ONYX Real Estate LLC
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Residential Lease (version 12-14-2017)

THIS IS A RESIDENTIAL LEASE. THIS IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.

NAMES OF LANDLORD AND TENANT(S)

Name of Owner
Name of Landlord/Rental Agent
Address to send rent payments

Name of Tenant**:**

1. LEASED PROPERTY The leased property is the location Landlord agrees to rent to Tenant. It is a:
☐ Single Home ☐ Townhouse ☐ Condominium ☐ Apartment ☐ Duplex
The words "leased property" refer to the type of residence above.

The exact address **is**

2. APPLIANCES
The following items are part of the leased property

_____

3. STARTING / ENDING DATES OF LEASE
This lease begins on _____this lease ends on _____
To end this lease Landlord or Tenant must give 60 days notice before the endi date or any renewal period.

4. MONEY OWED AT MOVE IN

	PAID	DUE
Total Rent Due For Entire Length Of Lease		
Security Deposit		
First Month Rent		
Last Month Rent		
Total		

5. RENT

a) The rental amount each month is **$** _____ and is due by the **1st** (**First**) day of each month. If Tenant mails rent to Landlord, the date of receipt of the rent by Landlord is the date of payment.

b) If rent is not paid by the 10th day of the month legal proceedings may be commenced to evict Tenant and to recover any and all amounts due including reasonable attorney's fees and court costs. All court costs and legal fees incurred by Landlord in connection with any default by Tenant hereunder are the responsibility of Tenant.

c) A court action to remove tenant may be commenced by Landlord at anytime after on the 10th day.

Initials: Tenant _____ Tenant _____ Tenant _____ Landlord/Agent _____

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6. ADDITIONAL RENT CHARGES

a) Rent is considered late for mail-in payments received by Landlord after the 5th day of each month.
b) All online payments must be submitted by the end of 1st day of each month.
c) Late Rent will be assessed a 10% late fee of the total outstanding rent balance owed if not paid by the due date.
d) Other charges, including water bills or other utility charges, are also subject to a 10% fee of the outstanding balance if not by the due date.
e) All concessions received will be considered invalid and cannot be applied to total rent for lease term. If Lease term is terminated early prior to Lease end date by the Tenant.
f) Tenants may use the online tenant portal to pay their rent or water bill each month.

7. ORDER IN WHICH RENT PAYMENT IS APPLIED

Landlord applies rent received to money due from the past in the following order:

1. Additional Rent Charges
2. Tenant Owed Utility Bills
3. Legal and Court Costs
4. Other Fees Not Paid
5. Past Rent
6. Current Rent
7. Damages to Leased Property

8. NUMBER OF OCCUPANTS

a) The most people allowed to live in the leased property: _____
Names of all occupants:

b) If any unauthorized occupant(s) is living in the leased property, landlord can do all or any of the following at the sole option of Landlord:

i) End this lease with fifteen days written notice.
ii) Require Tenant to pay $100 per month for each unauthorized occupant(s).
iii) Require Tenant to pay for all damages caused by unauthorized occupant(s).

c) Unauthorized occupant(s) is anyone not listed on the lease that has lived in the leased property for more than 30 consecutive days.

9. UTILITY SERVICES

Landlord and tenant agree to pay for the utilities and services listed below:

UTILITY	LANDLORD PAYS	TENANT PAYS
Cable TV		
Lawn and Shrubbery Care		
Electricity		
Gas		
Heat		
Homeowners Assoc. Fee		
Hot Water		
Water bill/ Sewer Fee/ cold water/		
Snow Removal		
Trash Collection		

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Tenant is responsible for all services not provided by Landlord above, such as snow removal, trash removal, and lawn and shrubbery care. If utilities are not transferred by the time the next rent payment is due, there will be an additional handling charge of $125 for each bill.

10. INSPECTION

Tenant agrees to give Landlord a signed inspection sheet no later than the day following the move-in date. When this lease ends Tenant is responsible for all items needing repair not listed on the inspection sheet, reasonable wear and tear excepted. It is Tenant's responsibility to return a signed copy by certified mail within five (5) days to the Landlord.

11. CHANGES TO THE LEASED PROPERTY

a) Tenant agrees not to change or redecorate the leased property without Landlord's written permission. The following are not permitted:

i) Painting of walls a color other than the existing wall color when this lease is signed;

ii) Installing any wall covering material;

iii) Installation of ceiling tiles, carpet or any other object which requires the drilling of holes in the walls, floors, doors, or ceilings or the use of adhesive.

b) Landlord-approved changes that the Tenant makes to the leased property become the property of the Landlord and may not be removed, unless Landlord and Tenant agreed otherwise in writing.

c) At the termination of this lease agreement Tenant agrees to return the leased property to the Landlord in the same condition it existed as of the commencement date of the lease agreement, reasonable wear and tear excepted.

12. INSURANCE

a) Landlord agrees to carry fire and liability insurance on the building. Landlord does not insure Tenant's personal property under his insurance policy.

b) Landlord requires that Tenant carry fire and liability insurance to protect Tenant, Tenant's personal property, and guests of the Tenant. Tenant agrees to list Landlord as additional insured on any policy Tenant purchases.

c) If any person, tenant or otherwise, sustains any injury on the leased premises, or if there is any loss of property by fire, theft, burglary or any other means, Tenant hereby RELEASES AND RELIEVES LANDLORD AND LANDLORD'S AGENT from any and all responsibility and liability for such injuries and damages. Tenant further agrees to pay for any loss or claim filed against Landlord or Landlord's Agent and to HOLD LANDLORD AND LANDLORD'S AGENT HARMLESS and to indemnify Landlord's agent from any and all liability or expense for any such injuries or damages including reasonable attorney's fees, costs and expenses.

