

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) none
AGENT
ADDRESS
Designated Agent(s) for Landlord, if applicable:
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) none
AGENT
ADDRESS
Designated Agent(s) for Tenant, if applicable:
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 April 16, 2007 is between
2. LANDLORD(S) A.C. Hipple IV, LP
3. called "Landlord," and
4. TENANT(S)
5. called "Tenant,"
6. for the Property located at 8 W. Bridge Street
7. called "Property"

8. Each Tenant is individually responsible for all obligations of this Lease, including rent, late fees, damages and other costs.
9. 2. CO-SIGNERS
10. Co-signers:

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

13. 3. LANDLORD CONTACT INFORMATION
14. Rental Payments:
15. Payable to: A.C. Hipple III, LP
16. Address: 244 S. Main Street
17. New Hope PA 18938
18. Phone: Fax: 215-862-7066
19. Maintenance Requests:
20. Contact: Gary Michael
21. Address:
22. Phone: Fax:

RENTAL TERM

23. 4. START AND END DATES OF LEASE (also called "Term")
24. (A) Start Date: April 16, 2007
25. (B) End Date: March 31, 2009
26. 5. RENEWAL TERM (check one)
27. [X] This Lease will AUTOMATICALLY RENEW for a term of (also called the
28. "Renewal Term") at the End Date of this Lease or at the end of any Renewal Term unless:
29. 1. Tenant gives Landlord at least 30 days written notice before End Date or before the end of any Renewal Term, OR
30. 2. Landlord gives Tenant at least 30 days written notice before End Date or before the end of any Renewal Term.
31. [] This Lease will TERMINATE on the End Date unless extended in writing.

RENT AND DEPOSIT

32. 6. RENT
33. (A) Rent is due in advance, without demand, on or before the first day of each month.
34. (B) The total Rent due each month is: \$ 1300.00
35. (C) The total amount of Rent due during the Term is: \$
36. (D) If Rent is more than 5 days late, Tenant pays a Late Charge of: \$ 50.00
37. (E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.
38. (F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due.
39. (G) Tenant will pay a fee of \$ 25.00 for any payment that is returned by any financial institution for any reason. Any Late Charge will continue to apply until a valid payment is received.
40. (H) Landlord will accept the following methods of payment: [] Cash [X] Money Order [X] Personal Check
41. [] Credit Cards [] Other: [] Other:

42. 7. PAYMENT SCHEDULE
43. (A) Security Deposit, held in escrow by: \$1300.00 Due Date: 04/16/07 Paid: \$ Due: \$
44. Held at (financial institution):
45. (B) First month's rent: \$ \$
46. (C) Other: \$ \$
47. (D) Other: \$ \$
48. Total Rent and security deposit received to date: \$
49. Total amount due: \$

50 Tenant Initials: [Signature]

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Landlord Initials: BB



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RE/MAX Centre 2701 York Road Jamison, PA 18929
Phone: (215) 343 - 8200 122 Fax: (215) 343 - 8222

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Residential Le

- 51 8. RETURN OF SECURITY DEPOSITS (see Information Regarding Security Deposits on back)
 52 (A) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing
 53 address where Landlord can return the Security Deposit.
 54 (B) Within 30 days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the
 55 Property that Landlord claims Tenant is responsible for.
 56 (C) Landlord may deduct repair costs and any unpaid rents from Tenant's Security Deposit. Any remaining Security Deposit
 57 will be 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 ONE people will live on Property. List all other occupants who are not listed as Tenants in
 61 paragraph 1: _____
 62 _____

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

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

- 79 12. CONDITION OF PROPERTY AT MOVE IN
 80 Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: _____
 81 _____
 82 _____

- 83 13. APPLIANCES INCLUDED
 84 Stove Refrigerator Dishwasher Washer Dryer Garbage Disposal Microwave
 85 Air Conditioning Other _____ Other _____
 86 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: _____
 87 _____

- 88 14. UTILITIES AND SERVICES
 89 Landlord and Tenant agree to pay for the charges for utilities and services provided for the Property as marked below. If a service
 90 is not marked as being paid by the Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible
 91 for loss of service if interrupted by circumstances beyond the Landlord's control.

