

STUDENT HOUSING LEASE



This is a binding document. Read carefully before signing.

General Lease Provisions

- 1. PARTIES.** This lease (sometimes referred to as the "Lease") is between you, the tenant ("You"):

Srivenkatesh Nair

and us, the owner ("Us" or "Owner"): **APEX Property Owner, LLC**

(name of apartment community or title holder).

- 2. APARTMENT.** You are renting:

Apartment No. **1528-A**,
 Bedroom No. **A**, or
 Floor Plan _____

at **380 John Street #1528**

(street address) in **Rochester**
(city), New York, **14623** (zip code) (the "Apartment")
for use as a private residence only.

When this Lease Contract is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

- 2.1. Use and Occupancy.** Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other tenant, and we are under no obligation to perform any tenant screening of any kind, including credit, prior tenant history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other tenants have equal rights to use the space and amenities in the apartment common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

- 2.2. Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

- 3. TERM.** The term of the Lease begins on the 1st day of **August** **2023** (year), and ends at noon the 31st day of **July**, **2024** (year).
This Lease does not automatically renew.

- 3.1. Suffolk County Tenants.** You have the right to a minimum lease term of one (1) year, which right may be waived by you, in writing, by election of a tenancy on a month to month basis by signing the attached Short-Term Lease Addendum.

- 3.2. Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date of expiration or termination date of this Lease or the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (A) payment of use and occupancy is due in advance on a

daily basis and may become delinquent without notice or demand; (B) the amount of the monthly use and occupancy shall be not less than the last month's rent, without notice; and (C) at our option, we may extend the lease term on a monthly basis, or we may immediately commence an action or proceeding in a court of competent jurisdiction to regain possession of the premises. In any action or proceeding, you will be liable for reasonable attorney's fees, costs and disbursements.

- 4. RENT AND CHARGES.** Your rent for the term is \$ **11820.00**.

Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in **12** installments of \$ **985.00** each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all tenants.

We may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Paragraph 9 (Early Move-Out) and Paragraph 25 (Default by Tenant) apply under this paragraph. **You must pay your installments on or before the first (1st) day of the month in which they are due. There is no grace period, and you agree that not paying by the first (1st) of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

- 4.1. Payments.** You will pay your rent:

at the onsite manager's office
 through our online payment site
 at _____

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one (1) monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent and late charges are due without demand, and all other sums are due upon our demand.

- 4.2. Application of Money Received.** When we receive money, other than utility payments subject to government regulation, we may apply it at our option, and without notice, first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.

- 4.3. Utilities and Services.** We'll pay for the following if checked:

gas water wastewater
 electricity trash/recycling cable/satellite
 Internet stormwater/drainage government fees
 other Internet

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of tenants authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

- 4.4. Late Charges.** If you don't pay rent in full by 11:59 p.m. by the fifth (5th) day of the month, you'll pay a late charge of \$ \$50.00. Your late charge will be capped at the lesser of five percent (5%) of the monthly rent or \$50.00. You'll also pay a charge of \$ 20.00 for each returned check or rejected electronic payment ("NSF charges"), plus the late charge.

The late charge is a cost to you to reimburse us for the time our staff will expend in bookkeeping, notices and late charges incurred on our obligations, etc. and not as a penalty. Late charges are to be considered additional rent and not interest or a penalty. All charges under the Lease, including but not limited to, late charges, NSF charges, utility charges, and attorney's fees, shall be considered additional rent and we shall have the same remedies as we have for the non-payment of rent. In the event additional municipal taxes or fees are assessed, current or not yet enacted, then we retain the right to charge you all such sums, to the extent authorized by applicable law. All payment obligations under this Lease shall constitute rent under this Lease.

- 4.5. Ad Valorem Taxes/Fees and Charges - Additional Rent.** Unless otherwise prohibited by law, if, during the term of this Lease Contract, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other emergency services, per person, or per apartment charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.
- 4.6. Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

- 5. SECURITY DEPOSIT.** Your security deposit is \$ _____ due on or before the date this Lease Contract is signed. You may be required to pay a security deposit for all of your obligations under this Lease. In the event you are required to pay a security deposit, it shall serve as partial security for all tenant's obligation under this Lease. The security deposit will not be our limit of damages if you violate the Lease. Security deposit will be deposited into a separate interest bearing security account. At your option, the interest earned, less 1% administrative fee retained by us, shall be applied for the rental of this Apartment, or held in trust until repaid, or annually paid to you. The name and address of the financial institution that will hold your security deposit is _____

Any animal deposit will be stated in an animal addendum.

- 5.1. Refunds and Security Deposit Deductions.** *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than fourteen (14) days after surrender or abandonment, unless statutes provide otherwise. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services or rental items (if you so request or

have moved out); trips to open the apartment when you or any guest or occupant is missing a key; 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 under Paragraph 28 (Surrender and Abandonment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Paragraph 20 (Animals); government fees or fines against us for violation (by you, your occupant(s), or guest(s)) of local ordinances relating to smoke or carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus reasonable attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease.

You'll be liable to us for (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; *and* (B) a reletting fee if you have violated Paragraph 9 (Early Move-Out). *We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.*

- 6. GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than tenants and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than 2 consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days will be the limit.*

- 6.1. Exclusion of Persons.** We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other tenants, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a tenant, occupant, or guest of a specific tenant in the community.

- 7. CARE OF APARTMENT/COMMON AREAS AND DAMAGES.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; *and* (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each tenant is jointly and severally liable with the other co-tenants of the Apartment for all Lease Obligations relating to any shared areas and utilities (if applicable). All tenants will be jointly responsible for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Tenant, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other tenants, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury.

8.1. Renter's Insurance Requirement

You are:

- required to buy and maintain renter's insurance; **or**
- not required to buy renter's insurance.

8.2. Personal Liability Insurance Requirement

You are:

- required to purchase and maintain personal liability insurance; **or**
- not required to buy liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. We urge all tenants to obtain flood insurance—particularly those tenants in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

9. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ 985.00 (not to exceed 100% of the highest of your installment amount during the Lease Contract term) if you (A) fail to give written move-out notice as required; or (B) move out without paying rent in full for the entire Lease Contract term or renewal period; or (C) move out at our demand because of your default; **or** (D) are judicially evicted.

