

**CITY OF BETHLEHEM**

**Inter-Office Memorandum**

**SUBJECT:** Lease Agreement – House at 423 Illick's Mill Road

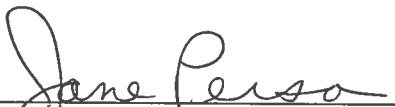
**TO:** Adam R. Waldron, President of Council

**FROM:** Jane Persa, Recreation Director

**DATE:** January 30, 2018

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Attached please find a draft of a lease between the City of Bethlehem and Jonathan Taylor Brown for the purpose of leasing the house at 423 Illick's Mill Rd. This lease has been drafted by the Solicitor's Office with input from the Recreation and Public Works Directors. Please place this matter on City Council's agenda for review and appropriate action.

  
Jane Persa

Attachment

Cc: Members of Council  
J. Spirk, Esq.  
Mayor Donchez  
W. Leeson, Esq.  
M. Alkhal

RESOLUTION NO. 2018-\_\_\_\_\_

Authorization For Residential Lease Agreement

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller are hereby authorized to execute a Residential Lease Agreement, according to the terms and conditions indicated therein and made a part hereof, with the following named tenant, for the uses and purposes indicated below:

1. Name of Tenant: Jonathan Taylor Brown
2. Premises: 423 Illick's Mill Road
3. Purpose: Lease of residential property
4. Duration: March 1, 2018 to February 28, 2019, with automatic renewal on a month to month basis on and after March 1, 2019

Sponsored by \_\_\_\_\_  
\_\_\_\_\_

ADOPTED by Council this            day of            , 2018.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF BETHLEHEM  
Bethlehem, Pennsylvania**

**RESIDENTIAL LEASE AGREEMENT**

**THIS IS A RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

**1. NAMES OF LANDLORD AND TENANT**

Name of the **Landlord**: City of Bethlehem, 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018.

Name of the **Tenant(s)**: Jonathan Taylor Brown

**2. LEASED PROPERTY**

The **leased property** is the place that **landlord** agrees to lease to **tenant**. The leased property is: 423 Illick's Mill Road, Bethlehem, Northampton County, Pennsylvania.

**3. STARTING AND ENDING DATES OF LEASE AGREEMENT**

This lease starts on 03/01/2018.

This lease ends on 2/28/2019.

**4. RENT**

The amount of rent is: \$1,000.00 each month.

**Tenant** agrees to pay the monthly rent in advance on or before the 1<sup>st</sup> day of each month. **Landlord** does not have to ask (**MAKE DEMAND UPON**) **tenant** to pay the rent. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **landlord** at the place specified by **landlord**.

**Tenant** agrees to pay a **LATE CHARGE** of \$10.00 per day if **tenant** does not pay the rent on time. If **tenant** mails the rent to **landlord**, the date of payment will be the date the letter is postmarked.

## 5. **SECURITY DEPOSIT**

**Tenant** agrees to pay a security deposit of \$1,000.00.

**Tenant** agrees to pay the security deposit to **landlord** before the lease starts and before **landlord** gives possession of the leased property to **tenant**.

**Landlord** can take money from the security deposit to pay for any damages caused by **tenant**, **tenant's** family and **tenant's** guests. **Landlord** may take the security deposit to pay for any unpaid rent.

After taking out for damages and unpaid rent, **landlord** agrees to send to **tenant** any security deposit money left over. **Landlord** will send the remaining security deposit money to **tenant** no later than thirty (30) days after the lease ends and **tenant** leaves. **Landlord** also agrees to send to **tenant** a written list of damages and amounts of money taken from the security deposit.

**Tenant** agrees to give **landlord** a written forwarding address when **tenant** leaves and the lease ends.

**Tenant** may not use the security deposit as payment of the last month's rent.

## 6. **LANDLORD'S DUTY AT THE START OF THE LEASE**

**Landlord** agrees to give **tenant** possession of the leased premises on the starting date of this lease. The lease will start even if **landlord** cannot give **tenant** possession of the leased property because the prior **tenant** is still in the leased property or the leased property is damaged. **IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PROPERTY TO TENANT.**

## 7. DAMAGE TO LEASED PROPERTY

**Tenant** agrees to notify **landlord** immediately if the leased property is damaged by fire or any other cause. **Tenant** agrees to notify **landlord** if there is any condition of the leased property that could damage the leased property or harm **tenant** or others. If **tenant** cannot live in the whole leased property because it is damaged or destroyed, **tenant** may:

(1) Live in the undamaged part of the leased property any pay less rent until the leased property is repaired.

**OR**

(2) End the lease and leave the leased property.

**Tenant** agrees that if the leased property is damaged or destroyed and **tenant** ends the lease, **landlord** has no further responsibility to **tenant**.

