

(3) **Keep Tenant's Security Deposit.**

**24. SALE OF PROPERTY**

- A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:
  - (1) The name, address, and phone number of the new landlord.
  - (2) Where rent is to be paid.
  - (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.
- B. Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new landlord.
- C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.
- D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

**25. IF GOVERNMENT TAKES PROPERTY**

- A. The government or other public authority can take private property for public use. The taking is called *condemnation*.
- B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advanced rent.
- C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

**26. SUBLEASING AND TRANSFER**

- A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.
- B. Tenant may not transfer this Lease or *sublease* (rent to another person) this Property without Landlord's written permission. ~~Landlord will be reasonable about giving written permission.~~

**27. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER**

Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)

**TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.**

**28. MEDIATION**

- A. *Mediation* is a way of resolving problems. A *mediator* helps the disputing parties reach an agreeable solution without having to involve the courts.
- B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

**29. INSURANCE AND RELEASE**

- A. Tenant understands that
  - 1. LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.
  - 2. TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.
- B. Landlord is not legally responsible for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that results from the damage or injury.
- C. Landlord is responsible for any injury or damage that results from Landlord's carelessness.
- D. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

**30. CAPTIONS**

The headings in this Lease are meant only to make it easier to find the paragraphs.

**31. CONSUMER NOTICE**

Tenant and Landlord have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.

**32. ENTIRE AGREEMENT**

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease.

**NOTICE BEFORE SIGNING: THIS LEASE IS A LEGAL CONTRACT. IF TENANT HAS LEGAL QUESTIONS,**

Tenant(s) \_\_\_\_\_

Landlord(s) *IA*