

CONSUMER NOTICE THIS IS NOT A CONTRACT

(Licensee) **Juliana Martell** hereby states that with respect to this property (describe property)
244-248 N 3rd St, Unit 4CD, Philadelphia, PA 19106, I am acting in
 the following capacity: (check one)

- ☐ (i) Owner/Landlord of the Property;
☒ (ii) A direct employee of the Owner/Landlord; OR
☐ (iii) An agent of the Owner/Landlord pursuant to a property management or exclusive leasing agreement

I acknowledge I have received this Notice:

Date: **8/22/2023**

Katherine Testa

Ethan Witherup

8/22/2023

Print (Consumer)
Katherine Testa
 Signed (Consumer)

Print (Consumer)
Ethan Witherup
 Signed (Consumer)

Address (Optional)

Address (Optional)

Phone Number (Optional)

Phone Number (Optional)

I certify that I have provided this Notice:

DocuSigned by:
Juliana Martell
 B77E69B5B72E49D...

(Licensee)

8/22/2023

Date



**RESIDENTIAL LEASE****RL**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES**TENANT(S):** Katherine TestaEthan Witherup**TENANT'S MAILING ADDRESS:****LANDLORD(S):** Stephen J BoernerMelissa A Bemer**LANDLORD'S MAILING ADDRESS:****PROPERTY**

Property Address

244-248 N 3rd St, Unit 4CD

Unit

Unit 4C/4D

ZIP

19106

in the municipality of

Philadelphia

, County of

Philadelphia

in the School District of

The School District of Philadelphia

, in the Commonwealth of Pennsylvania.

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER☐ **No Business Relationship (Tenant is not represented by a broker)**Broker (Company) Kurfiss Sotheby's International RealtyCompany License # RB50068CCompany Address 1631 Locust St, Ste 300Philadelphia, PA 19103Company Phone (215)735-2225

Company Fax

Broker is:

☐ Tenant Agent (Broker represents Tenant only)☒ Dual Agent (See Dual and/or Designated Agent box below)Licensee(s) (Name) Juliana MartellState License # RS323549

Direct Phone(s)

Cell Phone(s) (856)366-0224

Fax

Email julianamartell@gmail.com

Licensee(s) is:

☐ Tenant Agent (all company licensees represent Tenant)☐ Tenant Agent with Designated Agency (only licensee(s) named above represent Tenant)☒ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)**LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER**☐ **No Business Relationship (Landlord is not represented by a broker)**Broker (Company) Kurfiss Sotheby's International RealtyCompany License # RB50068CCompany Address 1631 Locust St, Ste 300Philadelphia, PA 19103Company Phone (215)735-2225

Company Fax

Broker is:

☐ Landlord Agent (Broker represents Landlord only)☒ Dual Agent (See Dual and/or Designated Agent box below)Licensee(s) (Name) Juliana MartellState License # RS323549

Direct Phone(s)

Cell Phone(s) (856)366-0224

Fax

Email julianamartell@gmail.com

Licensee(s) is:

☐ Landlord Agent (all company licensees represent Landlord)☐ Landlord Agent with Designated Agency (only licensee(s) named above represent Landlord)☒ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)**DUAL AND/OR DESIGNATED AGENCY**

A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.

By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant initials: EW KT

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Landlord Initials: MAB SJB**THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME**

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1. LEASE DATE AND RESPONSIBILITIES

This Lease for the Property, dated August 20, 2023, is between the Landlord and Tenant. Each Tenant is individually responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

2. CO-SIGNERS

Co-signers: _____

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

3. PROPERTY CONTACT INFORMATION

Rental Payments (see Paragraph 7(H) for additional information)

Payable to: Steve Boerner

Phone: (215)530-0545

Address: _____

Maintenance Requests

Contact: Steve Boerner

Phone: (215)530-0545

Address: _____

Email: stephenandmelissaboerner@gmail.com

Website: _____

Emergency Maintenance Contact

Contact: Chancellor Properties

Phone: (866)287-8807

Email: _____

Website: _____

4. STARTING AND ENDING DATES OF LEASE (also called "Term")

(A) **Starting Date:** October 1, 2023, at 12 ☐ a.m. ☒ p.m.

(B) **Ending Date:** September 30, 2024, at 12 ☐ a.m. ☒ p.m.

(C) Tenant is required to vacate the Property on the Ending Date unless the parties have entered into a Renewal Term as described in Paragraph 5.

5. RENEWAL TERM

Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of 1 year (month-to-month if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires Tenant or Landlord to give at least 60 days (30 if not specified) written notice before Ending Date or before the end of any Renewal Term. Any renewal will be according to the terms of this Lease or any written changes to it.

☐ This Lease will TERMINATE on the Ending Date unless extended in writing.