The reletting charge is not a cancellation fee nor a buyout fee and does not release you from your obligations under this Lease. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

10. SECURITY AND SAFETY DEVICES.

10.1. Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute. We may install additional detectors not so required. **We'll test them and provide working batteries when you first take possession.** Upon

request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability. You must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. **If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one (1) month's rent, actual damages, and attorney's fees.**

10.2. Duty to Report. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable either the smoke detectors nor the carbon monoxide detectors. You will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

11. DELAY OF OCCUPANCY. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous tenant's holding over. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; **and** (2) your right to terminate as set forth below.

After termination, you are entitled only to refund of deposit(s) you paid and any rent you paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

(a) If we give written notice to you after the initial term as set forth in paragraph 3 (Term)—and the notice states that occupancy has been delayed because of a construction or a previous tenant's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within three (3) days of your receiving the notice, but not later.

(b) If we give written notice to you before the beginning of the initial term as set forth in paragraph 3 (Term) and the notice states that a construction delay is expected and that the Apartment will be ready for you to occupy on a specific date, you may terminate the Lease within seven (7) days after you receive such written notice, but not later. The readiness date is considered the commencement date of the new initial term as set forth in paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree. Additionally, the scheduled Lease expiration date shall not be changed unless we and you agree. This paragraph shall be deemed to be "an express provision to the contrary" as provided in "RPL" Section 223-a.

Tenant Life

12. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on page 1 of this Lease.

12.1. Photo/Video Release. When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

12.2. Limitations on Conduct. Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms,

storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in all other common areas. Within the apartment community you, your occupant(s), and your guest(s) must not use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside. You, your occupants, and your guests must not solicit business or contributions. Unless permitted by law conducting any kind of business in your apartment or in the apartment community is prohibited. You are responsible for the actions and behavior of your guests and the violation of the rules and regulations by your guests is attributable to you and you will be considered in violation of the terms and conditions of this Lease. We may regulate:

- (a) the use of patios, balconies, and porches;
- (b) the conduct of furniture movers and delivery persons; **and**
- (c) recreational activities in common areas.

You'll be liable to us for damage caused by you or any guests or occupants. You may not permit any window in the apartment to be cleaned from the outside in violation of Section 202 of the NYS Labor Law.

12.3. Notice of Convictions and Registration. You agree to notify us if you or any occupants are convicted of any crime involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

12.4. Attendance and Enrollment. We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

13. PROHIBITED CONDUCT.

(A) You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:

- (1) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (2) behaving in a loud or obnoxious manner;
- (3) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (4) disrupting our business operations;
- (5) storing anything in closets having gas appliances;
- (6) tampering with utilities or telecommunications;
- (7) bringing hazardous materials into the apartment community;
- (8) using windows for entry or exit; **or**
- (9) heating the apartment with a gas-operated cooking stove or oven.

(B) You may not engage in a persistent and continuing course of conduct evidencing an unreasonable or unlawful use of the property to the annoyance, inconvenience, discomfort or damage of others, the primary purpose of which is intended to harass the owner or other tenants or occupants of the property or adjacent property by interfering substantially with their comfort or safety.

14. PARKING. We may regulate the place of parking all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone. Motorcycles, motorized bikes, or scooters, may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (a) has a flat tire or other condition rendering it inoperable;
- (b) is on jacks, blocks or has wheel(s) missing;
- (c) has no current license plate or no current registration and/or inspection sticker;
- (d) takes up more than one parking space;
- (e) belongs to a tenant or occupant who has surrendered or abandoned the apartment;
- (f) is parked in a marked handicap space without the legally required handicap insignia;
- (g) is parked in space marked for manager, staff, or guest at the office;
- (h) blocks another vehicle from exiting;
- (i) is parked in a fire lane or designated "no parking" area;
- (j) is parked in a space marked for other tenant(s) or apartment(s);
- (k) is parked on the grass, sidewalk, or patio;
- (l) blocks garbage trucks from access to a dumpster; **or**
- (m) belongs to a tenant and is parked in a visitor or retail parking space.

15. RELEASE OF TENANT. Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

15.1. EARLY TERMINATION BY SENIOR CITIZENS OR INDIVIDUALS WITH A DISABILITY OR VICTIMS OF DOMESTIC VIOLENCE. You may terminate your tenancy if you are a senior citizen or individual with a disability and are permanently relocating to a subsidized senior citizen housing facility, subsidized assisted living or a nursing home, or moving to a residence of a family member, or a victim of domestic violence and otherwise satisfy the provisions of RPL Sections 227-a or 227-c, as applicable. You must pay all rent and additional rent up to the date you move from the Apartment.

16. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

17. TENANT SAFETY AND LOSS. You and all occupant(s) and guest(s) must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

We are not liable to you, other tenants or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes. We're not liable to you, other tenants, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence, unless otherwise required by law. *We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice, except as otherwise provided by law.* During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and others property. If you ask our representatives to perform services not contemplated in this Lease, you will indemnify us and hold us harmless from all liability for those services.

17.1. Crime or Emergency. You acknowledge that we are not equipped or trained to provide personal security services to you, other tenants or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

17.2. Fire and Casualty.

- (a) If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under (c) below or by you under (d) below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- (b) Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph (c) below.
- (c) After a fire, accident or other casualty in the building, Owner may decide to tear down the building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this whether or not the Apartment has been damaged, by giving you written notice of this decision within thirty (30) days after the date when the damage occurred. If the Apartment is usable when Owner gives you such notice, this Lease will

end sixty (60) days from the last day of the calendar month in which you were given the notice and if the apartment is not usable, this Lease shall end ten (10) days after you are given such notice.

- (d) If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, you may give Owner written notice that you end the Lease. If you give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and pro-rate the portion of rents paid for the month in which the casualty happened.
- (e) Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, you and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way subrogation.
- (f) This paragraph replaces the provision of Real Property Law §227 and shall be deemed an express agreement to the contrary as contemplated therein.

17.3. Sprinkler System.

Leased premises does does not have an operative sprinkler system. If operative, it was last maintained and operated on _____.

18. CONDITION OF THE PREMISES AND ALTERATIONS.

- 18.1. As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. After you sign this lease, but before you move in, you will be given the opportunity to inspect the Apartment with us to determine the condition of the Apartment. If you choose to perform such inspection, You will execute a written agreement with us before You move in attesting to the condition of the Apartment and specifically noting any existing defects or damages. When you vacate the Apartment, we may not retain any portion of your security deposit because of any defect or damages noted in such agreement.