13. LANDLORD NOT RESPONSIBLE FOR TENANT'S PROPERTY AND TENANT'S GUESTS' INJURY

a) Landlord is not responsible for loss, theft, or damage to property of Tenant or Tenant's guests.

b) Landlord is not responsible for any liability or injury to any person while on the leased property.

c) All belongings left by Tenant become Landlord's property to remove or keep as abandoned property. The cost of disposal is to be paid by Tenant.

14. BAD CHECKS

Tenant agrees to pay a fee of **$45.00**for any check or money order that is not honored or paid by a financial institution. Landlord reserves the right to require future rent payments in the form of cash, money order, or certified check.

15. REPORTING OF PAST RENT OWED

Tenant is aware that Landlord may report any past rent, damages, utilities, or other costs owed by Tenant to a credit reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or credit for future housing.

16. ADDITIONAL SIGNERS TO THE LEASE

All signers of this lease are responsible for all financial obligations. This includes but is not limited to: rent, late fees, damages, and other costs over the security deposit.

17. CARE AND USE OF THE LEASED PROPERTY

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a) Primary Residence: Tenant agrees to use the leased property as a private residence only for tenant and authorized occupants and will not conduct any business or commercial enterprise in the leased property.

b) Use of Leased Property: Tenant agrees not to use the leased property for any unlawful or hazardous purposes. Tenant needs written permission from Landlord before using the leased property for any business or profession.

c) Obey all laws: Tenant agrees to obey government housing regulations, local and state laws, and condominium and homeowner association rules as they apply to Tenants.

d) Keep safe and clean: Tenant agrees to keep the leased property safe against fire and water damage. Tenant agrees to remove trash, garbage, and other waste in a safe manner.

e) Heating sources: Tenant agrees not to use any other heating source than the one provided in the leased property. Tenant will keep temperature at 60 degrees or above at all times.

18. TENANT'S RESPONSIBILITIES

a) No Noise: Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors.

b) Payment of Utilities: Tenant agrees to pay on time all utility bills for which Tenant is responsible. Section 9 lists Utility Services.

c) Pests: Landlord is giving the leased property free of insects, rodents, and pests at move-in. Tenant agrees to pay for a pest control service if needed after the tenth (10th) day of move-in.

d) Locks: Tenant agrees not to change locks or put additional locks on doors without Landlord's written permission. Landlord may remove any locks put on by Tenant. Tenant will pay the cost of the new locks.

e) Phone Numbers: Tenant agrees to provide Landlord with current home and work phone numbers and will inform Landlord of any change in these numbers.

19. LANDLORD'S RESPONSIBILITIES

a) Government Regulations: Landlord agrees to keep the leased property and common areas as required by law or government regulation.

b) Good Repair: Landlord agrees to keep in good repair and working order the electrical, plumbing, sanitary, heating, air conditioning, and all other services. Tenant will advise Landlord in writing of any of these items not in good repair or working order. Landlord is not responsible for damage caused by Tenant negligence or intentional acts and Tenant shall promptly pay landlord the cost of repairing all such damage.

20. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

a) Tenant agrees to permit Landlord to place a for sale, rent, or informational sign on or near the Property.

b) Landlord agrees to give Tenant at least 48 hours notice before entering the leased property. Landlord, or a person chosen by Landlord, has the right to inspect, show, make repairs, and do maintenance even if the Tenant is not present.

c) Landlord, or a person chosen by the Landlord, has the right to enter the leased property without notice for an emergency. If Tenant is not present, Landlord agrees to tell Tenant promptly to explain the reason for the entry.

21. DAMAGE TO LEASED PROPERTY

a) If a fire or other mishap damages the leased property, Tenant may continue to occupy the livable part if local codes and laws allow occupancy. If Tenant decides to stay, Tenant will pay rent according to the percentage of the amount of area that is livable until Landlord repairs the damage.

b) If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Landlord will collect rent due by Tenant, and then return security deposit plus rent paid in advance for the period after the fire or mishap. Once the lease has ended, Landlord is not responsible for finding replacement housing for Tenant.

c) Tenant agrees to allow Landlord or Landlord's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.

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d) Any fire or other mishap caused by Tenant or Tenant's guests is Tenant's full responsibility. This includes the payment of rent and all other terms and conditions of this lease and the cost of repair of any and all damages caused by such fire or other mishap.

e) Tenant is responsible for damage caused by windows being left open. Any windows or screens broken or doors damaged by anyone are Tenant's responsibility.

f) Tenant agrees not to hold Landlord responsible for damage to Tenant's property or injuries to Tenant caused by water, snow, or ice that comes on the property or leased premises.

22. LOST KEYS

a) If Tenant contacts Landlord to unlock a door between 9:00AM and 5:00PM Monday through Friday, the cost is **$85.00**. If Tenant contacts Landlord during any other hours, Landlord is not responsible to allow access.

b) If Tenant decides to use a locksmith, Tenant must pay locksmith and provide Landlord with a new key immediately.

c) If Tenant contacts Landlord to replace a lost key, the cost is **$15.00** per key.

23. REPAIRS

a) Tenant agrees to immediately tell Landlord in writing of any dangerous or defective conditions on the Property or in the leased property. If Tenant fails to do so, Tenant is responsible for all injury or mishap caused by the dangerous or defective conditions and for any and all damages to leased property or appliance therein, except for such damages caused by normal wear and tear.

b) Tenant agrees to pay the total cost of any repair that is caused by Tenant or Tenant's guest(s) reasonable wear and tear excepted. Tenant agrees to correct and pay for these damages. If Tenant does not complete repairs within a reasonable time, Landlord will pay to have the repair completed. This cost is considered additional rent and is due with the following month's rent payment.

c) Tenant agrees to pay to open all clogged drains, toilets, sinks, and traps caused by Tenant's actions.

d) Landlord is not responsible for any inconvenience or loss that repairs cause.

e) If this lease is for a single family home, townhouse, or condominium, Tenant agrees to buy and change filters on the furnace and/or air conditioner every three (3) months. If damage is caused because the filters were not changed, Tenant agrees to pay for all expenses to repair heater and/or air conditioner, including the service call charge.

