

# LEASE AGREEMENT

This Lease is a legally binding contract. Read it carefully. You will give up certain of your rights as a Tenant. Do not sign it until each tenant understands all of its terms. If you do not meet your Lease responsibilities, you may (1) lose your Security Deposit, (2) be forced to move out of the property, and (3) be sued for money damages.

The Landlord has made every effort to make this lease easy to read and understand. If you do not understand any part of this Lease, please ask Landlord for a written explanation before signing the Lease.

The preprinted portions of this lease have been preapproved as being in "plain language" by the Pennsylvania Attorney General. The typed or written-in portions and attachments (unless otherwise indicated) have not been reviewed by the Attorney General. In the opinion of the Office of Attorney General, a preapproved consumer contract meets the Test of Readability under 73 P.S. Section 2205 of the Plain Language Consumer contract Act. Preapproval of a consumer contract by the Office of Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contents or legality of the contract.

## LEASE INFORMATION TABLE

Landlord Name and Address Agresti Real Estate, Property Manager. - 2119 West 8th Street, Erie, PA 16505 - (814) 459-9400		
Tenant(s) Name(s) and Address(es) Sample Lease		
Rental Unit or Apartment Address / City / State Property Address	Maximum Persons 1	
Lease Term 12 Months	Lease Starting Date 8/1/2014	Lease Ending Date 7/31/2015
Monthly Rent \$675.00	Prompt Payment Discount (See paragraph 1(b) below) 0	Due Date for Rent Each Mo. 1st
Late Charges \$50.00		
Bad Check Charge \$35.00	Security Deposit 625	Pet Violation Charge per Day Per Pet \$25.00
Landlord Pays for: <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input checked="" type="checkbox"/> Ordinary Weekly Refuse Collection <input checked="" type="checkbox"/> Lawn Care <input checked="" type="checkbox"/> Snow and ice removal <input type="checkbox"/> Condominium Fee <input checked="" type="checkbox"/> Wireless Internet <input type="checkbox"/> _____	Tenant Pays for: <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Ordinary Weekly Refuse Collection <input type="checkbox"/> Lawn Care <input type="checkbox"/> Snow and Ice Removal <input type="checkbox"/> Condominium Fee <input type="checkbox"/> Tenant Responsible for Regular Cleaning <input type="checkbox"/> of Their Room and Common Areas	

## 1. RENT

(a) **Tenant** agrees to pay the **Monthly Rent** in advance on or before the **Due Date** each month. **Landlord** does not have to ask **Tenant** to pay the rent. **Tenant** agrees to pay rent by first class mail, or in person, to **Landlord** at **Landlord's Address** above, or at any future address specified by **Landlord**.

(b) If **Landlord** receives the **Monthly Rent** before the **Due Date**, and all prior rent and all other charges under this **Lease** are paid, **Tenant** may deduct the **Prompt Payment Discount** in the **Lease Information Table** above.

(c) If **Tenant** mails the rent to **Landlord**, the date of payment is the date the **Landlord** receives the rent, not the postmark date. If payment is made by check and the check is returned for insufficient funds, or for any other reason, **Tenant** will pay to **Landlord** the **Bad Check Charge** in the **Lease Information Table** as additional rent.

## 2. SECURITY DEPOSIT

(a) **Tenant** agrees to pay a **Security Deposit** in the amount indicated in the **Lease Information Table**.

(b) **Tenant** agrees to pay the **Security Deposit** to **Landlord** before the **Lease Starting Date** and before **Tenant** moves into the **Rental Unit**.

(c) **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 use the **Security Deposit** to pay for any unpaid rent or any other charges owed by **Tenant** to **Landlord**. **Landlord** will send **Tenant** a written list of damages and amounts of money taken from the **Security Deposit**.

(d) **Landlord** agrees to send any **Security Deposit** left over to **Tenant** within thirty (30) days after **Tenant** leaves and returns the keys to the **Rental Unit** to the **Landlord**.

