

# RENTAL / LEASE AGREEMENT

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**LANDLORD:** James E. Mark

**TENANT:** Wanda Blatteau, 05-11-1953  
Michael Blatteau, 64 yrs old  
Mary Zackowski, 85 yrs old

**PROPERTY ADDRESS:** 166 Rosehill Ave 2<sup>nd</sup> Fl. West Grove, PA 19390

**RENTAL AMOUNT:** Commencing **March 14th, 2015**, The remaining of March rent will be **\$740.35**. Tenant agrees to pay Landlord the sum of **\$1350.00** per month in advance on the **1st day** of each calendar month. Said rental payment shall be mailed by Tenant to Landlord or his designated agent to the following location:

**568A East Baltimore Pike, Avondale PA 19311**

Rent must be received by Landlord, or designated agent, in order to be considered in compliance with the terms of this agreement.

**TERM:** The term of this lease is one year (February 29<sup>th</sup>, 2015) then reverts to **MONTH TO MONTH LEASE**.

**DEPOSITS:** Tenant shall pay the Landlord the following Deposits, which may or may not be refundable. To qualify as a Refundable Deposit, the premises must be left in the same condition (considering reasonable wear and tear), as when Tenant moved in.

**Security Deposit: \$1350 Which IS Refundable**

Said Deposits are to be held and disbursed for Tenant damages to the premises (if any) as provided by law. Tenant may NOT use All or Any Part of said deposits for rent owed. Within **30 days** of the Tenant vacating the premises, Landlord shall furnish Tenant a written statement indicating any amounts deducted, as permitted by law, and returning the balance to the Tenant. Tenant agrees that no interest whatsoever will accrue on said deposits. If Tenant fails to furnish a forwarding address to Landlord, then Landlord shall mail said statement and any deposit refunded, to the leased premises.

**INITIAL PAYMENT:** Tenant shall pay, in the form of guaranteed funds, and prior to occupancy the following:

<b>1st Month Rent</b>	<u>\$ 740.35</u>
<b>Pro-Rated Rent</b>	<u>\$0.00</u>
<b>Last Month Rent</b>	<u>\$ N/A</u>
<b>Security Deposit</b>	<u>\$ 1350.00</u>
<b>Total of all Money Due</b>	<u>\$ 2090.35</u>

**OCCUPANTS:** The premises shall not be occupied by any person other than those designated above as Tenant(s). If Landlord, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by **\$50.00** for each such person. Any person staying **30 days** cumulative or longer, without the Landlord's written consent, shall be considered as occupying the premises in violation of this agreement.

**SUBLETTING OR ASSIGNING:** Tenant agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from Landlord.

**UTILITIES:** Tenant shall pay for all utilities and/or services supplied to the premises.

RENTAL LEASE AGREEMENT

THIS AGREEMENT is made this 1st day of January, 1998

between the undersigned lessor, JAMES E. WALKER, JR., of the County of [ ] State of [ ], and the undersigned lessee, [ ] of the County of [ ] State of [ ]

WITNESSETH that the undersigned lessor, JAMES E. WALKER, JR., for and in consideration of the sum of [ ] Dollars to the undersigned lessee, [ ], the receipt of which is hereby acknowledged, have agreed that the lessee shall have the right to use and occupy the premises described in Article II hereof for the term and on the conditions hereinafter expressed.

ARTICLE I - PREMISES

1.1 The lessor hereby leases to the lessee, for the term hereinafter expressed, the premises described in Article II hereof, together with all fixtures and improvements thereon.

1.2 The lessor warrants that the premises are lawfully leased to the lessee and that the lessor has the right to lease the premises for the term hereinafter expressed.

1.3 The lessee shall use the premises for the purposes hereinafter expressed and shall not use the premises for any other purpose without the written consent of the lessor. The lessee shall not assign, sublease, or otherwise dispose of the premises or any part thereof without the written consent of the lessor.

1.4 The lessee shall maintain the premises in good and tenable order and condition at all times during the term hereof.

1.5 The lessee shall be responsible for all taxes, assessments, and charges levied or imposed on the premises during the term hereof. The lessee shall also be responsible for all utility charges, including but not limited to electricity, gas, water, and telephone, incurred by the lessee during the term hereof.

