_  
Tenant's Home Phone No.: (\_\_\_\_) \_\_\_\_\_ Cellular: (\_\_\_\_) \_\_\_\_\_

**2. LEASED PROPERTY**

The leased property is the place the landlord agrees to lease to tenant. The leased property is *the interior portions of the property located at* \_\_\_\_\_, Williamsport, PA 17701.

Tenant agrees to share the leased property with \_\_\_\_\_ other tenant(s). Other areas of the leased property include entrances, exterior porches, and vehicle parking area, yard, sidewalks, and laundry facilities.

Tenant has examined the premises, and tenant agrees they are in good condition, and accepts the premises 'as is'.

Landlord agrees to provide the following furnishings for use by tenant: a dresser, kitchen table/chair(s), refrigerator, stove, microwave oven, window blinds, and a **BED ONLY IF NEEDED** (Please Circle YES or NO) \_\_\_\_\_.

**3. STARTING AND ENDING DATES OF LEASE AGREEMENT**

This lease starts on August 12, 2016. This lease ends on May 5, 2017.  
After the end date, the lease is over unless Landlord and Tenant agree to a new lease in writing.

**4. RENT**

The amount of rent is: \$\_\_\_\_\_. Tenant agrees to pay the rent in \_\_\_\_\_ payments payable in advance and without demand on or before their due date as follows:

<u>Payment No.</u>	<u>Amount</u>	<u>Due Date</u>	<u>Payment No.</u>	<u>Amount</u>	<u>Due Date</u>
<u>1</u>	<u>\$_____</u>	<u>July 1, 2016</u>	_____	<u>\$_____</u>	<u>December 1, 2016</u>
_____	<u>\$_____</u>	<u>August 31, 2016</u>	_____	<u>\$_____</u>	<u>January 31, 2017</u>

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 at landlord's address above. Landlord will accept rent paid in person.

Tenant agrees to pay a LATE CHARGE of \$10.00 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 postmark date on the letter.

Tenant agrees to pay a \$40.00 fee for checks returned to landlord from bank for non-sufficient funds.

**5. SECURITY DEPOSIT**

Tenant agrees to pay a security deposit of \$ 400.00. Tenant agrees to pay the security deposit to landlord at the time of the signing of this lease and before the landlord gives possession of the leased property.

Tenant agrees to complete a *Property Condition* form immediately upon taking possession of the leased property and return the form to Landlord within three (3) days, by first class mail.

Landlord can take money from the security deposit to pay for any damages to the leased property, which is not the fault of the landlord or his agents. Landlord may take money from the security deposit to pay for any unpaid rent.

Landlord may take money from the security deposit for tenant's surrender or breach of this lease agreement.

Landlord may take money from the security deposit to pay for any cleaning or removal of tenant's property left in leased property after the lease ends. Expenses for damages and cleaning are divided equally among all tenants that share the leased property. Landlord may charge a 15% fee for all work performed by a third party for cleaning, repairs, etc.

Landlord agrees to send to tenant any security deposit money left over. Landlord will send the remaining security deposit money to tenant after the lease ends, tenant leaves, and tenant returns all keys to landlord.

Tenant agrees to pay landlord any additional money due if the security deposit does not cover the costs for damages, cleaning, utilities, or unpaid rent.

Tenant agrees to give landlord a written notification, including forwarding address, when tenant leaves.

Tenant agrees not to use the security deposit as payment toward any rent due.

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

**Landlord** agrees to give **tenant** possession of the leased property on the starting date of the lease. The lease will start even if the **landlord** cannot give **tenant** possession of the leased property because the prior **tenant** is still in the leased property or the leased property is damaged.

**Tenant** agrees **landlord** is not responsible to **tenant** for damages if **landlord** cannot transfer possession of the leased property on the starting date of the lease.

## **7. INSURANCE ON THE BUILDING AND RENTER'S INSURANCE**

**Landlord** agrees to have insurance on the building where the leased property is located. **Tenants** own property is not insured by **landlord's** insurance. **Landlord** recommends **Tenant** should obtain "Renter's Insurance" and is responsible for **tenant's** own property that is located in or around the leased property.

## **8. LANDLORD'S RIGHT TO PUT A MORTGAGE ON THE LEASED PROPERTY**

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

## **9. TRANSFERS BY TENANT OR SUBLETTING THE LEASED PROPERTY**

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

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

## **10. DAMAGE TO LEASED PROPERTY**

**Tenant** agrees to notify **landlord** immediately if the leased property is damaged by fire or any other cause. **Tenant** agrees to notify **landlord** if there is any condition in the leased property that could damage the leased property or harm **tenants** or others. If **tenant** cannot live in the whole leased property because it is damaged or destroyed, **tenant** may: 1) live in the undamaged part of the leased property until the leased property is repaired OR 2) end the lease and leave the leased property.

