

CONDITIONS OF AUCTION AND AGREEMENT OF SALE FOR:

**#2. Selling Absolute No Minimum or Reserve**

5731 Hamilton Blvd, Allentown, PA 18106  
Ranch home in Parkland School District

CONDITIONS OF AUCTION AND AGREEMENT OF SALE FOR REAL ESTATE OF  
RED MAPLES LLC (SUCCESSOR IN INTEREST TO BIG BEAR MANAGEMENT)

The conditions of the Auction sale ("Conditions") of the Premises owned by the above-named Owner, described more fully on the sheet entitled "Description of Premises" attached hereto and made a part hereof, by public sale or auction this 25th day of April, 2023, are as follows, to wit:

1. The Premises is being exposed to public sale by the above named Owner or by Louis E. Hoffman, Executor of the Estate of William R. Mayo herein called the "Seller." If the Premises consists of multiple parcels with more than one Owner, the multiple Owners shall collectively be the "Seller" and the Seller shall allocate the Purchase Price between the Owners as Seller shall determine.
2. Tom Hall Auctions, Inc. ("Auctioneer") and all licensees employed by or associated with the Auctioneer represent the Seller in the sale of the Premises.
3. The Auctioneer may recess the auction and may use discretion with respect to the minimum amounts at which the bidding may advance.
4. No person shall retract from his or her bid. Purchaser must be available by cell phone during the conduct of the auction. Further, Purchaser must provide Auctioneer with a valid email address to which Purchaser has access during the conduct of the auction and must provide a copy of his/her driver's license.
5. If any dispute arises between two or more bidders by reason of a matter not covered by these Conditions, the Premises shall immediately be put up again for sale.
6. For Properties listed as Selling Absolute No Minimum or Reserve - This is an absolute auction. There is no minimum or reserve. The highest approved bidder shall be the "Purchaser" and the highest approved bid shall be the "Purchase Price" and these Conditions and the Purchaser's Acknowledgment shall be deemed to constitute the agreement of sale (the "Agreement") between the Seller and the Purchaser. The Auctioneer's decisions with respect to bidding and all matters in respect of conduct of the Auction shall be final, binding and conclusive in all respects.

For Properties listed as Selling with Reserve - - If the highest approved bid for the Premises shall be deemed by the Seller to be insufficient then the Seller shall have, and hereby reserves, the right to reject any and all bids and withdraw the Premises from sale. Otherwise, the highest approved bidder shall be the "Purchaser," and the highest bid shall be the "Purchase Price," and these Conditions and the Purchaser's Acknowledgment shall be deemed to constitute the agreement of sale (the "Agreement") between the Seller and the Purchaser. The Auctioneer's

decisions with respect to bidding and all Auctions shall be final, binding and conclusive in all respects.

7. Immediately at the conclusion of the Auction:

(a) The Purchaser shall pay to the Seller a deposit of at least ten (10%) per cent of the total Purchase Price(s) by good personal check, and Purchaser shall sign a written acknowledgment and acceptance (the "Purchaser's Acknowledgment") in the form hereto attached. **NOTE: If a Purchaser offers a non-personal check (e.g., a business check) as the deposit, the Auctioneer, in his sole discretion, may require proof that the Purchaser is authorized to submit that form of payment.**

If the Purchaser registers to bid online at tomhallauctions.com, a certified funds or wire transfer deposit of \$20,000 shall be required in advance for each property for which Purchaser intends to submit a bid. **NOTE: Online bidders must specify at the time of registration the identity of those lots for which they intend to submit bids; absent such registration, bids submitted online for which registration has not been made will be blocked.** The required deposit(s) must be payable to Tom Hall Auctions, Inc., and must be received by Tom Hall Auctions, Inc. at 4644 PA Route 309, Schnecksville, PA 18078, no later than 11:00 am on Monday, April 24, 2023, as a prerequisite for obtaining approval to bid online at tomhallauctions.com. If 10% of the total bid(s) submitted by a successful online bidder is less than the total of his/her advance deposit(s), the differential must be paid to the Auctioneer, via certified funds or wire transfer, within 24 hours following the conclusion of the auction. Unsuccessful online bidders will receive the return of their deposits within 48 hours following the conclusion of the Auction.

(b) The Auctioneer shall act as escrow agent of all deposit money until date of final settlement, and in no way shall be liable other than for disposition of the deposit money. The deposit money shall be held in a federally insured, non-interest-bearing bank account.