24. LEAD BASED PAINT NOTICE

a) The Federal Environmental Protection Agency requires all Landlords who wish to rent property built before 1978 to give Tenant a Lead Based Paint Pamphlet. This Pamphlet explains that young children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the physical and mental damage to young children exposed to lead paint and/or lead hazards.

b) Landlord is required to tell Tenant if the property contains or does not contain any lead-based paint. If Landlord does not know if lead-based paint is present, Tenant may hire a certified lead paint inspector, at Tenant's expense, to inspect the property. Tenant will supply Landlord before inspection the name of the inspection company.

c) The lead-based paint inspection must happen within five days of moving in and the written results returned within ten days. Tenant gives permission to have the inspection results given to Landlord in writing.

d) Tenant has two choices if lead-based paint or lead hazards are present:

i) Tenant may end lease by notifying Landlord in writing within two days of receiving the inspection results. Tenant agrees to move out of the leased property within 90 days of the starting date of lease.

ii) Tenant may continue the lease and agrees not to hold Landlord responsible for any future health problems due to lead-based paint or lead hazards.

e) Tenant acknowledges receiving this Lead Based Paint Pamphlet before signing this lease.

_____ ***TENANT'S INITIALS***

25. SMOKE AND CARBON MONOXIDE DETECTORS

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a) Landlord has supplied smoke and carbon monoxide detector(s) in the leased property. Tenant is responsible for smoke and carbon monoxide detector(s) operation and agrees to replace batteries "as needed".

b) Tenant agrees to tell Landlord immediately if any smoke and carbon monoxide detector(s) fails to work for any reason other than the battery.

c) Tenant agrees not to disconnect a smoke/carbon monoxide detectoror or allow anyone else to disconnect it. Tenant is responsible for any injuries, damages, or loss suffered because of someone disconnecting a smoke detector for any reason.

26. VEHICLES

a) Tenant agrees to park cars, trucks, or motorcycles in the parking area. Tenant agrees to have current registration, license plates, and inspection stickers on all vehicles. Tenant will receive a written notice from Landlord for any vehicles not meeting these requirements. If Tenant does not comply with these requirements within five (5) days, Tenant agrees to pay towing and other expenses to remove the vehicle(s).

b) Tenant agrees not to park or store a motor home, camper, trailer, boat, boat trailer, or other recreational vehicle without the written permission of Landlord.

c) Repainting, repairing, or servicing of any vehicle is not permitted anywhere on the property.

27. PETS ALLOWANCE

Tenant will not keep or allow any pets on any part of the Property, unless checked below.

☐ Tenant may keep pets with Landlord's written permission according to the terms of the attached Lease Addendum. _____ *Tenant Initials* _____ *Landlord Initials*

28. JOINT AND INDIVIDUAL LIABILITY

If more than one Tenant signs this lease, each is responsible individually or jointly for making full rent payments. This means that if one Tenant moves out, Landlord can make both Tenants or just one Tenant, responsible to pay the full rent and for paying for any repairs and/or damages to the property.

29. TENANT MAY NOT TRANSFER OR SUBLEASE

A sublease is a separate lease between Tenant and another person who agrees to lease all or part of the leased property. Tenant agrees not to transfer, sublease, or allow anyone else to occupy the leased property without Landlord's written permission. Any new Tenant must first meet Landlord approval before being accepted as a new Tenant. (*See additional roommate addendum on p. 22*)

30. TAKING BY THE GOVERNMENT

The government has the right to take private land for public use. If the government takes all or part of the Landlord's Property, the Landlord may terminate this lease after 30 days written notice to the Tenant.

31. NO JURY TRIAL

Landlord and Tenant agree to give up their right to a trial by jury. This is for any civil action or any other action brought by either Landlord or Tenant against the other.

32. LANDLORD'S RIGHT TO MORTGAGE THE PROPERTY

If Landlord has a mortgage on the property, the mortgage company rights are stronger than the tenant's rights against the Landlord. If Landlord fails to make monthly mortgage payments, the mortgage company has the right to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Landlord.

33. SALE OF PROPERTY

a) If Landlord sells the Property, Landlord will transfer all security deposits and any interest due to the new Landlord. Landlord agrees to notify Tenant of the sale and to provide the name, address, and phone number of the new Landlord and where rent is to be paid.

b) The new Landlord is responsible to Tenant for the return of the security deposit and any interest due after the sale of the property.

c) Tenant understands that Landlord will not have any more responsibilities under this lease after the property is sold to the new owner.

34. TRUTHFUL APPLICATION

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If Landlord learns that Tenant is not truthful on the rental application, Landlord may terminate this lease immediately and give notice to the Tenant to vacate within 30 days.

35. LAWN CARE AND SNOW REMOVAL

a) Tenant is responsible for lawn maintenance and snow removal.

Lawn maintenance means:

1) Cutting of grass

2) Trimming of bushes, hedges and vines

3) Weeding of flower beds.

Snow removal means:

1) Shoveling snow from steps, sidewalks, driveways

2) Removal and salting of ice and snow.

b) If Tenant does not maintain these areas in a satisfactory condition, Landlord will complete the work. This expense becomes additional rent to Tenant.

36. ILLEGAL ACTIVITY

Landlord may terminate this lease and give Tenant 30 days notice to vacate if Tenant or any of Tenant's guests stores, uses, sells, manufactures or distributes illegal drugs on the leased premises or engages in any other illegal activity under state, municipal, or federal law.

37. NOTICES

a) Landlord agrees to send all notices to Tenant in writing by regular mail or certified mail with receipt being not required, or to deliver in person. If Tenant is not home, Landlord or Landlord's representative will place the notice on the leased property in an easy to see location.

b) Tenant agrees to send all notices to Landlord in writing by certified mail, return receipt requested.

This is the only form of notice permitted in a court hearing as evidence of notice.

38. DEATH DURING LEASE

a) If Tenant dies during the term of this lease and is the only Tenant:

i) Tenant's heirs or the executor of the estate have the right to end this lease after giving two (2) months written notice to terminate this lease and vacate the property.

b) Security Deposit is returned when:

i) Rent and other charges remaining due are paid in full;

ii) All furniture and personal belongings are removed and leased property is clean;

iii) A replacement Tenant is found who will take occupancy immediately after termination of the lease.

iv) All damage, except for normal wear and tear must be repaired and leased property and appliances returned to landlord in the same condition as such were in at the start of this lease.

c) If lease is signed by more than one person, the surviving Tenant(s) is responsible to fulfill the lease and the estate of the deceased tenant shall be jointly liable with the surviving tenant and for all repairs and all damages to the leased premises and appliances.

39. LANDLORD DOES NOT GIVE UP RIGHTS

If Landlord fails to enforce any clauses in this lease, Landlord may enforce theses clauses at a later time without prejudice.

40. SURVIVAL

If the courts find any clauses that are illegal or unenforceable, all other clauses will not be affected.

41. CHANGING TERMS AND CONDITIONS OF LEASE

a) Landlord must give Tenant at least **60 days** notice before the lease ends if any terms and conditions are changed. Tenant has 10 **days** from the date of receiving the notice to decide to accept or not accept the changes.

b) If Tenant does not give the required notice within the **10 day** period, the lease renews under the new terms and conditions given by the Landlord.

42. RENEWING LEASE

a) This lease automatically renews on a yearly basis if not terminated or changed by either party.

b) Landlord and Tenant must give each other at least sixty (60) days notice before the end of the lease if either one does not want the lease to automatically renew.

43. NOTICE TO END LEASE EXCEPT IN THE EVENT OF A DEFAULT OR BREACH OF THIS LEASE BY TENANT

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a) Tenant or Landlord may only end lease at the end of the lease term. Tenant and Landlord agree to give the other **60 days** written notice before the lease ending date.

b) If Tenant is on a month-to-month lease, Tenant or Landlord must give each other sixty (60) days written notice.

c) If Tenant or Landlord notifies the other after the first of the month, notice does not take effect until the first day of the next month.

44. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)

IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO WAIVE NOTICE TO QUIT. THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN ORDER EVICTING EACH TENANT FROM THE PREMISES WITHOUT GIVING EACH TENANT NOTICE TO QUIT FIRST. LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION). THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION. THE LANDLORD DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS WAIVING NOTICE TO QUIT, EACH TENANT WILL HAVE A CHANCE IN COURT TO CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.

45. TENANT BREAKS LEASE

a) Tenant loses the benefits provided in this lease if:

- **i.** Tenant does not pay rent or other charges when due;
- **ii.** Tenant vacates or abandons the leased property before the end of the lease without written notice to the Landlord;
- **iii.** Tenant does not fulfill all the terms and conditions of this lease;
- **iv.** If Tenant does not vacate at the end of the lease period, Tenant will pay Landlord a fee of **$100.00** per day.
- **v.** Tenant or Tenant's guests damage the leased property or common area and do not promptly pay for repair of such damage.

46. LANDLORD'S RIGHTS IF TENANT BREAKS LEASE

a) If Tenant fails to fulfill all of the terms and conditions of this lease agreement, Landlord has the right to:

- **i)** End this lease agreement;
- **ii)** Commence legal proceedings to recover possession of the leased property and all amounts due under the lease agreement including Landlord's reasonable attorney's fees and court costs;
- **iii)** Start eviction action without an attorney. Tenant agrees to pay Landlord the sum of **$750**
- **iv)** Go to court to recover rent and other charges due until the end of this lease even if this lease has not ended.

b) Tenant acknowledges that if Landlord obtains a court judgment, Landlord can initiate legal proceedings to levy and sell tenant's personal property, motor vehicles, and attach cash bank accounts, and wages to satisfy the judgment.

47. WHAT TENANT OWES LANDLORD IF TENANT BREAKS LEASE

If lease is broken by Tenant, the Tenant owes to Landlord:

a) All rent and other charges allowed by this lease;

b) All legal fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storing cost, and other expenses incurred by Landlord;

The cost of repairing and replacing any damage to the leased property caused by the Tenant or Tenant's guests. Any cost that Landlord suffers as a result of Tenant breaking lease.

48. SECURITY DEPOSITS.

a) If Tenant breaks this lease in any way, the security deposit is not refundable.

b) If Tenant provides Landlord in writing with a forwarding mailing address, Landlord will provide Tenant within 30 days with a list of any amounts due that are being deducted from the security deposit in accordance with the Pennsylvania Landlord and Tenant Act.

c) Landlord will apply the security deposit money in the following order:

1. Additional Rent Charges
2. Tenant-owed Utility Bills
5. Past Due Rent
6. Current Rent

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3. Legal and Court Costs
4. Other Fees Not Paid
7. Repair of damages to Leased Property
8. Removal of Tenant's property

d) Tenant cannot use the security deposit as payment for any month's rent including the last month's rent.

