**Apartment Lease Contract**

**{propertyname} Apartments**

This is a binding document. Please review carefully before signing.

1. **PARTIES TO LEASE CONTRACT.** This Lease Contract (“Lease”) is made on {leasesigndate}, by and between: {propertyname}, owner, represented by Elmington Property Management, agent, hereinafter called the Landlord, and the Resident as defined below. The apartment will be occupied only by the individuals listed below.

|  |  |  |
| --- | --- | --- |
| LEASE SIGNERS - RESIDENT | | |
| Type of Lease Signer\* | **First Name\*** | **Last Name\*** |
| {#lease\_signer}{type} | {firstName} | {lastName}{/lease\_signer} |

|  |  |
| --- | --- |
| **MINOR OCCUPANTS** | |
| **First Name\*** | **Last Name\*** |
| {#minor\_occupants}{firstName} | {lastName}{/minor\_occupants} |

**ITEMS & DEFINITIONS.** The Items, amounts, descriptions and definitions below will be used throughout this Lease:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **A. PREMISES** | **B. MOVE-IN DATE** | **C. LEASE TERM** | **D. LOCATION WHERE RENT IS DUE** | **E. TOTAL MONTHLY DUE** |
| Apartment No. «unitnumber»  in «propertyname» Apartments,  located at «unitaddressline1»  in the City of «siteaddresscity»,  County of «unitcounty»,  State of «siteaddressstate». | «scheduledmoveindate» | NO. MOS «leaseterm» BEGINNING «leasestartdate» ENDING «leaseenddate» (12-Noon) | «siteaddressline1and2»,  «siteaddresscity»,  «siteaddressstate» «siteaddresszipcode» | RENT $«leaserent»  Other  $«petrent» $«umf\_waterfee» $«umf\_cablefee» $«umf\_internetfee» $«umf\_trashfee» $«umf\_pestfee» $«umf\_amenityfee»  \*Total: $«total monthlyleasecharges» |
| **G. SECURITY DEPOSIT** | **H. BANK HOLDING SECURITY DEPOSIT** | **I. RESIDENT REQUIRED PERSONAL LIABILITY INSURANCE** | **J. EMERGENCY MAINTENANCE NUMBER** |
| $«leasedepositminuspet» |  | **YES** |  |
| **K. NON-REFUNDABLE ADMINISTRATION FEE** | **L. SECURITY DEPOSIT ALTERNATIVES** | **M. LATE FEE DATE** | **N. LATE FEE METHOD** | **F. PRO RATED RENT (IF APPLICABLE)** |
| $«adminfee» | $«SDaltern» | 6th |  | PRO-RATE RENT: $«proraterent»  PRO-RATE OTHER:  $«prorateother»  \*Total: $«totalproratein» |
| **O. TERMINATION FEE** | **P. MONTH-TO-MONTH FEE** | **Q. RETURNED CHECK CHARGE** | **R. LEGAL ADMINISTRATION FEE** |
|  |  |  |  |
| **S. NUMBER OF KEYS PROVIDED** | **T. RESIDENT EMERGENCY CONTACT NAME  & PHONE NUMBER** | | **U. NOTICE FOR NON-EMERGENCY ENTRY** |
|  |  |  |  |
| **V. SATELLITE DEPOSIT** | **W. DATE PROPERTY WAS BUILT &  LEAD BASED PAINT KNOWLEDGE** | | **X. PET WEIGHT LIMIT** |
|  | 1977 - Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | |  |

1. **LOCATION AND INITIAL TERM OF LEASE.** The Landlord, in consideration of the rent stated herein to be paid by the Resident, and of the other covenants, agreements, and conditions hereinafter contained to be performed and observed by the Resident, all of whom are jointly and severally liable for all terms and conditions of this Lease, does let and lease to Resident the Premises, defined in Item A, to be used and occupied only by the Resident as a private apartment residence only and exclusively for lawful and moral purposes for the term defined in Item C and Section 9 (Renewals) below. Resident understands that no other adult may move into this unit, as defined in Section 12 (Possession, Use, Maintenance & Care) below, unless qualified at the time of move in, or qualified and accepted by the Landlord at any time thereafter.

Landlord reserves the right to deny access to the entire community premises to anyone who, in Landlord’s sole discretion, has violated the law, the terms of this lease, the property rules and regulations, or who have caused a disturbance of the peaceful enjoyment of the premises or interfered with management.

1. **AMOUNT & PAYMENT OF RENT.** The Resident, in consideration of the Premises and the covenants and agreements herein, leases the Premises for the term defined in Item C and agrees to pay to Landlord, or his agents, without demand as follows: The per month installment payment of rent as defined in Item E is due and payable in advance on or before the first day of the month immediately following the Move-In Date defined in Item B, and a like amount on or before the first day of every following month for the term of this lease and any extension or renewal. Additionally, total prorated rent as defined in Item F will be due with the signing of the lease for occupancy from the effective date of this lease through the last day of the current month of the Move-In Date defined in Item B. Resident hereby covenants to pay all the balances of the rent required by this lease to the end of the term or any extensions thereof.

Resident shall pay or cause to be paid all rent and other charges in FULL by form of Money Order, Certified Check, or Personal Check on or before the 1st (First) day of each month (due date), with no grace period, at the location described in Item D. Cash and/or payroll, government, and two-party checks will NOT be accepted. Rent is considered received when accepted by a leasing agent. **Resident must not withhold or offset rent unless authorized by statute.**

**Landlord may, at his option, require at any time that Resident pay all rent and other sums in one payment rather than multiple and/or in certified or cashier’s check or money order rather than personal checks.**

**NOTICE OF TERMINATION OF TENANCY FOR NON-PAYMENT OF RENT IS HEREBY SPECIFICALLY WAIVED**

1. **SECURITY DEPOSIT.** Resident shall submit a deposit with the Landlord as defined in Item G. The Landlord shall return the deposit to the Resident (1) provided the Resident fulfills all the terms and conditions of this lease or any extension thereof and returns Premises to the Landlord in good condition, with rooms clean and free of trash and debris, with all appliances and fixtures clean, operating properly, and suitable for use by a new resident, subject only to normal wear and tear, and (2) after the deduction of any amounts reasonably required to cover the replacement of keys, damages to the Premises, unpaid utilities, cleaning, restoration, past due rents, and any and all other amounts owed to the Landlord. It is hereby expressly understood and agreed burns, stains, pet soiling, or other excessive soiling of carpets are not normal wear and tear. The Resident’s liability is not limited to the amount of the deposit. Return of the deposit or any portion thereof shall be made within a reasonable time after the Resident has vacated the Premises and an inspection of the apartment has been made by the Landlord, as described in Section 21 (Move-Out Condition). The deposit shall be placed at the bank defined in Item H.
2. **LATE FEES & RETURNED CHECK CHARGES.**

LATE FEES: Any rent payment paid on or after the Late Fee Date, as defined in Item M, of the month in which said installment is due shall include a late charge equal to the amount defined in Item N. This late charge shall become a portion of the rent due under the terms and conditions of this lease. Resident agrees to pay all late rents by money order or certified funds. If the Late Fee Date falls on a day following a Sunday or legal holiday, Landlord will not impose a late fee if the rent is paid on the Late Fee Date or next business day. If required by law, Landlord will provide Resident with written notice if Resident has not tendered a rent installment by the date required by law or on the Late Fee Date.

RETURNED CHECK CHARGES: In addition, Resident will also pay a Returned Check Charge as defined in Item Q for each returned check or rejected electronic payment. If Resident does not pay rent on time, Resident will be considered delinquent and all remedies under this Lease Contract will be authorized. Subsequent payments may be made by personal check; however, the Landlord reserves the right to refuse personal checks after any two checks are returned for any reason.

Acceptance of a late charge and/or a returned check fee by Landlord is at Landlord’s option, and will not establish a practice, custom or obligation to accept any future rents or charges.

1. **INSURANCE.** As a renter, there are two types of insurance a Resident should be aware of: (1) personal liability insurance for property damage to units or common areas for which the resident is legally liable and (2) insurance for personal contents, meaning the cost to replace furniture, clothing, etc. after a fire, flood, burglary, etc. The Landlord does **not** carry insurance which provides coverage for the Resident for either of the above, meaning there is no: (a) coverage of the Resident’s personal belongings, (b) coverage for damages occurring on or around the Premises resulting by fault of the Resident, or (c) coverage for loss-of-use, power interruptions, etc.