8. The balance of the Purchase Price shall be paid in cash or by certified check at the time of final settlement which shall take place at the convenience of the Seller and Purchaser on or before June 9, 2023, at such place within the county wherein the Premises are located as shall be mutually agreed upon by Seller and Purchaser or Seller may elect settlement to be closed via an escrow style closing with a title company mutually agreed upon by Seller and Purchaser ("final settlement")

9. At the time of final settlement the Seller, at Seller's expense, will make, execute and deliver to the Purchaser a special warranty deed (using the description contained in the deed of conveyance by which Owner acquired its title, less any conveyances out if any and subject to any additional easements specifically noted, as attached hereto) conveying good and marketable title, free and clear of all liens, easements and encumbrances (except any existing encumbrances, covenants, easements and restrictions in the chain of title or appearing upon the ground) and if applicable tenant leases and such as would be insured by a reputable and responsible title insurance company authorized to conduct business in Pennsylvania, at regular rates and without exception. Should such a title insurance company fail or refuse to insure the title to said Premises as good and marketable at regular rates and without exception, the Seller may, at Seller's election, (i) refund the down money paid on account by Purchaser, whereupon these Conditions and the Purchaser's Acknowledgment shall become null and void; or, Seller may, at Seller's expense, take the necessary action within a reasonable period of time to make the title insurable as aforesaid. If, within a reasonable period of time, Seller cannot provide title as aforesaid, Purchaser may terminate this Agreement and receive a full refund of down money and termination of these Conditions and Purchaser's Acknowledgment, which shall be Purchaser's sole remedy

10. All real estate taxes shall be apportioned on the fiscal year basis between the Seller and the Purchaser as of the date of final settlement, and lienable municipal services and/or prepaid utilities (including, but not limited to, refuse collection, water/sewer rents, and the like and if applicable tenant leases) shall be apportioned *per diem* as of date of final settlement. If the Premises is under a special land use assessment (Act 319 or other special land use assessment) and roll back taxes are assessed due to a change in use by Purchaser, or because the Premises are part of a larger tract for qualification for the special land use assessment, then Buyer shall be solely responsible for any "Roll Back" taxes that may be assessed.

11. All State and local realty transfer taxes will be paid by the Purchaser.

12. Possession of the Premises will be given to the Purchaser at the time of final settlement subject to tenant leases, if applicable.

13. Purchaser, without any reimbursement from Seller, will pay the cost of any survey, the premium for any mechanics lien insurance and/or title insurance, title search, appraisal fees, charges of any title insurance company, fees of any realtor or attorney or other person engaged by Purchaser to perform any services with respect to the purchase of the Premises, fees and charges of any financial institution or lender, and settlement costs and accruals normally payable by a purchaser of real estate.

14. **IT IS UNDERSTOOD AND AGREED THAT PURCHASER HAS INSPECTED THE PREMISES PRIOR TO THE DATE OF AUCTION SALE AND HAS INVESTIGATED AND/OR SEARCHED AVAILABLE GOVERNMENTAL RECORDS WITH RESPECT TO THE PREMISES, OR WAIVES THE RIGHT TO MAKE SUCH INSPECTIONS, INVESTIGATIONS OR SEARCHES, AND AGREES TO PURCHASE THE PREMISES SOLELY BASED UPON PURCHASER'S SAID INSPECTION INVESTIGATION OR SEARCHES, AND NOT BECAUSE OF, OR IN RELIANCE UPON, ANY ORAL OR WRITTEN REPRESENTATIONS WHATSOEVER MADE BY THE SELLER OR BY THE AUCTIONEER OR BY ANY AGENT OF THE SELLER OR THE AUCTIONEER, AND PURCHASER AGREES TO PURCHASE THE PREMISES IN ITS PRESENT "AS IS, WHERE-IS" CONDITION. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PURCHASER'S OBLIGATION TO COMPLETE FINAL SETTLEMENT IS NOT CONTINGENT UPON THE OCCURRENCE OR SATISFACTION OF ANY CONDITION(S) NOT EXPRESSLY SET FORTH HEREIN.**

15. The Seller will continue until the time of final settlement such existing policies which insure the Premises against damage by fire or other casualty. Any loss or damage to the Premises from and after the date of Auction sale shall not in any way void or impair any of the conditions and obligations of the Purchaser but any proceeds received by the Seller from any insurance company shall be credited by the Seller on account of the Purchase Price. It shall be Purchaser's responsibility, at Purchaser's own cost and expense, to carry such insurance on the Premises as Purchaser may deem desirable.