## 8. INSURANCE

**Landlord** agrees to have insurance on the building where the leased property is located. **Tenant's** own property is not insured by **landlord's** insurance. **Tenant** is responsible for **tenant's** own property that is located in the leased premises. **Tenant** shall purchase **tenant's** insurance or renter's insurance to insure **tenant's** belongings, with public liability and property damage insurance coverage of at least \$500,000.00, which shall name the "City of Bethlehem, its officers and employees" as an additional insured. **Tenant** shall deliver a Certificate of such insurance to the office of the City Solicitor at the time of the signing of this lease.

## 9. TRANSFERS BY TENANT

**Tenant** agrees not to transfer this lease to anyone else without the written permission of **landlord**.

**Tenant** agrees not to lease all or any part of the leased property to anyone else without the written permission of **landlord**. **Tenant** agrees that if **tenant** transfers this lease or leases all or part of the leased property to another, **tenant** has broken this lease.

10. **RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE**

**Landlord** is responsible for all damage to property or injury to people that is the fault of **landlord** or people employed by **landlord** at the leased property. **Tenant** is responsible for all damage to leased property and injury to people caused by **tenant, tenant's family or guests.**

**Tenant** agrees that **landlord** is not responsible to **tenant, tenant's family or guests** for damage or injury caused by water, snow or ice.

11. **USE OF LEASED PROPERTY**

**Tenant** agrees to use the leased property only as a residence. **Tenant** agrees to obey all federal, state and local laws and regulations when using the leased property. **Tenant** agrees not to store any flammable or dangerous things in or around the leased property.

**Tenant** agrees not to do anything in or around the leased property which could harm anyone or damage any property.

**Tenant** agrees that **tenant** will not allow anyone other than **tenant's spouse/partner and tenant's spouse/partner's children** to live in the leased property without the written permission of **landlord**, through the office of the Director of Public Works.

12. **RULES AND REGULATIONS**

**Tenant** agrees to obey all rules and regulations for the leased property. If **tenant** breaks any rules or regulations for the leased property, **tenant** breaks this lease.

13. **LANDLORD'S RIGHT TO PUT A MORTGAGE ON THE LEASED PROPERTY**

**Tenant** agrees that **landlord** has the right to put a mortgage on the leased property. If **landlord** has a mortgage on the leased property now, or if **landlord** gets a mortgage later, **tenant** agrees that this lease is lower in right to the mortgage that the **landlord** has put on the leased property.

14. **CARE OF LEASED PROPERTY**

**Tenant** is responsible for, and will take good care of, the leased property and all of the property in and around the leased property. **Tenant** agrees to pay for any damage which is the fault of **tenant**, **tenant's** family or **tenant's** guests. **Tenant** agrees to move out and give back the leased property to **landlord** when the lease ends.

15. **LANDLORD'S RIGHT TO ENTER LEASED PROPERTY**

**Tenant** agrees that **landlord** and people working for **landlord** may go into the leased property at reasonable times. **Landlord** and people working for **landlord** may inspect, make repairs, do maintenance, and show the leased property to others.

16. **UTILITY SERVICES**

**Landlord** and **tenant** agree to pay for the charges for utilities and services supplied to the leased property as follows:

<u>Charge or Service:</u>	<u>Paid By:</u>
Television Cable	Tenant
Electric to Property (includes hot water and lights)	Tenant
Oil Heat	Tenant
Water Service	Tenant
Refuse Collection	Tenant
Lawn Maintenance	Tenant
Snow and Leaf Removal	Tenant
Sewer Charges	Tenant
Condominium Fee	Not Applicable
Homeowner's Association Fee	Not Applicable
Parking Fee	Not Applicable
Pest Control Charges	City
Clogged Plumbing	
Inside	Tenant
Outside	City

**Landlord** has the right to turn off service to the leased property in order to make repairs or to do maintenance.

Electric bill includes heat and hot water.

17. **WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENTS IN THIS LEASE**

WHEN **TENANT** DOES NOT DO SOMETHING THAT **TENANT** HAS AGREED TO DO, **TENANT** BREAKS THIS LEASE.

IF **TENANT** BREAKS THIS LEASE, **TENANT** MAY LOSE **TENANT'S** SECURITY DEPOSIT.

IF **TENANT** BREAKS THIS LEASE, **LANDLORD** ALSO CAN SUE **TENANT** FOR OTHER EXPENSES AND MAY GO TO COURT TO REMOVE **TENANT** FROM THE LEASED PROPERTY.

IF THERE IS ONLY ONE **TENANT** ON THIS LEASE, THEN THE **LANDLORD** CAN ONLY SUE ONE **TENANT** FOR THAT **TENANT'S** BREAKING THE AGREEMENTS MADE IN THIS LEASE.