If Item I is marked “YES” then Resident is required to purchase personal liability insurance as generally described in (1) above. Failure to maintain personal liability insurance throughout the term of the Lease, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of this lease and eviction and/or any other remedies as provided by this Lease or state law. This coverage will not insure the Resident for loses described in (2) above and the Landlord strongly advises that the Resident obtain contents coverage Renter’s insurance prior to signing this Lease.

If Item I is marked “NO” then Resident is not required to purchase personal liability insurance. However, the Landlord strongly advises that the Resident obtain both personal liability insurance and Renter’s insurance prior to signing this lease.

Resident acknowledges that no portion of the rent paid under this agreement will be applied to the Landlord’s structural fire insurance and that Resident is in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Landlord has chosen to purchase fire and extended coverage insurance to the property for which the above rental agreement applies.

If Resident or any member of Resident’s household, guest or invitee causes damages to the premises in an amount that is less than the amount of this insurance deductible, Resident indemnifies Landlord and shall reimburse the Landlord for such damages. Resident may be held responsible for costs more than the deductible under any subrogation clause of the insurance policy.

1. **WRITTEN NOTICE TO VACATE**. Resident must give Landlord **advance written notice** of the Resident’s intention to vacate the Premises, to include the scheduled move-out date, at least 60 days prior to the expiration of this Lease, or the expiration of any automatic renewal pursuant to Section 9 (Renewals) below. Notice must be submitted on or before the 1st day of the month to avoid prorated rental charges for the subsequent month. The notice to vacate is irrevocable and should the apartment not be vacated on or before the date given in the notice, the Landlord may, at the Landlord’s sole and exclusive option, consider the Resident in default of this Lease. If Resident moves out prior to the end of his lease term, providing proper notice does not act as a release of liability for the full term of the Lease. Resident is required to provide notice even if he moves out on or by the last date in the lease term; it notice is not provided, Resident will be responsible for the additional months’ rent for which notice was not provided. **Oral notice of termination is not valid under this lease.**
2. **RENEWALS.** At the end of the original term stated above, this lease automatically renews on a month-to-month basis under the same terms and conditions contained herein, with exceptions: (1) the new monthly rental rate shall be the current rental rate the Landlord is charging for new leases on like Premises in the apartment community and (2) Resident agrees to pay an additional month-to-month fee as defined in Item P to Landlord. Notice to vacate must still be given as described in Section 8 above. The Landlord may, at his discretion, choose not to renew the lease by providing 30 days’ written notice to Resident.
3. **MILITARY DRAFT/TRANSFER**. Resident may terminate this Lease if he enlists or is drafted or commissioned and on active duty in the U.S. Armed Forces. Resident may also terminate this Lease if (1) he is (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and (2) he (i) receives orders for permanent change-of-station, (ii) receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) is relieved or released from active duty. Resident must provide Landlord notice as may be required by the Federal Service Members Civil Relief Act (or any such similar laws). After notice is given, the termination is effective 30 days after the date that the next monthly rental payment is due. Resident is required to submit a copy of the Military Orders.
4. **VACATING PREMISES PRIOR TO END OF LEASE.** Notwithstanding any other provisions of this lease, and in addition to any other rent or fee due under this lease, if the Resident vacates said Premises for any reason prior to the expiration of this lease, the Resident agrees to pay to the Landlord a termination fee, as defined in Item O, which the Resident agrees is the normal and customary cost incurred by Landlord to prepare the Premises for re-rental. Additionally, resident will be responsible for repayment of any used rental concessions, as stated in the Concession Addendum.
5. **POSSESSION, USE, MAINTENANCE & CARE.** The Resident shall use and occupy the Premises exclusively as an apartment dwelling to be occupied by ONLY those persons listed on the first page of this Lease Agreement.
   1. The Resident shall not:
      1. Use or bring onto the property or into the Premises anything that will invalidate the insurance of the property or building or increase the rate;
      2. In any manner deface or injure any part of the building or property or in any way injure the reputation of the property;
      3. Permit any objectionable noise or odor to escape the Premises or permit or create a nuisance or disturbance to any other resident;
      4. Permit the conduct of themselves, their Occupants or to be disorderly, boisterous or unlawful or to disturb the rights, comforts or conveniences of the other persons in or around the community. No noise (loud music, vehicles, shouting) or other disturbing conduct will be permitted at any time in such a manner as to disturb or annoy other residents or the surrounding community;
      5. Obstruct the entries, passages, halls and/or stairways of the building or Premises;
      6. Loiter, play, consume alcohol, act inappropriately or allow persons under the Resident’s control to do so in the entries, passages, halls and/or stairways of the building;
      7. Place or allow to be placed any containers, cans, bicycles or other toys or objects of any kind, in any passages, halls, and/or stairways;
      8. Litter the property with cigarette butts, candy wrappers, cans, bottles, newspapers, or any other items – such actions will be in direct violation of the Lease and Resident will be subject to a $25 fine per occurrence;
      9. Decorate the walls of the residence with anything other than small picture nails – NO other nails, spikes, screws, or hooks are allowed;
      10. Decorate the Premises with contact paper, stickers, wallpaper, border or paint changes unless Resident receives prior written consent of Landlord;
      11. Attach any additional locks, fasteners, or adhesives to the residence, or overload the floors;
      12. Tamper with, remove or replace any energy efficient devices;
      13. Place anything on the patio/balcony other than typical patio furniture and/or decorations that are in good repair and management reserves the right to require Residents to remove any items which may be unacceptable, offensive, or in poor condition;
      14. Use, place or store a grill of any kind within 15 feet from any building as it is a violation of state fire code – grills placed/used/stored within 15 feet of any building are subject to disposal without prior notice.
      15. Place a cooking grill of any kind are strictly on patio or balcony;
      16. Hang anything to dry outside the Premises, including out the windows, doors, and/or patio/balcony area;
      17. Change or obstruct the window coverings in any way – the windows MUST display a COMPLETELY white front from the exterior of the building. **Damage to any blinds will be immediately replaced at the Residents expense without exceptions**;
      18. Allow a guest to reside on the Premises for longer than a two (2) week period without requesting to qualify and add that guest to this Lease Agreement
      19. Allow the Premises to remain unoccupied for a period of more than seven (7) days without notifying the Landlord, this is especially crucial during freeze warnings to avoid damage which could result in cost to lessee.;
      20. Use or bring into the Premises: any chemical, accelerant, or hazardous material for storage, a space heater or any type of electric heater, a washer or dryer unless otherwise authorized, or any type of outdoor grill;
      21. Use/store/permit to be used any firework on the premises or within the common areas;
      22. Consume or permit to be consumed by Occupants or guests any alcoholic beverages outside of the interior of the Premises or in any common areas;
      23. Store any items in the mechanical/furnace/water heater closets at any time; or
      24. Dispose of furniture or other excessively large items in the Apartment provided dumpsters – doing so will result in a $100 fine.
   2. The Resident shall:
      1. Without exception, be responsible for the conduct and behavior of their entire household and guests. Any damage resulting from misconduct will be the responsibility of the Resident;
      2. Respect the rights and comfort of neighbors;
      3. Obtain approval from the Landlord for any desired decorating or other alterations to the Premises;
      4. Ensure all T.V.s, radios, and any other noise emitting devices are kept at a low level between the hours of 10:00 p.m. and 7:00 a.m., and are kept at a reasonable level at all other times;
      5. Keep the Premises and all contents, including appliances, fixtures, and other equipment, in a clean and good condition, remove all trash and other waste from the Premises in a clean and safe manner, and, when necessary, pay for the maintenance and cleaning of all carpets and drapes;
      6. Dispose of trash in a sanitary manner and in approved receptacles – all trash and garbage must be tied in plastic bags and placed inside the dumpster or trash compactor closest to the Premises. Trash may not be left outside the premises doors, in the hallway, or on the patio/balcony. All cardboard boxes must be broken down flat and placed inside the dumpster or trash compactor;
      7. Pay on demand for any damages/repairs to the Premises, provided such damages result from the misuse, neglect, act or fault of the Resident, the Resident’s guest and invitees, or anyone else under the control of the Resident on or around the Premises;
      8. Keep the Premises free of infestation by roaches, water bugs, ants, rodents, bedbugs, and other pests, and to keep the Premises clean and presentable as shall be satisfactory to Landlord;
      9. Give the Landlord prompt written notice of any defects in the plumbing, fixtures, appliances, heating & cooling equipment, or any other part of the Premises or property;
      10. Allow entry for pest control as contracted and performed by/on behalf of the Landlord on an as needed basis;
      11. Inform Landlord immediately of any pest issues in the Premises;
      12. Report all emergency maintenance issues at the number defined in Item J and report all fire, police and ambulance calls to 911;
      13. Prevent fires in the Premises by exercising caution with the stove, when cooking with grease, using matches and/or lighters, by not smoking in the unit and being cautious about any other daily activity that may pose the threat of a fire;
      14. Comply with all applicable laws: A violation of law after the lease date is a breach of the lease; and
      15. Notify the landlord anytime the Premises has been or will be unoccupied for a period of more than seven (7) days.

