



Note: This property is neither a Dormitory nor Boarding House

1. **BASIS OF AGREEMENT:** This agreement is made this \_\_ day of \_\_\_\_\_, 2018

Between \_\_\_\_\_ hereinafter called "Landlord," and

- 1.
- 2.
- 3.
- 4.

hereinafter called "Tenants." Landlord hereby rents to Tenants, subject to the following terms and conditions of this agreement, the premises and associated property located at: \_\_\_\_\_, Philadelphia PA 19121, beginning **8/10/19** and ending **7/24/20** at **11:59 PM EST**.

Payment	Payment Amount	Payment Due Date
Security Deposit		Upon Signing Lease
First Month's Rent		8/10/19
Last Month's Rent		Upon Signing Lease

2. **RENEWAL:** The Tenants specifically acknowledge that this Lease Agreement will not renew after the Termination Date. The Tenants specifically acknowledge that a new lease must be executed in order for the Tenants to continue occupancy of the Premises after the Termination Date. All Tenants listed in this agreement understand that lease renewal prices are subject to change. In order for Tenants to renew this Lease Agreement, all Tenants must be current on rent.

Notwithstanding the above, the Landlord is under no obligation to execute a new lease with the Tenants. In the event that Landlord does not elect to execute a new lease with Tenant, the Landlord will send Tenant written notice of at least thirty (30) days advising Tenants of their obligation to fully vacate the Premises prior to the Termination Date.

3. **SHOWINGS:** Due to the established cycle for leasing of off-campus housing at Temple University, which begins shortly after the start of the fall semester each year, Landlord reserves the right to begin showing the Premises to prospective Tenants on or about October 15, 2019. Reasonable notice will be given prior to any showings. Tenants agree to fully cooperate with the Landlord's efforts to show the Premises to prospective Tenants. **If Tenants do not renew this lease agreement, all Tenants understand that multiple showings may occur each day.**

4. **RENT:** Tenants shall pay Landlord in monthly installments of \$\_\_\_\_\_ in advance of the first day of each month in personal check, cashier's check, online portal or money order at Landlord's address listed below. The total rent is based on a 350-day rental period divided by 12 equal payments. If Landlord does not receive the rent by the fifth day of the month, a \$50 late fee shall be added to the



rent due and payable for that month. Such late fee is considered as rent and must be paid to satisfy rent payment for that month. Rent is considered late if the personal check is returned. If the entire rent is not received by the fifth day of the month this rental agreement may be terminated if Landlord so chooses. Tenants shall pay Landlord last month's rent in advance of possession when signing this lease. This rent will be applied toward the last month of rent as the term is identified in this agreement unless the lease terms are changed, modified, altered or extended at which time these monies will be applied to the new "last month" of rent. Rent and fees not paid on time may result in negative reporting to the credit agencies.

**5. JOINT AND SEVERAL LIABILITY: All Tenants named on this agreement are jointly and severally liable for rents and damages. This means all Tenants are responsible for their own bills/rent and all the other Tenants bills/rents.**

**6. SECURITY DEPOSIT:** Upon signing and execution of this rental agreement, Tenants shall deposit with the Landlord the sum of \$\_\_\_\_\_

This security deposit is for the faithful performance by the Tenants of the terms and conditions of this agreement. Security deposit will be returned to Tenants after the termination of this rental agreement less the \$300 non-refundable turnover fee and any further damage charges or cleaning fees, without interest. The security deposit shall not be used for any part of the last month's or any month's rent but is held for the performance of the lease and is nonrefundable until the lease has expired after which it will be returned within 30 days of completion of the lease terms. Security deposits will be returned to the same person or entity as originally provided the deposit. Any of the following are justified reasons for deduction from the security deposit: any damage to said property not noted on the property inspection worksheet at the time of taking possession of property in accordance with paragraph 8, any unpaid late charges, any unpaid utilities bills, maintenance or repair costs due to negligence on the part of Tenants (for example: backed up toilets or drains, insects, water damage, party damage), premises not left clean, and any unpaid fines caused by Tenants, or similar just cause. Tenants must provide and confirm permanent forwarding address 30 days prior to the lease ending. If not, the security deposit will be sent to the last known address.

**7. RETURNED CHECKS:** If, for any reason, a check used by the Tenants to pay the Landlord is returned without having been paid, Tenants will pay a returned check charge of \$50 and take whatever other consequences there might be in making a late payment.

**8. CONDITION AT POSSESSION:** Tenants agree that they will inspect all aspects of the property on the first day of taking possession of premises and bring to the attention of the management company in writing any damages or items not in good repair. All Tenants understand that blinds are not provided. Exclusive of the items noted during the property inspection, Tenants stipulate, represent, and warrant by their signatures on this agreement that the premises are in good order, in good repair, and in a safe and clean condition.