(e) **Tenant** agrees to give **Landlord** a written forwarding address when **Tenant** leaves.

(f) **Tenant** may not use the **Security Deposit** as payment for the last month's rent.

## 3. LANDLORD'S AND TENANT'S DUTIES AT THE START OF THE LEASE

**Landlord** agrees to give **Tenant** the **Rental Unit** on the **Lease Starting Date**. If **Landlord** cannot give **Tenant** the **Rental Unit** because the previous **Tenant** is still in the **Rental Unit** or the **Rental Unit** is damaged, or for any other reason not the fault of the **Landlord**, then **Tenant** cannot sue the **Landlord**. If **Tenant** does not take the **Rental Unit** on the **Lease Starting Date**, **Landlord** can (a) rent the **Rental Unit** to another **Tenant** and keep any rent or deposits previously paid to the **Landlord** or (b) sue the **Tenant** for money damages.

**Tenant** agrees that **Tenant** has personally inspected the **Rental Unit** and finds it in good repair and in proper working order. **Tenant** accepts the **Rental Unit** "AS IS" and fit for residence.

Within five (5) days of taking possession of the **Rental Unit**, **Tenant** must provide to **Landlord** a complete written list of any defects or damages to the **Rental Unit** which existed before **Tenant** took possession. If no such list is given to

the **Landlord**, this is evidence that there were no defects or damages. **Tenant** will pay for all defects and damages not appearing on this list when **Tenant** moves out.

## 4. DAMAGE TO RENTAL UNIT

**Tenant** agrees to tell **Landlord** immediately in writing if the **Rental Unit** is damaged by fire or any other mishap. **Tenant** agrees to tell **Landlord** immediately in writing if there is any condition in the **Rental Unit** that could damage the **Rental Unit** or harm **Tenant** or others. If **Tenant** cannot live in the whole **Rental Unit** because it is damaged, **Tenant** may: (1) live in the undamaged part of the **Rental Unit** and pay less rent until the **Rental Unit** is repaired; or (2) end the **Lease** and leave the **Rental Unit**.

**Landlord** has the right to end the **Lease** and require the **Tenant** to move out if, in the opinion of the **Landlord**, necessary to repair damage resulting from a fire or other mishap.

**Tenant** agrees that if the **Rental Unit** is damaged and **Tenant** ends the **Lease**, **Landlord** has no further responsibility to **Tenant**.

## 5. INSURANCE

**Landlord** agrees to have insurance on the building where the **Rental Unit** is located. **Tenant's** personal property is not insured by **Landlord's** insurance. **Tenant** is responsible for insuring **Tenant's** own property located in the **Rental Unit**.

## 6. TRANSFER OF LEASE BY TENANT

**Tenant** agrees not to transfer this **Lease** or the **Rental Unit** to anyone else without the written permission of the **Landlord**.

If the written permission of the **Landlord** is not obtained, any other person then living in the **Rental Unit** may be removed by the police, Sheriff or constable.

**Tenant** agrees that if **Tenant** transfers this **Lease** or the **Rental Unit** to anyone else without the written permission of the **Landlord**, **Tenant** is breaking this **Lease**.

## 7. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

**Landlord** is responsible for all damages to property or injuries to people caused by **Landlord's** intentional or negligent acts at the **Rental Unit**.

**Tenant** is responsible for all damages to **Landlord's** property and injuries to people caused by the accident, intentional or negligent acts of the **Tenant**, **Tenant's** family, guests, or others.

**Tenant** agrees that **Landlord** is not responsible to **Tenant**, **Tenant's** family, or guests for damages or injuries caused by water, snow or ice that comes into the **Rental Unit**, or any other reason which is not caused by **Landlord**.

## 8. PERSONAL SECURITY

**Tenant** agrees to assume responsibility for the personal security and safety of all persons in the **Rental Unit**. Any safety or security measures are **Tenant's** responsibilities.