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

## **11. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE**

**Landlord** is responsible for all damage to the property or injury to people that is the fault of **landlord** or people employed by **landlord** at the leased property.

**Tenant** is responsible for and agrees to pay for all damage to the leased property which is not the fault of the **landlord** or people employed by **landlord** at the leased property, including but not limited to the fault of **tenant** or guests.

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

## **12. LANDLORD'S RIGHT TO ENTER THE LEASED PROPERTY**

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

**Tenant** agrees that **landlord** and people working for **landlord** may go onto the leased property at any time if **tenant** is suspected of breaking any condition of the lease including, but not limited to, parties where alcohol is present, loud music, illegal drug activity, or any other illegal activity.

## **13. USE OF LEASED PROPERTY**

**Tenant** agrees to obey all federal, state, and local laws and regulations when using the leased property.

**Tenant** agrees not to store any flammable, hazardous, or dangerous materials in or around the leased property.

**Tenant** agrees not to do anything in or around the leased property that could harm anyone, disturb the peaceful enjoyment of other people, or damage any property of the **landlord's** or other tenants.

**Tenant** agrees that **tenant** will not allow any other people to occupy or stay in or around the leased property.

**Tenant** agrees not to do anything or allow anyone to do anything that may affect the insurance on the leased property.

#### **14. RULES AND REGULATIONS FOR USE OF LEASED PROPERTY**

**Tenant** agrees to obey all of the following rules and regulations for use of the leased property. If **tenant**, **tenant's** family, or **tenant's** guests break any rules or regulations for the leased property, **tenant** breaks this lease. These rules and regulations are for the safety, convenience, and well-being of all **tenants** and may be enforced by the **landlord** or his agents.

1. **Tenant** shall promptly clean up and properly dispose of all trash and garbage (including cigarette butts) located inside or outside of the leased property. If **tenant** does not comply, **landlord** will have the trash and garbage (including cigarette butts) cleaned up by others, and each **tenant** at the leased property will be charged \$10.00 per clean up incident.
2. Cleaning of the leased property and picking up trash and litter, both inside and outside of the leased property, is the responsibility of all **tenants** regardless of who made the mess or littered.
3. Beer kegs, tubs, or "tap systems" of any type or size and any type of "bar" furniture are **not** permitted.
4. Parties or large gatherings of people are **not** permitted at the leased property. No more than 2 guests per tenant may be present at leased property at the same time.
5. Tenant shall **not** store any type of INDOOR furniture on porches or anywhere outside of the building.
6. Tenant shall **not** install any wires or cables through windows or on the outside of the building.
7. Clothes washers or dryers, refrigerators, hot plates, charcoal or gas grills, kerosene or electric space heaters, waterbeds, any type or size of swimming pool, and hot tubs are **not** permitted at the leased property.
8. Dogs, Cats, Birds, Fish, other animals, or any other types of pets are **not** permitted without landlord's approval.
9. The **leased property** is equipped at a minimum with smoke detectors, fire extinguishers, and possibly other life safety equipment. These devices are provided by **landlord** for **tenant's** safety and protection. **Tenant** agrees not to wrongfully tamper with or disable any of these devices. **Tenant** understands and agrees, that **tenant** will be responsible for any and all damages to the leased property if **tenant** or **tenant's** guests tampers with or disables any of these devices or systems, may be subject to a fine by the Bureau of Codes or other legal authorities and will automatically forfeit security deposit. **Tenant** shall notify **landlord** if these devices are not working properly.
10. The roof, unoccupied attic, and unoccupied basement of the building are for the use of the landlord only.
11. Any off street parking area at the leased property is for tenant's vehicle only. Tenant's guests are to use vehicle parking spaces along street. Any unauthorized vehicles may be towed away at owner's expense.
12. Tenant shall replace all light bulbs in the common and private areas of the leased property.
13. Any sound equipment that produces excessive bass is **not** permitted (i.e. large sub-woofers).
14. Smoking is **not** permitted in the leased property. Tenant may smoke outside of the building.
15. Guests are **not** permitted at the leased property after 11:00 p.m.
16. Guests are **not** permitted to stay at the leased property when tenant is not present at the leased property.
17. Vehicles without current State Registration and Inspection may **not** be parked at the leased property.
18. Air conditioners are **not** permitted without landlord's approval. Tenant agrees to pay an additional rent in the amount of **\$30.00** per month if electric is paid by landlord.
19. **Tenant** agrees to reimburse **landlord** a \$25.00 fee for "Lockouts" from tenants leased property.