- 18.2. Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke or carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices, nor to construct any additional non-structural walls, or make any changes to existing non-structural walls, in the apartment. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

19. REQUESTS, REPAIRS, AND MALFUNCTIONS.

- 19.1. Written Requests Required.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST TO US—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—it must be submitted through either the online tenant/maintenance portal, or signed and in writing and delivered to our designated representative (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

- 19.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks or excessive moisture; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

- 19.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.

- 19.4. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the Lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

20. ANIMALS.

- 20.1. No Animals Without Consent.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless we've so authorized in writing. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

- 20.2. Violations of Animal Policies and Charges.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

- 21. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (b) below may peacefully enter the apartment at reasonable times for the purposes listed in (b) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) in emergencies if:
- (a) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; **and**
 - (b) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; stopping excessive noise; removing health or safety hazards (including hazardous materials in accordance with applicable law); retrieving property owned or leased by former tenants; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing the apartment to prospective tenants; or showing to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and our lenders; appraisers, contractors, prospective buyers, or insurance agents.
- 22. NOTICES.** At our option, notices and requests from you or any other tenant or occupant of the apartment constitute notice from all tenants. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.
- 23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENT.** You are not permitted to assign this Lease, or sublet the Apartment except in accordance with Section 226-b of the New York State Real Property Law. If you wish to replace a tenant, same is allowed only if we expressly consent in writing.
- 23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:
- (a) be in compliance with all terms of this Lease;
 - (b) execute a new lease or other agreement for the space to which you are transferring;
 - (c) complete all required forms;
 - (d) pay a new security deposit in advance if required; and
 - (e) pay transfer fee of \$ **350.00** in advance if you are moving from one apartment to another or \$ **175.00** in advance if you are moving from one exclusive space to another in the same apartment.
- Under no circumstances will we be responsible for paying your moving costs.
- 23.2. Relocation.** We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Apartment community. We will pay for rekeying if we require you to relocate.
- 23.3. Replacement.** If we consent to a replacement tenant, and you receive our written consent, then:
- (a) a reletting charge will not be due;
 - (b) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; **and**
 - (c) the departing and remaining tenants will remain liable for all lease obligations for the rest of the original lease term.
- If we approve a replacement tenant, then, at our option, that tenant must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing tenant will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease is signed.
- 23.4. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

Owner's Rights and Remedies

- 24. OUR RESPONSIBILITIES.** We'll act with customary diligence to:
- (a) keep common areas reasonably clean, subject to Paragraph 18 (Condition of the Premises and Alterations);
 - (b) maintain fixtures, hot water, heating and air-conditioning equipment;
 - (c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; **and**
 - (d) make all reasonable repairs, subject to your obligation to pay for damages and items for which you are liable.
- 25. DEFAULT BY TENANT.**
- 25.1. Acts of Default.** You'll be in default under this Lease if you or any guest or occupant violates any terms of this Lease including but not limited to the following violations (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your apartment; **or** (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.
- 25.2. Eviction.**
- (a) If you default in any of the above ways, except for non-payment of rent or breach of Tenant's obligations under Paragraph 13B (Prohibited Conduct), or commit any of the violations set forth in Paragraphs 25.1. (Default by Tenant - Acts of Default) (C), (D), (E), and (F) above, for which no such notice is required to be given, we may serve you with a written notice to stop or correct the specified default within ten (10) days. You must then either stop or correct the default within ten (10) days, or, if the default is of the nature that it cannot be cured within ten (10) days, you must begin to correct the default within ten (10) days and continue to do all that is necessary to correct the default as soon as possible.
 - (b) If you do not stop or begin to correct a default within ten (10) days, or if the default is of the nature that it cannot be cured within ten (10) days, you fail to begin to correct the default within ten (10) days or fail to continue to do all that is necessary to correct the default as soon as possible, or if a default occurs under paragraph 13B (Prohibited Conduct), or Paragraphs 25.1. (C), (D), (E), and (F), Owner may give You a written notice that this Lease will end six (6) days after the date the second written notice is sent to You. At the end of the six (6)-day period, this Lease will end. You then must move out of the apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in this Paragraph 25.2. (Default by Tenant - Eviction).

- (c) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within fourteen (14) days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (1) enter the apartment and retake possession of it if You have moved out; or (2) go to court and ask that You and all other occupants in the apartment be compelled to move out.
- (d) Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.
- (e) If you are evicted, you must leave the Apartment and cannot live in another bedroom or anywhere else in the apartment. ***In an eviction, rent is owed for the full rental period and will not be prorated.***

25.3. Other Remedies. If your rent is delinquent and we give you five (5) days' prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in Paragraph 34 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and/or termination of your right to possession, without terminating this Lease, and all other remedies available under applicable state laws. Unless a party is seeking exemplary, punitive, special or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs which sums are considered additional rent and may be sued for in the original action. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 9% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

25.4. Default by Other Tenants. If there is a default by another tenant, it may not be possible to prevent their occupancy of the Apartment during legal proceedings.

26. OTHER IMPORTANT PROVISIONS.

26.1. Representatives' Authority; Waivers; Notice.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. 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 requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed.

26.2. Entire Agreement. Neither we nor any of our representatives have made any oral promises, representations, or agreements.

26.3. Waiver of Jury Trial and Counterclaim. To minimize legal expenses and, to the extent allowed by law, you and we agree to give up the right to a trial by jury in any lawsuit based on statute, common law, and/or related to this Lease. This agreement to give up the right to trial by jury does not include claims for personal injury or

property damage. You specifically waive your right to bring a counterclaim in any summary proceeding for non-payment of rent or a summary holdover proceeding.

26.4. Miscellaneous.

- (a) Exercising one remedy won't constitute an election or waiver of other remedies.
- (b) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- (c) All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- (d) This Lease binds subsequent owners.
- (e) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
- (f) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- (g) This Lease is subordinate or superior to existing and future recorded mortgages, at lender's option.
- (h) All lease obligations must be performed in the county where the apartment is located.
- (i) Except to the extent mandated by applicable law, we have made no representations or warranties concerning the apartment, and we deny any express or implied warranties have been made unless required by applicable law.
- (j) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- (k) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- (l) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.

26.5. Rooming House. In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

26.6. Force Majeure. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your Lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all tenants, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

26.7. Bills and Notices.

(A) Notices to you. Any notice from us or our attorney will be considered properly given by us to you if (A) is in writing; (B) is signed by us or in our name or the name of our agent or attorney; and (C) is addressed to you at the Apartment and delivered to you personally or sent by registered or certified mail to you at the Apartment. The date of service of any written notice by us to you under this Lease is the date of mailing of such notice or, if not mailed, the date of delivery of the notice to the Apartment. Notice by us to one person named as a tenant shall be as though given to all tenants of the Apartment.

