

# Foundation First Property Group

52 1/2 Frederick Street • Hanover, PA 17331  
(717) 797-4289



## 1. Residency and Financials

### 1.1 RESIDENTIAL LEASE

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.

### 1.2 CONTACT INFORMATION AND COMMUNICATION WITH OWNER AGENT

Tenant understands that <<Company Name>> acts as an agent for Landlord pursuant to a property management agreement.

Tenant shall provide to <<Company Name>> an email address and cell/home phone number where tenant can be reached in the event of a plumbing, heating, personal emergency, or to discuss other matters pertaining to this lease. Tenant shall provide updated contact information, email and phone numbers, at all times during the term of this lease.

Failure to provide email and cell/home phone contact information constitutes default under this lease.

### 1.3 OWNERS AND OCCUPANTS

Name(s) of Owners/Landlords: <<Owner Name(s)>>

Name(s) of Tenants: <<Tenants (Financially Responsible)>>

Name(s) of other Occupants: <<Other Occupant(s)>>

### 1.4 LEASED PREMISES

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

The leased property is: the residence having a mailing address of:

<<Unit Address>>

### 1.5 STARTING AND ENDING DATES OF LEASE AGREEMENT

The lease starting date is <<Lease Start Date>>.

The lease ending date is <<Lease End Date>>.

### 1.6 RENT

The monthly base rent is:	<<Monthly Rent>>
The monthly utility is:	\$ «Monthly Utility»
The monthly pet fee is:	\$ «Monthly Pet Fee»
The monthly other is:	\$ «Monthly - Other»

Tenant agrees to pay the monthly rent in advance on or before the first day of each month. Landlord does not have to ask (MAKE DEMAND UPON) tenant to pay the rent.

All other payments due from tenant to landlord, including utility and late 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.

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.

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### 1.7 LATE CHARGES AND NSF FEES

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If rent is more than 5 days late, tenant agrees to pay a **LATE CHARGE** of 10% of the total monthly outstanding rent. If tenant mails the rent to landlord, the date of payment will be the date the letter is received.

A fee of \$35 will be assessed for any checks returned for insufficient funds.

Cash rent payments will be required following a returned check.

Rent must be paid without deduction or offset. This means that if tenant claims that landlord owes tenant any amounts, such amounts cannot be deducted from the rent. All such amounts must be handled as a separate transaction.

All amounts owed to tenant under this lease are considered to be rent, and landlord will have all remedies available to it under this lease and the law if tenant fails to pay any amounts owed.

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### 1.8 SECURITY DEPOSIT

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Tenant agrees to pay a security deposit of <<**Security Deposit Charges**>>.

Tenant agrees to pay the security deposit to landlord and/or landlord agent before the lease starts and before landlord gives possession of the leased property to tenant. Unless otherwise notified, tenant's security deposit will be held by *Foundation First Property Group, LLC* in an escrow account at the following location:

**PNC BANK, HANOVER, PA 17331**

#### SECURITY DEPOSIT DISPOSITION AT END OF LEASE

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

Landlord may also 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 the amount of money taken from the security deposit.

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

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

If there is more than one tenant, landlord will make the security deposit refund check, if any, payable to all tenants and will have the right to mail it to any of the forwarding addresses it is provided. If tenants want the refund check, if any, to be payable or mailed in a different manner, tenants must provide to landlord prior or at the time of move out written instructions signed by all tenants.

By initialing below, you acknowledge and agree to the terms in Section 1.

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## 2. Duty, Escalation, Transfer and Ending Lease

### 2.1 LANDLORD'S DUTY AT START OF LEASE

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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.

If the landlord cannot give the tenants possession, tenant does not have to pay rent until the day landlord gives possession of the leased premises to tenant.

### 2.2 ESCALATION CLAUSE

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Starting on the anniversary date of the Starting date of the lease, the monthly base rent shall be increased by four percent (4%) of the monthly base rent paid during the preceding lease year. If the starting date occurred on a day other than the first day of the month, rent escalation shall occur on the first day of the month preceding the anniversary date.

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### 2.3 TRANSFERS BY TENANT

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

Tenant agrees not to lease all or any part of the leased property to anyone else without the express written consent of landlord.