#### **15. CARE AND MAINTENANCE OF THE LEASED PROPERTY**

**Tenant** is responsible for, and will take good care of all of the property in and around the leased property.

**Tenant** agrees to notify **landlord** immediately if repairs are needed in or around the leased property. If **tenant** does not notify **landlord** immediately of any needed repairs, **tenant** agrees to pay **landlord** for any additional utility service expense and/or damage caused to the leased property.

**Tenant** agrees to keep the leased property clean and litter-free. All litter, cigarette butts, refuse or other garbage is to be picked up and removed promptly. If **tenant** does not keep the leased property clean and sanitary, **tenant** agrees **landlord** may have the leased property cleaned by others and **tenant** agrees to reimburse **landlord** for these expenses.

**Tenant** agrees **landlord** may have any and all carpeted areas of the leased property cleaned by a professional truck mounted carpet cleaning service and all expenses will be deducted from **tenant's** security deposit.

**Tenant** agrees to obey all trash removal and recycling regulations.

**Tenant** agrees to remove the snow and ice from the sidewalks within 24 hours.

**Tenant** agrees not to alter in anyway or make additions to the leased property, its paint, or its fixtures.

**Tenant** agrees not to dispose of feminine products (i.e. feminine napkins, tampons) or condoms by flushing them down the toilets, as these products can plug the sewer piping.

**Tenant** agrees to reimburse **landlord** for all expenses incurred to have sewer piping cleaned out or repaired.

## **16. UTILITIES AND SERVICES SUPPLIED TO THE LEASED PROPERTY**

**Landlord** and **tenant** agree to pay for the charges for utilities and services at the leased property as follows:

<b>Charge or Service</b>	<b>Paid By</b>	<b>Maximum Amount Included in Base Rent</b>
Electric Service	_____	\$ _____ . ____ 9 mos. (August thru May)
Natural Gas (if applicable)	_____	\$ _____ . ____ 9 mos. (August thru May)
Heating Oil (if applicable)	_____	\$ _____ . ____ 9 mos. (August thru May)
Water & Sewer Services	<u>Landlord</u>	\$ _____ . ____ 9 mos. (August thru May)
Refuse Collection (see exclusion) (Exclusion: furniture, automobile parts or fluids, or other large junk)	<u>Landlord</u>	\$ _____ . ____ 9 mos. (August thru May)
Basic Television Cable Service	<u>Tenant</u>	<u>Not Applicable</u>
Additional T.V. Cable Services	<u>Tenant</u>	<u>Not Applicable</u>
Any Utility Service NOT listed Above	<u>Tenant</u>	<u>Not Applicable</u>

**Tenant** agrees to reimburse **landlord** additional rent for each utility or service that exceeds the maximum amount listed above. The additional amount of rent is determined by taking the difference between the actual amount and the maximum amount and dividing that difference by the number of tenants that share the applicable utility service. **Tenant** understands some utility services may serve multiple leased units within a building.

**Landlord** may charge a 15% fee for **landlord** paying any utility on behalf of **tenant** for **tenant** responsible utilities.

**Landlord** has the right to turn off any utility service to the leased property in order to make repairs or maintenance.

## **17. EMINENT DOMAIN**

If all or any part of the leased premises (or the building within which the leased premises is located) is taken by eminent domain, this lease will end automatically. **Landlord** and **tenant** agree to release each other from any responsibility because the leased premises are taken by eminent domain and the lease has ended.

## **18. FAILURE OF TENANT TO TAKE POSSESSION OR KEEP POSSESSION OF LEASED PROPERTY**

**Tenant** agrees that **tenant** has a legal obligation to pay rent, take possession of the leased property on the starting date of the lease, and keep possession of the leased property until the ending date of this lease. If for circumstances beyond **tenant's** control, **tenant** cannot occupy the leased property, **tenant** must notify **landlord** immediately. Even though **tenant** is legally obligated to pay rent whether **tenant** lives in the leased property or not, **landlord** and **tenant** agree to the following conditions in order to end this lease before it begins or ends.

1. **Tenant** agrees to notify **landlord**, in writing, requesting that the **landlord** ends this lease before it begins or ends in order to give **landlord** and **tenant** a chance to find a replacement **tenant** for the leased property as soon as possible. **Tenant** may suggest a new **tenant**, but **landlord** is not obligated to accept the new **tenant**.
2. **Tenant** agrees that **landlord** will not accept or consent to the **tenant's** surrender of this lease agreement until a new tenant signs a new lease agreement, pays the security deposit, and takes possession of the leased premises.
3. **Tenant** agrees that **tenants** actions of failure of the **tenant** to take or keep possession of the leased premises, returning the keys to the **landlord** or vacating the leased premises before the lease ends is NOT acceptance of **tenant's** surrender of the lease agreement by **landlord**.
4. **Tenant** agrees that **tenant** is still responsible for all terms and conditions of this lease including paying rent to **landlord** until **landlord** accepts the **tenant's** surrender of this lease or the ending date of this lease.
5. **Tenant** agrees that upon **landlord's** acceptance of **tenant's** surrender of this lease, **tenant** has no more responsibility to **landlord**. **Landlord** will refund any prepaid, pro-rated rent to **tenant**.
6. **Tenant** understands and agrees **tenant** will lose **tenant's** security deposit for surrendering this lease agreement.

