

## Pennsylvania Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 1st day of December, 2019, by and between Yumiko Utada (hereinafter referred to as "Landlord") and Stella Frizell / (hereinafter referred to as "Tenant")

WITNESSETH:

WHEREAS, Landlord is the ~~fee owner of certain real property being, lying and situated in Philadelphia County, Pennsylvania, such real~~ property having a street address of 5838 Henry Avenue, Apt#2, Philadelphia, Pa 19128 (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Test text here.....

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of one year [specify number of months or years], such term beginning on 12/01/2019, and ending at 11:59 PM on 11/30/2020.

2. RENT. The total rent for the term hereof is the sum of \$1000.00 DOLLARS (\$1000.00) payable on the 1st day of each month of the term, in equal installments of One thousands dollars DOLLARS (\$1000.00), first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on January 1<sup>st</sup>, 2020.

All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.

3. SECURITY DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \$1000.00 DOLLARS (\$1000.00), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof.

Interest on Security Deposit. In accordance with Pennsylvania law, and subject to the exception set forth in this Paragraph, such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. Landlord will only pay interest to Tenant if both of the following two (2) conditions are met: (i) Landlord requires a security deposit in excess of \$100, and (ii) the Tenant has rented from Landlord for twenty-four (24) months. If both conditions are met, then starting on the twenty-fifth (25) month of Tenant's Lease, Landlord will pay Tenant interest on Tenant's security deposit, less a 1% administrative fee, to be paid annually on the date of Tenant's Lease.

Timing of Return of Security Deposit. Within thirty (30) days after the termination of Tenant's Lease, or Tenant's surrender of possession of the Premises, whichever first occurs, Landlord will return Tenant's security deposit and any unpaid interest, less any allowed deductions. If any part of Tenant's security deposit is withheld, Landlord will notify Tenant in writing at the new address Tenant provides of any damages to the Premises for which Landlord claims Tenant is liable.

4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of Stella Frizell, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate

family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt.
- (h) You must keep working condition of Smoke Alarm units.

(h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

(i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_ )  
per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

16. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

17. ANIMALS. Tenant shall be entitled to keep no more than 0 (0) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of

NA DOLLARS (\$ NA),  
NA DOLLARS (\$ NA)

of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. DEFAULT. If Landlord determines that the Tenant is in default of this Agreement, as authorized under 68 P.S. §250.501, Landlord may terminate Tenant's right to use and to occupy the Premises by providing Tenant with at least one (1) day written Notice to Quit. Landlord may provide such notice by serving it personally on Tenant, or by leaving the same at the principal building on the Premises, or by posting the same conspicuously on the leased Premises. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant shall remain fully liable to the Landlord for (a) any lost rent and any other financial obligation under this Agreement; (b) Landlord's cost of relating the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relets the Premises; (c) repairs to the Premises for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; (f) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Premises to acceptable tenants and thereby reducing Tenant's liability. As provided under 68 P.S. §250.302, Landlord shall have the right to detain Tenant's qualifying and otherwise nonexempt personal property located upon the Premises for Tenant's failure to pay rent when due, and Landlord is authorized to distraint such property on any day, except Sunday, between the hours of 7:00 AM and 7:00 PM and not at any other time, except where Tenant through Tenant's act prevents the execution of the warrant during such hours. Notice in writing of such distress, stating the cause of such taking, specifying the date of levy and the personal property detained sufficiently to inform Tenant or owner what personal property is detained and the amount of rent in arrears, shall be given, within five (5) days after making the distress, to Tenant and any other owner known to Landlord, personally, or by mailing the same to Tenant or any other owner at the Premises, or by posting the same conspicuously on the Premises charged with the rent. The personal property detained may not exceed the value of the rent owed.

21. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Fifty dollars (\$ 50.00).

22. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relets the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may

receive and collect all rent payable by virtue of such relating, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such relating. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

**23. ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

**24. RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

**25. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Pennsylvania.

**26. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**27. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**28. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.