(B) Notices to us. If you wish to give a notice to us, you must write it and deliver it or send it by registered or certified mail to us at the following address:

380 John St, Rochester, NY 14623

or at another address of which we or our agent or attorney has given you written notice. The signatures of all tenants in the Apartment are required on every notice by you.

End of the Lease

- 27. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless you and we both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges under Paragraph 9 (Early Move-Out). You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. You must give us and the U.S. Postal Service, in writing, each tenant's forwarding address.
- 27.1. Cleaning.** Before you move out, you must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 27.2. Move-Out Inspection.** If you give at least two (2) weeks notice, you may request an inspection before vacating the apartment and you have the right to be present at such inspection. If you make such request, the inspection shall be made no earlier than two (2) weeks before the end of the tenancy and we shall provide at least 48 hours written notice of the date and time of the inspection. After the inspection, we will provide you with an itemized statement of the proposed repairs or cleaning, if any, and you will have the opportunity to cure any such conditions before the date you intend to vacate the apartment.
- Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 28. SURRENDER AND ABANDONMENT.** You have *surrendered* the bedroom and the apartment when (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; *or* (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.
- You have *abandoned* your bedroom and apartment if (A) you have failed to pay rent due under this Lease; *and* (B) we reasonably conclude that the circumstances indicate that you have surrendered possession of the apartment.
- In reaching such a conclusion, we will take into account all relevant circumstances, including the following (A) you appear to have moved out in our reasonable judgment; (B) clothes, furniture, and personal belongings have been substantially removed from the bedroom in our reasonable judgment; (C) Water, gas, or electric service for the apartment not connected in our name has been terminated; *or* (D) we have determined that the sole tenant of the apartment has died.
- 28.1. The Ending of Your Rights.** Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the bedroom or apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment.
- 28.2. Removal of Property Left in Apartment After Surrender, Abandonment, or Eviction.** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.
- If you have abandoned the Apartment, our representative may peacefully enter the Apartment and remove your property, subject to procedures required by applicable law. We're not liable for casualty loss, damage or theft for property removed or stored under this section.

General Provisions and Signatures

- 29. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it, subject to requirements of applicable law.
- 30. ASSOCIATION MEMBERSHIP.** We represent that either: (A) we *or*; (B) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.
- 31. CANCELLATION.** If written cancellation is received within seventy-two (72) hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.
- 32. SEVERABILITY.** If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease. The court shall interpret the Lease and provisions herein in a manner such as to uphold the valid portions of this Lease while preserving the intent of the parties.
- 33. ORIGINALS AND ATTACHMENTS.** This Lease has been executed in multiple originals, with original or electronic signatures. We will provide you with a copy of the Lease. Your copy of the Lease may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease are binding and hereby incorporated into and made part of the Lease between you and us. **This Lease is the entire agreement between you and us.** You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.
- 34. SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.
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- Before submitting a rental application or signing this Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.
- The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.
- Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.
- You are entitled to receive a copy of this Lease after it is fully signed.
- Keep it in a safe place.**
- Tenant (sign below)**
-
- Date Signed** _____
- Owner or Owner's Representative (signing on behalf of owner)**
-
- Date Signed** _____

Address and phone number of Owner's Representative for notice purposes

380 John St
Rochester, NY 14623
(585) 565-4600

Name and address of locator service (if applicable)

After-hours phone number _____
(Always call 911 for police, fire, or medical emergencies.)

SPECIAL PROVISIONS (CONTINUED).



⁹ Sri Venkatesh S Nair ³⁸ Isaac Southers 999

ANIMAL ADDENDUM
Becomes part of Lease



Date: November 29, 2022

(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each tenant in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other tenants.

In this document, the terms "you" and "your" refer to all tenants listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.

Unit No. 1528-A, 380 John Street #1528 _____
(street address) in
Rochester _____
(city), New York, 14623 (zip code).

2. LEASE DESCRIPTION.

Lease date: November 29, 2022

Owner's name: APEX Property Owner, LLC

Tenants (list all tenants):

Sriwenkatesh Nair

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. A. NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease) will be increased by \$ 25.00. The monthly rent amount in the Rent and Charges paragraph of the Lease [check one] includes does not include this additional animal rent.

5. APARTMENTS SUBJECT TO RENT STABILIZATION.

No animal deposit, monthly rent, or additional fees shall be charged to tenants residing in apartments subject to rent stabilization.

6. LIABILITY NOT LIMITED. The additional monthly rent under this Animal Addendum does not limit tenants' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

7. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Weight limit on animal is 50 pounds. All aggressive breeds are prohibited. \$250 fee is required when registering your pet. A \$100 fine per occurrence will be assessed to your residents account for any pet violation. A?A?Pet must be removed or registered within 24 hours of notification, along with applicable fees paid. Only cats and dogs are permitted.

9. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

10. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal(s) must be properly registered pursuant to applicable law(s).
- The animal must not disturb the neighbors or other tenants, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: Litter Box
- Outside, the animal may urinate or defecate *only* in these designated areas: Pet Waste Stations
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

11. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every tenant who is allowed to have animals.

12. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease, including damages, eviction, and attorney's fees to the extent allowed by law.

13. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other tenant or if we, in our sole discretion, determine that the animal has disturbed neighbors or other tenants.

14. OUR REMOVAL OF ANIMAL. In some circumstances, we may allow animal control or a local humane society to enter the dwelling unit and remove the animal in accordance with applicable law if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water; or
- failed to care for a sick animal.

If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under the Lease.

15. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and co-tenants will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleeling, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

16. MOVE-OUT. When you move out, you'll pay for defleeling, deodorizing, and shampooing to protect future tenants from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

17. JOINT AND SEVERAL RESPONSIBILITY. Each tenant who signed the Lease must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each tenant is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the tenant does not own the animal.

18. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 8 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Tenant or Tenants
(All tenants must sign)

Owner or Owner's Representative
(Signs below)



BED BUG ADDENDUM



Date: November 29, 2022
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our tenants. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 1528-A, 380 John Street #1528
Rochester (street address) in
(city), New York, 14623 (zip code).

2. LEASE DESCRIPTION.

Lease Date: November 29, 2022
Owner's name: APEX Property Owner, LLC

Tenants (list all tenants):

Sriwenkatesh Nair

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION.

You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION.

If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease.

8. RESPONSIBILITIES.

You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other tenants in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring tenants and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease.