## 9. USE OF RENTAL UNIT BY TENANT

Tenant agrees to use the Rental Unit only as a personal residence.

Tenant agrees to obey all federal, state and local laws and regulations when using the Rental Unit.

Tenant agrees not to allow more than the Maximum Persons in the Lease Information Table to live in the Rental Unit.

No flammable, hazardous or toxic chemicals or substances are allowed in or around the Rental Unit.

No noise or activities are allowed which disturb other Tenants or neighbors.

No pets are allowed. If pets are in or around the Rental Unit, (1) Tenant is breaking this Lease, (2) Tenant will pay the Pet Violation Charge in the Lease Information Table, and (3) Landlord may remove the pet to an animal shelter or other location at Tenant's expense.

## 10. RULES AND REGULATIONS

Tenant agrees to obey all rules and regulations for the Rental Unit. If Tenant breaks any rules or regulations for the Rental Unit, Tenant breaks this Lease.

Landlord has the right to impose reasonable rules and regulations from time to time for the proper management of the property by notifying Tenant in writing.

## 11. HOW LANDLORD'S MORTGAGE AFFECTS THIS LEASE

A mortgage occurs when a person borrows money from a bank or other lender, and pledges property as security for the loan. That means the property is mortgaged. If the borrower does not pay back the loan, the lender can take the property. Usually, the lender will then try to sell the property to get the loan money back. Sometimes it is difficult for the lender to sell a property that is occupied by a Tenant, so lenders usually require Landlords to give them the right to end any leases if they take back a mortgaged property because of the Landlord's nonpayment of the loan.

Tenant agrees that Landlord has the right to mortgage the Rental Unit. The Rental Unit may already be mortgaged now, or in the future. Tenant agrees that if the Rental Unit is taken by Landlord's lender because of nonpayment of a mortgage loan, then Landlord's lender will have the right to end this Lease, and require Tenant to move out.

Tenant gives Landlord the right to sign any document, for and in the name of the Tenant, which is required by Landlord's lender to give the lender the right to end this Lease.

## 12. CARE OF RENTAL UNIT

Tenant is responsible for, and will take good care of, the Rental Unit and all of the property in and around it. Tenant agrees to shampoo all carpets as needed and keep the entire Rental Unit and all appliances clean and trash free during this Lease. Tenant agrees to pay for any damage caused by Tenant, Tenant's family, or guests as additional rent. Tenant agrees to turn over the Rental Unit and all of Landlord's personal property when the Lease ends in as good condition as when Tenant first took the Rental Unit, except for normal wear. Tenant agrees to shampoo

all carpets, clean all appliances, clean the Rental Unit and remove all trash at the end of this Lease.

**NAILS.** No nails, screws or tacks are allowed in the walls or woodwork without Landlord's permission. Picture or other items are allowed on the walls only by a method approved by Landlord.

**CARS.** Tenant will not permit any cars or vehicles on the lawn or on areas around the Rental Unit where they are not intended or permitted. No junk, disabled cars or cars or vehicles with expired registration or inspection stickers are permitted in, on or around the Rental Unit. Tenant will permit Landlord to remove any such cars or vehicles at Tenant's expense. Tenant will not sue Landlord for any liability or for any damages caused by this removal.

**HEAT.** If Tenant is responsible for or can control the heat, Tenant will keep the Rental Unit heated at all times during the heating season. If Tenant fails to do so, Tenant will pay for any damages.

**SNOW.** If Tenant is responsible to provide Snow and Ice Removal, as indicated in the Lease Information Table, then Tenant will at all times keep the sidewalks and driveways next to the Rental Unit clear from ice and snow. If Tenant fails to do so, Tenant will pay for any damages and injuries.

**LAWN CARE.** If Tenant is responsible to provide Lawn Care, as indicated in the Lease Information Table, then Tenant must keep the lawn mowed and edged every week during the growing season. Tenant will keep all shrubs adjoining the Rental Unit neatly trimmed.

