

## RENTS AND OTHER PAYMENTS DUE UNDER THE LEASE

MONTHLY RENT AND FEES		
Rent:		\$2,555.00
Pet Rent:		\$0.00
Rent Tax:		\$0.00
Pool Maintenance Fee		\$0.00
Smart Home Fee		\$0.00
Cable/Internet Service		\$0.00
Total Rent (collectively, "Rent"):		\$2,555.00
Other Monthly Amounts (See Lease & Addenda)		
Late Fee:	See Sec. 8	\$100.00
Insufficient Notice Fee	See Sec. 3.5	Dependent on Notice
HOA Noncompliance Fee:	See Sec. 8	\$45.00
NSF Fee:	See Sec. 8	\$25.00
One-Time Non-Refundable Pet Fee::	See Sec. 12 & Addendum	\$300.00/Per Pet
Monthly Pet Rent:	See Sec. 12 & Addendum	\$30.00/Per Month and Per Pet
Legal/Dispossessory Fee:	See Sec. 8 & 20	Varies
Utilities:	See Sec. 11 & Addendum	Usage plus \$7 Management Cost
Smart Home Fee	See Sec. 18.3 & Addendum	\$0.00
Service Trip Fee (minimum):	See Sec. 16.5	\$105.00
Pre-Move-Out Inspection Failure to Appear Fee	See Sec. 7	\$105.00
Early Termination Fee	See Sec. 3	\$7,665.00
Insurance Noncompliance Fee	See Sec. 10	\$30.00/Per Month
Deposits and Fees Paid at Move-in		
Security Deposit:		\$3,232.00
Pet Deposit:		\$0.00
Non-Refundable Pet Fee:		\$0.00
Admin fee:		\$50.00
Monthly Rent		
Rent Rate	06/26/2024 - 06/25/2025	\$2,555.00

### Recurring Rent Payment Methods:

1. Electronic payment via resident portal:

<https://rentals-firstkeyhomes.securecafe.com/residentservices/apartmentsforrent/userlogin.aspx>

2. Cashier's check, money order or personal check:

a. Via Regular Mail: Attn: Accounts Receivable, 9115 Harris Corner Parkway Suite 330, Charlotte, NC 28269

b. Resident agrees that by paying by check, money order or other non-electronic forms of payment will be charged a \$25.00 processing fee for each occurrence.

3. CASH PAYMENTS ARE NOT ACCEPTED.



Term from 06/26/2024 ("Commencement Date") to 06/25/2025 ("Expiration Date").

FirstKey Homes of North Carolina, LLC ("Agent"), as agent for FKH SFR Propco I, L.P. ("Owner" and together with Agent, collectively "Landlord").

Property Management Office Address: 9115 Harris Corner Parkway Suite 330, Charlotte, NC 28269("Address for Notice").

Property Address: 3017 Colvard Park Way Charlotte, NC 28269 (the "Property").

Name of Financial Institution where the Security Deposit will be located (*only applicable for FL, GA, AL, KY, NC or TN*):

3053A Freedom Dr, Charlotte NC 28208

Referring Broker: NO (if YES, name of referring Broker: \_\_\_\_\_ ).

**Residents:**

Name	Email Address	Telephone No.	Occupant Type
Nia Tara Byrd	nthall776@gmail.com	(704) 713-2422	Tenant
Montier Elliott	montier.elliott@gmail.com	(980) 230-0605	Roommate

**Other Occupants (collectively, "Occupant"):**

Name	Relationship	Name	Relationship



**Equal Housing Lessor**

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**Lease Cover Page 2 of 53**

**Pet(s):**

Type	Weight	Age	Color	Name	Breed	Gender	Spayed/Neutered

**Service Animals or ESAs**

Type	Weight	Age	Color	Name	Breed	Gender	Spayed/Neutered

**Vehicle Information:**

Make	Model	Color	Year	License Plate	State
Kia	Forte	Black	2019	FKK-8730	

**This Cover Page and any Addenda which are attached to the Lease are hereby incorporated by reference and made part of this Lease.**



## RESIDENTIAL LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into on 06/26/2024 ("Effective Date") by and between FirstKey Homes of North Carolina, LLC, ("Property Manager"), as Agent for FKH SFR Propco I, L.P., ("Owner") (Property Manager, solely in its capacity as an agent for the Owner, and Owner may collectively be referred to as the "Landlord") and Nia Tara Byrd and Montier Elliott (collectively, whether one or more, "Resident"). If more than one Resident, each Resident shall be jointly and severally liable for the obligations of Resident hereunder. Subject to the terms and conditions set forth in this Lease, Landlord rents to Resident, and Resident rents from Landlord, the Property located at 3017 Colvard Park Way Charlotte, NC 28269 ("Property"). The Property shall be occupied only by the Resident and the following occupants:

All Other Occupants:

In consideration of the Rent and performance of all other terms, conditions and covenants contained in this Lease, the receipt and sufficiency are hereby acknowledged. All terms and conditions of this Lease are consideration for performance hereunder and are not mere recitals, as such, the Landlord and Resident agree as follows:

- 1. PROPERTY MANAGER AS AGENT FOR OWNER.** Property Manager is authorized to manage the Property and is authorized to act in all respects as agent for Owner hereunder including execution and renewal of this Lease, to receive service of process, to receive payments, give and receive notices involving demands at the address set forth for Property Manager on page one. Resident authorizes Property Manager to enforce any term of this Lease and any reference to Landlord herein is also a reference to Property Manager for any and all purposes herein.
- 2. CONTINUING DUTY OF DISCLOSURE.** Resident agrees to notify the Landlord within 48 hours or two (2) days of any changes to the Resident's application, including but not limited, to any telephone numbers, email addresses, pets, removal of occupants, property damage, or bodily injury occurring at the Property. Submit any updates to [FKHinfo@firstkeyhomes.com](mailto:FKHinfo@firstkeyhomes.com).
- 3. LEASE TERM, POSSESSION, AND TERMINATION.**
  - 3.1. Term.** The Lease term begins on 06/26/2024 ("Start Date") and ends on 06/25/2025 ("End Date").
  - 3.2. Possession of the Property.** Resident is deemed to have possession of the Property when keys are provided by Landlord ("Possession"). Regardless of whether Resident has Possession, Resident shall be responsible for Rent and other fees under this Lease as of the Start Date and through the End Date or transfer of possession to Landlord, whichever is later. Landlord is deemed to have possession of the Property when keys



are received from Resident, however, Landlord's acceptance of possession during the Lease Term shall not constitute a waiver any of Landlord's rights and remedies herein.

**3.2.1. Keys.** Resident and Landlord acknowledge the actual type and quantities of door keys, mailbox keys, garage door openers, pool access cards or community gate openers (collectively referred to as "Entry Devices") and shall be listed on the move-in and move-out documents which will be incorporated as part of Lease upon completion of the move-in and move-out documents. Resident shall pay for pool access cards or community gate opens or other HOA amenity fobs or devices and shall return all Entry Devices provided by Landlord upon Resident vacating the Property. Unreturned garage door openers will incur an additional charge of \$50.00 per opener.

**3.3. Delay of Possession By Landlord.** If Landlord is unable to deliver Possession of the Property within ten (10) days after the Start Date, Resident may terminate this Lease by giving written notice to Landlord before the Property is made available for occupancy by Resident, and Landlord will refund the Security Deposit and any Rent paid. Landlord may cancel this lease agreement at any time prior to Resident taking Possession ("Cancellation"). Notwithstanding the foregoing, Resident shall not have the right to terminate this Lease because of delays not impacting the habitability of the Property, including but not limited to, cleaning or make-ready work, and cosmetic defects.

**3.4. Resident's Refusal to take Possession.** If Resident refuses to take Possession of the Property after being made available by Landlord, Landlord's obligations under the Lease cease and Landlord shall retain Resident's security deposit and application fee, as lost rental income damages. Landlord's acceptance of any monies does not waive Landlord's right to exercise other remedies available per the Lease or state and local law.

**3.5. Termination.** Resident may terminate this Lease at the end of the Lease Term only by providing Landlord sixty (60) days' prior written notice of Resident's intent to vacate. Landlord may terminate this Lease at the end of the Lease Term by giving Resident sixty (60) days' prior written notice or as otherwise permitted herein, unless excluded by state or local law, see state, city, or county addendum for more information **If the Resident provides notice of less than sixty (60) days of the intent to vacate, this will be considered late notice, as an Insufficient Notice Fee, and the Resident will be charged Rent through the full sixty (60)-day notice period, prorated through the notice period.**

**3.6. Early Termination.** Resident is prohibited from terminating this Lease early unless allowed by federal, state, or local law. If the Lease terminates for nonpayment or other listed defaults, or if Resident terminates this Lease early, the Resident must provide at least thirty (30) days' notice and the Resident will be charged Rent through the full thirty (30) days and an additional Early Termination fee payable prior to



Vacating to the Landlord in the amount of \$7,665.00, as liquidated damages. If Resident violates the Lease by failing to resolve the Lease Violation within the required time period as provided in the Lease Violation Notice or commits a Material Lease violation as defined in the Lease as material noncompliance (see below), requiring immediate termination of the Lease per the Notice, Resident will incur the Early Termination Fee.