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Tenant or Tenants
(All tenants must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS - A Guide for Rental Housing Tenants

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing tenants, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a tenant's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, tenants should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing tenants who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemicalbased insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our tenants. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. 1528-A, 380 John Street #1528
Rochester (street address) in
(city), New York, 14623 (zip code).

2. LEASE DESCRIPTION.

Lease Date: November 29, 2022
Owner's name: APEX Property Owner, LLC

Tenants (list all tenants):

Sriwenkatesh Nair

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. ABOUT MOLD.

Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU.

In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH,

it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES

(such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets-- provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Tenant or Tenants
(All tenants must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease

November 29, 2022



**COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM**



This addendum is incorporated into the Lease identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: APEX Property Owner, LLC

Tenant(s): Srivenkatesh Nair

Unit No./Address: #1528-A, 380 John Street #1528, Rochester, NY 14623

Lease Date: 11/29/2022

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Tenant(s) permission for use of all common areas, Tenant amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Tenant's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Tenant(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity except for landlord's negligence, related to Tenant's use of the amenities at the Community. Tenant(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Tenant(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO TENANT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND TENANT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND TENANT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community DOES; DOES NOT have a pool. When using the pool, Tenant(s) agrees to the following:

- Tenants and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Tenants should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Tenant(s) must accompany their guests.
- Tenant(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community DOES; DOES NOT have a fitness center. When using the fitness center, Tenant agrees to the following:

- Tenants and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Tenant(s) are solely responsible for their own appropriate use of equipment.
- Tenant(s) shall carefully inspect each piece of equipment prior to Tenant's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Tenant(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Tenant(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Tenant's physician.
- Tenant(s) will keep Fitness Center locked at all times during Tenant's visit to the Fitness Center.
- Tenant(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Tenant(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community **DOES;** **DOES NOT** accept packages on behalf of Tenants.

For communities that do accept packages on behalf of its Tenants:

Tenant(s) gives Owner permission to sign and accept any parcels or letters sent to Tenant(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Tenant agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community **DOES;** **DOES NOT** have a business center.

Tenant(s) agrees to use the business center at Tenant(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Tenants will limit time on computers to 0 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Tenant is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 0 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Tenant shall comply with the following:

- Tenants and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 12 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Tenant(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Tenants' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Tenants in advance of extermination in Tenants' dwelling, and give Tenant instructions for the preparation of the Dwelling and safe contact with insecticides. Tenants will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Tenants are unprepared for a scheduled treatment date Owner will prepare Tenants' dwelling and charge Tenants accordingly. Tenants must request extermination treatments in addition to those regularly provided by Owner in writing. **Tenants agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, tenant will agree to the following:

- Tenant will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Tenant will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Tenant will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**TENANTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO
EXTERMINATION AND THE USE OF INSECTICIDES**

IX. DRAPES AND SHADES. Drapes or shades installed by Tenant, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Tenant shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
 - XII. SIGNS.** Tenant shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
 - XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
 - XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease or any other addenda to the Lease.
 - XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

I have read, understand and agree to comply with the preceding provisions.

Tenant _____	Date _____	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____
Owner Representative _____		Date _____	



**LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF TENANT**



1. DWELLING UNIT DESCRIPTION.

Unit No. 1528-A, 380 John
Street #1528 _____ (street address) in

Rochester
(city), New York, 14623 (zip code).

2. LEASE DESCRIPTION.

Lease Date: November 29, 2022
Owner's name: APEX Property Owner, LLC

Tenants (*list all tenants*):

Srivenkatesh Nair

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER. You acknowledge that we do not

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE THAT YOU WILL MAINTAIN INSURANCE TO PROTECT YOU AGAINST PERSONAL INJURY, LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS, OR TO COVER YOUR OWN LIABILITY FOR INJURY, LOSS OR DAMAGE YOU (OR YOUR OCCUPANTS OR GUESTS) MAY CAUSE OTHERS. YOU ALSO ACKNOWLEDGE THAT BY NOT MAINTAINING YOUR OWN POLICY OF PERSONAL LIABILITY INSURANCE, YOU MAY BE RESPONSIBLE TO OTHERS (INCLUDING US) FOR THE FULL COST OF ANY INJURY, LOSS OR DAMAGE CAUSED BY YOUR ACTIONS OR THE ACTIONS OF YOUR OCCUPANTS OR GUESTS. YOU UNDERSTAND THAT THE INSURANCE PARAGRAPH OF THE LEASE REQUIRES YOU TO MAINTAIN A LIABILITY INSURANCE POLICY, WHICH PROVIDES LIMITS OF LIABILITY TO THIRD PARTIES IN AN AMOUNT NOT LESS THAN **\$ 100000.00** PER OCCURRENCE. YOU UNDERSTAND AND AGREE TO MAINTAIN AT ALL TIMES DURING THE TERM OF THE LEASE AND ANY RENEWAL PERIODS A POLICY OF PERSONAL LIABILITY INSURANCE SATISFYING THE REQUIREMENTS LISTED BELOW, AT YOUR SOLE EXPENSE.

4. REQUIRED POLICY. You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100000.00, from a carrier with an AM Best rating of A-VII

I have read, understand and agree to comply with the preceding provisions.

Tenant or Tenants
[All tenants must sign here]

Owner or Owner's Representative
[signs here]

Date of Lease

November 29, 2022



NO-SMOKING ADDENDUM



Date: November 29, 2022
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. 1528-A, 380 John Street #1528
Rochester (street address) in
(city), New York, 14623 (zip code).

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other tenants inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease.

2. LEASE DESCRIPTION.

Lease date: November 29, 2022
Owner's name: APEX Property Owner, LLC

Tenants (list all tenants):

Srivenkatesh Nair

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least _____ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is is not permitted.

The following outside areas of the community may be used for smoking:

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other tenants, or guests.

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other tenants' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER TENANTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other tenants to vacate their dwellings, results in disruption of other tenants' quiet enjoyment, or adversely affects other tenants' or occupants' health, safety, or welfare.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all tenants, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

8. LEASE TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease. Despite the termination of the Lease or your occupancy, you will remain liable for rent through the end of the Lease term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Tenant or Tenants
(All tenants must sign here)

Owner or Owner's Representative
(Sign here)



**SUPPORT OR SERVICE ANIMAL AMENDMENT
TO ANIMAL ADDENDUM**



Date: November 29, 2022
(when this Amendment is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. 1528-A, 380 John Street #1528
Rochester (street address) in
(city), New York, 14623 (zip code).