## 13. SMOKE DETECTORS

Tenant must inspect and test the operation of all smoke detectors in the Rental Unit during this Lease and replace and inspect batteries to keep the smoke detectors working at all times.

## 14. LANDLORD'S RIGHT TO ENTER RENTAL UNIT

Landlord and persons allowed by Landlord have the right to enter the Rental Unit at reasonable times. Landlord will try to tell Tenant at least twenty-four (24) hours before entering. Tenant may not unreasonably stop Landlord from entering. No advance notice is required if emergency repairs are required.

Landlord and persons allowed by Landlord have the right to (1) inspect, (2) make repairs, (3) do maintenance, (4) label for rent or sale, and (5) show the Rental Unit during the Lease Term.

## 15. UTILITIES AND OTHER SERVICES

Tenant agrees to pay the costs for utilities and other services which are Tenant's responsibility in the Lease Information Table. Those items which are indicated as Landlord's responsibility will be provided by the Landlord.

Tenant agrees to pay for all utilities and services not listed in the Lease Information Table.

Landlord has the right to temporarily turn off any utility or other services to the Rental Unit in order to make repairs or to do maintenance.

If the Water and/or Sewer charges are the responsibility of

**Tenant, Landlord** will pay these charges and bill **Tenant** for the cost. **Tenant** will reimburse **Landlord** for these charges as additional rent within ten (10) days after receiving the bill.

#### 16. EMINENT DOMAIN

Eminent domain is the legal name for the right of a government to take private property for public use.

If all or any part of the **Rental Unit**, or the building which contains the **Rental Unit**, is taken by the government, **Landlord** is allowed to end this **Lease**. All money paid by the government belongs to the **Landlord**.

#### 17. WHEN TENANT STAYS IN THE RENTAL UNIT AFTER THE END OF THE LEASE

If **Tenant** does not leave and remove their belongings at the **Lease Ending Date** and **Landlord** accepts any rent payment, then this **Lease** will be renewed for another full **Lease Term** as shown in the **Lease Information Table**.

**Landlord** may offer to renew or extend this **Lease** for an increased **Monthly Rent** or on different terms and conditions. If **Landlord** does so, and accepts rent after the **Lease Ending Date**, the **Lease** will be renewed at the increased **Monthly Rent** and different terms and conditions. Unless **Landlord** offered a different **Lease Term**, the **Lease** continues for the same **Lease Term** in the **Lease Information Table**.

If **Tenant** stays in the **Rental Unit** after the **Lease Ending Date** and does not sign a new **Lease Agreement**, **Landlord** can end the **Lease** by giving **Tenant** ten (10) days written notice. Death of either the **Landlord** or the **Tenant** does not affect or end this **Lease**.

#### 19. LANDLORD'S RIGHT TO END LEASE

**Landlord** may end this **Lease** at any time by giving thirty (30) days written notice to the **Tenant**.

#### 20. TENANT'S RIGHT TO END LEASE

If **Tenant** did not violate (break) this **Lease**, **Tenant** has the right to end this **Lease** at the end of any month by giving **Landlord** thirty (30) days written notice. When the notice is given, **Tenant** must pay **Landlord** an amount equal to two (2) additional months rent to end the **Lease**. **Tenant** will comply with all other parts of this **Lease**, including payment of **Monthly Rent**, until the **Lease** ends.

#### 21. REPAIRS

**Landlord** is required to perform only the following repairs: (1) roof, (2) foundation, (3) structure, or (4) as otherwise required by law. **Tenant** will immediately tell **Landlord** in writing if any such repairs are needed.

The **Landlord** does not have to make any repairs to the plumbing or electrical fixtures which break or need repairs caused by **Tenant**, **Tenant's** family or guests.

**Tenant** must perform all other repairs.

**Tenant** cannot reduce their **Monthly Rent** because of any inconvenience or discomfort caused by repairs made by **Landlord**, or for **Landlord's** failure to provide any service or utility not through the fault of the **Landlord**.