**9. NO ASSIGNMENT OR SUB-LETTING:** Tenants shall not assign this rental agreement nor sublet the premises or any part thereof without the written prior consent of the Landlord and all other



Tenants. There will be a \$150 subletting fee (per sublet) – paid by the current Tenant - for the drafting and execution of a new lease which must be signed and approved by the new Tenant and all Tenants that remain. Consent by the Landlord to an assignment or sub-letting shall not be deemed to be consent to any subsequent assignment or sub-letting.

**10. LIMITATION ON OCCUPANTS:** The rented premises shall be occupied by the above-named Tenants only. No other persons shall occupy the rented premises without the advance written consent of the Landlord. The authorized occupants may only use the property for residential purposes and may not utilize the premises for commercial or business purposes.

**11. ABANDONMENT:** If at any time during the term of this agreement Tenants abandon the premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the premises in the manner provided by law, and without becoming liable to Tenants for damages or for any payment of any kind whatsoever. Landlord may, at Landlord's discretion, as agent for Tenants, re-let the premises or any part thereof, for the whole or any part of the then unexpired lease term, and may receive and collect all rent payable by virtue of such re-letting. Further, Landlord may hold Tenants liable for any difference between the rent that would have been payable under this lease agreement during the balance of the unexpired term, had this agreement continued in force, and the net rent for such period realized by Landlord by means of such re-letting. The Landlord shall consider any personal property belonging to Tenants and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner at all and Landlord is hereby relieved of all liability for doing so.

**12. DEFAULT:** Landlord may terminate this agreement if Tenants fail to comply with any material provisions of this agreement or of any rules or regulations or statutes in effect, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the rental agreement by reason thereof.

**13. UTILITIES:** Tenants are responsible for the payment of all utilities and services unless otherwise stated herein. Electricity, gas, water, sewer, storm water, telephone service, cable TV, internet access, security system service fees and any other utilities are not furnished as part of this agreement. The Landlord will pay taxes and trash collection. In order to pick up keys, all utilities must be in the new Tenant's name, operable and properly transferred from the previous Tenant or Landlord prior to Tenant move in to the unit. Tenants are required to show proof in writing that the utilities are transferred (This includes account number or confirmation email from the utility company). Tenants are required to show proof that all final utilities bills have been paid upon move out, otherwise, this will delay return of the security deposit. A permission letter is attached to lease (as applicable) which allows Tenants to transfer service.

**14. CARE OF YARD, WALKWAYS, SNOW REMOVAL AND GROUNDS:** Tenants agree to maintain all grounds in a reasonable and prudent manner. This responsibility **includes maintenance of sidewalk area, lawns and weeds in front, back or side yard**, and rooftop premises, as



applicable. Overgrowth of lawns and weeds are subject to fines by the City of Philadelphia which Tenants are responsible for paying if assessed. Tenants agree to remove snow from all walkways per City of Philadelphia ordinances.

**15. TRASH:** All trash and recycling containers must be supplied by the Tenants and properly maintained; use, storage and placement must comply with City of Philadelphia ordinances. Any fines for non-compliance will be paid by the Tenants. For duplex housing, if the offending party or parties are not clearly identified amongst units the fine will be shared between all parties for all units. **Neither Landlord nor MK Management are responsible for maintenance, upkeep or trash removal of any properties, including vacant lots or abandoned properties.** Tenant should report such issues to the City of Philadelphia via the 311 call system and can track issues via the 311 app.

**16. LANDLORD'S RIGHT OF ENTRY AND INSPECTION:** Landlord and MK Management shall have the right to enter the rental unit during reasonable hours in order to inspect the premises, or make necessary repairs, alterations and improvements, or to supply services as agreed. Landlord and Tenant agree that emergency repairs may be performed outside reasonable hours as required. Landlord may exhibit the rental unit to prospective purchasers, mortgagers, insurers, prospective Tenants or any others upon reasonable notice.

**17. REPAIRS:** Landlord shall be responsible for repairs to the interior and exterior of the building, due to ordinary every day use, weathering and aging. Tenants must take care of the rented premises and all equipment and fixtures contained therein. All maintenance requests must be submitted through the Tenant online portal in order to be addressed. Tenants are liable for damages caused by their acts or neglect and any acts and neglect of their family, invitees, guests, or agents.