2. LEASE DESCRIPTION.

Lease date: November 29, 2022
Owner's name: APEX Property Owner, LLC

Tenants (*list all tenants*):

Srivenkatesh Nair

The tenant is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.

3. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, threaten or harm other tenants or persons without cause. While in common areas the animal must be supervised and the tenant must retain control of the animal at all times. Tenant is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

You are legally bound by this document. Please read it carefully.

Tenant or Tenants
(*All Tenants must sign*)

Owner or Owner's Representative
(*Signs below*)

Date of Signing Amendment



TENANT PARKING ADDENDUM



Date: November 29, 2022
(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. 1528-A, 380 John Street #1528
Rochester (street address) in
(city), New York, 14623 (zip code).

2. LEASE DESCRIPTION.

Lease date: November 29, 2022
Owner's name: APEX Property Owner, LLC

Tenants (list all tenants):
Srivenkatesh Nair

The term of this Parking Addendum is as follows:
Begins on August 1st, 2023 and
ending on July 31st, 2024.

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

TENANT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Tenant agrees to pay a onetime fee of \$ 50.00 per vehicle on or before the _____ day of _____. In alternative tenant agrees to pay \$ _____ monthly per vehicle due on or before the _____ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Tenant understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Tenant is _____ days delinquent in paying the required parking fee.

Tenant agrees to pay \$ 35.00 NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

13. SPECIAL PROVISIONS.

Parking is a one-time \$50 charge for general parking. EV Charging requires a special permit and will cost \$125 and must be displayed to use the charging station.
Any parking passes not visible on residents' vehicles will be towed at the owner's expense.

Tenant or Tenants
(All tenants must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 1528-A, 380 John Street #1528 (street address) in
Rochester (*city*), New York, 14623 (*zip code*).

2. LEASE DESCRIPTION.

Lease date: November 29, 2022
Owner's name: APEX Property Owner, LLC

Tenants (*list all tenants*):

Srivenkatesh Nair

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease as follows:

4. CRIME/DRUG FREE HOUSING. Tenant, members of the Tenant's household, Tenant's guests, and all other persons affiliated with the Tenant:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
 2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
 3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of New York and/or the Federal Controlled Substances Act.

Tenant or Tenants (sign here)

Date of Signing Addendum

Owner or Owner's Representative (*signs here*)

Date of Signing Addendum



PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 1528-A, 380 John Street #1528 (street address) in
Rochester (*city*), New York, 14623 (*zip code*).

2. LEASE DESCRIPTION.

Lease Date: November 29, 2022
Owner's name: APEX Property Owner, LLC

Tenants (*list all tenants*):

Srivenkatesh Nair

This Addendum constitutes an Addendum to the above described Lease for the above described premises, and is hereby incorporated into and made a part of such Lease. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Tenants or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 14 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

Tenant or Tenants (*All tenants must sign*)

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Owner or Owner's Representative (*Signs below*)

Date of Signing Addendum

LEASE GUARANTY

LEASE CERTIFICATE
Do not sign this form unless you understand that you have the same liability as
all tenants for rent and other monies owed.



Lease Information

ABOUT LEASE: Date of Lease (*top left hand corner of Lease*):

November 29, 2022

Owner's name (*or name of apartments*): **APEX Property**

Owner, LLC

Unit No. of Apartment **1528-A** and street address of dwelling being leased: **380 John Street #1528**

Tenant names (*list all tenants on Lease*):

Srivenkatesh Nair

City/State/Zip of above dwelling: **Rochester, NY 14623**

Monthly rent for dwelling unit: \$ **985.00**

Beginning date of Lease: **08/01/2023**

Ending date of Lease: **07/31/2024**

Guarantor Information Use for one guarantor only (*can include spouse of guarantor*)

ABOUT GUARANTOR: Full name (*exactly as on driver's license or govt. ID card*) **Ramesh Nair**

Phone: _____

Your Social Security #: *****-**-xxxx**

Driver's license # and state: _____

OR govt. photo ID card #: _____

Birthdate: **xx/xx/yyyy** Gender (optional): _____

Marital Status: single married divorced widowed separated

Total number of dependents under the age of 18 or in college: _____

What relationship are you to the tenant(s)? parent sibling
 employer other _____

Are you or your spouse a guarantor for any other lease? Yes No

If so, how many? _____

Current address where you live: **440 Arguello Blvd San Francisco CA 94118**

Phone: _____

Alternate or cell phone: _____

Email address: **rameshnair29493@gmail.com**

(Please check one) Do you own or rent your home?

If renting, name of apartments: **Apex (new)**

Manager's name: _____

YOUR WORK: Present employer: **Planet Labs Inc**

Email address: _____

Employer's address: **645 Harrison St floor 4**

How long? _____

Work phone: _____

Position: _____

Alternate phone: _____

Your gross monthly income is over: **\$ 16666.66**

YOUR SPOUSE: Full name (*exactly as on driver's license or govt. ID card*) _____

Supervisor's name: _____

Phone: _____

Driver's license # and state: _____

Email address: _____

OR govt. photo ID card #: _____

Present employer: _____

Social Security #: _____

How long? _____

Birthdate: _____

Position: _____

Alternate or cell phone: _____

Work phone: _____

YOUR CREDIT/RENTAL HISTORY:

Your bank's name: _____

To your knowledge, has any tenant listed in this Guaranty ever
 been sued for property damage? been convicted (or received an alternative form of adjudication equivalent conviction) of a felony misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain _____

City/State: _____

List major credit cards: _____

In consideration for us to enter into the above Lease with the Tenant(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of tenant(s) under the Lease, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease, including landlord's attorney's fees providing the landlord is the prevailing party.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, tenant changes or deletions, unit changes, or renewals in the Lease which may be agreed to from time to time between tenant(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the tenant(s) apply to guarantor as well. All tenants, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against tenants in order for you to be

liable. This Guaranty is part of the Lease and shall be performed in the county where the dwelling unit is located. This is a guaranty of payment and not of collection. In the event any action is brought against the tenant for any sums owed, guarantor consents to be named in the original action and hereby submits himself to the jurisdiction of the courts in the county where the property is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease itself or to be named in the Lease. This Guaranty does not have to be referred to. You are required not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

After signing, please return the signed original of this Guaranty **APEX Property Owner, LLC**

at (street address or P.O. Box) **380 John St, Rochester, NY 14623**
or (optional) fax it to us at _____ Our telephone number **(585) 565-4600**

Date of signing Guaranty

Date of signing Guaranty

Signature of Guarantor

Signature of Guarantor's Spouse

State of New York
County of _____

I certify that I know or have satisfactory evidence that _____

is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

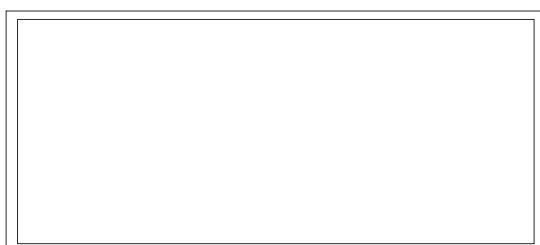
Dated

Printed Name of Notary Public

My Commission Expires

Signature of Notary Public

Note: Signature of Guarantor and Guarantor's Spouse must be notarized if lease is for more than one year.