#### 22. CHANGES MADE BY TENANT

No changes to the **Rental Unit** by **Tenant** are allowed without **Landlord's** written consent. When **Tenant** moves out, **Landlord** may keep, remove or repair any such changes. The cost of removal or repairs and the cost of restoring the **Rental Unit** is the responsibility of the **Tenant**.

**Tenant** will not change the locks in the **Rental Unit** or install any additional locking devices without **Landlord's** written permission. If any locks are changed or installed by **Tenant**, **Tenant** must give **Landlord** a duplicate set of keys.

#### 23. VIOLATIONS OF THIS LEASE

If there are two or more **Tenants** to this **Lease**, this is a joint and several **Lease**. That means that all the **Tenants** as a group and each of the **Tenants** as an individual are responsible to **Landlord** for all of the provisions of this **Lease**. For example, if the rent is not paid in full, **Landlord** can sue all of the **Tenants** (jointly) for any unpaid rent, or, **Landlord** can sue any one **Tenant** separately (severally), even the **Tenant** who already paid partial rent, for all of the remaining unpaid rent.

**Tenant** violates (breaks) this **Lease** if **Tenant**, **Tenant's** family or guests:

(1) Lied or made any untruthful statements in their rental application, whether written or verbal; (2) Fails to pay **Monthly Rent** or other charges to **Landlord** on time; (3) Leaves the **Rental Unit** without the **Landlord's** permission before the end of the **Lease**; (4) Does not: (a) leave the **Rental Unit**; (b) remove all of their belongings; and (c) return the keys to the **Rental Unit** to the **Landlord** at the end of the **Lease**; (5) Fails to obey all rules and regulations for the **Rental Unit** as provided from time to time by **Landlord** to **Tenant**; (6) Is convicted for or possesses any drugs within the **Rental Unit** or not, or applies for any "Prevention Without Verdict" or "Accelerated Rehabilitation Disposition" Program; or (7) Does not obey all the requirements of this **Lease Agreement**.

#### 24. NOTICE OF VIOLATION

If **Tenant** violates (breaks) the **Lease** by failing to pay rent or other charges to **Landlord** in full on time, **Landlord** will serve on **Tenant** a five (5) day NOTICE TO QUIT or EVICTION NOTICE. The NOTICE shall be given to the **Tenant**, posted on the **Rental Unit**, or otherwise served as allowed by law. This NOTICE means that the **Landlord** may file a Complaint in Court for the rent or to remove **Tenant** from the **Rental Unit**, or both. **Landlord** cannot file the Complaint if **Tenant** pays the rent or other charges in full within the five (5) days.

If **Tenant**, **Tenant's** family or guests violate (break) the **Lease** in any other way, **Tenant** gives up the right to receive any NOTICE TO QUIT or EVICTION NOTICE. This means that the **Landlord** may file a Complaint in Court to remove **Tenant**, **Tenant's** family and guests without first telling the **Tenant**.

#### 25. REMEDIES AVAILABLE TO LANDLORD IF TENANT VIOLATES (BREAKS) LEASE

If **Tenant**, **Tenant's** family or guests violate (break) this **Lease**, the **Landlord** may sue:

(1) To collect past due rent, late charges and any other money owed; (2) To remove the Tenant and all others from the Rental Unit; (3) To collect for all damages to the Rental Unit, including withholding Tenant's wages for damages; (4) To collect for unpaid rent until the Lease Ending Date or until another person rents the Rental Unit; (5) To collect all costs and expenses caused because Tenant violated (broke) this Lease, including:

- (a) Utilities otherwise payable by Tenant; (b) Advertising;
- (c) Attorney's fees; (d) Court costs; (e) A reasonable fee to Landlord (i) to show the Rental Unit to new Tenants; (ii) to review and approve any new Tenant, and (iii) to prepare a new lease.