16. If Purchaser fails to perform any of the terms or conditions of this Agreement the deposit money shall be forfeited and paid by Escrow Agent to Seller as liquidated damages for non-fulfillment of this Agreement and, at the option of Seller, this Agreement shall become null and void, whereupon the Seller shall be free to resell the Premises in any manner as the Seller may so choose.

17. The rights of the Purchaser in this Agreement shall not be assigned or assignable without the prior written consent of Seller. This Agreement shall be binding upon the parties hereto, and their respective heirs, personal representatives successors and/or permitted assigns, if any.

19. THE PURCHASER IS ADVISED THAT THE IMPROVEMENTS ON THE PREMISES WERE BUILT BEFORE 1978 AND MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. SELLER HAS NO INFORMATION WITH RESPECT TO THE

PREMISES RELATING TO LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS AND HAS NO KNOWLEDGE OF ANY KNOWN LEAD-BASED PAINT HAZARDS. THE PURCHASER MAY WISH TO OBTAIN A RISK ASSESSMENT OR INSPECTION OF THE PREMISES FOR LEAD-BASED PAINT HAZARDS PRIOR TO PURCHASE, BUT THE SALE IS NOT CONTINGENT UPON PURCHASER'S PERFORMANCE OF SUCH AN INSPECTION OR THE RESULTS OF THEREOF.

20. Seller will be responsible for any notice of assessments for public improvements, and the payment thereof, if received prior to the date of the Auction; and Purchaser will be responsible for any such notice served upon Seller on or after the date of the Auction and for the payment thereafter of any assessments for public improvements.

5731 Hamilton Blvd.

Lower Macungie Township

ALL THAT CERTAIN lots or tracts of land situate in the Township of Lower Macungie, County of Lehigh, and Commonwealth of Pennsylvania, known as a Corrective Description of property owned by Big Bear Management Fund which is recorded in the Office of the Recorder of Deeds in and for the County of Lehigh in Document I.D. 7431475, designated as Pin # 547544458765 1 with a Tax Map of JO7SE2 / 001 / 006, and consisting of two tracts that are shown on a Plot Plan for Big Bear Management Fund and is herein labeled as "Exhibit A" and is bounded and described according to a survey performed by Robert E. Hoppes, Jr., Professional Engineer and Professional Surveyor Land Surveyor, of HOP-PES Professional Engineering & Surveying, as follows to wit:

TRACT NO. 1 (Previous D.B.V. 1607, PG 617 as indicated on pages 4 & 5 of Document I.D. 7431475

BEGINNING at a concrete monument (set in place of an iron pin found that was found buried 1' below ground level), being a northwestern corner of the now or former John & Roberta Stoudnour, 5719 Hamilton Boulevard property, and also being a southwestern corner of the now or former John D. Stoudnour, 5701 Hamilton Boulevard property, and also being a northeastern corner of Tract No. 1 herein described; thence extending a line dividing the same said tract of the now or former John & Roberta Stoudnour, 5719 Hamilton Boulevard property, from same said Tract No. 1 herein described, a bearing of South twenty-six (26) degrees thirty-eight (38) minutes twenty-eight (28) seconds East and a distance of one hundred seventy-four and seventy-three one-hundredths feet (174.73) feet to a point in the centerline of Hamilton Boulevard (U.S. #222), this last line passes through a concrete monument (set) at a distance of one hundred twenty-four and seventy-three (124.73) feet and also a P.K. (set) at a distance of one hundred fifty-eight and twenty-three one-hundredths (158.23) feet; thence extending a line in and along the same said centerline of Hamilton Boulevard (U.S. #222) a bearing of South sixty-three (63) degrees twenty-six (26) minutes fourteen (14) seconds West and a distance of fifty-five and no one-hundredths (55.00) feet to a point; thence extending a line in and through the northern right of way of same said Hamilton Boulevard (U.S. #222) and also dividing the tract of the now or former RB Grange Depot LP, 5743 Hamilton Boulevard property from Tract No. 1 herein described; a bearing of North twenty-six (26) degrees thirty-eight (38) minutes twenty-eight (28) seconds West and a distance of one hundred seventy-four and sixty-five one-hundredths feet (174.65) feet to an concrete monument (found) this last line passes through a P.K. (set over a buried iron pin found) at a distance of sixteen and fifty one-hundredths (16.50) feet and passes near an iron pin (found) at a distance of fifty (50) feet; thence extending a line dividing Tract NO.2 (previous D.B.V. 1607, PG 619 as indicated on pages 6 & 7 of Document I.D. 7431475) from Tract No. 1 herein described, a bearing of North sixty-three (63) degrees twenty-one (21) minutes twenty-four (24) seconds East and a distance of fifty-five and no one-hundredths (55.00) feet to a concrete monument (set in place of an iron pin found that was buried 1' below ground level), the Place of Beginning.