Landlord pays	Tenant pays	Landlord pays	Tenant pays
<input type="checkbox"/>	<input checked="" type="checkbox"/> Cooking Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/> Air Conditioning
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/> Cable Television
<input type="checkbox"/>	<input type="checkbox"/> Heat effective 4/1/08 pays 1/2 oil bill	<input type="checkbox"/>	<input type="checkbox"/> Condominium Fee
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Hot Water	<input type="checkbox"/>	<input type="checkbox"/> Parking Fee
<input checked="" type="checkbox"/>	<input type="checkbox"/> Cold Water	<input checked="" type="checkbox"/>	<input type="checkbox"/> Maintenance of Common Areas
<input checked="" type="checkbox"/>	<input type="checkbox"/> Trash Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/> Pest/Rodent Control
<input checked="" type="checkbox"/>	<input type="checkbox"/> Sewage Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/> Snow/Ice Removal
<input checked="" type="checkbox"/>	<input type="checkbox"/> Sewer Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/> Telephone Service
<input checked="" type="checkbox"/>	<input type="checkbox"/> Lawn and Shrubbery Care	<input type="checkbox"/>	<input type="checkbox"/> _____
<input checked="" type="checkbox"/>	<input type="checkbox"/> Heater Maintenance Contract	<input type="checkbox"/>	<input type="checkbox"/> _____

105 Comments: _____
 106 _____

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

124 Tenant Initials: [Signature]

Landlord Initials: BB

- 125 16. SUBLEASING AND TRANSFER
- 126 (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new
- 127 landlord.
- 128 (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without
- 129 Landlord's written permission.
- 130 17. PETS
- 131 Tenant will not keep or allow any pets on any part of the Property, unless checked below.
- 132 Tenant may keep pets with Landlord's written permission according to the terms of the attached Rules and Regulations.
- 133 18. RULES AND REGULATIONS
- 134 (A) Rules and Regulations for use of the Property and common areas are attached. Yes No
- 135 (B) Any violation of the Rules and Regulations is a breach of this Lease.
- 136 (C) Landlord may change the Rules and Regulations if the change benefits the Tenant or improves the health, safety, or welfare
- 137 of others. Landlord agrees to provide all changes to Tenant in writing.
- 138 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
- 139 19. SMOKE DETECTORS AND FIRE PROTECTION SYSTEMS
- 140 (A) Landlord has installed smoke detectors in the Property. Tenant will maintain and regularly test smoke detectors to be sure
- 141 they are in working order, and will replace smoke detector batteries as needed.
- 142 (B) Tenant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors.
- 143 (C) Failure to properly maintain smoke detectors, replace smoke detector batteries or notify Landlord or Landlord's agent of
- 144 any broken or malfunctioning smoke detectors is a breach of this Lease.
- 145 (D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these
- 146 systems is stated in the Rules and Regulations, if any.
- 147 (E) Tenant will pay for damage to the Property if Tenant fails to maintain smoke detectors or other fire protection systems.
- 148 20. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978
- 149 Property was built in or after 1978. This paragraph does not apply.
- 150 Property was built before 1978. Landlord and Tenant must provide information in this paragraph.
- 151 (A) Landlord does not know of any lead-based paint or lead-based paint hazards on the Property unless stated below:
- 152 Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Landlord
- 153 must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it
- 154 is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any
- 155 other information Landlord has about the lead-based paint and lead-based paint hazards.
- 156 (B) Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property unless stated
- 157 below:
- 158 Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on
- 159 the Property. List records and reports: _____
- 160
- 161 (C) Tenant initial all that are true:
- 162 _____ Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.
- 163 _____ Tenant has read the information given by Landlord in paragraph 20 (A) and (B) above.
- 164 _____ Tenant has received all records and reports that Landlord listed in paragraph 20 (B) above.
- 165 (D) Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge.
- 166 21. DESTRUCTION OF PROPERTY
- 167 (A) Tenant will notify Landlord or Landlord's agent immediately if the Property is severely damaged or destroyed by fire or
- 168 by any other cause. Tenant will immediately notify Landlord or Landlord's agent of any condition in the Property that
- 169 could severely damage or destroy the Property.
- 170 (B) If the Property is severely damaged or destroyed for any reason:
- 171 1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and
- 172 Landlord until the damages are repaired, OR
- 173 2. If the law does not allow Tenant to live on the Property, this Lease is ended.
- 174 (C) If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- 175 (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
- 176 Tenant will continue to pay rent, even if Tenant cannot occupy the Property.
- 177 22. INSURANCE AND RELEASE
- 178 (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's property, or Tenant's guests. Tenant is
- 179 advised to obtain property and liability insurance to protect Tenant, Tenant's property and Tenant's guests who may be
- 180 injured while on the Property.
- 181 IF CHECKED, Tenant must have insurance policies providing at least \$ _____ property insurance
- 182 and \$ _____ liability insurance to protect Tenant, Tenant's property and Tenant's guests who may
- 183 be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term.
- 184 Tenant will provide proof of insurance upon request.
- 185 (B) Landlord is not legally responsible for any injury or damage to Tenant or Tenant's guests that occurs on the Property.
- 186 (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

- 187 23. LANDLORD REMEDIES IF TENANT BREACHES LEASE
- 188 (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
- 189 1. Taking possession of the Property by going to court to evict Tenant. Tenant agrees to pay Landlord's legal fees and
- 190 reasonable costs, including the cost for Landlord or Landlord's agent to attend court hearings.
- 191 2. Filing a lawsuit against Tenant for rents, damages and unpaid charges, and for rents and charges for the rest of the
- 192 Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish
- 193 Tenant's wages and take Tenant's personal goods, furniture, motor vehicles and money in banks.
- 194 3. Keeping Tenant's Security Deposit to be applied against unpaid rent or damages, or both.
- 195 (B) If Tenant breaches Lease for any reason, Landlord can begin eviction proceedings without written notice.
- 196 **TENANT WAIVES OR GIVES UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT**
- 197 **NOTICE PERIOD IS STATED HERE:** _____
- 198

199 Tenant Initials: 

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Landlord Initials: BB

- 200 24. **TENANT ENDING LEASE EARLY**
 201 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
 202 permission of Landlord, and only if:
 203 (A) Tenant gives Landlord at least thirty days written notice, AND
 204 (B) Tenant pays Landlord a Termination Fee of none, AND
 205 (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
 206 by Landlord and a new lease takes effect, whichever happens first.
- 207 25. **ABANDONMENT**
 208 (A) If Tenant abandons Property while Rent is due and unpaid, Landlord has the right to take possession of the Property
 209 immediately and to rent the Property to another tenant.
 210 (B) Any of Tenant's personal property or possessions remaining on the Property after Tenant moves out will be considered
 211 to be abandoned property. Landlord will have the right to remove and dispose of any abandoned property in any manner
 212 determined by Landlord. Tenant will pay for the cost of removal and disposal of abandoned property.
- 213 26. **SALE OF PROPERTY**
 214 (A) If Property is sold, Landlord will give Tenant in writing:
 215 1. Notice that the Security Deposit has been given to the new landlord, who will be responsible for it.
 216 2. The name, address and phone number of the new landlord and where rent is to be paid, if known.
 217 (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced rent to the new landlord.
 218 (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a
 219 new landlord.
 220 (D) If Landlord sells the Property during the Lease or any Renewal Term, Landlord has the right to terminate this Lease if
 221 Landlord gives at least thirty days written notice to Tenant. Tenant is not entitled to any payment of damages.
- 222 27. **IF GOVERNMENT TAKES PROPERTY**
 223 (A) The government or other public authority can take private property for public use. The taking is called condemnation.
 224 (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the
 225 Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any
 226 unused Security Deposit or advanced rent.
 227 (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

ADDITIONAL TERMS

- 228 28. **TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER** Landlord may have a mortgage on the Property. The
 229 rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments,
 230 the mortgage lender could take the Property and end this Lease.)
 231 **TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE**
 232 **IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.**
- 233 29. **CAPTIONS** The headings in this Lease are meant only to make it easier to find the paragraphs.
 234 30. **ENTIRE AGREEMENT** This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements
 235 made before are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of
 236 this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant.
- 237 **NOTICE BEFORE SIGNING:** If Tenant has legal questions, Tenant is advised to consult an attorney.
 238 If Landlord or Tenant are represented by a licensed real estate broker, Tenant and/or Landlord acknowledge receipt of the
 239 Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.
 240 By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information
 241 set forth in this Lease.

242 WITNESS _____ TENANT _____ DATE _____
 243 WITNESS _____ TENANT _____ DATE _____
 244 WITNESS _____ TENANT _____ DATE _____
 245 WITNESS _____ CO-SIGNER _____ DATE _____
 246 WITNESS _____ CO-SIGNER _____ DATE _____
 247 WITNESS _____ CO-SIGNER _____ DATE _____
 248 WITNESS _____ LANDLORD Bug Bonawick DATE 3/29/07
 249 WITNESS _____ LANDLORD _____ DATE _____

250 Brokers'/Licensees' Certifications By signing here, Brokers and Licensees involved in this transaction certify that: (1) The information
 251 given is true to the best of their knowledge; AND (2) They have told Landlord of Landlord's responsibilities under the Residential
 252 Lead-Based Paint Hazard Reduction Act (42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements (see Lead-Based
 253 Paint Hazards Notice). Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act.

254 **BROKER FOR LANDLORD (Company Name)** _____
 255 **ACCEPTED BY** _____ **DATE** _____

256 **BROKER FOR TENANT (Company Name)** _____
 257 **ACCEPTED BY** _____ **DATE** _____

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

259 As part of payment received by Landlord, _____ (current Landlord) now transfers to
 260 _____ (new landlord) his heirs and estate, this Lease and the right to receive the rents and other benefits.
 261 WITNESS _____ LANDLORD _____ DATE _____
 262 WITNESS _____ LANDLORD _____ DATE _____



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NOTICES AND INFORMATION

263

PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

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

266

INFORMATION REGARDING SECURITY DEPOSITS

267 **Taking Security Deposits**

268 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
269 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
270 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
271 deposit be increased as well. After five years, the security deposit cannot be increased even if the rent goes up.

272 **Holding Security Deposits**

273 If a Security Deposit is more than \$100, the Landlord must keep the Security Deposit in a special bank account called an escrow
274 account. Landlord is required to tell Tenant the name and address of the bank where the escrow account is located, as well as the
275 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
276 earns interest. Interest that is earned on Security Deposits belongs to the Tenant, but each year Landlord has the right to keep some
277 or all of that interest up to an amount equal to 1% of the Security Deposit to cover certain administrative expenses. [For example,
278 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
279 to 1% of the Security Deposit amount (\$5) out of that interest.] If the interest earned is less than 1% of the Security Deposit amount,
280 Landlord may keep all the interest, but Landlord can never take any money out of the original Security Deposit for administrative
281 expenses. After the second year of a lease, any interest belonging to Tenant must be returned to Tenant once a year on the anniversary
282 of the first day of the original lease term.

283 **Returning Security Deposits**

284 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
285 is responsible for. If the cost to repair this damage is less than the amount of the Security Deposit being held, Landlord must return
286 the amount of the deposit not being held back to fix those damages when the list is provided, along with any additional interest that
287 has not yet been paid to Tenant. If damages are more than the amount of the Security Deposit plus interest, Landlord may keep the
288 entire Security Deposit. *Landlord may not keep any of the Security Deposit to cover damages if a list of damages is not given to*
289 *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
290 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
291 been returned. It is the responsibility of Tenant to give Landlord his/her new address after the Lease is ended. *If Tenant does not*
292 *provide a new address to Landlord, Landlord is not liable for damages for failing to return Security Deposit monies within 30*
293 *days.*

294

LEAD-BASED PAINT HAZARDS

295 **Lead Hazards Disclosure Requirements**

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

305 **Lead Warning Statement**

306 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken
307 care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing,
308 Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also
309 receive a federally approved pamphlet on lead poisoning prevention.

310

INFORMATION REGARDING MEDIATION

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

315

INFORMATION REGARDING TENANTS' RIGHTS

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

319

INFORMATION REGARDING MOLD AND INDOOR AIR QUALITY

320 Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen, and viruses) have been associated with
321 allergic responses including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other
322 transient inflammation or allergy. Claims have been made that exposure to mold contamination and bioaerosols has led to serious
323 infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to
324 determine the presence and scope of any indoor contamination. Because individuals may be affected differently, or not affected at
325 all, by mold contamination, the surest approach to determine the presence of contamination is to engage the services of a qualified
326 professional to undertake an assessment and/or sampling. Assessments and samplings for the presence of mold contamination can be
327 performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services.
328 Information pertaining to indoor air quality is available through the United States Environmental Protection Agency and may be
329 obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318. Tenants should immediately
330 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
331 is present in the Property.

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