Building Interior/Exterior Notices and Requirements:

1. Window screens are to keep tiny insects from coming into the home while allowing for air circulation. Window screens are not designed for keeping items from falling out of the window, including people – no matter how big or small. Arrange your furniture so that large climbable pieces are away from windows.
2. No awnings or other projections, including additional air conditioners, front door screens, storm doors, television or radio antennas or wiring shall be attached to or extended from the outside walls of the building, common areas, window sills, roofs, porches, balconies, breezeways, stairwells, balcony railings, or wing walls, without the prior written consent of the Management. Telecommunication reception devices such as satellite dishes may be installed only after the expressed written permission of Management by executing a separate lease addendum governing these devices.
3. Resident shall not alter or install a new lock, knocker, peephole or other attachments on any door of the rental home without written consent of Management. If an employee is required to make a service call for a lockout, the fee will be $10.00 payable by the close of the next business day following the lockout. All permitted alterations, additions and fixtures shall remain as part of the rental home unless Management otherwise elects. Hardwired alarm systems are not permitted at any time. Wireless alarm systems may be permitted with prior written consent from Management.
4. If your rental home and/or building contain a fire sprinkler system, caution must be taken upon move-in and thereafter not to damage or tamper with the fire sprinkler heads or fire prevention system. Do not hang anything from the fire sprinkler heads. Residents must report to Management any damage to any and all fire prevention equipment immediately. Residents will be held responsible for any and all damages due to negligence. Additionally, it is unlawful to tamper with any emergency notification system and/or fire prevention system (i.e. fire alarms, fire pull stations, fire extinguishers, sprinkler heads etc.)
5. The equipment in the bathrooms and kitchens must not be used for any purposes other than those for which they were constructed. No feminine hygiene products, kitty litter, diapers, toys, excessive paper products or other obstructive substances will be placed in the commodes or drains. Please take extra care not to place items on the toilet tank or bathroom sink that may easily fall or be knocked into the toilet bowl.
6. Do not place metal, string, coffee grounds, nut shells, egg shells, glass, celery, onion and/or potato skins, olive or fruit pits, corn cobs, paper, wire, bones or non-food in the garbage disposal or down the drain. **Kitchen grease must always be collected in a container and then put into a garbage can. It must never be poured down the drain or in the garbage disposal.** Be certain to never use anything but Automatic Dishwasher Detergent in the dishwasher. Chemical cleaners of any kind cannot be used in self-cleaning ovens. Residents shall be held responsible for any repairs or damage resulting from the misuse of such equipment and will be charged necessary expenses incurred in the repair of such equipment. Portable washers or dryers that are not approved in writing by the Management are prohibited.
7. Fire Extinguisher/Smoke Detector Maintenance: Resident shall ensure the fire extinguisher and smoke detector provided are kept in good working order with working batteries – tampering with or disabling of smoke detectors is a violation of the Lease Agreement; It is the sole responsibility of the Resident to inspect the smoke detector monthly to make sure that it is in working order. Resident shall promptly report any required maintenance to Landlord. Residents are responsible for battery replacement. Charges may be assessed for battery replacement by maintenance personnel. It is against fire code to intentionally disable the smoke detector and will result in lease violation and subsequent eviction for second offense.
8. Non-emergency maintenance requests are to be made in writing either by a staff member or by the Resident at the Management office during normal business hours.
9. Should any member of the household be locked out of the rental home and request entry, only persons listed on the lease will be granted access, and proper identification will be required. Residents will be charged a $10.00 for lock changes which are only performed during standard business hours. We do not provide lockout service after business hours, resident must contact a locksmith.

The above conditions, and all other terms and conditions included in this Lease Agreement, are not all-inclusive, and the Landlord may make or alter any reasonable rules and regulations concerning the use of the building, parking/public areas, recreational areas, and all other areas for the protection of the Apartments and/or Residents at any time. These rules and regulations shall constitute additional conditions of the Lease Agreement as if listed herein, and a breach of any rules and regulations shall amount to a default or breach by the Resident of the terms of this Lease Agreement and shall authorize Landlord to immediately terminate tenancy under this Lease.

1. **DAMAGE TO RESIDENT’S PROPERTY.** The Resident hereby assumes the sole and entire risk of any damage to any of the Resident’s property (including damage by fire or flood) which may be placed on the Premises, including such property in storage areas, parking areas, or in any part of the entire property owned or managed by the Landlord. The Resident further agrees not to hold the Landlord liable for any stoppage of, or damage from sewer, water, or drain pipes by reason of obstructions, freezing, or other causes, or for the failure to provide heat, cooling or utilities because of any conditions beyond the control of the Landlord. Landlord strongly advises Resident to obtain personal contents coverage as described in Section 7 (Insurance).
2. **RIGHT OF ENTRY.** Landlord reserves, and the Resident grants to the Landlord, the right of the Landlord, his agents, employees, and representatives (including independent contractors or employees of maintenance and repair services employed by the Landlord) to enter the Premises at reasonable hours, with notice as defined in Item U, for inspecting and maintaining the building and Premises for any purpose, and to exhibit the Premises. Resident grants the Landlord and his employees or representatives the right to enter the Premises at any hour in case of fire, disturbance, or other emergency.
3. **EMERGENCY AUTHORIZATION & CONSENT.** If provided by Resident in Item T, Resident authorizes the Landlord to contact the Emergency Contact Person on Resident’s behalf. This authorization is valid in an emergency situation as deemed necessary by Landlord. This authorization includes but is not limited to providing access into the Premises leased by the Resident under this Lease, discussing detailed information in regards to rent payments, late fees, eviction procedures, issuing work order requests, entering the premises in the event of incapacitation to remove all contents, as well as mailbox and storage area, returning the Premises and keys to the Landlord, and any other particulars which might be necessary. Resident agrees and acknowledges that it is his/her responsibility to amend or revoke this authorization in writing and that the Landlord is not liable in any way for enforcement of this authorization.
4. **PETS.**  Resident shall not keep, maintain or feed, in or about the Premises, or any common areas of the apartments, any pet, animal, reptile, or insect, even temporarily, without the prior written consent of Landlord on a Pet Agreement Addendum. If Landlord allows the Resident to have an animal, the Pet Agreement Addendum may require additional fees, rents, deposits, or other charges. Unauthorized animals must be removed within 24 hours of notice from the Landlord, or Resident will be considered in default of this Lease. Landlord shall authorize Support/Service animals which may be medically necessary for the Resident, Occupants or guests, pursuant to the Fair Housing Act, HUD regulatory guidelines and state law. Landlord may require a written statement from a qualified professional verifying the need for the Support/Service animal.

If Resident or any guest or Occupant violates this clause, with or without express knowledge, Resident shall be subject to damage charges, Pet Agreement Addendum charges such as fees, rents, deposits, etc., eviction, and other remedies as provided in this Lease. If an animal has been on the Premises at any time, Resident will be charged for deodorizing, shampooing and de-flea treatments.

Initial and daily animal-violation charges and animal removal charges are liquidated damages for the Landlord’s time, inconvenience, and overhead in enforcing animal restrictions and rules. Landlord may remove an unauthorized animal by (1) leaving a 48-hour written notice of intent to remove the animal, and (2) following Right of Entry procedures. Landlord may keep or kennel the animal or turn it over to a humane society or local authority. Landlord will return the animal to you upon request if it has not already been turned over to a humane society or local authority. Resident is responsible for the animal's reasonable care and kenneling charges.