49. RETURN OF SECURITY DEPOSIT

The return of Tenant's security deposit is subject to the following conditions:

a) Full term of lease has ended;
b) Landlord has received a written forwarding address of tenant before moving;
c) All rent paid in full;
d) All keys and other items that Landlord provided are returned;
e) No damage to the property has occurred beyond normal wear and tear;
f) All personal property has been removed;
g) **The entire leased property has been professionally cleaned, including all appliances; the receipt must be provided to the Landlord.**
h) Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile, or wood, have been repaired according to standard practices;
i) No unpaid late charges or rent remains due;
j) All utility bills are paid in full and written proof given to Landlord;
k) Light fixtures have been cleaned and bulbs replaced where needed;
l) All carpets have been professionally cleaned and written proof given to Landlord.
m) Returns the property in the same condition as it existed at the commencement date of Lease, reasonable wear and tear excepted.

If any of the above conditions are not satisfied, Landlord may use the security deposit to satisfy such condition. Security deposit will be mailed to a one address by certified mail. If you wish it mailed to more than one address a $4 fee will be applied for each mail address.

50. INSPECTION BY TENANT

Tenant hereby agrees that tenant has thoroughly inspected the premises and has personally determined that they are appropriate for Tenant's needs

51. PHONE

Tenant may install additional phone lines and jacks; at his/her expense after written permission is granted from Landlord. If additional phones and jacks are installed, Tenant is responsible for all internal phone wiring and agrees to carry the 'Wire Maintenance Plan' offered by the phone company.

52. CABLE

Tenant may install additional cable lines for television and internet access, at his/her expense, after written permission is granted from Landlord. Tenant is responsible for all internal cable.

53. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT

a) Tenant agrees to abide by all condo rules or homeowner association rules and will be responsible for any fines or fees incurred by Tenants or Tenants Guests.
b) All utilities have to be transferred under Tenant's name on or before _____ If this is not done in a timely fashion, it will affect your monthly rental fee.
c) Phone numbers for Utilities Companies are:
Gas / PGW – 215- 235- 2050 Electricity / PECO – 1-800-494-4000
Water / Water Revenue Bureau – 215-686-6880
d) Basement are for TV and Recreation room use only, not to be used as a Bedroom or to be converted to sleeping quarters. Any object stored in basement should be placed at least two inches above floor to prevent possible water damage. Landlord is not responsible for water damage, cause from any source, to personal property stored in basement or any crawl space.
e) Landlord is not responsible for food spoilage costs in event of refrigerator or electrical power failure
f) It is tenant's responsibility to be present to admit service, maintenance, or delivery persons.
g) If leased property is ready for move-in and Tenant cancels moving in, Landlord may keep all money paid by Tenant in advance.
h) Waterbeds are not allowed unless Landlord agrees in writing.

54. FORECLOSURE

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If property owner defaults on any mortgage payment associated with the property and if property goes to sheriff sale and /or foreclosure proceedings, agent is not held liable or responsible for any loss and /or inconvenience. The agent will not pay for any/ or all expenses that might arise from this action. Tenants are responsible to pay rent as long as they remain in the property until the time they vacate the premises regardless of what proceedings are currently taking place.

55. RECEIPT OF RENTAL SUITABILITY AND PARTNERS FOR GOOD HOUSING PAMPHLET

The landlord affirms that:

a) Unit has working smoke detectors and carbon monoxide
b) The operating systems and the property do not have health and safety defects
c) The landlord will continue to maintain the operating systems and condition of the property throughout the tenancy

By signing below, I, the above-mentioned tenant(s) acknowledge that I have received a copy of the certificate of rental suitability and the pamphlet for Partners for Good Housing which can be also obtained at http://www.phila.gov/Residents/pdfs/GoodHousing.pdf

_____ Tenant Initials

TENANT AGREES LANDLORD GAVE TENANT ADEQUATE TIME TO REVIEW THIS LEASE. IF TENANT DOES NOT UNDERSTAND THE LEASE TERMS, TENANT SHOULD SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS.
THIS LEASE WITH ANY ADDED CLAUSES OR RULES IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT AND THERE ARE NO OTHER ORAL OR WRITTEN AGREEMENTS THAT ARE PART OF THIS LEASE.

_____ _____
Tenant Date

_____ _____
Tenant Date

_____ _____
Tenant Date

LANDLORD/AGENT_____

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LEAD-BASED PAINT CLAUSE

"EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESSEE THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASE PAINT HAZARDS. A COMPREHENSIVE LEAD INSPECTION OR RISK ASSESSMENT FOR POSSIBLE PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE."

Within ten (10) days from the final signing of this lease, the tenant can pay for or a comprehensive lead inspection and risk assessment of the rental property by a certified lead inspector. If the inspection discloses that lead-based paint or lead-based paint hazards exist in the rental property, the tenant has two (2) business days after receiving the report to end this lease and get back all rent and security deposits paid to the landlord. If the tenant does not get an inspection within the permitted ten (10) days or does not end this lease within two (2) days after getting the report, the tenant gives up the right to get an inspection or end this lease.

ONYX Real Estate LLC

_____
Tenant Date

_____
Tenant Date

_____
Tenant Date

_____
Landlord/Agent Date

Initials: Tenant _____ Tenant _____ Tenant _____ Landlord/Agent _____

INFORMATION REGARDING MOLD AND INDOOR AIR QUALITY

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

ONYX Real Estate LLC

_____

Tenant Date

_____

Tenant Date

_____

Tenant Date

_____

Landlord/Agent Date

Initials: Tenant _____ Tenant _____ Tenant _____ Landlord/Agent _____

RENTER'S INSURANCE ADDENDUM

. ("Landlord/Agent" as defined in the Lease), advises all Residents to obtain renter's insurance for their personal property, personal injuries occurring in their apartment, and/or other damages that may occur. Accordingly, to the terms of the Lease, Manager is in no way responsible for damage to Residents' personal property, and Manager's insurance does not cover the personal property and belongings of Residents.