(Use above space for notary stamp/seal)

FOR OFFICE USE ONLY

Guarantor(s) signature(s) was (were) verified by owner's representative.

Verification was by phone or Face-to-face meeting. Date(s) of verification _____

Telephone numbers called (if applicable) _____

Name(s) of Guarantor(s) who was (were) contacted _____

Name of Owner's Representative who talked to Guarantor(s) _____



Apex - Blue Moon Lease

Signature Details

Signer	IP Address	Date Signed
1 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
2 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
3 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
4 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
5 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
6 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
7 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
8 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
9 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
10 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
11 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
12 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
13 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
14 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
15 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
16 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
17 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
18 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
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UTILITY ADDENDUM

Apartment Community: Apex (new)

Resident: Srivenkatesh S Nair

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Addendum will have the same meaning as given in the Lease.

1. UTILITY OPTION. For the following utilities you must select one of the following options. X Electricity; X Gas (select one). You acknowledge that no portion of the rent to be paid by you will pay for any portion of the checked utilities in the preceding sentence.

You and your roommates contract directly with the local utility service provider and are fully responsible for the bills which will be sent to you by the provider. Landlord shall incur no liability for any roommates' failure to reimburse you for their share of utility bills. If all roommates in your unit do not agree to this option then it shall automatically revert to the option below.

OR

X The account for service from the local utilities provider(s) will remain in Landlord's name. For your convenience, the utility provider's bills for service it provides to your unit will be divided equally based on the number of roommates and presented to you by our third party billing provider. Our third party billing provider functions as a billing provider, not a utility, in order to allow you to pay such bills without having to sign up for service with the utility service provider directly or having to collect payments from your roommates. Neither Landlord nor our third party billing provider are providing or furnishing the utility service itself and the functions described herein are limited to dividing the utility provider's bill to each individual.

Additionally, in order to assist you in paying such bills and to encourage conservation, Landlord shall pay the first \$30 per bed of your bill monthly. Any amounts billed to you by our third party billing provider over this amount are your responsibility. No refunds will be provided if your bill amount is lower than the amount above. Under this option, you will also be responsible to pay a onetime \$60 administrative fee as described in more detail below.

Electricity will have a cap of \$20 per bed. Gas will have a cap of \$10 per bed.

2. PAYMENT OF UTILITIES. Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs"), and the method of allocating the payment of utilities, services and costs will be as indicated below, with the method of allocation described in the key at the bottom of this page:

a. Electric service and associated fees will be paid:

- By Us entirely
- X As described in Section 1 above based on your selection.
- By You, directly to the utility service provider
- By You, to reimburse us for our payment to the utility service provider, based upon:
 - Submetering. The bills you receive from us will be based on the usage measured by the submeter times the average costs per kilowatt hour (both amounts will be available to you at the manager's office during reasonable business hours). Charges for consumption of electricity in the common areas of the Apartment Community (such as, but not limited to, the leasing office, the parking area, the pool and recreational areas) are paid by us and you will not be charged for them.
 - Allocation. If this is checked, you will be paying for electricity based on an ALLOCATION of electrical costs to the Apartment Community. The method of allocating the cost among the apartments is the square footage of the living area of the Apartment as a percentage of the sum of (i) the square footage of living areas of all apartments

- b. **Gas service and associated fees will be paid:**
- By Us entirely
 As described in Section 1 above based on your selection.
 By You, to reimburse us for our payment to the utility service provider, based upon an allocation of the cost among the apartments equal to the square footage of the living area of the Apartment as a percentage of the sum of (i) the square footage of living areas of all apartments, and (ii) the square footage of all heated common areas.
- c. **Water/Sewer service and associated fees will be paid:**
- By Us entirely
 By You, to Us as reimbursement for our payment to the utility service provider, based upon the cost among the apartments for the water/sewer charges (less base unit and customer service charges, and common area usage calculated pursuant to applicable rules) times an allocation formula equal to one of the following methods:
- submetering
 actual occupancy
 ratio occupancy
 average occupancy
 combination of square footage and occupancy
 ratio of submetered hot and cold water for the Apartment to the total
- d. **Trash service and associated fees will be paid:**
- By Us entirely
 By You, directly to the service provider
 By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the trash service charges times an allocation formula equal to one of the following methods:
- actual occupants
 ratio occupancy
 average occupancy
 combination of square footage and occupancy
- e. **Cable service and associated fees will be paid:**
- By Us entirely
 By You, directly to the service provider, should you elect to establish service
- f. **Internet service and associated fees will be paid:**
- By Us, entirely
 By You, directly to the service provider, should you elect to establish service
- g. **Local telephone service and associated fees will be paid:**
- By Us entirely
 By You, directly to the service provider, should you elect to establish service
3. At our option, we may bill for services provided by local utility providers either through a billing company or directly by us. If you elect to have these various utility and service accounts remain in the name of Landlord, then for such services billed directly by our billing company, you will be charged an amount equal to \$60 on the date the Lease starts (or at the first billing for utility reimbursement, at the discretion of Landlord). This annual fee is for administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by us for entire school year. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle Landlord to exercise all remedies available under the Lease.
4. **General Information:**