1. **UTILITIES.**  Landlord shall not be liable for any loss, injury, damage, or expense whatsoever which may arise or accrue either (1) from Landlord’s furnishing or failure to furnish water, gas, electricity, heat, or air-conditioning regardless of the costs, (2) on account of any defect in the building or leased unit, or (3) by reason of any change, failure, interference, disruption, or defect in the supply of energy or water from the associated providers. Landlord does not warrant or guarantee the uniformity or safety of any service depending upon electricity, gas, or other power. The Resident shall pay for the following marked utilities:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Resident Direct Responsibility:  Resident shall set up accounts with the below Utility companies and shall pay for these expenses directly to Utility Company. Resident shall not allow these utilities to be disconnected. Termination of utilities for non-payment shall be grounds for termination of tenancy under this Lease. | | Resident Owes to Landlord:  The Resident shall pay the below amounts to the Landlord per month as a fee due in full on the first of the month in addition to the Rent installment. | |
| Electric | x | PropertyElectricCo |  | $«umf\_electricfee» |
| Gas |  | PropertyGasCo | x | $«umf\_gasfee» |
| Water |  | PropertyWaterCo | x | $«umf\_waterfee» |
| Cable | x | PropertyCableCo (Optional) |  | $«umf\_cablefee» |
| Internet | x | PropertyInternetCo (Optional) |  | $«umf\_internetfee» |
| Pest |  | PropertyPestCo | x | $«umf\_pestfee» |
| Trash |  | PropertyTrashCo | x | $«umf\_trashfee» |

Trash is provided by the Landlord on a reasonable basis. Resident shall not overload the dumpsters on the property.

Landlord does not provide telephone maintenance. Agreements are available through local telephone service providers to cover inside wiring.

1. **MOVE IN CONDITION.** Resident shall obtain a Move-In Checklist Form from Landlord on or before the Move-In Date defined in Item B. Resident must sign and note on the form all defects or damage and return it to Landlord. Otherwise, everything will be considered to be in a clean, safe, and good working condition.
2. **KEYS.** The number of keys defined in Item S are provided at move in. Additional keys are billed at a cost of $5.00 per key. Resident’s account will be charged $10.00 for lock changes, which are only performed during standard business hours. We do not provide lockout service after business hours, resident must contact a locksmith. Proper identification is required for lock changes.
3. **MOVE OUT CONDITION.**  Resident has the right to be present with Landlord’s representative at the premises for a scheduled move out inspection, during normal business hours, to determine if there are any damages to the Premises that are more than normal wear and tear. This mutual inspection will be set by Landlord upon Resident’s request, and held on the day, or within four (4) days after, Resident has completely vacated the Premises, surrendered possession of the Premises, and has returned all means of access to the Premises. If Resident fails to attend a scheduled move out inspection, Resident waives the right to contest any damage found during Landlord’s move out inspection.
4. **SUBLEASING.** The Resident shall not assign or sublet the Premises or this Lease either in whole or in part without the prior written consent of the Landlord. The Landlord has no obligation to consent to such an assignation or sublet. If Resident violates this section, the rent installment amount due under this Lease will be doubled while such violation continues, and Landlord maintains the right to terminate this Lease at any time.
5. **UNIT TRANSFERS.** Unit transfers, if allowed, must be requested in writing to Management. Management reserves the right to deny unit transfer requests based on, but not limited to, applicable guideline, rental history, and/or condition of current apartment.
6. **CASUALTY LOSS OF PREMISES. Resident agrees to pay rent unless the Premises is destroyed or rendered uninhabitable in consequence of fire, lightning, storm, tornado, or other casualty, except where the fire or other damage has been caused by the negligence or willful act of the resident.**  In the event of a casualty, Resident shall not be liable for rent for the period during which the Premises are uninhabitable; however, Resident shall be liable for rent accrued up to the date of the casualty, and for all rent accruing after the Premises shall again be made tenantable. If the leased Premises is damaged or destroyed by fire or casualty to an extent that the use of the leased premises is substantially impaired, as defined by state law, Resident (1) may immediately vacate the premises; and (2) shall notify Landlord in writing within fourteen (14) days thereafter of the Resident’s intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating. In the event of any casualty Landlord shall have the option either to repair and make the Premises tenantable within a reasonable time, or to terminate this Lease.

If the leased premises are damaged or destroyed by fire or casualty to an extent that restoring the leased premises to its undamaged condition requires Resident to vacate the premises, Landlord is authorized to terminate the rental agreement within fourteen (14) days of providing written notice to Resident. If this agreement is terminated as a result of damages or destruction of the leased premises, Landlord shall return all prepaid rent and security deposits that are recoverable by law. Accounting for rent is to occur as of the date Resident returns the keys to Landlord or has in fact vacated the leased premises, whichever date is earlier.

If the Premises and/or surrounding area are damaged in whole or in part by fire or otherwise as the result of the carelessness, misuse or neglect by the Resident, his or her guests or visitors, the Resident agrees to pay the cost of all repairs or replacements of real and personal property and to do so within thirty (30) days after receipt of Management’s notification of the cost for the repair or replacement; and the rent for the period that the rental home is damaged will not abate whether or not the rental home is habitable. If not required in this Lease, Landlord strongly advises Resident to obtain personal liability coverage as described in Section 7 (Insurance).

1. **DEFAULT.** **In the event of any default by the Resident in the performance of any of the Lease obligations defined herein, the Landlord may, at his option, terminate tenancy and retake possession of the premises as allowed by law.** If this Lease Contract is breached by non-payment of rent or otherwise, Landlord may accept said rent due or any part of the same, which is hereby accepted with reservation, and doing so does not condone said default and Landlord is not estopped from terminating tenancy as to any said breach.

Payment of any rent after commencement of legal proceedings is hereby accepted with reservations, and acceptance of the same shall not waive any of Landlord’s rights or remedies by contract or law, all of which are hereby reserved.

Resident hereby covenants to pay all of the balances of the rent required by this lease to the end of the term or any extensions thereof.

1. **PERSONAL INJURY & PROPERTY DAMAGE.** **Subject to standards required by law, neither Landlord nor Agent shall be liable to any Resident, Occupant, or guest for (a) any damage to person or property caused by the acts or omissions of other residents or other persons, whether such person shall be off or on the Property, with or without permission of Landlord; (b) losses or damages from theft, vandalism, fire, water, rain, storm, explosion, sonic boom, earthquake, tornado, or any other act of God; (c) loss or damages resulting from failure, interruption or malfunctions in the utilities provided to Resident under this Lease; (e) any personal injuries in or around the swimming pool, if provided, or playground, if provided, or elsewhere on the Property. Landlord’s liability for any injury to Resident Parties shall be limited to injuries arising from such defects that are unknown by the injured party and known to Landlord or willfully concealed by Landlord.**
2. **WAIVER.** If Landlord, at his option, agrees to a waiver of any of the terms and conditions in this Lease Agreement, such waiver shall not for any purpose be construed as a waiver of any succeeding breach of same or any other terms or conditions of said lease.
3. **LEGAL EXPENSE.** If Landlord elects to retain an attorney to enforce any provision of this lease, or if the Landlord incurs any expenses in the exercise of any rights hereunder, then the Resident agrees to pay an administrative fee as defined in Item R to Landlord, in addition to all reasonable attorney’s fees and expenses incurred as a result thereof.
4. **AUTOMOBILE AND OTHER VEHICLES.** Unless otherwise provided in a separate Parking Addendum, parking space at the Apartment is provided on a first come, first serve basis, limited to the designated areas, for private passenger vehicles only. Upon request, designated parking will be provided to disabled residents as a reasonable accommodation. Owner reserves the right to control the method, manner, and number of parking spaces allotted per rental home. No more than two parking spaces per rental home are provided without expressed written permission from Management. Management reserves the right to regulate the entry to the Community by agents, furniture movers, and delivery people. The Resident shall have no right to park or store any boats, trailers, trucks, campers, or other vehicles on the Premises without the written consent of the Landlord. The Landlord reserves the undisputed right to remove and dispose of any inoperable, abandoned, expired/non-licensed, commercial, and/or immobile vehicles, as well as those considered to be an “eye-sore” as determined by the Landlord. Towing decisions are left to the discretion of the Landlord as circumstances dictate. Resident shall not park any vehicles, motorcycles, motorbikes, bicycles or other such vehicles (1) on any porches, balconies, steps, sidewalks, lawns or yard areas, or (2) in front of any dumpsters, blocking other vehicles, outside the boundaries of a single parking space, in a handicapped space without such credentials, or in designated fire lanes, for any reason to include moving in or out. The Landlord reserves the right to remove and dispose of any such vehicles so parked. Automobile maintenance is not allowed on site. Residents who violate this policy will be subject to a fifty-dollar ($50.00) fine as well as the costs of damage to the property. Exceptions may be made in the case of an emergency battery change or tire repair with the expressed written permission of Management. Resident will be liable for any damages resulting from violations of this section.