Tenant agrees that if tenant transfers this lease or leases all or part of the leased property to another, tenant has broken this lease.

### 2.4 ENDING THIS LEASE

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This lease will automatically renew unless landlord ends this lease by giving written notice no later than sixty (60) days before the ending date of the lease; or tenants end this lease by giving written notice to landlord no later than sixty (60) days before the ending date of the lease.

The length of the renewal term is one (1) year.

If landlord makes any changes to the lease, including a rent increase, landlord must send the changes to tenants in writing at least sixty (60) days before the end of the lease term.

Tenant may not end this lease and move out of the property before the ending date of the lease or any renewal term, unless tenant does ALL of the following:

- Tenant continues to pay all rent until the ending date of the lease, or renewal term, or until a new lease takes effect; AND
- Tenant gives written notice; AND
- Tenant pays an early termination fee equal to one-month's rent.

By initialing below, you acknowledge and agree to the terms in Section 2.

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## 3. Insurance Requirements, Property Damage - Reporting and Responsibility

### 3.1 INSURANCE REQUIREMENT

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Landlord agrees to have insurance on the building where the leased property is located.

Tenant's own property is NOT insured by landlord's insurance.

Tenant is required to purchase insurance providing at minimum **\$100,000.00** Limit of Liability for damage to Lessor's property for no less than the following causes of loss: Fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("**Required Insurance**"). Tenant may obtain the "**Required Insurance**" or broader coverage from any insurance provider of choice. Tenant is required to provide evidence of **Required Insurance** prior to occupancy of leased property. If evidence of "**Required Insurance**" is not furnished to owner agent, tenant will be **automatically** enrolled through the *Lessors Legal Liability Insurance Policy* (see section 3.2).

Tenant shall name <<**Company Name**>> as additional insured on renter's insurance policy.

Tenant shall maintain this insurance through the entire term and any renewal term. Tenant must provide proof of insurance.

Tenant shall notify landlord within ten (10) days of changes to or cancellation of these policies.

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### 3.2 AUTOMATIC ENROLLMENT OF LIABILITY INSURANCE

Liability (**Required**) **Insurance** is a requirement of this lease and you may choose any insurance provider to meet this insurance requirement. As stated in Section 3.1, renters insurance documentation is to be provided at lease signing.

If you have not provided the "**Required Insurance**" documentation as of lease start date, you will be automatically enrolled in a liability-only renters insurance program provided through Roost Renters Insurance. "**Required Insurance**" covers damage to the property only, it does not cover any personal belongings.

If tenant elects to purchase "**Required Insurance**" through insurance provider of tenant choice, and documentation is not provided at lease inception and renewal, or if cancellation notice is received, Tenant will *automatically* be enrolled for "**Required Insurance**".

The monthly cost of this insurance is **\$9.50** plus an administrative fee of **\$3.00**, for a total of **\$12.50/month**. This will be added to your tenant account and will be due the first (1st) of each month with your rent.

By signing below, each tenant agrees that they have read and understand automatic enrollment in liability-only renters insurance and the additional monthly charge of **\$12.50**.

\*Foundation First Property Group, LLC is not affiliated with Roost Renters Insurance.

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### 3.3 REPORTING 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 tenant or others.

If tenant cannot live in the whole leased property because it is damaged or destroyed, tenant may:

- live in the undamaged part of the leased property and pay less rent until the leased property is repaired; **OR**
- 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.

### 3.4 RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

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

Tenant is responsible for all damage to the leased premises and injury to people caused by tenant, tenant's family 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 unless landlord was at fault.

### 3.5 USE OF LEASED PREMISES

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Tenant agrees to use the leased property only as a residence.

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 toxic chemicals or substances in or around the leased property.

Tenant agrees not to do any activities in or around the leased property which could harm or damage anyone or any property.

Tenant agrees that tenant will not allow undisclosed persons to live in the leased property without the written express permission of landlord.

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. Rules, Rights and Regulations

### 4.1 RULES AND REGULATIONS

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Tenant agrees to obey all rules and regulations for the leased property that may be attached to this lease or as such may from time to time be implemented. If tenant breaks any rules or regulations for the leased property, tenant breaks this lease.