Landlord also has the right to seek any other remedies allowed by law.

**26. PERSONAL BELONGINGS OF TENANT**

If it reasonably appears during the Lease Term that Tenant permanently left the Rental Unit, Landlord can throw out any of Tenant's belongings left behind. In that case, Landlord is not responsible for the value of such belongings.

If Tenant is in jail, or in a mental health unit, and fails to make arrangements with Landlord to remove their belongings, Landlord can throw out their belongings left in the Rental Unit. In that case, Landlord is not responsible for the value of such belongings.

Any personal property or belongings left in the Rental Unit at the Lease Ending Date can be thrown out by Landlord. In that case, Landlord is not responsible for the value of such belongings.

Tenant agrees that all personal goods placed in or on the Rental Unit belong to the Tenant. Tenant will protect Landlord against any claims made by other people regarding any such personal goods.

**27. LEAD-BASED PAINT DISCLOSURE**

See Attachment A.

**28. TENANT GIVES UP RIGHTS BY SIGNING THIS LEASE**

Tenant gives up the following legal rights:

(a) In Section 24, the Tenant agrees that the Landlord must give the Tenant either five (5) days notice or no notice to leave the Rental Unit for breaking the Lease. The Tenant gives up the right to receive a longer notice to leave the property for breaking the Lease.

(b) In Section 11, the Tenant agrees that if the Rental Unit property is sold by the bank because Landlord did not pay the mortgage, the buyer can end this Lease. The Tenant gives up the right to have the Lease continue if that happens.

**29. ENTIRE AGREEMENT**

Everything Landlord and Tenant have agreed on is in this Lease Agreement and its Attachment(s). The Landlord and Tenant can change any part of this Lease only if they both sign a written agreement to do so.

**THE ATTACHMENTS TO THIS LEASE ARE:**

Attachment A - Lead-based Paint Disclosure

All Rent Checks will be made to the Property Owner "Agresti Real Estate" and mailed to:  
2119 West 8th Street, Erie, PA 16505

**THE LANDLORD AND THE TENANT ALSO AGREE AS FOLLOWS:**

No Paper Towels, Grease, Coffee Grounds, Sanitary Napkins, or Smoking Materials in Drains or Toilets.

Plumbing Repairs necessitated by Tenant's neglect shall be at Tenant's Expense.

There is No Smoking or Pets Allowed on Property at Any Time.

By signing this Lease, each Tenant has read the entire Agreement and understands all of it. Each Tenant received a copy of this Lease.

Landlord

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

Dated: \_\_\_\_\_

Tenant(s)

(X)

\_\_\_\_\_

Dated: (X) \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**DISCLAIMER**

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**ATTACHMENT A  
Disclosure of Information on Lead-Based Paint  
and Lead-Based Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure (initial)**

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards. (check one below)

Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the Landlord (check one below)

Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment (initial)**

\_\_\_\_\_ (c) Tenant has received copies of all information listed above.

\_\_\_\_\_ (d) Tenant has received the pamphlet "Protect Your Family from Lead in Your Home".

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following persons have reviewed the information above and certify, to the best of their knowledge, that the information provided by them is true and accurate.

_____	_____	<input checked="" type="checkbox"/>	_____	<input checked="" type="checkbox"/>
Landlord	Date	Tenant	Date	
_____	_____	_____	_____	
Landlord	Date	Tenant	Date	
_____	_____	_____	_____	
Tenant	Date	Tenant	Date	
_____	_____	_____	_____	
Agent	Date	Tenant	Date	

The preprinted portions of this Lease Attachment A have been preapproved as being in "plain language" by the Pennsylvania Attorney General. The typed or written-in portions have not been reviewed by the Attorney General. In the opinion of the Office of Attorney General, a preapproved consumer contract meets the Test of Readability under 73 P.S. Section 2205 of the Plain Language Consumer contract Act. Preapproval of a consumer contract by the Office of Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contents or legality of the contract.