

## Residential Lease

This Agreement is entered into between \_\_\_\_\_ (Tenant(s)) and **Seong-Chun Park** (Landlord). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

1. Premises located at **14 East Catawissa Street, Nesquehoning, PA 18240** (the premises) is the subject of this lease. Subject to the terms and conditions in this Agreement, Landlord rents to Tenant(s), and Tenant(s) rent from Landlord, for residential purposes only, the premises, together with the following furnishings and appliances: electric range and refrigerator. Rental of the premises also includes: shared use of backyard and parking space.

2. The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children: \_\_\_\_\_. **Any overnight stay by any guest for more than two (2) days within a week period, without getting Landlord's written consent after providing the guest's full name, address, and phone number, is prohibited and will be considered a breach of this Agreement.**

Tenants Initials \_\_\_\_\_

Occupancy by guests for more than seven days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

3. The term of the rental will start on **1/1/ 2024** and is **Month to Month**. If Tenant(s) vacate before the term ends, Tenant(s) will be liable for the balance of the rent for the remainder of the term.

4. Tenant will pay to Landlord a monthly rent of **\$900** payable in advance on the first day of each monthly term, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to **Seong-Chun Park** at 10 East Catawissa Street, Nesquehoning, PA 18240 or at such other place as Landlord may designate. **This monthly rent cannot be increased for one year without following the due process of termination of this lease and signing of a new lease.**

5. Rent may be paid by mail or in person to Landlord.

6. Landlord will accept payment in these forms: personal check, cashier's check, money order, or cash.

7. **If applicable, for the period from Tenant(s)'s move-in date through the starting date of this Agreement, Tenant(s) will pay to Landlord the prorated amount of the monthly rent of \$900.** This amount will be paid on or before the starting date of this Agreement.

8. If Tenant(s) fail to pay the rent in full before the end of the fifth(5) day after it is due, Tenant(s) will pay Landlord a late charge of \$5.00, plus \$1.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$30.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due. If any check offered by Tenant(s) to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant(s) will pay Landlord a returned check charge of \$30.00.

9. On signing this Agreement, Tenant(s) will pay to Landlord the sum of \$900 as a security deposit. Tenant(s) may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this agreement. Within ten (10) days after all Tenant(s) have vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant(s) an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

10. Tenant(s) will pay all utility charges including but not limited to electricity for lighting, cooking, and supplemental electric heating, except for the following, which will be paid by Landlord: Water, sewer, garbage, and hot water and oil heat up to 60 degrees during the winter months. But Tenant(s) will be responsible for any usage of water over the base rate set by Nesquehoning Borough Authority and all electric heaters should be authorized by Landlord in writing.

11. Tenant(s) will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

12. Except as provided by law or as authorized by the prior written consent of Landlord, Tenant(s) will not make any repairs or alterations to the premises.

13. Tenant(s) will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant(s) will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

14. Tenant(s) are entitled to quiet enjoyment of the premises. Tenant(s) and guests or invitees will not use the premises or adjacent areas in such a way as to:

- a. violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- b. commit waste (severe property damage); or
- c. create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

15. No animal, bird, or other pet will be kept on the premises, except service animals needed by blind, deaf, or disabled persons or explicitly authorized by Landlord and specified in the rental application incorporated into this agreement, under the following conditions: the premises should be kept clean almost as if they are not there and no other tenants complain about them.

16. Tenant(s) will keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant(s) took occupancy, except for ordinary wear and tear.

- a. Tenant(s) will immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant(s) becomes aware.
- b. Tenant(s) will reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant(s) or Tenant(s)'s guests or business invitees through misuse or neglect.
- c. Tenant(s) have examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the checklist.

17. Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord also may enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant(s)'s abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant(s) two days notice before entering.

18. Tenant(s) will notify Landlord in advance if Tenant(s) will be away from the premises for ten (10) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

19. Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are incorporated into this agreement by this reference.

20. If, after signing this agreement, Tenant(s) fails to take possession of the premises, Tenant(s) will still be responsible for paying rent and complying with all other terms of this agreement.

21. Tenant(s) acknowledge that Landlord has made the following disclosures regarding the premises:

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

Other disclosures: \_\_\_\_\_.

22. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

23. The failure of Tenant(s) or Tenant(s)'s guests or invitees to comply with any term of this agreement, or the misrepresentation of any material fact on Tenant(s)'s Rental Application, will be grounds for termination of the tenancy.

24. This document constitutes the entire agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant(s). Any modifications to this agreement must be in writing signed by Landlord and Tenant.

25. Additional Provisions

Additional provisions which are incorporated into this agreement are as follows:

APPENDIX A – BOROUGH OF NESQUEHONING  
REQUIRED ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

**Tenant(s) shall be responsible for the routine maintenance of the leased premises including the pathways and yard used by them for the following: snow removal, trash/garbage removal, lawn and garden care, and all minor repairs.**

26. Validity of Each Part

If any portion of this agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Signed on: \_\_\_\_\_

\_\_\_\_\_  
Landlord: Seong-Chun Park (484) 347-5112

Signed on: \_\_\_\_\_

\_\_\_\_\_  
Tenant:

Signed on: \_\_\_\_\_

\_\_\_\_\_  
Tenant:

\* As of 12/\_\_\_\_/2023, Landlord is holding the security deposit of \$900 for Tenants. \_\_\_\_\_

\* As of 12/\_\_\_\_/2023, Landlord received the first month rent of \$900 from Tenants. \_\_\_\_\_