If any fine is imposed on landlord because of the actions of tenant, tenant's family or guests, tenant will reimburse the landlord or pay the fine. Any unpaid fines will be considered additional rent.

### 4.2 LANDLORD'S RIGHT TO PUT MORTGAGE ON LEASED PROPERTY

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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 landlord has put on the leased property.

### 4.3 LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

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Tenant agrees that landlord and people working for landlord have the right to enter the leased property at reasonable times, including weekends and evenings.

Landlord and people working for landlord may inspect, make repairs, do maintenance, and show the leased property to others.

Landlord and people working for landlord may also place "For Sale" signs on the leased property if landlord decides to sell the leased property, or "For Rent" signs if tenant has given notice that tenant intends to move.

Tenant agrees to a yearly inspection by landlord. Inspections will be utilized to confirm lease compliance by tenant, detect any damage to the leased property caused by tenant or tenant's guests, and/or detect any structural or mechanical issues that need repaired.

### 4.4 PET POLICY

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No pets are permitted on the leased property unless express written permission has been obtained in advance from landlord.

Landlord has the right to deny permission for pets on the leased property and/or to limit the number of pets permitted on the leased property.

Tenant agrees to pay a one-time non-refundable pet fee and a non-refundable monthly pet fee for all pets permitted by landlord to be on the leased property.

In the event a tenant harbors an undisclosed pet, tenant agrees to pay the one-time non-refundable pet fee and monthly non-refundable pet fee for the entire term of the agreement, or when the pet was first brought to the leased property, providing there is proper documentation.

By initialing below, you acknowledge and agree to the terms in Section 4.

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## 5. Care of Premises

### 5.1 CARE OF LEASED PREMISES

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

Tenant agrees to pay for any damage which is the fault of tenant, tenant's family or guests.

Tenant agrees to move out and give back the leased property to landlord when the lease ends in the same condition as it was at the beginning of the lease, less normal wear and tear.

Should tenant request service upon the property and said request results in a professional determination that no service was necessary, then tenant shall be responsible for cost related to the request.

Tenant agrees not to initiate any changes or repairs to property without landlord's express written approval beforehand.

Tenant agrees to maintain the leased property during the period of this agreement. This includes woodwork, floors, walls, furnishings and fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems.

Any damages caused by rain, hail or wind as a result of windows or doors left open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect is the responsibility of the tenant.

Any improvements made by tenant shall become the property of landlord at the conclusion of this agreement.

### 5.2 HEATING AND AIR CONDITIONING

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Tenant acknowledges specific responsibility for replacing and/or cleaning filters on air conditioning and heating units.

Any damages caused to units because of not changing and cleaning filters shall be paid for by tenant.

Tenant shall be responsible to maintain an inside temperature of 55 degrees at all times during the months of October through March. Failure to do so may result in freezing of pipes causing water leaks and service disruptions.

Tenants found negligent shall be responsible for all repairs due to frozen pipes.

### 5.3 SMOKE DETECTORS

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Smoke detectors have been installed in the leased property.

It is tenant's responsibility to maintain the smoke detectors, including testing periodically and replacing batteries as recommended by the manufacturer.

In the event that a smoke detector is missing or not working properly, tenant must notify the landlord immediately.

Tenant is responsible for damage to the property if tenant fails to maintain or misuses detectors or other fire protection systems.

### 5.4 GARBAGE

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Tenant agrees not to store trash or garbage on the lawn or in the garages outside the leased property.

### 5.5 PEST CONTROL

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Tenant agrees to provide pest control in the event it is needed.

By initialing below, you acknowledge and agree to the terms in Section 5.

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## 6. Appliances and Utilities

### 6.1 APPLIANCES

Appliances included in this lease:

<<Appliances Included>>

Landlord is not responsible for replacement or repairs of the following appliances:

<<Appliances not eligible for repair or replacement>>

### 6.2 UTILITIES RESPONSIBILITY

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

Gas	<<Gas - Tenant or Owner>>
Electric	<<Electric - Tenant or Owner>>
Oil	<<Oil - Tenant or Owner>>
Water	<<Water - Tenant or Owner>>
Sewer	<<Sewer - Tenant or Owner>>
Stormwater	<<Stormwater - Tenant or Owner>>
Garbage	<<Trash - Tenant or Owner>>

Landlord has the right to temporarily turn off service to the leased property in order to make repairs or do maintenance.