For the safety and welfare of all members of our community, **the Speed Limit in the Community is ten (10) miles per hour in all areas**. Any violation of posted speed limits or stop signs will be cause for lease termination and/or prosecution.

1. **SECURITY.** The Resident is responsible for his/her own safety and security. The Landlord does not warrant, represent, guarantee or promise the safety and/or security of the Resident or the Resident’s property against the criminal actions of third parties. By executing this Lease Agreement, the Resident acknowledges that the Landlord has not represented that he shall be responsible for any safety or security measures of any kind or character or that the Premises or the Apartment shall be free from crime. The Resident acknowledges that it is the Resident’s exclusive responsibility to protect the Resident’s person and property from acts of crime. The Resident releases and agrees to hold the Landlord harmless from any and all claims which may arise out of the criminal acts of third parties.
2. **APPLICATION.** The Application is a part of this lease, and Resident affirms the statements and information contained on the Application are true and correct. Resident acknowledges that a misrepresentation on the rental application is a breach of the lease. Resident further acknowledges the Landlord’s authority to obtain credit information through the use of a credit reporting agency which shall be a continuing right agreed upon by the Resident to include, but, not be limited to credit verification, skip-tracing or the collection of any amounts which may be alleged due and owing pursuant to the terms of this lease.
3. **SAVINGS CLAUSE.** If any provision of this Lease is determined to be in conflict with the Uniform Residential Landlord and Tenant Act, as the same may be enacted in the state in which the Property is located and applicable to this Lease, or any other applicable legal requirements, thereby making such provision null and void, the nullity shall not affect the other provisions of this Lease, which shall be given effect without the void provision. To this end the provisions of this Lease are severable. This Lease shall be deemed modified to the extent necessary to comport with the requirements of applicable law.
4. **NOTICES & CHANGES IN TERMS.** Any notices required by the terms of this Lease or by law shall be delivered or sent by mail to the person to whom those notices are due. No change or alteration in any of the terms of this lease as originally printed shall be binding upon the Landlord unless agreed upon in a written document signed by all parties to this Lease.
5. **CONSTRUCTION & SEVERABILITY.** Words of any gender used in this Lease shall be held to include any other gender, any words in the singular shall be held to include the plural and the plural to include the singular, when required. The term Landlord shall be held to include the Landlord’s Agents as indicated in the Parties to Section of this Lease. The invalidity or unenforceability of any provision of this Lease Agreement will not affect the validity or enforceability of any other provision and all other provisions will remain in full force.
6. **WAIVER OF JURY TRIAL.** Any legal proceeding involving the parties to this Lease based on common law, statute, or relating to this Lease shall be to a judge, and not a jury, as allowed by law.
7. **GUARANTORS.** A Guarantor assumes full responsibility as outlined in this Lease. The Guarantor will remain responsible for the duration of this Lease and any extensions thereof, until the Resident vacates, or a new Lease is entered into. A Guarantor is responsible for any and all damages which may occur during the term of the Lease and any extensions.
8. **ADDENDA.** The Resident acknowledges receipt of a copy of this Lease and the following Addenda to this Lease and understands that these Addenda are incorporated herein:
   1. Addenda Page 8: Concession Addendum
   2. Addenda Page 8: Electronic Communication Consent & Addendum
   3. Addenda Page 8: Drug & Crime Free Housing Addendum
   4. Addenda Page 9: Bed Bug Addendum
   5. Addenda Page 9: Healthy Housing Environment: Moisture & Mold Addendum
   6. Addenda Page 10: Satellite Addendum
   7. Addenda Page 11: Lead-Based Paint & Lead-Based Paint Hazards Addendum
   8. Addenda Page 11: Fitness Center Addendum
   9. Addenda Page 12: Pool Addendum
   10. Addenda Page 12: Delivery Addendum
   11. Addenda Page 13: Pet Agreement & Registration Addendum

IN TESTIMONY WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS DOCUMENT ON THE DATE WRITTEN ABOVE:

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| **LEASE SIGNERS. All occupants over 18 - "Resident"** | | | | |
| **Type of Lease Signer\*** | **First Name\*** | **Last Name\*** | **Signature** | **Date** |
| Financial Lease Signer | Christopher-Xavier | Robinson-Weatherington |  | 8/1/2019 |
| Non Financial Lease Signer |  |  |  |  |
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| **GUARANTOR** | | | | |
|  | **First Name\*** | **Last Name\*** | **Signature** | **Date** |
| Guarantor |  |  |  |  |
|  |  |  |  |  |
| **LANDLORD** | | | | |
|  | **First Name\*** | **Last Name\*** | **Signature** | **Date** |
| Agent/Landlord |  |  |  |  |

**CONCESSION ADDENDUM**

The goal of this Addendum is to describe concessions, if any, as agreed to between the Landlord and Resident. As consideration for Resident’s agreement to move-in or remain in the Premises and to fulfill Lease obligations throughout the full term of the Lease, Resident will receive the following rent concession and/or discount:

🗹🞏🞏**One-Time Rent Concession:** Amount: **$«OneTimeConcession»** For the Month(s) of: **«MonthsOfOneTimeConcession»**.

If in any given month Resident fails to pay rent and all other fees prior to the late date as agreed under the Lease, a percentage of the Total Upfront Rent Concession shall be charged back to the Resident in that month, calculated as the Total Upfront Concession divided by the number of months in Lease Term defined in Item C.

🗹🞏🞏 **Monthly Rent Concession:** Amount: **$«MonthlyConcession»** For the Month(s) of: **«MonthsOfMonthlyConcession»**.

Monthly Payment Due is calculated as Total in Item F less the Monthly Rent Concession above. If in any given month Resident fails to pay rent and all other fees prior to the late date as agreed under the Lease, the Monthly Concession for that month shall be charged back to the Resident.

🗹🞏🞏 **Other Discount/Concession:** Amount: **$«OtherDiscount»** Description: **«DiscountDescription»**.

**The foregoing concession is contingent upon Resident's complete performance under the Lease.  Resident understands and agrees that if Resident fails to completely fulfill the terms of the Lease, then this Concession Addendum will be immediately terminated and (a) all concessions previously applied must be repaid and will be due and payable to Landlord immediately; and (b) any concessions that have not been applied will be waived.**

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| Resident Initial(s) |  |  |  |  |  |  |

By signing Page 6 of this Lease and initialing herein, Resident agrees and acknowledges having read and understood this Addendum.

**ELECTRONIC COMMUNICATION CONSENT & ADDENDUM**

The goal of this Addendum is to allow the Landlord to transact business with the Resident through electronic communications. The following terms and conditions govern electronic communications in connection with the Lease Contract and any communications regarding Resident’s account with the Landlord (the "Consent").

By signing this Consent, Resident agrees that:

1. Any disclosure, notice, record or other type of information that is provided to Resident in connection with his account, including but not limited to, the Lease Contract, fee and transaction information, periodic statements, notices of adverse action, change in terms notices, and other account information (collectively, "Communications"), may be sent electronically by sending it via email, text messaging, telephonic communications, social media (including but not limited to Facebook, Twitter, Instagram, LinkedIn, etc.) from the Landlord or any vendor/servicer contracted at any time.
2. Landlord will not be obligated to provide any Communication in paper form unless Resident specifically makes such request.
3. Resident may obtain a copy of any Communication by contacting the Landlord. Resident can withdraw consent to ongoing electronic communications in the same manner and ask that Communications be sent in paper or non-electronic form. Landlord will provide paper copies at no charge.
4. Resident will provide Landlord with a current email address for notices, which unless notified otherwise is assumed to be the email address provided in the Rental Application. If Resident’s email address or telephone number(s) change, Resident must send notice of the new email address/telephone number(s) by sending an email at least five (5) days before the change.
5. In order to receive electronic communications in connection with this Lease Agreement, Resident will need a working connection to the Internet as well as an email address. Resident’s browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet using commercial-grade encryption capabilities. Microsoft Internet Explorer 8+ and above, or a similar browser, is needed to support this feature. Resident will also need a printer connected to your computer if Resident wishes to print notices. Landlord will send communications to email addresses in HTML or PDF format. If PDF format communications are sent, the email will include a link to a free PDF-reader to ensure Resident can view the communication. Landlord does not provide ISP services. Resident must have an Internet Service Provider.
6. Landlord may amend (add to, delete or change) the terms of this Consent by providing advance notice.
7. Resident is able to view, print and/or electronically store the information presented on Landlord’s website, and Resident will retain a copy of this consent for his records.

