

[[(4)]] (3) A PROVISION PROVIDING FOR A PENALTY FOR THE LATE PAYMENT OF RENT IN EXCESS OF 5% OF THE AMOUNT OF RENT DUE FOR THE RENTAL PERIOD FOR WHICH THE PAYMENT WAS DELINQUENT. IN THE CASE OF LEASES UNDER WHICH THE RENT IS PAID IN WEEKLY RENTAL INSTALLMENTS A PENALTY OF \$5 MAY BE CHARGED FOR THE LATE PAYMENT OF RENT. HOWEVER, SUCH LATE PENALTIES SHALL CONSTITUTE, IN THE AGGREGATE, NO MORE THAN \$10 PER MONTH.

[[(5)]] (4) ANY PROVISION WHEREBY THE TENANT WAIVES HIS RIGHT TO A JURY TRIAL.

[[(6)]] (5) ANY PROVISION WHEREBY THE TENANT AGREES TO A PERIOD REQUIRED FOR LANDLORD'S NOTICE TO QUIT LESS THAN THAT PROVIDED BY APPLICABLE LAW; PROVIDED, HOWEVER, THAT NEITHER PARTY IS PROHIBITED HEREBY FROM AGREEING TO A LONGER NOTICE PERIOD THAN THAT REQUIRED BY APPLICABLE LAW.

[[(7)]] (6) ANY PROVISION AUTHORIZING THE LANDLORD TO TAKE POSSESSION OF THE LEASED PREMISES, OR THE TENANT'S PERSONAL PROPERTY THEREIN[[,]] { UNLESS THE LEASE HAS BEEN TERMINATED BY ACTION OF THE PARTIES OR BY OPERATION OF LAW, AND SUCH PERSONAL PROPERTY HAS BEEN ABANDONED BY THE TENANT[[,]] } WITHOUT THE BENEFIT OF FORMAL LEGAL PROCESS.

[[(8)]] IN ANY LEASE WHERE THE RENT RESERVED FOR THE BENEFIT OF THE LANDLORD IS IN AN AMOUNT AND FOR A PERIOD GREATER THAN THE PRO RATA RENTAL INSTALLMENTS PAYABLE BY THE TENANT, A PROVISION PROVIDING THAT, UPON TENANT'S DEFAULT UNDER THE TERMS OF THE LEASE (INCLUDING, BUT NOT LIMITED TO, FAILURE TO PAY SUCH PRO RATA RENTAL INSTALLMENT WHEN DUE), THE ENTIRE BALANCE OF THE RENT RESERVED FOR THE BENEFIT OF THE LANDLORD THEREUNDER SHALL BECOME IMMEDIATELY DUE AND PAYABLE.]]

(B) GENERAL PROVISIONS.

(1) IF ANY LEASE SHALL CONTAIN A PROVISION CALLING FOR AN AUTOMATIC RENEWAL OF THE LEASE TERM UNLESS PRIOR NOTICE IS GIVEN BY THE PARTY OR PARTIES SEEKING TO TERMINATE THE LEASE, ANY SUCH PROVISION SHALL BE DISTINCTLY SET APART FROM ANY OTHER PROVISION OF THE LEASE AND PROVIDE A SPACE FOR THE WRITTEN ACKNOWLEDGEMENT OF TENANT'S AGREEMENT TO THE AUTOMATIC RENEWAL PROVISION, EXCEPT LEASES CONTAINING AN AUTOMATIC RENEWAL PERIOD OF ONE (1) MONTH OR LESS. ANY SUCH PROVISION NOT SPECIFICALLY ACCOMPANIED BY EITHER THE TENANT'S INITIALS, SIGNATURE, OR WITNESSED MARK, SHALL BE UNENFORCEABLE BY THE LANDLORD.

(2) NO PROVISION OF THIS SECTION SHALL BE DEEMED TO BE A BAR TO THE APPLICABILITY OF SUPPLEMENTARY RIGHTS