Renter's insurance provides you with coverage for loss, damage, or destruction of your property. It also provides coverage for additional living expenses you may incur if the apartment becomes uninhabitable. Such insurance can also protect you from liability claims resulting from your own activities. For example, if your negligence causes a fire, you may be held responsible for the damage of the property of others, including Manager's property. Similarly, if a guest were to have an accident in your apartment, you could be personally responsible for guest's injuries. Manager strongly encourages all Residents to purchase this inexpensive form of protection. Consult with an insurance agent to review your personal needs.

Name/Address_____

_____
Tenant Date

_____
Tenant Date

_____
Tenant Date

_____
Landlord/Agent Date

ONYX Real Estate LLC

MOVE OUT INFORMATION

To avoid losing a portion of your security deposit, it is important to provide notice no less than 60 days prior to the end of your lease. It is counted from the 1st day of the next month, not mid-month.

You will be requested to complete a pre-move out inspection. The purpose of this inspection is to determine what needs to be done, if anything, to receive your full security deposit back. Also, the property manager will use this opportunity to check if the property is in suitable condition to start advertising your unit for future tenants. The property manager will instruct you that 24-hour notice will be provided prior to each showing and may install a lock box at the unit for your convenience.

It is our intention to return your entire security deposit in a timely manner pending a completed move out inspection. The return of the security deposit will be mailed within 30 days after the move out inspection or when all keys are returned. If you will not return the keys in person, they must be mailed to our office via certified mail. The deposit will arrive with an itemized list of incomplete cleaning or damages to the premises with estimated costs for each, if needed. It is important to provide your forwarding address prior to your move out inspection so ensure your deposit is received.

The following checklist and charges list will be used to make sure the home is in proper condition at the time of your move out. This inspection will be compared to the move in inspection conducted at the time of your move in to determine your security deposit refund. We have recently instated an electronic move in inspection that is completed and can be signed on an iPad for your convenience. It is your property manager's final responsibility to determine the difference between "normal wear and tear" and damage, abuse or neglect. ALL repairs or cleaning, above "normal wear and tear" that are necessary to return the premises to the same condition at the time of the move in inspection are the responsibility of the tenant. The cost of these repairs or cleaning will be deducted from your security deposit or charged to you if needed. Please note that Landlord will seek collection of any remaining balance.

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To avoid any monies being deducted from your security deposit, please make sure the following items are resolved and completed:

1. Your security deposit may **NOT** be used towards your rent.
2. All rent and other account fees MUST be paid in full. Unpaid balances are deduced from the security deposit. You will be requested to provide a receipt for fully paid utility bills as well.
3. The property should be thoroughly cleaned, including the inside of all cabinets and appliances (i.e. Refrigerator, stove, oven and microwave.) **ALL** appliances must be clean and plugged in, running at normal settings.
    a. ALL carpeting must be vacuumed and professionally shampooed with a receipt of a completed job. **It is important that this work be done by a third party and a receipt must be submitted.**
4. All trash must be removed from the property and its surroundings. If trash is left outside of the property prior to trash pick-up day (more than 1 day), the tenant will be responsible for any fines/violations/trash removal fees that may occur. You must make your final trash pick-up arrangements. **If all trash is not removed from the property, you will be charged a trash clean up fee** (see move out charges.)
5. Landlord will only charge tenants for excessive repairs. No more than 4 nail holes per room will be considered "normal wear and tear." Any large holes or otherwise damage to the walls in access of 4 nail holes will require paint and spackle with exact matching paint in a professional manner. If you are not capable of completing the work in a professional manner, DO NOT attempt to do the work yourself or you may be charged to have it fixed by a professional. Please contact your property manager to obtain paint colors.
6. **ALL** sets of keys must be returned to your property manager at the time of the move out inspection. You will be charged a daily rate of your monthly rent until the keys are returned.
7. **Do not turn off any utilities without first notifying Landlord. This is especially necessary in the winter months. You are responsible for the utilities until the end of your lease, even if you vacate before the last day.**

Note: Landlord will send security deposit to only one address of tenants' preference.

Please contact us before your final move out if you have any questions.

ONYX Real Estate LLC

Initials: Tenant _____ Tenant _____ Tenant _____ Landlord/Agent _____

Wear and Tear vs. Damage (Ver. 2-28-2010)

WEAR AND TEAR	DAMAGE
Keys worn out	Keys lost
Door lock loose or stubborn	Door damaged from forced entry
Carpeting worn and dirty	Carpeting stained, burned, or torn
Carpet seam unglued	Carpet oil or rust stains
Wood floors scuffed	Wood floors badly scratched or gouged
Linoleum worn thin	Linoleum torn or with holes
Cabinet doors warped	Cabinets broken or missing
Countertop worn	Countertop burnt or cut
Ceiling stained from rain or bad plumbing	Ceiling stained by tub/toilet overflow
Plaster cracks from settling	Damaged wall resulting from carelessness of the tenant or large holes caused by removal of shelving or pictures, carelessness of the tenant or large holes caused by removal of shelving or pictures
Paint chipped, cracked, or faded	Unapproved tenant painting of interior or exterior, writing on walls with permanent markers
Wallpaper loose	Wallpaper damaged, torn, or ripped
Drapery rod loose	Drapery rod broken or missing
Curtains and drapes faded	Curtains and drapes torn or missing
Blinds blistered by heat	Blinds with bent slats
Window or door screens dirty	Window or door screens missing or torn
Window sticking	Window broken
Faucet handle loose or inoperable	Faucet handle missing or broken
Toilet wobbles or runs	Toilet seat or tank cover missing or broken
Unit needs normal cleaning	Odor throughout unit
Closet door off track	Closet door damaged or missing

ONYX Real Estate LLC

CONSUMER NOTICE

THIS IS NOT A CONTRACT

Pennsylvania law requires real estate brokers and salespersons (licensees) to advise consumers who are seeking to sell or purchase residential or commercial real estate or tenants who are seeking to lease residential or commercial real estate where the licensee is working on behalf of the tenant of the business relationships permitted by the real estate licensing and registration act. **This notice must be provided to the consumer at the first contact where a substantive discussion about real estate occurs unless an oral disclosure has been previously provided. if the oral disclosure was provided, this notice must be provided at the first meeting or the first time a property is shown to the consumer by the broker or salesperson**.

Before you disclose any information to a licensee, be advised that unless you select an agency relationship the licensee is NOT REPRESENTING YOU. A business relationship of any kind will NOT be presumed but must be established between the consumer and the licensee.

Any licensee who provides you with real estate services owes you the following duties:

- Exercise reasonable professional skill and care which meets the practice standards required by the Act.
- Deal honestly and in good faith.
- Present, in a reasonably practicable period of time, all offers, counteroffers, notices, and communications to and from the parties in writing. The duty to present written offers and counteroffers may be waived if the waiver is in writing.
- Comply with Real Estate Seller Disclosure Act.
- Account for escrow and deposit funds.
- Disclose all conflicts of interest in a reasonably practicable period of time.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.

A licensee may have the following business relationships with the consumer:

Seller Agency:

Seller agency is a relationship where the licensee, upon entering into a written agreement, works only for a seller/ landlord. Seller's agents owe the additional duties of:

- *Loyalty* to the seller/landlord by acting in the seller's/landlord's best interest.
- *Confidentiality*, except that a licensee has a duty to reveal known material defects about the property.
- Making a *continuous and good faith effort* to find a buyer for the property, except while the property is subject to an existing agreement.
- Disclosure to other parties in the transaction that the licensee has been engaged as a seller's agent.

A seller's agent may compensate other brokers as *subagents* if the seller/landlord agrees in writing. Subagents have the same duties and obligations as the seller's agent. Seller's agents may also compensate buyer's agents and transaction licensees who do not have the same duties and obligations as seller's agents.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under seller agency. The exception is designated agency. See the designated agency section in this notice for more information.

Buyer Agency:

Buyer agency is a relationship where the licensee, upon entering into a written agreement, works only for the buyer/tenant. Buyer's agents owe the additional duties of:

- *Loyalty* to the buyer/tenant by acting in the buyer's/tenant's best interest.
- *Confidentiality*, except that a licensee is required to disclose known material defects about the property.
- Making a *continuous and good faith effort* to find a property for the buyer/tenant, except while the buyer/tenant is subject to an existing contract.
- Disclosure to other parties in the transaction that the licensee has been engaged as a buyer's agent.

A buyer's agent may be paid fees, which may include a percentage of the purchase price, and, even if paid by the seller/landlord, will represent the interests of the buyer/tenant.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under buyer agency. The exception is designated agency. See the designated agency section in this notice for more information.

Dual Agency:

Dual agency is a relationship where the licensee acts as the agent for both the seller/landlord and the buyer/tenant in the same transaction with the written consent of all parties. Dual agents owe the additional duties of:

- Taking no action that is *adverse or detrimental* to either party's interest in the transaction.

Onyx Real Estate LLC

Initials: Tenant _____ Tenant _____ Tenant _____ Landlord/Agent _____

- Unless otherwise agree to in writing, making a *continuous and good faith* effort to find a buyer for the property and a property for the buyer, unless either are subject to an existing contract.
- *Confidentiality*, except that a licensee is required to disclose known material defects about the property.

Designated Agency:

In designated agency, the employing broker may, with your consent, designate one or more licensees from the real estate company to represent you. Other licensees in the company may represent another party and shall not be provided with any confidential information. The designated agent(s) shall have the duties as listed above under seller agency and buyer agency.

In designated agency, the employing broker will be a dual agent and have the additional duties of:
- Taking reasonable care to protect any confidential information disclosed to the licensee.
- Taking responsibility to direct and supervise the business activities of the licensees who represent the seller and buyer while taking no action that is adverse or detrimental to either party's interest in the transaction.

The designation may take place at the time that the parties enter into a written agreement, but may occur at a later time. Regardless of when the designation takes place, the employing broker is responsible for ensuring that confidential information is not disclosed.

Transaction Licensee:

A transaction licensee is a broker or salesperson who provides communication or document preparation services or performs other acts for which a license is required **WITHOUT being the agent or advocate** for either the seller/landlord or the buyer/tenant. Upon signing a written agreement or disclosure statement, a transaction licensee has the additional duty of limited confidentiality in that the following information may not be disclosed:
- The seller/landlord will accept a price less than the asking/listing price.
- The buyer/tenant will pay a price greater than the price submitted in a written offer.
- The seller/landlord or buyer/tenant will agree to financing terms other than those offered.

Other information deemed confidential by the consumer shall not be provided to the transaction licensee.

OTHER INFORMATION ABOUT REAL ESTATE TRANSACTIONS

The following are negotiable and shall be addressed in an agreement/disclosure statement with the licensee:
- The duration of the employment, listing agreement or contract.
- The fees or commissions.
- The scope of the activities or practices.
- The broker's cooperation with other brokers, including the sharing of fees.

Any sales agreement must contain the zoning classification of a property except in cases where the property is zoned solely or primarily to permit single family dwellings.

Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____

_____ Print (Consumer)	_____ Print (Consumer)
_____ Signed (Consumer)	_____ Signed (Consumer)
_____ Address (Optional)	_____ Address (Optional)
_____ Phone Number (Optional)	_____ Phone Number (Optional)

I certify that I have provided this document to the above consumer.

Date: _____

_____ Print (Licensee)

_____ Signed (Licensee)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

ONYX Real Estate LLC

Services and Repair Pricing List

Below is a list of itemized charges for common repairs beyond "normal wear and tear". Please note that these charges are averages and on occasion, can be more or less. Replacement charges include parts and labor unless otherwise stated.

Cleaning	
Clean refrigerator	$35
Clean stove top	$25
Clean oven	$40
Clean range hood	$20
Clean kitchen cabinets	$50
Clean kitchen sinks	$20
Clean kitchen countertops	$20
Replace drip pans	$7 each
Clean tub/shower	$25
Clean toilet and sink	$25
Clean bathroom cabinets	$15
Clean ceiling fans (blades/lights)	$15
Clean blinds (each)	$15
Vacuum entire unit	$50
Clean oily parking space	$30
Clean washer/dryer	$25
Extensive cleaning	$75 / hr
Clean fireplace insert	$20
Flooring	
Remove carpet stains	$80
Clean carpeting	$40 / room
Deodorize carpet (pets)	$50 / room
Repair carpet	$75
Replace carpet	$7 / yard
Clean kitchen floor	$35
Clean bathroom floor	$25
Repair hardwood floor	$40 / board
Refinish hardwood floor	$1.50-2 / sqft
Repair linoleum	$50
Replace linoleum	EST.
Repair floor tile	$50 / tile
Replace floor tile	EST.
Plumbing	
Replace faucet	$50
Replace faucet handle	$25
Replace shower head	$25
Replace toilet tank lid	$50
Replace toilet	$175
Replace garbage disposal	$110
Clear drain stoppage	$150
Repair vanity drawer/door	$35
Replace vanity	$250

Walls	
Remove mildew	$15
Cover crayon marks	$35
Repair small nail hole	$10
Repair hole in wall	$45
Remove wallpaper	$150 / room
Repaint (per wall/ceiling)	$25
Doors	
Repair hole in hollow-core	$50
Repair sliding door screen	$45
Rescreen sliding door screen	$25
Electrical	
Replace light bulb/battery	$3 each
Replace light fixture globe	$15
Replace light fixture	$50
Replace electrical outlet/switch	$10
Replace electrical cover plate	$3
Windows & Window Coverings	
Replace window pane	$250-$400
Replace blind	$75
Replace window shade (roll)	$20
Replace drapery rod	$25
Rescreen window screen	$25
Replace window screen	$35
Locks	
Replace cylindrical doorlock	$50
Replace deadbolt lock	$50
Not returned key	$15 / key
Miscellaneous	
Cut grass	$55
Replace air filter	$40
Replace stove/oven knob	$10
Repair countertop	$125
Replace bathroom mirror	$75
Replace medicine cabinet	$75
Replace/install towel bar	$25
Replace/install toilet paper holder	$25
Replace shower curtain rod	$20
Replace thermostat	$75
Replace hood vent	$65
Replace garage opener	$60
Repair forced door damage	$7
Truckload to dump area	$300 / load
Remove junk/debris	$100
Labor charge (if applicable)	$75 / hr

ONYX Real Estate LLC

Initials: Tenant _____ Tenant _____ Tenant _____ Landlord/Agent _____

ROOMMATE AGREEMENT - ADDENDUM TO RENTAL AGREEMENT

This agreement amends, is incorporated into, and forms a part of the Rental Agreement dated _____ between _____ (Tenants) and Landlord. By signing below, each tenant becomes fully responsible for all terms and conditions of said lease, including, but not limited to the below:

1. **Roommate Approval:** Every person who wishes to become a roommate under this agreement must fill out an application and meet the requirements and approval of the landlord before move-in. Failure to obtain prior permission for additional roommates will result in a breach of the Rental Agreement.
2. **Security Deposit:** The security deposit is for the tenancy as a whole and will be refunded only when all roommates who are a part of this tenancy vacate and turn the premises over to the landlord/agent. If a roommate is moving out, it is their responsibility to obtain their portion of the security deposit directly from the new, incoming roommate or wait until the premises are completely vacated by the remaining roommates.
3. **Financial Responsibility:** Roommates are jointly and individually responsible for the entire amount of the rent. This means that if one roommate doesn't pay his/her portion of the rent, it is still due and payable in its entirety from the other roommates.
4. **Departing/New Roommate:** Roommates who move out while this Rental Agreement is in effect continue to have financial responsibility under this Rental Agreement unless landlord/agent releases them from this responsibility in writing or unless they are replaced by substituted roommate(s) approved by landlord/agent. Any new roommate becomes responsible for any rent currently owed or which will be owed. He/she is also responsible for any damage to the premises, both existing or in the future and any misuse of the premises, both existing or in the future. It is the sole responsibility of the new roommate to check for damages and receive an accurate accounting of the rent before he or she moves in.
5. **Guests:** Roommates are equally responsible of each other's guests and any damage or misuse caused by the other roommates and/or their guests.
6. **Communication:** Whenever the landlord/agent gives a notice to one roommate, it shall be considered as having been communicated to all roommates. Whenever one roommate gives a notice to the landlord/agent, it shall be considered as having been communicated from all roommates.

ONYX Real Estate LLC

_____
Tenant Date

_____
Tenant Date

_____
Tenant Date

_____
Tenant Date

_____
Landlord/Agent Date

Initials: Tenant _____ Tenant _____ Tenant _____ Landlord/Agent _____

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

Original Real Estate LLC

Initials: Tenant _____ Tenant _____ Tenant _____ Landlord/Agent _____