- a. In the event that you are paying to us (as opposed to the utility provider) then any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility service provider. Please call the manager to discuss During reasonable business hours, you have a right to examine the following information which will be kept in the Landlord office: (i) utility bills received from the respective utility providers from the prior billing period and for all billing periods during the last 12 months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your submeter readings and the readings from our master meter; and (v) submeter test results for the current month and the prior 12 months; and (v) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.
 - b. We will use our reasonable efforts to repair reported leaks and broken submeters within 7 days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within 7 days after we become aware of the issue.
5. Payment for your respective utilities is due upon receipt of your bill from us or the third party billing provider. In order to avoid late fees, all amounts are due by or before the 1st Day of the monthly billing cycle. You are required to pay the amount due to the same place that you make your regular Rent payments. If your payment is late, if your check doesn't clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees and other remedies under this Lease are available to us.
6. Resident shall promptly contact the local gas and/or electric utility(ies) (as applicable if Resident is to contract directly with such providers per the selections above) to establish an account in Resident's name for the provision of gas and electric service to Resident's unit. Resident shall ensure that the start date for each such account is the Resident's move-in date and that Resident maintains all such accounts in Resident's name during the entire lease term. If Resident fails to comply with the conditions of this paragraph and Manager is subsequently charged with utility charges attributable to Resident's occupancy of the unit, then Resident shall be issued (and shall pay) a bill for such services by Manager or the billing provider (which shall include a service charge in the amount of \$50 on each occasion); such service charge is used to compensate Manager for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Manager for processing of the bill for the delinquent time period, opportunity cost of the money not paid and other administrative costs. Resident and Manager agree that the charge described above is a reasonable estimate of the costs incurred.
7. Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all students in the unit agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the lease term, Resident must notify Manager in writing. No change in billing options is permitted until all have paid all amounts due under the current option and until Resident has signed a new Utility Addendum. If Resident chooses to change from Manager's billing option to the provider option, Resident will not receive a refund of any portion of any previously paid administrative fees.
8. Resident will be charged for the full period of the time from the commencement date of the Lease until its expiration date, regardless of whether Resident physically occupies the unit. Resident agrees to pay for all charges billed in accordance with this addendum during the term of the Lease. Resident and any guarantor(s) to the Lease are jointly and severally responsible for paying all charges billed to Resident under this agreement. Resident agrees that Manager may estimate any and all charges above upon Resident's move-out (and such amounts shall be deemed final).
9. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of Landlord or its employees. You release us from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

Landlord, as Agent for Landlord

Date

Resident

Date

³ Sriwenkatesh S Nair

⁴ Isaac Southers III

Apex Utility

Signature Details

Signer	IP Address	Date Signed
1 Srivenkatesh S Nair Primary (13470432)	8.9.80.172	11/29/2022 06:11:50 PM
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Apex

Rental Qualification and Occupancy Guidelines ~ Revised as of September 14, 2022

Nothing contained in these requirements shall constitute a guarantee or representation by Apex that all residents and occupants currently residing in our community have met, or currently meet these requirements. Qualification standards include, but are not limited to the following criteria:

IDENTIFICATION. All applicants must present a valid government issued photo identification card. A social security number is required during the application process for all U.S. Citizens. Applicants who are citizens of another country must provide a valid passport AND I-20 verifying student status and proof of enrollment **OR** (1) Passport (2) the INS document that entitles the applicant to be in the United States, and (3) proof of employment in this country.

INCOME. Applicant's or Sponsor Guarantor's Monthly Gross Income must be at least three (3) times the monthly rental rate. Proof of income will need to be provided.

CREDIT & RENTAL HISTORY. Applicants or Applicant's Guarantor must have a Minimum FICO score of 600. Applicants who do not have sufficient credit history OR an approved Guarantor, are required to pre-pay rent equal to one (1) monthly installment amount that will be applied to the last installment payment of the lease term. This amount must be paid prior to final lease approval by management.

GUARANTORS. Applicants not meeting income and credit/rental criteria as stated above may have a guarantor that is financially responsible for the full monetary amount of the lease agreement, including but not limited to rent, late fees, damages and other fees/charges assessed within the guidelines of the lease agreement. All guarantors must have an income that is at least three (3) times the monthly rental rate. A guarantor may be rejected for lack of credit, lack of income or prior rental history. The guarantor must pay an application processing fee, sign the Guarantor Contract, reside in the United States, and provide their Social Security Number for screening and possible future collection efforts. **Guarantors will be held fully responsible for the lease should the occupying resident default.**

CRIMINAL HISTORY. A criminal background check will be conducted for each applying occupant. It is possible your application may be denied due to criminal convictions or charges.

OCCUPANCY. Apex leases "by the bed" and occupancy is limited to one person per bedroom. Double occupancy will be permitted in a one (1) bedroom unit type only with a monthly premium. The occupant, in addition to the lease holder, will be required to pay a separate application fee, and undergo a criminal background screening. Additionally, a child being twelve (12) months of age or less who occupies the same bedroom with the child's legal parent or guardian will be permitted with proper documentation of a certified birth certificate that will be required.

FAIR HOUSING. Apex is committed to compliance with all federal, state, and local fair housing laws. Apex subscribes to a universal policy for the achievement of equal housing and no person will be discriminated against because of race, color, age, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, marital status or any other local laws protecting specific classes.

ADA COMPLIANCE. Apex and the Owner are committed to compliance with the Americans with Disabilities Act by allowing the modification of existing premises for reasonable accommodations at the expense of the disabled person, if the disabled person agrees to restore the premises at their own expense to the pre-modified condition provided the modification would not affect the use and enjoyment of the premises for future residents.

FALSIFICATION OF APPLICATION. Any falsification of an applicant's paperwork will result in the automatic rejection of the application. In the event that an applicant falsifies his/her paperwork, owner has the right to hold all deposits and fees paid to apply towards liquidated damages.

ACKNOWLEDGEMENT. Application to become a resident or guarantor of a resident at Apex confirms your understanding that information on the rental/guarantor application will be verified by all available means, including consumer reporting agencies, public records, current and previous owners, employers, and personal references. You understand. Apex reserves the right to modify the Rental Qualification Guidelines at any time without notice.

Professionally Managed by Michaels Student Living



Apex Occupancy Guidelines

Signature Details

Signer	IP Address	Date Signed
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Premium Addendum

Resident Name: Srivenkatesh Nair

Reasonable effort will be made to facilitate your requested unit and floor preference; however, this may not always be possible. Below is a list of additional premiums associated with select apartment units at APEX in the 4x4 and any unit on the top floor.

- 4x4 A/B Corner - \$10/month
- Top Floor Unit - \$10

I have requested placement in/or transfer to a unit with a premium associated with the apartment.

I agree to pay the premium associated with this unit. I further agree that should I transfer into a different apartment at my request, I will pay any difference in premium associated with the aforementioned transfer.

Premium Addendum

Signature Details

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