ARTICLE II - TERM

Term of Lease	12 Months
Commencement Date	1/1/98
Expiration Date	12/31/98
Security Deposit	\$1,000.00
Amount of Deposit	\$1,000.00

2.1 The term of this lease shall be for the period of twelve (12) months, commencing on the first day of January, 1998, and terminating on the last day of December, 1998. This lease shall be renewed for successive periods of twelve (12) months unless terminated in writing by either party at least sixty (60) days prior to the expiration of the term hereof.

2.2 The lessee shall be responsible for the payment of the security deposit herein provided. The security deposit shall be held by the lessor and shall not be returned to the lessee until the end of the term hereof, less any amounts due to the lessor for damages to the premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

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**CONDITION OF PREMISES:** Tenant acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. Tenant promises to keep the premises in a neat and sanitary condition and to immediately reimburse Landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to Tenants, or Tenants invitee, misuse or negligence. Tenant shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. Tenant shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item that normally causes blockage of the mechanism.

**ALTERATIONS:** Tenant shall not alter the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from Landlord. Tenant shall not change or install locks, paint or wallpaper said premises without Landlord's prior written consent. Tenant shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

**LATE CHARGE / BAD CHECKS:** If Landlord has not received any rent payment within **5 days** after rent becomes due pursuant to the provisions of this lease, Tenant shall pay to Landlord a late fee of **\$ 50.00** in addition to the monthly rent then due. This LATE FEE shall commence on the **6th** of the month. If rent is not paid when due and Landlord issues a (Notice To Pay Rent Or Quit), Tenant must tender cash or cashier's check only. If Tenant tenders a check, which is dishonored by a banking institution, Tenant shall only tender cash or cashier's check for all future payments. This shall continue until written consent to change method of payment is obtained from Landlord. In addition, Tenant shall be liable in the sum of **\$ 50.00** for each check issued by Tenant that is returned to Landlord, from Landlord's bank, not paid for any reason.

**NOISE AND DISRUPTIVE ACTIVITIES:** Tenant or their guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, Landlord or his agents or workmen, nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, Tenant shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited.

**LANDLORD RIGHT OF ENTRY:** Landlord may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to Tenant. Landlord is permitted to make all alterations, repairs and maintenance that in Landlord's judgment is necessary to perform. In addition, Landlord has all rights to enter pursuant to laws of the jurisdiction. If the work performed requires that Tenant temporarily vacate the unit, then Tenant shall vacate for this temporary period upon being served a notice by Landlord. Tenant agrees that in such event Tenant will be solely compensated by a corresponding reduction in rent for those many days that Tenant was temporarily displaced. If the work to be performed requires the cooperation of Tenant to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by Landlord.

**REPAIRS BY LANDLORD:** Where a repair is the responsibility of the Landlord, Tenant must notify Landlord with a phone call stating what item needs servicing or repair. Tenant must give Landlord a reasonable opportunity to service or repair said item. Under no circumstances may Tenant withhold rent unless said item constitutes a substantial breach of the warranty of habitability as stated in laws of the jurisdiction.

**PETS:** NO PETS (inside or outside).

**FURNISHINGS:** No liquid filled furniture of any kind may be kept on the premises without Landlord's written consent.

**TERMINATION OF LEASE / RENTAL AGREEMENT:** If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month-to-month tenancy upon the approval of Landlord. Where said term is a month-to-month tenancy, either party may terminate this tenancy by the serving of a 60-day written notice.

**POSSESSION:** If premises cannot be delivered to Tenant on the agreed date due to loss, total or partial destruction of the premises, or failure of previous tenant to vacate, either party may terminate this agreement upon written notice to



# RENTAL / LEASE AGREEMENT

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the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to Landlord will be immediately refunded to Tenant.

**ABANDONMENT:** It shall be deemed a reasonable belief by the Landlord that an abandonment of the premises has occurred where rent has been unpaid for 30 consecutive days and the Tenant has been absent from unit for 30 consecutive days. In that event, Landlord may serve written notice pursuant to the Civil Code of the jurisdiction. If Tenant does not comply with the requirements of said notice, the premises shall be deemed abandoned.