IF THERE IS MORE THAN ONE **TENANT**, THEN THE **LANDLORD** CAN SUE ALL **TENANTS** TOGETHER AS A GROUP.

**TENANT** BREAKS THIS LEASE IF **TENANT**:

- (1) DOES NOT PAY RENT OR OTHER CHARGES TO **LANDLORD** ON TIME
- (2) LEAVES THE LEASED PROPERTY FOR GOOD WITHOUT THE **LANDLORD'S** PERMISSION BEFORE THE END OF THE LEASE
- (3) DOES NOT LEAVE THE LEASED PROPERTY AT THE END OF THE LEASE
- (4) DOES NOT DO ALL OF THE THINGS THAT **TENANT** AGREED TO DO IN THIS LEASE



IF **TENANT** BREAKS THE LEASE, EACH **TENANT** AGREES TO GIVE UP THE RIGHT TO HAVE A NOTICE TO LEAVE, ALSO KNOWN AS NOTICE TO QUIT. THIS MEANS THAT THE **LANDLORD** MAY FILE A LAWSUIT IN COURT ASKING FOR A COURT ORDER EVICTING EACH **TENANT** FROM THE LEASED PROPERTY WITHOUT GIVING EACH **TENANT** NOTICE TO QUIT FIRST. **LANDLORD** DOES NOT HAVE THE RIGHT TO THROW **TENANT** OUT OF THE LEASED PROPERTY. THE **LANDLORD** CAN ONLY EVICT **TENANT** BY COURT ACTION.

THE **LANDLORD** DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS A **TENANT** HAS BROKEN THE AGREEMENTS IN THIS LEASE, EVEN THOUGH EACH **TENANT** IS GIVING UP NOTICE TO QUIT, EACH **TENANT** WILL HAVE A CHANCE IN COURT TO HAVE A JUDGE DECIDE ON **LANDLORD'S** CLAIM FOR EVICTION.

IF **TENANT** BREAKS THE LEASE AGREEMENT, THE **LANDLORD** MAY SUE EACH **TENANT** IN COURT:

- (1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY **TENANT'S** BREAKING THE AGREEMENTS IN THE LEASE.
- (2) TO GET THE LEASED PROPERTY BACK (EVICTION).
- (3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON MOVES INTO THE LEASED PROPERTY AS A NEW **TENANT**.

IF **LANDLORD** WINS A LAWSUIT AGAINST **TENANT**, **LANDLORD** CAN USE THE COURT PROCESS TO TAKE **TENANT'S** PERSONAL GOODS, FURNITURE, MOTOR VEHICLES AND MONEY IN BANKS.

**TENANT** AGREES THAT **LANDLORD** MAY RECEIVE REASONABLE ATTORNEYS FEES AS PART OF A COURT RULING IN A LAWSUIT AGAINST **TENANT** FOR BREAKING THE AGREEMENTS OF THIS LEASE.

18. **SPECIAL CONDITIONS**

- A. No pets are allowed.
- B. No signs are allowed.
- C. No kerosene or gasoline heaters or similar devices are permitted.
- D. At the end of the lease, **tenant** should thoroughly clean the leased property and remove any trash or refuse.
- E. **Tenant** may not paint the walls or ceilings or make alterations or improvements without the **landlord's** prior written approval.
- F. This Lease shall terminate in the event the subject real estate is sold by **Landlord**.
- G. This Lease shall terminate in the event Tenant's employment with the City of Bethlehem ends. The date the Lease ends shall be the same date on which Tenant's employment ends. This provision shall supersede and amend any and all other inconsistent provisions of this Lease set forth hereinabove.
- H. **Landlord** shall be responsible for major repairs or replacement, as necessary, not necessitated by the negligence of **tenant**, his agents or invitees, of structural components, including doors, windows, walls, roof and floors, and mechanical systems.

19. **RENEWAL**

This Lease shall automatically renew on a month to month basis on and after 03/01/2019. After that date, either party may cancel and terminate this lease on thirty (30) days advance written notice to the other party.

**BY SIGNING THE LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

DATE SIGNED BY TENANT(S): \_\_\_\_\_

**TENANT(S):**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (Seal)  
Jonathan Taylor Brown

DATE SIGNED BY LANDLORD: \_\_\_\_\_

**LANDLORD:**  
CITY OF BETHLEHEM

ATTEST:

\_\_\_\_\_  
Controller

BY: \_\_\_\_\_ (Seal)  
Robert J. Donchez  
Mayor

I certify that the within Residential Lease Agreement is needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: Michael Alkhal,  
Director of Public Works