**18. MAINTENANCE RESPONSIBILITIES:** Tenants are responsible for ordinary maintenance of the living area and for provision of proper services to maintain the property in a reasonably good inhabitable condition. Once a maintenance request has been submitted, the maintenance department has the right to enter thereafter. The sewer system shall be kept free of any drain stoppages; Tenants are responsible for maintaining a good operating domestic sewer system and bear the cost of any plumber's fees to remove proximal stoppages. Distal stoppages such as those caused by defective plumbing or tree roots in the sewer line to the street are the responsibility of the Landlord. The property is to be maintained free of pests such as those associated with spilled food or waste products. In the event of an infestation, Tenants will be responsible for the extermination fees. Tenants are responsible for pest control fees for pests not due to structural issues. Any insects doing structural damage such as termites or large carpenter ants shall be reported immediately to the Landlord who assumes responsibility for structural pest control. Tenants will be fully responsible for any bed bug, ant, or fly treatments to their unit after move in. The property shall be maintained in clean condition to prevent pest problems and deterioration to surfaces or structure. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of entry and exit only;



- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Tenants are responsible for maintaining all the common areas. Commons areas are any area that is accessible to anyone in the entire building such as but not limited to – foyer, entry hallway, entry steps to the building, sidewalk area, alley area;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- (i) Tenants' family and guests shall at all times maintain order in the premises and at all places on the premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents; and
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided, and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas. Placement of containers for pickup shall follow the City of Philadelphia ordinance.
- (l) Tenants shall provide new and replace light bulbs as necessary with the proper wattage bulb.
- (m) Operable batteries are to be maintained in the smoke detectors at all times. Tenants shall replace inoperable batteries with new in any smoke detector that is not working due to a bad battery. If smoke detectors are tampered with or removed, there will be a \$25 fine per detector.
- (n) Tenants agree to maintain a minimum temperature of 65 degrees Fahrenheit at all times.
- (o) Large nails shall not be placed in the walls at anytime. Tenants are responsible for all cost associated with damages due to pictures, hooks, curtains, speakers, wall hangings and anything similar.
- (p) There is to be no smoking at all inside the unit. If smoking is found on the premise, a \$300 fine will be assessed.

**19. ALTERATIONS AND IMPROVEMENTS:** Tenants must obtain Landlords' prior written consent to paint or wallpaper the rented premises or to install any paneling, flooring, partitions, railings, or make any other alterations. Tenants must not alter the plumbing, ventilation, heating, air conditioning (if any), heating electric or other systems. All alterations, installations and improvements shall become property of the Landlord when completed and paid for and shall be surrendered as part of the rented premises at the end of the term. Landlord is not required to pay for any work performed under this section without prior written consent.



**20. RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO RENTED PROPERTY:** In the event the premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, this agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental property provided for herein shall then be accounted for, by and between Landlord and Tenants up to the time of such injury or destruction of the premises, Tenants paying rent up to such date and Landlord refunding rent collected beyond such date. Should a portion of the premises thereby be rendered un-Tenantable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this rental agreement. In the event that Landlord exercises the right to repair such un-Tenantable portion, the rent shall abate in the proportion that the injured parts bears to the whole premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the agreement continue according to its terms.

**21. PAYMENT OF FINANCIAL OBLIGATIONS FOR THE TENANT BY THE LANDLORD:** All bills and financial obligations are to be paid by the Tenants as stated in this lease. At anytime it becomes necessary for the Landlord to pay any financial obligation for the Tenant a \$50 fee will be charged for each bill paid. An invoice will be issued to the Tenants for the cost of the Tenant obligation plus a \$50 fee. Examples are but are not limited to utility bills, fines and fees.

**22. PETS OR OTHER UNCAGED ANIMALS:** Pets are strictly prohibited without prior written consent which can be withheld at the sole discretion of the Landlord. No exceptions. If a Tenant seeks prior permission from the Landlord and if permission is granted there will be a \$250 pet deposit. If a Tenant is found to have an unapproved pet in or about the property the Tenant will be assessed a \$500 fine to the unit and pet must be removed immediately.

**23. NEIGHBORHOOD RELATIONS:** Tenants shall make reasonable efforts to maintain good relations with neighbors.

**24. NOISE LIMITATIONS:** A quiet residence is to be maintained so as not to interfere with the peace and comfort of the neighbors. Violation of City noise ordinances will result in fines to offending Tenants.

**25. AGREEMENT TO ABIDE BY LOCAL LAWS AND ORDINANCES:** Tenants must, at Tenants' expense, comply with all laws, ordinances, and requirements of all municipal, county, state, and federal authorities that are effective during the term of the rental agreement, pertaining to the use of the rented premises.

**26. LEGAL AND PROFESSIONAL FEES:** In the event of any dispute between the parties concerning the terms and provisions of this agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.