Resident is free to withdraw this Consent at any time and at no charge by contacting the Landlord with the details of such request. Such withdrawal of Consent will not affect the legal effectiveness, validity, and enforceability of prior electronic Disclosures.

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| Resident Initial(s) |  |  |  |  |  |  |

By signing Page 6 of this Lease and initialing herein, Resident agrees and acknowledges having read and understood this Addendum.

**DRUG & CRIME FREE HOUSING ADDENDUM**

The goal of this Addendum is to protect the Premises and Apartments as provided by law. At the time of this Lease Agreement and any extension thereof, Resident acknowledges and agrees that Resident, all Occupants, and any guest or other person on the property with Resident’s permission SHALL NOT:

1. Engage in any criminal activity, including drug-related criminal activity, on or near the property premises. Drug-related criminal activity includes, but is not limited to the illegal manufacture of, sale of, distribution of, or use or possession with intent to use, manufacture, sell, or distribute a controlled substance (as defined in Section 102 of the Controlled Substances Act (32 U.S.C.802).
2. Engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the premises.
3. Permit the Premises to be used for or to facilitate, criminal activity, including drug-related criminal activity.
4. Engage in the manufacture, sale or distribution of illegal drugs, whether on or near property premises or otherwise.
5. Engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms, on or near property premises.

**VIOLATION OF ANY ONE OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND CAUSE FOR TERMINATION OF THE LEASE AGREEMENT.**

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By signing Page 6 of this Lease and initialing herein, Resident agrees and acknowledges having read and understood this Addendum.

**BED BUG ADDENDUM**

The goal of this Addendum is to protect the quality of the Apartments from the effects of bed bugs by providing information and instructions, and to clearly set forth the responsibilities of the Resident. At the time of this Lease Agreement, Resident acknowledges and agrees (1) that the Landlord has inspected the Premises and is not aware of any bed bug infestation, and (2) that all furnishings and personal properties that will be moved into the Premises are free of bed bugs.

**Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:**

1. Check for hitch-hiking bed bugs. When staying in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bed bugs before re-entering the Premises. Check backpacks, shoes, and clothing after using public transportation or visiting theaters. After guests visit, make sure to inspect beds, bedding, and upholstered furniture for signs of bed bug infestation.
2. Resident shall report any problems immediately to the Landlord. Even a few bed bugs can rapidly multiply to create a major infestation that spreads.
3. Residents shall cooperate with pest control efforts. If the Premises or a nearby Apartment is infested, a pest management professional will be called in to eradicate the problem. Resident shall properly prepare the Premises for treatment. Resident shall comply with recommendations and requests from the pest management specialist, including but not limited to:
   1. Placing all bedding, drapes, curtains, and small rugs in bags for transport to laundry or dry cleaners.
   2. Properly sealing in plastic and disposing of heavily infested mattresses that are deemed not salvageable.
   3. Emptying dressers, night stands, and closets, removing all items from floors, bagging all shoes, boxes, toys, etc., bagging and tightly sealing washable and non-washable items separately, and properly disposing of all used bags.
   4. Vacuuming all floors, including inside closets, all furniture including inside drawer and nightstands, and all mattresses and box springs. Carefully removing vacuum bags, sealing them tightly in plastic and discarding them properly. Use a brush attachment to dislodge eggs.
   5. Washing all machine-washable bedding, drapes, and clothing etc. on the hottest water temperature and drying on the highest heat setting. Taking other items to the dry cleaner, making sure to inform the dry cleaner that the items are infested with bed bugs.
   6. Discarding any items that cannot be decontaminated.
   7. Moving furniture toward the center of the room to allow technicians to easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces, and allowing access to all closets. Items must be removed from the closets to allow for treatment.
4. Resident agrees to reimburse the Owner/Agent for expenses including but not limited to attorney’s fees and pest management fees that the Landlord may incur because of an infestation of bed bugs.
5. Resident agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages, and expenses that he/she may incur because of a bed bug infestation.
6. Resident acknowledges that the Landlord shall not be liable for any loss of personal property to the Resident because of an infestation of bed bugs. Resident agrees that such losses can be covered by personal property insurance.

**The following will be considered material non-compliance of this Bed Bug Addendum and shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease, or applicable law including, but not limited to, terminating the Resident’s right to possession of the premises:**

**a. Any misrepresentation by the Resident in this Addendum.**

**b. Refusal to execute the Bed Bug Treatment as required.**

**c. Failure to promptly notify the Landlord of the presence of bedbugs.**

**d. Failure to adequately prepare for treatment in the sole discretion of the pest control professional.**

**e. Refusal to allow the Landlord to inspect the premises.**

**f. Any action that prevents treatment of the Unit or potentially exacerbates or increases the bedbug issue.**

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By signing Page 6 of this Lease and initialing herein, Resident agrees and acknowledges having read and understood this Addendum.

**HEALTHY HOUSING ENVIRONMENT: MOISTURE AND MOLD ADDENDUM**

The goal of this Addendum is to protect the quality of the Apartments from the effects excessive mold growth by providing information and instructions, and to clearly set forth the responsibilities of the Resident.

Molds (also known as fungi) are everywhere in the environment, outdoors and indoors, without a threat to health or property. Molds are simple, microscopic fungi that grow on surfaces of objects, within pores, and deteriorated materials. Webster’s Seventh New Collegiate Dictionary defines mold as a superficial often-wooly growth produced on damp or decaying organic matter or on living organisms. Mold can spread through the air or even be carried by our shoes or on clothing. Molds can grow on anything as simple as a damp stack of newspapers. Mold prevention is best accomplished through resident attention as well as management awareness. According to code #5327, The Landlord/Tenant Responsibility Act, it is necessary for the resident to practice good housekeeping.

**PREVENTION STARTS WITH THE OCCUPANT**

By signing this agreement, Resident agrees to do the following to ensure all preventative measures are taken to avoid excess mold growth:

1. Utilize the proper ventilation and dehumidification of the apartment and its contents to prevent the growth of mold.
2. Our HVAC systems are designed to maintain a level of comfortable humidity that can prevent mold growth. Please allow your HVAC system to work effectively.
3. Use exhaust fans during and after cooking, dishwashing, and cleaning in food service areas.
4. Use venting systems during and after the use of bathrooms, clothes washers / dryers, and other moisture-generating sources to the outside. If moisture is apparent, it is necessary to wipe away all moisture and open doors to help ventilate the area. Make sure to clean the lint screen after every use of clothing dryer.
5. It is the responsibility of the residents to keep their home in a clean condition with regular routine cleanings. Pet urine, beverage spills, and/or insufficient drying of carpets can be a breeding ground for mold. Make sure to clean and thoroughly dry all absorbent materials when cleaning. It is necessary to sustain an appropriate climate control and remove visible moisture accumulation on windows, walls and surfaces as soon as reasonably possible.
6. In the event a resident believes that a possible mold concern exists, Management must be notified immediately. Documentation from the resident as to the time the concern was reported, to whom and the area in question will also be beneficial.
7. Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household detergent / disinfecting cleaner.
8. Avoid the use of humidifiers and other equipment that creates mists and vapors. If this type of equipment is not maintained it can turn into a health hazard.
9. Avoid blocking or covering any of the heating ventilation or air conditioning ducts in your home.
10. Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for extended period of time (more than several hours).
11. Over watering indoor plants can cause mold growth. Make sure to clean and dry plant overflow accidents. Firewood is another natural mold source – do not store firewood indoors

It is necessary to be able to identify leaks and the possibility of moisture accumulation. Pay close attention to details such as water leaks, overflowing water from bathtubs, toilets, sinks, washing machines, air conditioning components and refrigerators. It is important to check for plumbing problems and missing caulk in the bathroom areas.

**Resident agrees to immediately notify the management office in writing using the *Water Damage, Moisture, or Indoor Air Quality Notification Form* about any moisture concerns. These include inoperable windows or doors, water leaks, water infiltration, air conditioning or heating system concerns that the resident may discover.**

If the apartment or resident sustains mold damage to property or health problems arise, due to the lack of prompt notification or adhering to the recommendations identified throughout this notification the Resident may be charged and/or held accountable for, but not limited to, any and all damages.

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By signing Page 6 of this Lease and initialing herein, Resident agrees and acknowledges having read and understood this Addendum.

**SATELLITE ADDENDUM**

Under the Federal Communications Commission (FCC), the Resident has a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. The Landlord is allowed to impose reasonable restrictions relating to such installations. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that the Resident and Landlord agree to follow.

Landlord hereby grants consent to Resident to have installed \_\_\_\_ satellite dish(es) or antenna(s) on the Premises.

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At the time of this Lease Agreement and any extension thereof, Resident acknowledges and agrees that:

1. Resident shall pay to Landlord a Satellite Security Deposit as defined in Item V. The Landlord shall return the deposit to the Resident (1) provided the Resident fulfills all the terms and conditions of this Addendum, and (2) after the deduction of any damages caused by the installation, or any other amounts owed by the Resident upon termination of the Lease Agreement. This deposit shall be held by the Landlord on the same terms and in the same account as the Security Deposit held under the terms of the Lease Agreement.
2. Resident shall acquire and maintain proof of insurance (by providing Accord of Certificate of Insurance, or by naming the Landlord as additional insured), covering any damage or injury caused by the Resident’s installation or use of satellite dish or antenna, for length of tenancy.
3. Resident shall ensure the satellite dish is installed under the following guidelines:
   1. The satellite dish may not exceed one meter or more in diameter.
   2. The satellite dish may ONLY be installed on a private balcony/patio/railing. Dish may not extend beyond the balcony/patio/railing line, nor may extension devices be utilized to extend beyond balcony/patio/railing.
   3. The satellite dish may not be installed on any common areas including outside walls, window sills, roof common area balconies, stairwells or similar areas.
   4. No holes may be drilled in any exterior wall, roof, window, door, fencing, balcony railing or glass.
   5. Hook-up is permissible by either flat cable under a sliding glass door or by means of a device which allows signals to pass through glass. The satellite system may not splice into any existing cables or wires and must be classified as a stand-alone system.
4. Resident agrees to indemnify and hold the Landlord harmless for any and all injuries of any kind or description caused by the satellite or the installation or use of the satellite. Resident assumes all risk and responsibility for any personal injury or property damage caused by the installation, operation or removal of the dish, including any injury or damage caused by a failure to securely install the dish. Resident agrees to hold harmless the Property Manager, the Owner of the community, their agents and employees from any and all claims, expenses, costs and damages.
5. Resident understands and acknowledges that there is no guarantee of satellite reception for any particular unit. Reception should be determined prior to purchase/installation.
6. The strength and type of materials used for installation must be approved by the Landlord. Resident agrees to have the satellite installed by a qualified person or company approved by the Landlord, and such approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. Resident may begin installation only after Resident has (1) notified the Landlord, in writing at least 15 days prior to the date Resident wishes to install the Satellite, that Resident wishes to install a satellite dish in the Premises. The notification must state where and how the REisdent wants to install the Satellite. (2) Initialed this Addendum, (3) provided Landlord with written evidence of the liability insurance required, (4) paid Landlord a Satellite Security Deposit, and (5) received written approval from Landlord regarding the materials used and the installer to be contracted.
8. Resident shall be responsible for restoring the premises back to its pre-installation condition upon termination of residency. To confirm acceptable installation, photographic documentation may be maintained in the Resident’s file.
9. To prevent water damage and excessive utility bills, Resident must not continuously leave the door or window ajar for the coaxial cable that extends from the satellite dish to the set top box on the television.

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By signing Page 6 of this Lease and initialing herein, Resident agrees and acknowledges having read and understood this Addendum.

**LEAD-BASED PAINT ADDENDUM**

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

Lessor’s Disclosure: This Apartment’s disclosure is detailed in Item W of the Lease Contract.

Lessee’s Acknowledgement: Resident certifies that he has review the information above and in Item W of the Lease Contract and has received copies of all information listed above including the pamphlet entitled “Protect Your Family from Lead in Your Home.”

Lessor’s Acknowledgement: Landlord has informed the Resident of the Landlord’s obligations under 42 U.S.C. 4852d and is aware of his responsibility to ensure compliance. Landlord certifies that to the best of its knowledge, that the information provided is accurate.

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| **LANDLORD** | | | | |
|  | **First Name\*** | **Last Name\*** | **Signature** | **Date** |
| Agent/Landlord |  |  |  |  |

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| Resident Initial(s) |  |  |  |  |  |  |

By signing Page 6 of this Lease and initialing herein, Resident agrees and acknowledges having read and understood this Addendum.

**FITNESS CENTER ADDENDUM**

This Apartment DOES; DOES NOT have a fitness center. When using the Fitness Center, Resident agrees to hold the Landlord harmless of any damage resulting from use, accident or misuse in/of the Fitness Center. Resident further agrees:

1. The Fitness Center is available for Resident use only.
2. Resident and guest(s) will adhere to the rules and regulations posted in the fitness center and Management policies.
3. The Fitness Center is not supervised. Resident are solely responsible for their own appropriate use of equipment.
4. Resident shall carefully inspect each piece of equipment prior to Resident’s use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
5. Resident shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other persons use that appears to be dangerous or in violation of Management Rules and Policies.
6. Resident 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 Residents physician.
7. Resident will always keep Fitness Center door closed during Resident’s visit to the Fitness Center.
8. Resident will not admit any person to the Fitness Center who has not registered with the Management Office.
9. Resident must accompany guest(s) and Resident is responsible for guest(s)
10. No glass, smoking, eating, alcoholic beverages, pets, are permitted in the Fitness Center.
11. Please ensure to clean fitness equipment after each use.
12. Shirts and shoes must always be worn. No sandals or flip-flops.
13. Premise is under 24-hour surveillance, vandalism or misuse of property will be reported to proper authorities. All violators will be prosecuted, and subject to eviction.
14. Children under the minimum age of 16 must always be accompanied by a parent or legal guardian. Children age 16 or 17 may use the fitness center only if permission is provided in the space below.

Resident hereby grants permission for the below minors above the age of 15 to use the fitness center. Resident explicitly agrees to hold the Landlord harmless of any damage or injury to the minor resulting from use, accident or misuse in/of the Fitness Center.

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| **RESIDENT WAIVER FOR MINOR (Age 16-17) USE OF FITNESS CENTER** | | | |
| **Name of Minor** | **Age of Minor** | **Resident Name** | **Resident Signature** |
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**POOL ADDENDUM**

This Apartment DOES; DOES NOT have a pool. Swimming pools, as well as all other facilities and amenities, are to be used at the risk of the person(s) using them. Use of recreational facilities shall be restricted to Residents and their guests only. Anyone found within a recreational facility after hours without expressed written permission from the community management will be considered trespassing and will be subject to prosecution. All use of facilities will be in accordance with posted rules, which may be changed at the discretion of Management and without prior notice. Guest limit will be two (2) per rental home. Guests using the recreational facilities must always be accompanied by an adult resident on the lease. Resident parties or large gatherings at any recreational facility are not permitted without written permission from Management.

When using the Pool, Resident agrees to hold the Landlord harmless of any damage resulting from use, accident or misuse in/of the Pool. Resident further agrees:

1. **There is NO LIFEGUARD on duty at any time; therefore, those choosing to use the pool will be doing so at their own risk. As a precaution, there is NO swimming alone.**
2. Since many people use the pool, each Resident must be considerate of the other Residents in the matter of inviting guests; as the community Residents must have first consideration as to the use of the pool. It is suggested that Residents give careful thought to inviting guests on Saturdays and Sundays when the pool is utilized the most. No more than two (2) guests per apartment will be permitted at any time. Visitors without a Resident are not permitted and will be asked to leave. Residents are responsible for familiarizing their guests with the community’s Pool Policies. In addition, Residents are responsible for the behavior of their guests.
3. The pool is open during posted hours. When the clubhouse and pool gate is locked, for any reason, this will mean the pool is CLOSED. Do not climb over the fence when the pool is closed. Anyone trespassing may lose pool privileges for the remainder of the season, and may also be subject to lease termination.
4. Pool tags, where applicable, must be worn at all times while in the pool area, and are not transferable. If approached by a staff member, you must provide a pool pass or proper identification.
5. **Persons under 16 years of age, must be accompanied by an adult Resident, at all times when in or around the pool. REMEMBER, THERE IS NO LIFEGUARD ON DUTY.**
6. There is to be no running, rough or boisterous play, or foul language in or around the pool. **NO DIVING ALLOWED**.
7. Bicycles are not to be brought into the pool area at any time.
8. Receptacles have been provided for trash, cigarette butts and other refuse. Please help keep the pool area clean by using these receptacles.
9. There will be no food in the pool area at any time. **GLASS CONTAINERS OR ALCOHOLIC BEVERAGES WILL NOT BE ALLOWED IN THE POOL AREA UNDER ANY CIRCUMSTANCES.**
10. All persons entering the pool must be clean. No persons with excessive suntan lotion or oil will be allowed in the pool. Anyone attempting to put any type of soap or detergent in the pool is subject to losing pool privileges and will be held responsible for any damage to the pool or pool equipment, and may be subject to lease termination.
11. We cannot allow any person to use the pool if he /she has an infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages.
12. **Pets are FORBIDDEN in or around the pool area**.
13. The ropes and life rings are not toys; they are for emergency purposes only. Anyone tampering with life-saving devices will be subject to losing pool privileges as well as possible lease termination.
14. The only floatation devices permitted will be those designed to assist with swimming and proper supervision is required.
15. Proper swim attire must be worn at all times in the pool and pool area. Cut-off jeans or thong back swimming suits are not allowed. No diapers are allowed.
16. Swimsuit attire will not be permitted in the clubhouse. Shoes, shirt or swimsuit cover-up required for clubhouse entry. Please dry off prior to entering the clubhouse, as the floors can become slippery. Access to the clubhouse restrooms will be permitted through designated areas only.
17. Battery powered radios will be permitted as long as the volume is kept low and it is not disturbing to other persons trying to enjoy the pool area.
18. Owner reserves the right to close the pool without notice.
19. Owner reserves the right to refuse entry to anyone at its sole discretion or eject from the pool premises any person failing to comply with the above policies and procedures.
20. Owner reserves the right to amend the above rules and regulations as deemed necessary.
21. Positively NO exceptions will be made to the above stated policies and procedures.
22. Any repeated infraction of these policies may result in the closure of the pool for the entire season.

**MANAGEMENT IS NOT RESPONSIBLE FOR ANY INJURIES OCCURRING AT ANY TIME WITH IN THE POOL AREA AND ASSUMES NO LIABILITY FOR PERSONAL ITEMS IN THE POOL AREA.**

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| Resident Initial(s) |  |  |  |  |  |  |

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**DELIVERY ADDENDUM**

This Apartment DOES; DOES NOT accept packages on behalf of Residents. For Apartments that do accept packages on behalf of Residents:

Reasonable deliveries of small packages in the office from the Postal Service, UPS, Federal Express, Airborne and other similar delivery services excluding certified mail of any time, as a courtesy to Resident and Occupants, may be accepted by the Landlord during normal office hours. These deliveries must be picked up at the location defined in Item D during standard business hours by Resident, Occupant or any party designated in writing by the Resident to accept delivery. Because we have limited storage space we ask that you retrieve your packages from the Office as quickly as possible. In the event that a package has not been picked up within a reasonable amount of time we will return the package to the original courier.

Any person receiving mail at the address who is not on the Lease Contract is considered to be an unauthorized occupant. Resident agrees that any such person must register with the Landlord immediately by filling out an application and going through the screening and approval process as required.

Resident gives Landlord permission to accept packages on his behalf. By initialing below, Resident releases Landlord from any liability regarding damage, loss or theft of any parcels delivered to the office on Resident’s behalf.

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**PET AGREEMENT & REGISTRATION ADDENDUM**

The goal of this Addendum is to allow Resident to maintain a Pet on the Premises. Apartments are not ideal environments for pets; consequently, a pet’s acceptability on the premises must be based on the Resident’s control of the pet, consideration of the property and courteous concern for neighbors.

Resident will maintain the following Pet(s) on the Premises in accordance with the following Fees and Rents

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| **PET(S)** | | | | | | | | |
| **Name** | **Pet** | **Type** | **Weight** | **Color** | **Service Animal** | **Pet Fee** | **Pet Deposit** | **Pet Rent Per Month** |
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Landlord hereby allows Resident to have or maintain the above described Pet(s) on the Premises, subject to the terms and conditions detailed in this agreement. At the time of this Lease Agreement and any extension thereof, Resident acknowledges and agrees that:

1. Only the pet(s) listed will occupy the Premises. No additional or different pet is authorized under this agreement.
2. The pet(s) shall not cause: danger, damage, nuisance, noise or health hazard, nor will it soil the apartment, premises, grounds, common areas, walks, parking areas or landscaping. Resident agrees to clean up after pet(s) and agrees to accept full responsibility and liability for any damage, injury, or actions arising from or caused by pet(s).
3. Resident shall always accompany pet(s) while outside of the interior Premises of the apartment unit.
4. Resident shall not allow the pet to remain on or urinate/defecate on the patios or balconies.
5. Resident shall not tie pet(s) to any posts, trees, railings, or any other place on the Apartment property.
6. Resident shall register and immunize the pet(s) in accordance with all local laws, ordinances or requirements. Resident hereby represents and warrants that the above-described pet(s) have been properly licensed and inoculated as required by law, and Resident agrees to maintain such licensing and inoculation of the pet and to furnish Management with evidence upon request. Resident also warrants that the above-described pet(s) meets the breed/weight restrictions of the property. Such restrictions are subject to change at the discretion of Owner. **Aggressive pets are not allowed. Specific breed restrictions are designated by the Landlord.**
7. Resident warrants the following for every pet listed:
   1. The pet is housebroken;
   2. The pet has no history of causing physical harm to persons or property such as biting, chewing, scratching, etc.;
   3. The pet has no vicious or aggressive history or tendencies; and
   4. The pet will not exceed the Landlord’s pet weight limit as defined in Item X.
8. Resident acknowledges that only two pets are allowed per apartment.
9. Resident shall observe the following regulations:

**\*Dogs/Cats/Small Mammals** – Must be controlled at all times. Must be kept on short leash while in common areas or on grounds. Barking and odors will not be tolerated when it is considered to be a nuisance to other residents. Proper disposal of litter (securely bagged) should be done on a frequent basis. Litter should never be dumped in toilet/sink. Resident agrees that if the pet is a cat, he/she will provide written veterinarian proof of neutering/spaying and de-clawing of the pet. Resident shall collect and remove all pet waste from the grounds of the Apartment community. If Resident fails to pick up after the pet, he/she will be charged a $50.00 fine each time.

**\*Birds** – Birds will be properly caged. Seeds and droppings will be shielded to prevent accumulation and/or damage.

**\*Fish/Reptiles** – Aquariums will not leak and will be cleaned regularly. Aquarium/rock waste should never be dumped in toilet/sink.

1. **Any pet deemed dangerous in nature will be prohibited.** This would include any animal, rodent, reptile which could instill fear, discomfort or extreme caution for other residents, or the Landlord’s agents. Landlord reserves the right to limit the number, type, size or breed of any pet that is permitted on the premises.
2. Resident hereby represents and warrants that the above-described pet(s) have been properly licensed and inoculated as required by law, and Resident agrees to maintain such licensing and inoculation of the pet and to furnish Management with evidence upon request. Resident also warrants that the above-described pet(s) meets the breed/weight restrictions of the property. Such restrictions are subject to change at the discretion of Owner.

Resident agrees to pay to Landlord: (1) a non-refundable pet fee as defined above, per pet and in total, (2) a refundable pet security deposit as defined in above, per pet and in total, and (3) non-refundable pet rent as defined above, per pet and in total, to be added to the Total Monthly Due as defined in Item E of the Lease.

In the event of violation of any of the above terms or conditions, Landlord reserves the right to cancel this agreement immediately and require the Resident to remove the pet from the Premises within 3 days’ notice. Cancellation of this agreement does not imply a waiver of the Resident’s responsibility for all damages, penalties, or court costs to enforce the removal of pet from the premises, if necessary. **Failure to immediately remove the pet in the above event shall be a material non-compliance of the lease.**

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| Resident Initial(s) |  |  |  |  |  |  |

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