6. SECURITY DEPOSIT

(A) The Security Deposit will be held in escrow by Landlord, unless otherwise stated here PNC

at (financial institution): _____

Financial institution Address: _____

(B) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit. If Tenant fails to do this, Landlord will not have to provide the list of damages and the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant Act.

(C) Within 30 Days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for which the Landlord claims Tenant is responsible. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property. **TENANT IS ADVISED THAT FAILURE TO PROVIDE LANDLORD WITH A FORWARDING ADDRESS MAY CAUSE TENANT TO LOSE SOME RIGHTS.**

(D) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Tenant may be responsible for any unpaid expenses remaining after Landlord deducts costs from the security deposit.

7. RENT

(A) Rent is due in advance, without demand, on or before the 1 day of each month (Due Date).

(B) The amount of Total Rent due during the Term is: \$ 33,600.00

(C) The Rent due each month is: \$ 2,800.00

(D) If Rent is more than 3 days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$ 100 and \$25 each day after

(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.

(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. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that would be due next.

(G) Tenant will pay a fee of \$ 50.00 for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

Tenant initials: EW kt

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Landlord Initials: MAB SJB

- (H) Landlord will accept the following methods of payment: (☐ Cash) (☐ Money Order) (☐ Personal Check)
 (☐ Credit Cards) (☐ Cashier's Check) (☒ Other: apartments.com)
 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).
 (I) The first \$ 2,800.00 of Rent due will be made payable to 2800 (Broker for Landlord, if not specified). The Security Deposit will be made payable to Landlord, or Landlord's representative.
 (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

8. PAYMENT SCHEDULE

| | Due Date | Paid | Due |
|--|-------------------|----------|--------------------|
| (A) Security Deposit: <u>2800</u> | <u>08/22/2023</u> | \$ _____ | \$ <u>2,800.00</u> |
| (B) First month's Rent: <u>2800</u> | <u>08/22/2023</u> | \$ _____ | \$ <u>2,800.00</u> |
| (C) Other: <u>last month's rent</u> | <u>08/22/2023</u> | \$ _____ | \$ <u>2,800.00</u> |
| (D) Other: _____ | _____ | \$ _____ | \$ _____ |
| (E) Other: _____ | _____ | \$ _____ | \$ _____ |
| Total Rent and security deposit received to date: | | \$ _____ | |
| Total amount due | | | \$ <u>8,400.00</u> |

9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS

- (A) Tenant will use the Property as a residence ONLY.
 (B) Not more than 2 people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:
 Name _____ ☐ 18 or older Name _____ ☐ 18 or older
 Name _____ ☐ 18 or older Name _____ ☐ 18 or older
 Guide or support animals: Type _____ Breed _____ Name _____
☐ Additional information is attached

10. POSSESSION

- (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
 (B) If Tenant cannot move in within _____ days (0 if not specified) after Starting Date because the previous tenant is still there or because of property damage which makes the Property unsafe, unsanitary, or unfit for human habitation, Tenant's exclusive rights are to:
 1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until the Property is available; OR
 2. End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

11. LANDLORD'S RIGHT TO ENTER

- (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with Landlord or Landlord's representative, or they have written permission from the Landlord.
 (B) When possible, Landlord will give Tenant _____ hours (24 if not specified) notice of the date, time, and reason for the visit.
 (C) In emergencies, Landlord may enter the Property without notice. If Tenant is not present, Landlord will notify Tenant who was there and why within _____ hours (24 if not specified) of the visit. Showing the property is not considered an emergency.
 (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on, in, or near the Property.

12. RULES AND REGULATIONS

- (A) ☐ Rules and Regulations for use of the Property and common areas are attached.
☐ Homeowners Association or Condominium rules and regulations for the Property are attached.
 (B) Any violation of the Rules and Regulations is a breach of this Lease.
 (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant, is intended to protect the condition or value of the Property, or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.
 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
 (E) If any fine is imposed on Landlord by the municipality or any other governing body because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

13. PETS

- Tenant will not keep or allow any pets on any part of the Property, unless checked below. Guide and support animals are not pets.
☐ Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and Regulations.

14. CONDITION OF PROPERTY AT MOVE IN

Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: Home to be professionally cleaned prior to move in

Tenant initials: EW KT

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Landlord Initials: MAB SJB

15. APPLIANCES INCLUDED

(☒) Range/Oven (☐) Cooktop (☒) Refrigerator (☒) Dishwasher (☒) Washer (☒) Dryer (☒) Garbage Disposal
 (☐) Microwave (☐) Air Conditioning Units -Number: _____ (☒) Other **2 parking clickers**
 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: **Unless due to tenant's misuse**

16. UTILITIES AND SERVICES

Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including connection and payment of fees and charges. **If a service is not marked as being the responsibility of Landlord, it is the responsibility of Tenant to pay for that service.** Landlord is not responsible for loss of service if interrupted by circumstances beyond Landlord's control. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service.

| Landlord | Tenant | | Landlord | Tenant | |
|-------------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------------|----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Cooking Gas/Fuel | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Air Conditioning |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Electricity | <input type="checkbox"/> | <input type="checkbox"/> | Air Conditioning Maintenance |
| <input type="checkbox"/> | <input type="checkbox"/> | Cable/Satellite Television | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Heat electric (type) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Condominium/Homeowners Association Fee | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Hot Water electric (type) |
| <input type="checkbox"/> | <input checked="" 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"/> | Pest/Rodent Control |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Trash Removal | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Bed Bugs Remediation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Recycling Removal | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Snow/Ice Removal |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sewage Fees | <input type="checkbox"/> | <input type="checkbox"/> | Telephone Service |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sewer Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | Lawn and Shrubbery Care |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Heater Maintenance | <input type="checkbox"/> | <input type="checkbox"/> | |

Comments: _____

17. TENANT'S CARE OF PROPERTY**(A) Tenant will:**

1. Keep the Property clean and safe.
2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
4. Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
5. Obey all federal, state, and local laws that relate to the Property.
6. Clean up after pets and guide and support animals on the Property, including common areas.

(B) Tenant will not:

1. Keep any flammable, hazardous or explosive materials on the Property, with the exception of common household goods intended for lawful use.
2. Destroy, damage or deface any part of the Property or common areas.
3. Disturb the peace and quiet of other tenants or neighbors.
4. Cancel or close utility accounts paid by Tenant during the term of the Lease, without the written permission of Landlord.
5. Make changes to the Property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that any changes or improvements made will belong to Landlord.
6. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.

(C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with any requirements listed in (A) or (B), above.**(D) Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or guide and support animals.****18. DETECTORS AND FIRE PROTECTION SYSTEMS****(A) Landlord has installed (☒ Smoke Detectors) (☐ Carbon Monoxide Detectors) (☐ fire extinguishers) in the Property. Tenant will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.****(B) Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning detectors.****(C) Failure to properly maintain detectors, replace detector batteries or notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broke normal functioning detectors is a breach of this Lease.****(D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is stated in the Rules and Regulations, if any.****(E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.**

Tenant Initials:

DS DS
 EW kt

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Landlord Initials:

DS DS
 MAB SJB

19. DESTRUCTION OF PROPERTY

- (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any condition in the Property that could severely damage or destroy the Property.
- (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.
- (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damage is repaired, OR
 2. If the law does not allow Tenant to live on the Property, this Lease is ended.

20. INSURANCE AND RELEASE

- (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Tenant is advised to obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured while on the Property.
- ☒ **IF CHECKED**, Tenant must have insurance policies providing at least \$ minimum personal property insurance and \$ minimum liability insurance to protect Tenant, Tenant's personal property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.
- (B) Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Property.
- (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's fees associated with that loss, if awarded by a court.

21. HOLDOVER TENANTS

If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests.

22. TENANT ENDING LEASE EARLY

Tenant may **not** end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in writing.

23. ABANDONMENT OF PERSONAL PROPERTY

- (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of Tenant's remaining personal property may be considered abandoned if any of the following apply:
1. Tenant has vacated the Property after termination of the Lease;
 2. An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and removed almost all of Tenant's personal property;
 3. An eviction order or order for possession has been entered in favor of Landlord;
 4. Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of a forwarding address; OR
 5. Tenant has vacated the Property without showing an intent to return, Rent is more than 15 days past due and Landlord has posted notice regarding Tenant's rights to Tenant's personal property.
- (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant. Tenant will have ten days from the date the notice was posted marked to:
1. Retrieve Tenant's personal property, OR
 2. Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored by Landlord, Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will be responsible for storage costs.
- (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

24. LANDLORD REMEDIES IF TENANT BREACHES LEASE

- (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
1. Taking possession of the Property by going to court to evict Tenant.
 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
 4. Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court.

Tenant initials: EW KT

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Landlord Initials: MLB SJB

(B) IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE: _____

25. TRANSFER AND SUBLEASING

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease and any written changes to it remains the same with the new Landlord.
- (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without Landlord's written permission.

26. SALE OF PROPERTY

- (A) If Property is sold, Landlord will give Tenant in writing:
1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
 2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
- (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
- (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

27. IF GOVERNMENT TAKES PROPERTY

- (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security Deposit or prepaid Rent.
- (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

28. DEATH OF TENANT DURING LEASE TERM

- (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property, the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statutes relating to decedents, estates and fiduciaries.
- (B) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
- (C) Tenant's estate will be required to pay Rent, Additional Rent and any other sums due to Landlord, including expenses that Landlord may incur as a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages, to Landlord for breach of contract or early termination of the Lease.