**29. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**30. NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

**31. MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

**32. NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Yumiko Utada  
[Landlord's Name]

5836 Henry Ave., Phila., Pa 19128  
[Landlord's Address]

If to Tenant to:

Stella Frizell  
[Tenant's Name]

4422 Larchwood Ave, Phila. PA 19104  
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33.

**ADDITIONAL PROVISIONS; DISCLOSURES.**

- a. Event of snow or ice rain, tenant(s) should remove snow porch area, steps, and in front of Apt. side walk.
- b. When you have a party at dojo backyard.:
  - 1. Let landlord know ahead time, if you have more than two people.
  - 2. Clean up after using backyard/gas stove any other equipment.
- c. Landry room: Clean after use(commune). Do not leave your Landry stuffs.
- d. Apt Tanants are able to use washing/drying machines. But Landlord is not responsible to fix or replace such machines.

[Landlord should note above any disclosures about the premises that may be required under Federal or Pennsylvania law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord this 30 day of 10, 2019.

LANDLORD:

Sign: [Signature] Print: Yumiko UTADA Date:

As to Tenant, this 30<sup>th</sup> day of October, 2019.

TENANT ("Tenant"):

Sign: [Signature] Print: Stella Frizell Date:

TENANT:

## Pennsylvania Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 1<sup>st</sup> day of September, 2014, by and between Yumiko Utada (hereinafter referred to as "Landlord") and Benjamin Cliver & Candice Schwebel (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Philadelphia County, Pennsylvania, such real property having a street address of 5838 Henry Avenue, Apartment #1, Philadelphia, PA 19128 (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of one year, such term beginning on 09/01/14, and ending at 11:59 PM on 10/31/15.

2. **RENT.** The total rent for the term hereof is the sum of Eight hundred dollars (\$800.00) payable on the 1<sup>st</sup> day of each month of the term, in equal installments of Eight hundred dollars (\$800.00), first installment to be paid upon the due execution of this Agreement, the second installment to be paid on September 1<sup>st</sup>, 2014. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.

Landlord also acknowledges receipt from Tenant in the sum of Eight hundred dollars (\$800.00) which is last month's rent for the term of this lease or last month's rent for the lease if tenant holds over past the natural expiration of this Agreement.

3. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of Eight hundred dollars (\$800.00), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof.

**Interest on Security Deposit.** In accordance with Pennsylvania law, and subject to the exception set forth in this Paragraph, such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. Landlord will only pay interest to Tenant if both of the following two (2) conditions are met: (i) Landlord requires a security deposit in excess of \$100, and (ii) the Tenant has rented from Landlord for twenty-four (24) months. If both conditions are met, then starting on the twenty-fifth (25) month of Tenant's Lease, Landlord will pay Tenant interest on Tenant's security deposit, less a 1% administrative fee, to be paid annually on the date of Tenant's Lease.

**Timing of Return of Security Deposit.** Within thirty (30) days after the termination of Tenant's Lease, or Tenant's surrender of possession of the Premises, whichever first occurs, Landlord will return Tenant's security deposit and any unpaid interest, less any allowed deductions. If any part of Tenant's security deposit is withheld, Landlord will notify Tenant in writing at the new address Tenant provides of any damages to the Premises for which Landlord claims Tenant is liable.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of Ben + Candice, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and

orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all (PGW, PECO) utility services required on the Premises except water.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc.. turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided there for and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Keep lawn cut (front and back of the Premises);
- (m) Keep steps, landing, and side walk free from snow and ice;
- (n) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant there to which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at Eight hundred DOLLARS (\$800.00) per month, but be subject to change within ninety (90) DAYS written notice. Such tenancy shall be terminable upon ninety(90) days written notice served by either party prior to the end of the year.

16. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. ANIMALS. Tenant shall be entitled to keep no more than \_\_\_\_\_ (1) domestic cat / dog; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall use own funds, upon the termination or expiration of this Agreement, for the purposes of cleaning the building due to

animal damage. Tenant shall be responsible for all damage caused by the Pet to the Premises, including all repairs and replacements considered appropriate by Owner or Agent. Upon termination of the Lease or removal of the Pet from the Premises, whichever occurs first, Tenant shall have the Premises professionally exterminated and the carpets professionally cleaned and deodorized at Tenant's cost through companies approved by Agent. Tenant shall provide Agent with copies of paid receipts for the extermination and cleaning. Tenant shall remain liable for dormant infestation and latent pet odor (including extermination costs and carpet replacement floor refinishing if necessary) for 30 days after the Pet is removed from the Premises and the required extermination and cleaning are complete, even if prior to that time the Security Deposit and Pet Deposit have been returned to Tenant.

18. ANIMAL DEPOSIT: Tenant has deposited One hundred dollars (\$100.00) for the Pet Deposit for the faithful performance of all terms and conditions of the Lease, including, but not limited to, the return of the Premises in good and clean condition, free of pet damage and flea and other pest infestation, at the completion of the Term. Tenant has paid the Pet Fee as a non-refundable fee to induce Owner to grant permission for the Pet. Tenant understands that Pet Fee will not be refunded, even if the Pet is subsequently removed from the Premises or if there is no damage to the Premises at the end of the Term.

19. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

20. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

21. DEFAULT. If Landlord determines that the Tenant is in default of this Agreement, as authorized under 68 P.S. §250.501, Landlord may terminate Tenant's right to use and to occupy the Premises by providing Tenant with at least one (1) day written Notice to Quit. Landlord may provide such notice by serving it personally on Tenant, or by leaving the same at the principal building on the Premises, or by posting the same conspicuously on the leased Premises. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant shall remain fully liable to the Landlord for (a) any lost rent and any other financial obligation under this Agreement; (b) Landlord's cost of relating the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to rent the Premises; (c) repairs to the Premises for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; (f) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Premises to acceptable tenants and thereby reducing Tenant's liability. As provided under 68 P.S. §250.302, Landlord shall have the right to distain Tenant's qualifying and otherwise nonexempt personal property located upon the Premises for Tenant's failure to pay rent when due, and Landlord is authorized to distain such property on any day, except Sunday, between the hours of 7:00 AM and 7:00 PM and not at any other time, except where Tenant through Tenant's act prevents the execution of the warrant during such hours. Notice in writing of such distress, stating the cause of such taking, specifying the date of levy and the personal property distained sufficiently to inform Tenant or owner what personal property is distained and the amount of rent in arrears, shall be given, within five (5) days after making the distress, to Tenant and any other owner known to Landlord, personally, or by mailing the same to Tenant or any other owner at the Premises, or by posting the same conspicuously on the Premises charged with the rent. The personal property distained may not exceed the value of the rent owed.

22. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Fifty dollars (\$50.00).

23. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relent the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such relating, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such relating. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

25. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

26. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Pennsylvania.

27. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

31. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Yumiko Utada  
5836 Henry Ave  
Philadelphia, PA 19128

If to Tenant to:

Benjamin Cliver & Candice schwebel  
5838-1 Henry Ave  
Philadelphia, PA 19128

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

34. ADDITIONAL PROVISIONS; DISCLOSURES.

- a). Event of snow or ice rain, tenant should remove snow porch area, steps, and in front of Apt. side walk.
- b). When you have a party in dojo backyard: 1). Let us know ahead time, if you have more than two people.  
2). Clean up after using backyard/gas stove and everything.
- c). Landry room: clean after use (commune). Do not leave your laundry stuff.
- d). Apt. Tenants are able to use washing/drying machines. But Landlord is not responsible to fix or replace such machines.

[Landlord should note above any disclosures about the premises that may be required under Federal or Pennsylvania law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord this 6 day of Aug, 2014.

LANDLORD:

Sign: Yumiko Utada Print: Yumiko UTADA  
Date: 6/8/14

As to Tenant, this 6 day of 8, 2014.

TENANT ("Tenant"):

Sign: Benjamin Cliver Print: Benjamin Cliver  
Date: 8/6/2014

TENANT:

TENANT ("Tenant"):

Sign: Candice Schwebel Print: Candice Schwebel  
Date: 8-6-2014