CONTAINING nine thousand six hundred seven and ninety-five one-hundredths (9,607.95) square feet of land more or less.

TRACT NO.2 (Previous D.B.V. 1607, PG 619 as indicated on pages 6 & 7 of Document I.D. 7431475

BEGINNING at a concrete monument (set in place of an iron pin found that was found buried 1' below ground level), being a northwestern corner of the now or former John & Roberta Stoudnour, 5719

Hamilton Boulevard property, and also being a southwestern corner of the now and former John D. Stoudhour, 5701 Hamilton Boulevard property, and also being a southeastern corner of Tract No. 2 herein described, thence extending a line dividing Tract No. 1 (previous D.B.V. 1607, PG 617 as indicated on pages 4 & 5 of Document I.D. 7431475) from Tract No. 2 herein described, a bearing of South sixty-three (63) degrees twenty-one (21) minutes twenty-four (24) seconds West and a distance of fifty-five and no one-hundredths (55.00) feet to a concrete monument (found); thence extending a line dividing the tract of the now or former RB Grange Depot LP, 5743 Hamilton Boulevard property from Tract No. 2 herein described, a bearing of North twenty-five (25) degrees fifty-nine (59) minutes one (01) seconds West and a distance of two hundred twenty-two and fifty-two one-hundredths feet (222.52) feet to a concrete monument (set in place of an iron pin found); thence extending a line in dividing the tract of the now or former Goldco Partners from Tract No. 2 herein described, a bearing of North sixty-four (64) degrees thirty-seven (37) minutes twenty-six (26) seconds East and a distance of fifty-five and one one-hundredths (55.01) feet to a concrete monument (set in place of an iron pin found); thence extending a line dividing the tract of the same and said now or former John D. Stoudhour, 5701 Hamilton Boulevard property, from Tract No. 2 herein described, a bearing of South twenty-five (25) degrees fifty-eight (58) minutes fifty-one (51) seconds East and a distance of two hundred twenty-one and thirty-one one-hundredths feet (221.31) feet to a concrete monument (set in place of an iron pin found that was buried 1' below ground level) the Place of Beginning.

CONTAINING twelve thousand two hundred five and sixty-eight one-hundredths (12,205.68) square feet of land more or less.

BEING SUBJECT TO road right-of-way of Hamilton Boulevard (U.S. #222), any and all easements that are in chain of title including an access easement that is herein labeled as "Exhibit B" which is established from plans entitled: Preliminary/Final Subdivision Plans for Macungie Crossing, prepared by The Newton Engineering Group, P.C., dated December 21, 2005 last revised April 23, 2007.

Lehigh County Parcel # 547544458765 1

PROPERTY #2 – Auction April 25, 2023

Owner – Red Maples LLC (successor in interest to Big Bear Management)



DESCRIPTION OF PREMISES

Address:

5731 Hamilton Blvd, Allentown, PA  
Lehigh County, Pennsylvania

Parcel ID# 547544458765 001  
[The legal description follows this page]

PURCHASER'S ACKNOWLEDGMENT AND ACCEPTANCE

THE UNDERSIGNED HEREBY acknowledge(s), that this 25th day of April, 2023, I/we have become the Purchaser(s) of the subject Premises for the sum of \$ \_\_\_\_\_ and have paid to TOM HALL AUCTIONS, INC., escrow agent, the sum of \$ \_\_\_\_\_ as a deposit and in part payment of the said Purchase Price; and I/we agree to pay the balance of the Purchase Price on or before June 9th, 2023, and, in all other respects, agree to fulfill the foregoing Conditions of Sale which are incorporated herein by reference thereto.

WITNESS my/our hand(s) and seal(s) this 25th day of April, 2023.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Street or Rural Number

\_\_\_\_\_  
City State Zip

SELLER'S ACKNOWLEDGMENT

The aforesaid Purchaser(s) and Purchase Price are hereby approved.

Owner: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

RECEIPT FOR DEPOSIT MONEY

TOM HALL AUCTIONS, INC., escrow agent, hereby acknowledges receipt of the aforesaid deposit money of \$ \_\_\_\_\_.

TOM HALL AUCTIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

5731 Hamilton Blvd.

1-A REALTY, INC.  
7475 HAMILTON BOULEVARD, PO BOX 8  
TREXLERTOWN, PA 18087  
610-398-1313  
[SALES@MAYOHOMESLV.COM](mailto:SALES@MAYOHOMESLV.COM)

This Lease Contract is between you, the undersigned resident(s):

**Michaels General Construction LLC c/o Cupertino Cruz Rivera**

and us, the owner/agent:

**1-A Realty, Inc**

You've agreed to rent the property located at

**5731 Hamilton Blvd, Allentown, PA 18106**

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The single-family home will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

The terms of this tenancy shall commence on **October 1, 2022** and end on **October 1, 2023**, and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

You shall pay \$ **1,500.00** per month for rent. The first month's rent and/or prorated rent amount of \$ **3,000.00 (includes deposit)** shall be due prior to move-in.

#### **Default**

Every month thereafter, you must pay your rent on or before the 1st day of each month with **10 days** of grace period. The following late fees will apply for payments made after the grace period: Late fee rule: \$ **50.00**. A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

#### **Security Deposit**

The total security deposit at the time of execution of this Lease Contract for all residents in the single-family home is \$ **1,500.00**, due on or before the date this Lease Contract is signed. We will hold the

security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

### **Smoke Detectors**

The unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

### **Operation**

You shall maintain the premises in a neat and orderly manner and not obstruct the premises with any equipment, trash or debris except in the case of an emergency, or with the Lessor's approval. Lessees will keep the lawn mowed and the weeds under control, are responsible for snow and ice removal from the driveway and walkways; and will follow all Lower Macungie Township requirements and regulations.

You accept the single-family home, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

### **Inspection and Maintenance**

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

### **Termination of the Lease**

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address. Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to

property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

### **Cleaning**

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

### **Charges**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

### **Deposit Refund**

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) with an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

### **Replacements and Subletting**

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent. If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

### **Liability Insurance**

Tenants acknowledge that Landlord's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or other causes, nor shall LANDLORD be held liable for such losses. Tenants are hereby advised he/she is responsible, at their sole expense, to obtain their own Renters' Liability Insurance Policy, with landlord named as additional insured, and tenants must provide copies of the insurance policy to the Lessor prior to taking possession of the property.

**Repairs of Vehicles**

Mechanical repairs of vehicles are not permitted, and vehicles are not permitted to be parked on the premises if they are dripping any fluids, such as oil or antifreeze.

**Trash and Recycling**

Lessees shall be responsible for the disposal of all trash as provided by Upper Macungie Township.

**Well and Septic**

The property is serviced by a well and public sewer. Tenant is responsible for the sewer payment to Lower Macungie Township.

**Oil and Oil Tank**

Oil tank is full; tenant must leave the property with a full tank.

**Acceleration Clause**

In the event of a default the rent for the balance of the term becomes immediately due.

**Indemnification**

Lessees hereby agree to indemnify and hold Lessor and his subsidiary and affiliated companies, their officers, agents, etc., harmless from and against any and all losses, claims, damages, costs and expenses, attorney fees, injury, health issues, radon, mold, lead paint, etc. which may arise or incur.

**Excessive Noise**

Lessees agree that they will not create excess noise or commotions, such as to disturb neighbors or create a nuisance. Take special note that the house is smoke-free, and no pets are permitted unless approved in writing.

**Maintaining Property Condition**

Lessees, at the termination of said lease, shall return the premises in as good or better condition than it was when received.

**Waiver of Jury Trial**

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

**Force Majeure**

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

**Scope of Agreement**

This lease contains all presentations and agreements between the parties hereto with respect to the premises, and supersedes any and all previous, or other undertakings, whether verbal or in writing, regarding same.

Tenants may have access to the property upon:


- signing of the lease
- receipt of rent (if applicable, pro-rated @ \$50.00 per day)
- proof of insurance including Lessor named as additional insured for liability purposes
- receipt of the security deposit and current month's rent

IN WITNESS WHEREOF: the parties have hereunto set their hands and seals the day and year first above written intending to be legally bound thereby.

WITNESS:

  
Sherwood H Hallman

TENANTS:

  
Print: CuPERTINO CRUZ RIVERA  
Date: 9/16/2022

For the Landlord:

  
Rich Adams, Manager

\_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_