## **19. WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENT IN THIS LEASE**

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

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

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

**TENANT** BREAKS THIS LEASE IF **TENANT**:

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

IF **TENANT** BREAKS THE LEASE, **TENANT** AGREES TO GIVE UP THE RIGHT TO HAVE A *NOTICE TO LEAVE*, ALSO KNOWN AS A *NOTICE TO QUIT*. THIS MEANS THAT THE **LANDLORD** MAY FILE A LAWSUIT IN COURT ASKING FOR A COURT ORDER EVICTING **TENANT** FROM THE LEASED PROPERTY WITHOUT GIVING **TENANT** *NOTICE TO QUIT* FIRST.

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

- 1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY **TENANTS** BREAKING THE AGREEMENTS IN THIS LEASE.
- 2) TO GET THE LEASED PROPERTY BACK (EVICTION).
- 3) TO COLLECT FOR THE UNPAID BALANCE OF RENT TO THE END OF THE LEASE.

IF **LANDLORD** WINS A LAWSUIT AGAINST **TENANT**, **LANDLORD** CAN USE THE COURT PROCESS TO TAKE **TENANT'S** PERSONAL GOODS, FURNITURE, MOTOR VEHICLES AND MONEY IN BANKS.

**TENANT** AGREES THAT **LANDLORD** MAY RECEIVE REASONABLE ATTORNEYS FEES AS PART OF A COURT RULING IN A LAWSUIT AGAINST **TENANT** FOR BREAKING THE AGREEMENTS OF THIS LEASE.

**TENANT** AGREES THAT ANY AND ALL OF **TENANT'S** POSSESSIONS LEFT IN OR AROUND THE LEASED PREMISES ON DAY OF EJECTMENT BY CONSTIBLE OR SHERIFF, WILL BE CONSIDERED ABANDONED AND DISPOSED OF BY **LANDLORD** IMMEDIATELY.

**TENANT** AGREES AND UNDERSTANDS THIS LEASE IS LEGALLY EXECUTED IN THE COURT'S JURISDICTION OF THE LEASED PROPERTY AND BINDING UPON THE SIGNATURES OF THE **LANDLORD** AND **TENANT**.

BY SIGNING THIS LEASE AGREEMENT, **TENANT** AGREES THAT THE **TENANT** HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE. **TENANT** ALSO UNDERSTANDS **LANDLORD** MAY CONDUCT A BACKGROUND CHECK.

**TENANT:**

(Signature): \_\_\_\_\_

DATE: \_\_\_\_\_

**LANDLORD or LANDLORD'S AGENT**

(Signature): \_\_\_\_\_

DATE: \_\_\_\_\_

**GUARANTY:** As additional consideration to the **landlord** in the granting of this lease, the person(s) signing this lease as **guarantor**, being parents or legal guardians of the **tenant**, are hereby legally bound with **tenant** and guarantee the faithful performance of all of the terms, covenants, and conditions of this lease agreement by **tenant**. **Guarantor** agrees and guarantees payment in full of all sums that may become due and owing to **landlord** by **tenant(s)**. **Guarantor** agrees **guarantor** may not occupy the leased property.

BY SIGNING THIS LEASE AGREEMENT, **GUARANTOR** AGREES THAT THE **GUARANTOR** HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE. **GUARANTOR** ALSO UNDERSTANDS **LANDLORD** MAY CONDUCT A BACKGROUND CHECK.

**GUARANTOR:**

(Signature) \_\_\_\_\_

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

Social Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**GUARANTOR:**

(Signature) \_\_\_\_\_

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

Social Security No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Please make a copy of this Lease Agreement and retain for your records.**

**This Lease is your invoice for all rent due on the due dates as specified in Section 4 of this Lease.**

**Please return an original, signed copy to the Landlord's address stated at the top of this Lease.**

**If you have any questions, please feel free to contact us. THANK YOU.**

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

**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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor’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).  
\_\_\_\_\_  
\_\_\_\_\_

(ii)   X   Lessor has no knowledge of lead-based paint and/or lead-based paint hazards are present in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
\_\_\_\_\_

(ii)   X   Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards are present in the housing.

**Lessee’s Acknowledgement** (initial)

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

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent’s Acknowledgement** (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**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.

**ECM Realty Management, Inc.**

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date