By initialing below, you acknowledge and agree to the terms in Section 6.

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## 7. Disclosures

### 7.1 RADON GAS DISCLOSURE

As required by law, landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time.

Levels of radon that exceed federal and state guidelines have been found in buildings in York County, Pennsylvania.

Additional information regarding radon and radon testing may be obtained from your county public health unit.

### 7.2 LEAD PAINT DISCLOSURE

Landlord and tenant shall complete and execute the attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards for any leased property built prior to 1978.

By initialing below, you acknowledge and agree to the terms in Section 7.

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## 8. What Happens in Breach of Lease

### 8.1 BREAKING LEASE AGREEMENT

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When a tenant does not do something that tenant has agreed to do, tenant breaks this lease.

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 premises at the end of the lease
4. Does not do all of the things that tenant agreed to do in this lease

If the tenant breaks the lease, each 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 lawsuit in court asking for a court order evicting each tenant from the leased property without giving each tenant notice to quit first.

Landlord does not have the right to throw tenant out of the leased property. The landlord can only evict tenant by court action.

### 8.2 LOSS OF SECURITY DEPOSIT

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If tenant breaks this lease, tenant may lose or forfeit security deposit monies.

### 8.3 RISK OF LEGAL SUIT

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If tenant breaks the lease agreement, the landlord may sue each tenant in court:

1. To collect overdue rent, late charges and money damages caused by the tenant's breaking the agreements in the lease
2. To get the leased property back (Eviction)
3. To collect for unpaid rent until the end of the lease or until another person moves into the leased property as a new tenant.

If tenant breaks this lease, landlord can sue the tenant for other expenses and may go to court to remove tenant from the leased property.

Tenant agrees that landlord may receive reasonable attorneys fees as part of a court ruling in a lawsuit against tenant for breaking of the agreements in this lease.

If there is only one tenant on the lease, the landlord can only sue one tenant for that tenant breaking the agreements made in this lease.

If there is more than one tenant, then the landlord can sue all tenants together as a group, or the landlord can sue any one of the tenants, for any tenant's breaking the agreements made in this lease.

The landlord does not have the right to sue in court for eviction unless a tenant has broken the agreements in this lease. Even though each tenant is giving up notice to quit, each tenant will have a chance in court to have a judge decide on landlord's claim for eviction.

By initialing below, you acknowledge and agree to the terms in Section 8.

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## 9. Guarantors

### 9.1 GUARANTY

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Guarantors absolutely, unconditionally and irrevocably guarantee lease and all amounts to come due under the lease. No obligation to pursue the tenant first; the liability of Guarantors under this guaranty shall be primary, direct and immediate and not conditional or contingent on pursuit by landlord of any remedies it may have against tenant. Co-signers of this lease guarantee all lease payments and do not possess a right of occupancy.

By initialing below, you acknowledge and agree to the terms in Section 9.

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## 10. Adding or Removing an Occupant

### 10.1 TERMS, FEES AND CONDITIONS

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Tenant may request to add or remove an occupant from the lease at any time during the term of the lease. Tenant must notify the management company of this request in writing for approval.

Tenant will be asked to provide current financial and employment information to re-qualify for the unit.

Tenant may be required to provide an additional security deposit if necessary.

Tenant shall pay a change fee of \$ «Administrative Fee» prior to re-qualifying for screening and administrative purposes.

Tenant may request to receive new keys to the unit. Tenant must notify management of the request. New doorknobs and deadbolts will be installed by the management company at the Tenant's expense. Tenant(s) are not permitted to change out doorknobs or deadbolts themselves.

By initialing below, you acknowledge and agree to the terms in Section 10.

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## 11. Sign and Accept

### 11.1 ACCEPTANCE

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By signing this lease agreement, each tenant agrees that the tenant has read and understands all of the agreements in this lease.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed