

# PENNSYLVANIA STANDARD LEASE AGREEMENT

I. THE PARTIES. This Pennsylvania Standard Residential Lease Agreement ("Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between:

Landlord: \_\_\_\_\_ with a mailing address of \_\_\_\_\_ ("Landlord"), AND

Tenant(s): \_\_\_\_\_ ("Tenant").

The Landlord and Tenant are referred to individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and agreements set forth herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be classified as a fixed lease. The Tenant is permitted to occupy the Premises beginning on \_\_\_\_\_ and concluding on \_\_\_\_\_ ("Lease Term"). Upon the Lease Term's conclusion and in the absence of a renewal, the Tenant: (select one)

- ☐ - May continue to lease the Premises under the same terms of this Agreement on a month-to-month basis.
- ☐ - Must vacate the Premises.

III. OCCUPANT(S). The Premises is designated strictly for residential use by the following individuals in addition to the Tenant: (select one)

- ☐ - \_\_\_\_\_ ("Occupant(s)")
- ☐ - There are no Occupant(s).

IV. THE PROPERTY. The Landlord agrees to lease the property described below to the Tenant: (provide property details)

- a.) Mailing Address: \_\_\_\_\_
- b.) Residence Type: ☐ Apartment ☐ House ☐ Condo ☐ Other: \_\_\_\_\_
- c.) Bedroom(s): \_\_\_\_\_
- d.) Bathroom(s): \_\_\_\_\_

The property mentioned above shall be exclusively leased to the Tenant ("Premises").

V. PURPOSE. The Tenant and Occupant(s) may utilize the Premises solely for: (select one)

- ☐ - A residential dwelling only.

☐ - A residential property and: \_\_\_\_\_

VI. FURNISHINGS. The Premises is: (please check one)

☐ - To be equipped with the following items: \_\_\_\_\_ ☐ - Not furnished.

VII. APPLIANCES. The Landlord shall: (please check one)

☐ - Supply the following appliances: \_\_\_\_\_ ☐ - Not provide any appliances.

VIII. RENT. The Tenant agrees to pay the Landlord, in equal monthly installments, \$\_\_\_\_\_ ("Rent"). The Rent is due on the \_\_\_\_\_ of each month ("Due Date") and should be paid according to the following instructions:

\_\_\_\_\_

IX. NON-SUFFICIENT FUNDS (NSF CHECKS). If the Tenant submits the Rent with a check that is returned due to insufficient funds (NSF): (please check one)

☐ - A fee of \$\_\_\_\_\_ will be charged per incident. ☐ - No fee will be applied.

X. LATE FEE. If Rent is not received by the Due Date: (please check one)

☐ - A penalty of \$\_\_\_\_\_ will be due as ☐ One (1) Time Payment ☐ Every Day Rent is Late. Rent is deemed late if not paid within \_\_\_\_\_ day(s) after the Due Date.

☐ - There will be No Late Fee applied if Rent is overdue.

XI. FIRST (1ST) MONTH'S RENT. The Tenant is obligated to pay the first (1st) month's rent: (please check one)

☐ - Upon signing this Agreement. ☐ - On the first (1st) day of the Lease Term.

XII. PRE-PAYMENT. The Tenant shall: (please check one)

☐ - Pre-Pay Rent in the amount of \$\_\_\_\_\_ for the period starting on \_\_\_\_\_ and concluding on \_\_\_\_\_. The Pre-Payment of Rent is due upon signing this Agreement.

- ☐ - No requirement to Pre-Pay Rent.

XIII. PRORATION PERIOD. The Tenant: (please check one)

- ☐ - Will take possession of the Premises prior to the Lease Term starting on \_\_\_\_\_ and agrees to pay \$\_\_\_\_\_ for the prorated period. The prorated rate is determined by calculating the monthly Rent on a daily basis and will be paid by the Tenant upon signing this Agreement.
- ☐ - Will not take possession of the Premises before the Lease Term.

XIV. SECURITY DEPOSIT. As part of this Agreement: (please check one)

- ☐ - The Landlord requires a Security Deposit of \$\_\_\_\_\_ ("Security Deposit") to ensure the Tenant's compliance with the terms and conditions of this Agreement. This Security Deposit shall not exceed an amount equivalent to two (2) months' Rent. The Tenant must pay the Security Deposit upon signing this Agreement. It will be returned to the Tenant within \_\_\_\_\_ days after the Lease Term ends, minus any itemized deductions. The Security Deposit shall not be applied towards any Rent unless the Landlord provides written consent.
- ☐ - The Landlord does not require a Security Deposit as part of this Agreement.

XV. MOVE-IN INSPECTION. Before, at the time of the Tenant taking possession, or shortly thereafter, the Landlord and Tenant: (please check one)

- ☐ - Agree to inspect the Premises and document any existing damages or necessary repairs on a move-in checklist.
- ☐ - Will not inspect the Premises or create a move-in checklist.

XVI. PARKING. The Landlord: (please check one)

- ☐ - Will provide \_\_\_\_\_ parking space(s) to the Tenant for a fee of \$\_\_\_\_\_, to be paid ☐ at the signing of this Agreement ☐ on a monthly basis in addition to the rent. The parking space(s) are described as:

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- ☐ - Will NOT provide parking.

XVII. SALE OF PROPERTY. In the event the Premises is sold, the Tenant will be informed of the new Owner. If there is a new Manager, their contact information for repairs and maintenance will be provided. If the Premises is transferred to another party, the new owner: (please check one)

- ☐ - Has the right to terminate this Agreement with \_\_\_\_\_ days' notice to the Tenant.

☐ - Does not possess the right to terminate this Agreement.

XVIII. UTILITIES. The Landlord will provide the following utilities and services to the Tenant:

\_\_\_\_\_  
Any additional utilities or services not specified will be the Tenant's responsibility.

XIX. EARLY TERMINATION. The Tenant: (please check one)

☐ - Shall have the right to terminate this Agreement at any time by giving at least \_\_\_\_ days' written notice to the Landlord, along with an early termination fee of \$\_\_\_\_\_ (US Dollars). The Tenant will continue to be responsible for rent payments during the notice period before termination.

☐ - Shall not possess the right to terminate this Agreement.

XX. SMOKING POLICY. Smoking on the Premises is: (please check one)

☐ - Allowed ONLY in the following areas: \_\_\_\_\_

☐ - Prohibited on the Premises and in Common Areas.

XXI. PETS. The Tenant: (please check one)

☐ - Shall have the right to keep \_\_\_\_\_ pet(s) on the Premises, consisting of \_\_\_\_\_ that do not exceed \_\_\_\_\_ pounds. The Landlord will charge a fee of \$\_\_\_\_\_ for the right to have pet(s) on the Premises, which is ☐ non-refundable ☐ refundable unless there are damages caused by the pet. The Tenant is liable for all damages caused by any pet, regardless of ownership, and agrees to restore the Premises to its original condition at their own expense.

☐ - Shall not have the right to keep pets on the Premises or in the common areas.

XXII. WATERBEDS. The Tenant: (please check one)

☐ - Shall have the right to use a waterbed on the Premises.

☐ - Shall not have the right to use a waterbed on the Premises.

XXIII. NOTICES. Any notices to be exchanged between the Landlord and the Tenant shall be sent to the following addresses:

Landlord's / Agent's Address: \_\_\_\_\_

Tenant's Mailing Address: (please check one)

☐ - The Premises.

☐ - Other. \_\_\_\_\_

#### XXIV. AGENT/MANAGER. (check one)

☐ - The Landlord has a manager on the Premises who can be contacted for any maintenance or repair at:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

☐ - The Landlord does not have a manager on the Premises, but the Landlord can be reached for any maintenance or repair at:

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

XXV. POSSESSION. The Tenant has inspected the condition of the Premises and by taking possession, acknowledges acceptance of the Premises in good order and its current state, unless otherwise stated herein. Should the Landlord fail to deliver possession of the Premises at the start of the Lease Term, the Tenant has the option to terminate this Agreement. Furthermore, if the Tenant decides to cancel this Agreement due to the Landlord's failure to deliver possession, any Security Deposit (if applicable) shall be refunded to the Tenant along with any pre-paid rent and fees, including any application fees paid prior to the execution of this Agreement.

XXVI. ACCESS. Once the Proration Period begins or at the start of the Lease Term, whichever comes first, the Landlord agrees to provide the Tenant with access through keys, fobs, cards, or any form of keyless security entry necessary for entering common areas and the Premises. Duplicate access devices may only be authorized with the Landlord's consent, and if replacements are needed, the Landlord may provide them for a fee. At the conclusion of this Agreement, all access devices provided to the Tenant must be returned to the Landlord, or a fee will be charged to the Tenant or deducted from the Security Deposit.

XXVII. SUBLETTING. The Tenant is prohibited from subletting the Premises without the Landlord's written consent. Consent for one subtenant does not grant permission for any subsequent subtenant.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises for a duration that meets the minimum set by State law or exceeds seven (7) days, whichever is shorter, the Landlord reserves the right to terminate this Agreement immediately and remove all belongings.

Tenant's belongings, including all personal property, must be removed from the Premises. If the Tenant vacates or abandons the Premises, the Landlord has the right to terminate this Agreement immediately.

XXIX. ASSIGNMENT. The Tenant is prohibited from assigning this Lease without the prior written consent of the Landlord. Approval for one assignment does not imply consent for any future assignments.

XXX. RIGHT OF ENTRY. The Landlord is entitled to enter the Premises during normal working hours, provided at least twenty-four (24) hours' notice is given, for purposes such as inspections, necessary repairs, alterations, improvements, or to provide agreed-upon services. The Landlord may also show the Premises to potential buyers, mortgagees, or lessees with reasonable notice.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant must maintain the Premises at their own cost, ensuring it remains clean and sanitary. Upon termination, the Tenant must return the Premises in the same condition as received, barring normal wear and tear. Any alterations to the leased premises require written consent from the Landlord. The Landlord is responsible for repairs to both the interior and exterior of the building. If the Premises includes appliances such as washers, dryers, freezers, dehumidifiers, or air conditioning units, the Landlord does not guarantee their repair or replacement if they malfunction. Fresh batteries will be installed in all battery-operated smoke detectors upon the Tenant's move-in, and it is then the Tenant's responsibility to replace them as needed. Monthly inspections may be required for fire extinguishers to ensure they remain fully charged.

XXXII. NOISE/WASTE. The Tenant agrees to refrain from causing waste on the Premises, creating a nuisance, or using the property unlawfully. The Tenant must also adhere to all local, county, and state noise ordinances.

XXXIII. GUESTS. Only the Tenant and any Occupant(s) are permitted to reside on the Premises. Guests may stay for periods not exceeding 48 hours unless written approval is granted by the Landlord.

XXXIV. COMPLIANCE WITH LAW. The Tenant agrees to promptly adhere to all current and future laws, ordinances, orders, rules, regulations, and requirements set forth by Federal, State, County, City, and Municipal governments or their departments, regarding the Premises or its use and occupancy. Compliance may be mandated for either the Tenant, the Landlord, or both.

XXXV. DEFAULT. Should the Tenant fail to comply with any financial or material terms of this Agreement, or any existing or future rules and regulations set by the Landlord, or materially neglect any duties imposed by statute or state law, the Landlord will provide written notice specifying the non-compliance and indicating the intention to take further action if necessary.

In the event that the Landlord needs to terminate the Agreement for any reason, they may proceed with the termination. Should the Tenant fail to pay rent on time and this default persists for the duration specified in the written notice, the Landlord has the option to declare the entire remaining balance of rent owed under this Agreement as immediately due. Additionally, the Landlord may exercise all legal rights and remedies available to them and may terminate this Agreement without delay.

The Tenant will be considered in default if:

- (a) Rent or other owed amounts are not paid;
- (b) The Tenant, their guests, or Occupant(s) breach this Agreement or violate any rules, fire, safety, health, or criminal laws, regardless of any arrest or conviction;
- (c) The Tenant abandons the Premises;
- (d) The Tenant provides false or incorrect information in the rental application;
- (e) The Tenant or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense that involves actual or potential physical harm to a person, or involves the possession, manufacture, or distribution of controlled substances, marijuana, or drug paraphernalia under state law;
- (f) Illegal drugs or paraphernalia are discovered in the Premises or on the Tenant, guests, or Occupant(s) while present in the Premises;
- (g) Any other circumstances permitted by law.

XXXVI. MULTIPLE TENANTS OR OCCUPANT(S). Each individual identified as a Tenant is jointly and individually accountable for all obligations under this Agreement, including but not limited to payment of rent. If any Tenant, guest, or Occupant(s) breaches this Agreement, all Tenants are deemed to have violated it. Notices and requests from the Landlord to the Tenant or any Occupant(s) of legal age shall be considered as notice to the Tenant. Correspondence from the Tenant or any Occupant(s) (including requests for repairs and permissions for entry) shall be regarded as notice from the Tenant. In eviction proceedings, the Tenant will be recognized as the agent of the Premises for the purpose of service of process.

XXXVII. DISPUTES. Should a dispute arise during or after the term of this Agreement between the Landlord and Tenant, both parties agree to engage in "good faith" negotiations before resorting to litigation.

XXXVIII. SEVERABILITY. If any provision of this Agreement or its application is deemed invalid or unenforceable for any reason, the remainder of this Agreement and the application of that provision to other individuals, entities, or circumstances shall remain unaffected and shall be enforced to the fullest extent permitted by law.

XXXIX. SURRENDER OF PREMISES. The Tenant is considered to have surrendered the Premises when:

- (a) The move-out date has passed and no one is residing in the Premises, based on the Landlord's reasonable judgment; or
- (b) The Tenant has returned access to the Premises to the Landlord, whichever occurs first. Upon expiration of the Agreement's term, the Tenant must return the Premises in equal or better condition than at the start of this Agreement, except for reasonable wear and tear and damages caused by natural elements.

XL. RETALIATION. The Landlord is prohibited from taking any retaliatory actions against the Tenant, including but not limited to limiting access to the Premises.

Reducing or terminating services or utilities, neglecting to repair appliances or fixtures, or any other action that could be viewed as unjustified.

XLII. WAIVER. A waiver by the Landlord regarding any breach of covenant or duty by the Tenant under this Agreement does not constitute a waiver for any other breach by the Tenant, nor does it apply to any future infringements of the same covenant or duty. No part of this Agreement will be deemed waived unless such waiver is explicitly stated in writing as a formal amendment to this Agreement and signed by both the Tenant and the Landlord.

XLIII. EQUAL HOUSING. The Landlord shall provide reasonable adjustments in rules, policies, practices, and services under this Agreement for Tenant(s) or Occupant(s) with a documented physical or mental "handicap" as defined in 42 U.S.C.A. § 3604-3607 ("Handicaps"), as long as these adjustments are financially and practically feasible for the Landlord. The Landlord may grant permission for Tenant(s) to make reasonable modifications to the Premises, at the Tenant(s) expense, to ensure that the Tenant(s) or any Occupant(s) with Handicaps can fully enjoy the Premises. Any Handicaps of the Tenant(s) or Occupant(s) should be disclosed and provided to the Landlord in writing, to facilitate the best approach for accommodating the Premises. The Landlord shall not discriminate against Tenant(s) with Handicaps during the Lease Term or during the rental application process. Additionally, the Landlord shall not discriminate against Tenant(s) on the basis of race, color, national origin, religion, sex, familial status, or any other legally protected status. Section 24-34-502(1), Colorado Revised Statutes, prohibits discrimination based on income sources and mandates that non-exempt landlords must accept any lawful and verifiable source of income paid directly, indirectly, or on behalf of a person, including income from lawful professions or occupations and rental payments from government or private assistance, grants, or loan programs.

XLIV. HAZARDOUS MATERIALS. The Tenant agrees not to keep any personal property that could be deemed a fire hazard, such as substances with flammable or explosive characteristics, on the Premises. Prohibited items, aside from those necessary for everyday cooking or appliance use, include but are not limited to compressed gas, gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other similar materials in liquid, solid, or gas form.

XLV. INDEMNIFICATION. The Landlord shall not be held liable for any damage or injury to the Tenant, other individuals, or any property occurring on the Premises or in common areas, and the Tenant agrees to indemnify the Landlord against any claims or damages, unless they are solely due to the Landlord's negligence. It is advisable for the Tenant to obtain renter's insurance at their own expense.

XLVI. COVENANTS. The covenants and conditions contained herein shall be applicable to and binding upon the heirs, legal representatives, and assigns of the parties involved, and all covenants will be interpreted as conditions of this Agreement.



XLVIII. GOVERNING LAW: The State of Colorado.

XLIX. ADDITIONAL TERMS AND CONDITIONS

XLVI. PREMISES DEEMED UNINHABITABLE: If the Premises is determined to be uninhabitable due to damage that is beyond reasonable repair, the Tenant may terminate this Agreement by providing written notice to the Landlord. If the damage was caused by the Tenant's negligence, the Tenant will be responsible for all repair costs and any loss of income incurred while restoring the Premises to a livable condition, along with any other losses that the Landlord can substantiate.

XLVII. LEAD PAINT: (Please check one)

☐ - The Premises was built prior to 1978, and there is an attached document titled 'Lead-Based Paint Disclosure' that must be initialed and signed by both the Landlord and Tenant.

- The Premises was not built prior to 1978. .

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

L. RADON DISCLOSURE: Refer to "Exhibit A."

LI. ENTIRE AGREEMENT: This Agreement encompasses all terms agreed upon by the parties regarding the subject matter, including any attachments or addendums. It supersedes all prior discussions, understandings, and oral agreements. Both the Landlord and Tenant accept the terms and conditions and will be bound until the conclusion of the Lease Term.

**Landlord's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Agent's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

## AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$\_\_\_\_\_

First (1st) Month's Rent: \$\_\_\_\_\_

Parking Fee: \$\_\_\_\_\_

Pet Fee(s): \$\_\_\_\_\_

Pre-Payment of Rent: \$\_\_\_\_\_

Proration Amount: \$\_\_\_\_\_

**Total Amount:** \$\_\_\_\_\_

## **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

### 1. Lead Warning Statement

Houses built before 1978 may contain lead-based paint. Lead found in paint, paint chips, and dust can create health risks if not properly addressed. This exposure is particularly dangerous for young children and pregnant women. Landlords must inform tenants of any known lead-based paint or lead hazards before renting pre-1978 properties. Additionally, tenants must receive a federally approved pamphlet on lead poisoning prevention.

### 2. Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (please check one below):

☐ - Known lead-based paint and/or lead-based paint hazards are present in the housing (please explain):

☐ - Landlord does not have knowledge of any lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (please check one below):

☐ - Landlord has supplied the tenant with all available records and reports related to lead-based paint and/or lead-based paint hazards in the housing (please list documents below).

☐ - Landlord has no reports or records related to lead-based paint and/or lead-based paint hazards in the housing.

### 3. Tenant's Acknowledgement

☐ - Tenant has received copies of all the information listed above.

☐ - Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

### 4. Broker's Acknowledgement

☐ - Broker has informed the tenant of their obligations under 42 USC 4852(d) and recognizes their responsibility to ensure compliance.

### 5. Certification of Accuracy

The parties below have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Landlord's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Tenant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Agent's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT A****RADON DISCLOSURE**

The Colorado Department of Public Health and Environment strongly urges all tenants to conduct an indoor radon test before renting residential property. If elevated radon levels are detected, it is recommended to have them addressed by a radon mitigation professional. Residential properties may expose occupants to harmful levels of indoor radon gas, increasing the risk of radon-induced lung cancer. Radon, classified as a Class A human carcinogen, is the leading cause of lung cancer among non-smokers and the second leading cause overall. Landlords must inform tenants of any known radon test results related to the residential property.

Both the Landlord and Tenant(s) acknowledge awareness of the above disclosures. The parties have reviewed the information and certify that, to the best of their knowledge, the details provided are true and correct.

In accordance with Section 38-12-803 of the Colorado Revised Statutes, the Landlord presents the following written disclosures and information regarding radon at the premises. The Tenant(s) acknowledges receipt of this disclosure by signing this document and the Agreement.

(a) The Landlord: (select one)

- possesses the following knowledge about radon levels at the premises, including whether radon tests have been performed, the latest records and reports related to radon levels, details of any radon detected or remediation undertaken, and information on radon mitigation systems:

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- has NO knowledge regarding radon levels at the premises.

(b) The Landlord has provided the Tenant(s) with a copy of the latest brochure published by the Department of Public Health and Environment, which offers guidance about radon in real estate transactions.

(c) WARNING STATEMENT:

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Landlord Signature

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Tenant Signature