29. TENANTS' RIGHTS

- (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.
- (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will notify Tenant immediately if the property owner or Landlord receive a notice of foreclosure.

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.

30. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- ☐ Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
- ☒ Property was built before 1978. **Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure** disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally approved pamphlet on lead poisoning prevention.

31. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

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

32. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

33. ENTIRE AGREEMENT

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this

Tenant initials:

EW kt

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Landlord Initials:

MAB SJB

Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under Paragraph 12.

34. SPECIAL CLAUSES

(A) The following are part of this Lease if checked:

- ☐ Change of Lease Terms Addendum (PAR Form CLT)
☐ Pet Addendum (PAR Form PET)
☒ Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR)

(B) Additional Terms:

Tenant(s) understand that they will have two electric bills to put into their name and set up.

Two parking spots included in the rent - two parking permits will be provided on move in day.

Renters will be given 1 main door key, 1 unit key, and 1 mailbox key. A fee of \$25 is charged for any lost key.

Mailing address is: 246 N 3rd St, Unit 4D, Philadelphia, PA, 19106.

NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney. If a real estate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and Tenant acknowledge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.

By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information set forth in this Lease.

A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

| | | |
|--|---------------------------|----------------|
| DocuSigned by: | | 8/22/2023 |
| TENANT | <u>Katherine Testa</u> | DATE |
| TENANT | <u>Shuan Withenry</u> | DATE 8/22/2023 |
| TENANT | <u>AF573DDEA111433...</u> | DATE |
| CO-SIGNER | | DATE |
| CO-SIGNER | | DATE |
| CO-SIGNER | | DATE 8/22/2023 |
| LANDLORD | <u>Stephen J. Boerner</u> | DATE 8/22/2023 |
| LANDLORD | <u>Melissa A. Bemer</u> | DATE |
| EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER | | DATE |

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Landlord, _____ (current Landlord) now transfers to _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and other benefits.

| | |
|------------------|------|
| CURRENT LANDLORD | DATE |
| CURRENT LANDLORD | DATE |
| NEW LANDLORD | DATE |
| NEW LANDLORD | DATE |

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FOR RENTALS**LPDR**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 **PROPERTY** 244-248 N 3rd St, Unit 4CD, Philadelphia, PA 19106

2 **LANDLORD** Melissa A Bemer Stephen J Boerner

3 **LEAD WARNING STATEMENT**

4 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not

5 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre- 1978 housing,

6 landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also

7 receive a federally approved pamphlet on lead poisoning prevention.

8 **LANDLORD'S DISCLOSURE - PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

9 MSB SJB **Landlord has no knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the housing.

10 **Landlord has knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the housing.

11 Explain: _____

12 _____

13 **RECORDS AND REPORTS AVAILABLE TO TENANT**

14 MSB SJB **Landlord has no records or reports** pertaining to lead-based paint and/or lead-based paint hazards in the housing.

15 **Landlord has provided** Tenant with all available records and reports regarding lead-based paint and/or lead-based paint

16 hazards in the housing. (List documents): _____

17 _____

18 _____

19 **Landlord certifies that to the best of Landlord's knowledge the above statements are true and accurate.**

20 **LANDLORD** Melissa A Bemer 8/22/2023

21 **LANDLORD** Stephen J Boerner 8/22/2023

22 **LANDLORD** 3E08DC9E565F44A... DATE

23 **TENANT** Katherine Testa Ethan Witherup

24 **DATE OF LEASE** 8/22/2023

25 **TENANT'S ACKNOWLEDGMENT**

26 KT EW **Tenant has received the pamphlet** *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.

27 KT EW **Tenant has reviewed Landlord's disclosure of known lead-based paint and/or lead-based paint hazards and has received**

28 **the records and reports regarding lead-based paint and/or lead-based paint hazards identified above, if any.**

29 **Tenant certifies that to the best of Tenant's knowledge the statements contained in Tenant's Acknowledgement are true and**

30 **accurate.**

31 **TENANT** Katherine Testa 8/22/2023

32 **TENANT** Ethan Witherup 8/22/2023

33 **TENANT** 63F57E8EB79B406... AF573DDEA111433... DATE

34 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

35 JM **Agent/Licensee represents that Agent has informed Landlord of Landlord's obligations under the Residential Lead-**

36 **Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.**

37 **The agents have reviewed the information in the Agent Acknowledgement and certify, to the best of their knowledge, that the**

38 **information provided is true and accurate. Landlord Agent and Tenant agent must both sign this form.**

39 **BROKER FOR LANDLORD (Company Name)** Kurfiss Sotheby's International Realty 8/22/2023

40 **LICENSEE** Juliana Martell DATE

41 **BROKER FOR TENANT (Company Name)** Kurfiss Sotheby's International Realty 8/22/2023

42 **LICENSEE** Juliana Martell DATE


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