**WAIVER:** Landlord's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Landlord's rights with respect to that or any subsequent right. It is further agreed between the parties that the payment of rent at any time shall not be a waiver to any legal action, unless Landlord specifically acknowledges in writing that this constitutes a waiver to said legal action.

**VALIDITY / SEVERABILITY:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

**ATTORNEY FEES:** In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees.

**NOTICES:** All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the Tenant, at the subject premises or upon personal delivery to the premises, whether or not Tenant is actually present at the time of said delivery. All notices to the Landlord shall be served by mailing first class mail or by personal delivery to:

**568A East Baltimore Pike, Avondale, PA 19311.**

**PERSONAL PROPERTY OF TENANT:** Once Tenant vacates the premises, all personal property left by the tenant shall be stored by the Landlord for 30 days. If within that time period, Tenant does not claim said property, Landlord may dispose of said items in any manner Landlord chooses.

**APPLICATION:** All statements in Tenant's application must be true or this will constitute a material breach of this lease.

**MILITARY CLAUSE:** In the event the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. The damage/security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

## **ADDITIONAL TERMS:**

**Tenant will supply: electric, water & sewer, telephone service, dish/cable.**

**Landlord supplies: Lawn Maintenance, Snow Removal, Stove, Dishwasher & Refrigerator. (Trash is supplied by the borough)**

RENTAL LEASE AGREEMENT

The above premises are to be let to the tenant for the term hereinafter expressed on the following conditions...

RESPONSIBILITY: It shall be deemed a condition of this lease that the tenant shall be responsible for the payment of all rates and taxes...

ALTERATIONS: The tenant shall not make any alterations or additions to the premises without the written consent of the landlord...

ASSIGNMENT: This lease shall not be assigned or sublet by the tenant without the prior written consent of the landlord...

ATTORNEY FEES: In the event of any dispute arising out of this lease, the prevailing party shall recover its reasonable attorney's fees...

NOTICE: All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant at the address set forth in this lease...

3011 East Broadway Blvd, Knoxville, TN 37912

LEGAL PROPERTY OF THE LANDLORD: The tenant acknowledges that the premises are the legal property of the landlord and that the tenant is leasing the same from the landlord...

APPLICABLE LAW: All questions of law arising out of this lease shall be governed by the laws of the State of Tennessee...

ENTIRE AGREEMENT: This lease constitutes the entire agreement between the parties and supersedes all other agreements, oral or written, relating to the premises...

ADDITIONAL TERMS

Tenant will equip electric water heater, telephone, etc. as directed.

Landlord supplies heat, water, gas, sewer, trash, etc. as directed. (To be supplied by the tenant)

# RENTAL / LEASE AGREEMENT

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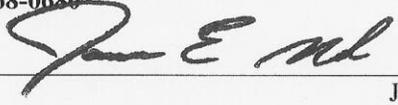
**ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. The Agreement may be modified or amended in writing, if the amendment is signed by both parties. Tenant acknowledges that Tenant has read and understood this agreement and has been furnished a duplicate original.

**LANDLORD: James E. Mark**

Address: **568A East Baltimore, Pike, Avondale, PA 19311**

Phone: **(O) 610-268-0680**

Signature: \_\_\_\_\_



Date \_\_\_\_\_

James E. Mark

For any emergencies, questions or concerns please contact: Kate M. Price (610) 368-5387 or Jim (610)357-0653

**TENANT: Wanda Blatteau**

Signature: \_\_\_\_\_



Dated \_\_\_\_\_



Phone: 570-236-6526

Email: \_\_\_\_\_

**TENANT: Michael Blatteau**

Signature: \_\_\_\_\_

Dated \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



RENTAL / LEASE AGREEMENT

**LANDLORD:** James E. Mark

Address: 568A East Baltimore, Pike, Avondale, PA 19311  
Phone: (O) 610-268-0680

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
James E. Mark

For any emergencies, questions or concerns please contact: Kate M. Price (610) 368-5387 or Jim (610)357-0653

**TENANT:** Wanda Blatteau

Signature: Wanda Blatteau Dated 2-6-2015

Phone: 570-236-6526 Email: \_\_\_\_\_

**TENANT:** Michael Blatteau

Signature: Michael Blatteau Dated 2/1/15

Phone: 570-236-6527 Email: \_\_\_\_\_