**27. RESPONSIBILITY FOR FIRE PREVENTION:** Fire alarms are to be operational at all times and their batteries are not to be disconnected except for replacement. Due to high-risk fire hazard, no candles shall be lit on the premises. The electrical system shall not be unduly stressed, overloaded with improper use of appliances, or taxed by improper excess of extension cords.

**28. INSURANCE:** The Landlord has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Landlord negligence. Landlords insurance does not cover Tenants' possessions or Tenants negligence. **Tenants shall obtain a Tenants' insurance policy to cover damage to or loss of their own possessions, as well as losses resulting from their negligence, or shall sign a waiver acknowledging their choice not to purchase such insurance.**

Tenants agree that they will do nothing to the premises nor keep anything on the premises which will result in an increase in the Landlords' insurance policy or an endangering of the premises. Neither will they allow anyone else to do so.

**29. KEYS, REPLACEMENT AND LOCKOUT:** Tenants will be issued keys at move in. If Tenant is locked out from any door and requests Landlord to open door between 9am and 5pm, Monday through Friday, a charge of \$50 will be invoiced to Tenant. If any Tenant is locked out of any door or loses key and requests Landlord to open door or replace key between 5pm and 9am, a charge of \$100 will be charged to that Tenant's ledger. If Tenant loses key Monday through Friday between 9am and 5pm and requests new key replacement, new key may be issued at a charge of \$25. **If Tenant does not turn in key upon lease end date, or if key is damaged, key replacement charge of \$100 will be deducted from Tenant security deposit.**

**30. MOVE IN:** Appointments are required for all move-ins and must be scheduled in advance of desired move in date. Management will notify Tenants of appointment sign up. Appointment will be allotted on a First Come, First Served basis, as time slots are limited.

**31. MOVE OUT/RETURN OF KEYS:** All unit and bedroom keys must be returned to MK Management office labeled with the name and bedroom of the Tenant. (Without this information, Tenants may be held liable for the conditions of all bedrooms). There will be a \$250 fine per item for any piece of furniture left either inside or outside of the property at lease end. Forwarding addresses for return of security deposits must be provided to MK Management at least 30 days prior to move out. If Tenants are not fully and completely out of the unit by 11:59PM on July 24<sup>th</sup>, there will be a \$250 fine assessed to the entire group. Deposits will be mailed to the forwarding address within 30 days of lease end.

**32. Security Deposit Addendum/Turnover Fee:** At the end of this lease, \$300 per person from the security deposit will be kept as a non-refundable Turnover Fee. This Turnover Fee covers professional cleaning and painting of the unit. This is the minimum amount of work that will be completed to ensure the unit is in good condition for the succeeding occupants. Any further costs associated with the turnover of the unit (for example, holes in walls, broken doors, broken appliances, etc.) will be deducted from the remainder of the security deposit.



RESIDENTIAL RENTAL AGREEMENT

I have read and understand MK Management’s security deposit policy and agree to the terms and conditions:

TENANT SIGNATURES: Clearly Print full name and Sign

TENANT 1: \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

TENANT 2: \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

TENANT 3: \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

TENANT 4: \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

TENANT 5: \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

TENANT 6: \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

DATE: \_\_\_\_\_

LANDLORD: \_\_\_\_\_

CHECKS ARE TO BE MAILED TO: MK Management Group, LLC
1533 N. Sydenham St
Philadelphia, PA 19121

Tenant Inquiries: Tenantassist@mkrents.com

Website: www.mkmgmtgroup.com





**CO-SIGNER AGREEMENT**

I/we, the co-signors, have read the Rental Lease Agreement, and promise to guarantee the Tenants' compliance with the financial obligations of this Agreement. I understand that I may be required to pay for rent, cleaning charges, or damage assessments. I/we agree to comply with and uphold all of the terms of the lease agreement. I also understand that this Co-Signer Agreement will remain in fore throughout the entire term of the tenant's tenancy, even if the tenant's tenancy is extended and/or changed in its terms.

**Clearly Print full name and Sign**

**CO-SIGNER 1:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

**CO-SIGNER 2:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

**CO-SIGNER 3:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

**CO-SIGNER 4:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

**CO-SIGNER 5:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

**CO-SIGNER 6:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Sign)

**DATE:** \_\_\_\_\_

**CHECKS ARE TO BE MAILED TO: MK Management Group, LLC  
1533 N. Sydenham St  
Philadelphia, PA 19121**

**Tenant Inquiries: [Tenantassist@mkrents.com](mailto:Tenantassist@mkrents.com)**

**Website: [www.mkmgmtgroup.com](http://www.mkmgmtgroup.com)**