**3.6.1. Resident agrees that the Early Termination Fee is a liquidated damage amount agreed to by Resident in consideration, among other things, Landlord's waiver to seek from Resident future rent for the entire amount of any uncompleted Lease term, plus re-leasing related fees, costs, and expenses in the event of Resident's default. For the reasons stated and because the re-renting of the Property after Resident breaks this lease cannot be determined with any certainty, Resident agrees that the Early Termination Fee agreed to be paid by Resident upon the occurrence of an early termination represents a fair amount and method to allocate the numerous risks and liabilities regarding future rent and re-leasing damages between Resident and Landlord. Resident agrees the Early Termination Fee only relieves Resident from liability for the future payment of base monthly rent and re-leasing related costs and expenses. Resident's agreement to pay the Early Termination Fee and repay any move-in or renewal concessions, shall not under any circumstances release Resident for any liability to Landlord under this Lease for any other charges or amounts due under the Lease, including but not limited to unpaid utilities, cleaning charges, or any physical damages to the Property, and Resident shall at all times remain liable for said amounts or any other breaches of the Lease.**

**3.6.2. Statutory Rights.** Resident may have statutory rights to terminate this Lease early based upon federal, state, or local law, including but not limited to:

**3.6.2.1. Active Military.** Pursuant to the Servicemembers Civil Relief Act (50 USC Appx. §§501 et seq. as amended) and local laws, if Resident is or becomes a service member or dependent of a service member, Resident may terminate this Lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of (i) entrance into military service, (ii) military order for permanent change of station, (iii) military orders to deploy with a military unit for not less than 60 days; or (iv) a release from active duty after having leased the Property while on active duty status and the Property are 35 miles or more from the Resident's home of record. If any of these criteria are met, Resident must provide Landlord with a written notice of termination. Termination of this Lease will be effective on the date stated



on the notice that is at least 30 days after the Landlord's receipt of the notice.

**3.6.2.2. Domestic Violence.** Landlord and Resident shall strictly follow all applicable laws regarding responsibilities and obligations under this Lease in circumstances of documented domestic violence.

**3.6.2.3. Sexual Offenses or Stalking.** Landlord and Resident shall strictly follow all applicable laws regarding responsibilities and obligations under this Lease in situations involving certain sexual offenses or stalking.

**3.6.3. Health and Safety.** Landlord may terminate the Lease at any time if Landlord determines, in its sole and absolute discretion, that the Property poses a health or safety risk to the Resident or is otherwise unfit for habitability. Landlord will give Resident as much prior written notice as prudent given the circumstances, and Resident shall thereafter vacate the Property in accordance with Landlord's written notice of same. If Resident fails to vacate the Property in such event, Resident agrees to hold Landlord harmless from any and all claims related to such claims of habitability arising after Landlord terminates the Lease pursuant to this section and Resident agrees that it shall be in breach of Lease and subject to eviction proceedings for failure to vacate per this section.

**3.6.4. Regulatory.** Landlord may terminate the Lease if the Property is in violation of any federal, state, local law, homeowner association rule or any regulation with respect to occupancy of the Property.

#### **4. USE OF PROPERTY**

**4.1. Condition of Property.** Resident will inspect the Property and agrees to accept the condition "AS IS" and no promises express or implied. Resident will personally examine the Property prior to taking Possession, may participate in a move-in inspection with the Landlord and will receive the move-in inspection report or checklist, and agrees that the Property is suitable for Resident's occupancy (see Security Deposit Section). Except as expressly provided herein, Landlord has made no express or implied representations or warranties regarding the condition of the Property. The Property and any personal property or fixtures included therewith are clean and in operable condition. Resident taking Possession of the Property shall be conclusive evidence that the Property is in satisfactory condition at the time of Possession.

**4.1.1. Acknowledgment.** Resident acknowledges and agrees that at no time during the course of discussions prior to Resident executing the Lease did Landlord's representative, agent or employee make any representation (verbally or in writing), engage in any discussion of the Lease, or otherwise communicate to Resident any statement that supplements, modifies, or contradicts any written



term and condition of the Lease, **Resident hereby acknowledges that Resident has read this Lease in its entirety and is fully informed of all contents hereof.**

- 4.2. Residential Purposes.** The Property shall be used for residential purposes only, it shall not be used for operation of a business or commercial activity of any type including but not limited to, child-care.
- 4.3. Occupants.** The Property shall only be occupied by the individuals listed on this Lease and identified in the Resident's Application (the "Application"). If anyone resides at the Property without Landlord's written possession, more than 10 days within a 30-day period, Landlord may declare Resident in breach of Lease. Noncompliance with this section of the Lease shall constitute material noncompliance of the Lease and Landlord may terminate the Lease and proceed with eviction, material noncompliance is not curable by the Resident, unless excluded by state or local law, **see state, city, or county addendum for more information.**
- 4.4. Homeowner Association Rules.** If the Property is located within a homeowner, neighborhood, or condominium association ("HOA"), then Resident's rights under this Lease shall be subject to the covenants, restrictions and requirements of such HOA relating to the Property, which covenants, conditions and restrictions are hereby incorporated ("CC&Rs"). Resident must review and comply with all CC&Rs requirements affecting the Property. Resident will be directly liable for (and shall promptly reimburse Landlord to the extent the same is at any time charged or purported to be charged to Landlord) the following: (a) any fines or other charges assessed against the Property or Landlord for Resident's failure to comply with any such CC&Rs, whether or not Landlord has been notified of the violations or provided notice to the Resident, and (b) the cost to Landlord or Property Manager to cure any violations on the Resident's behalf in the event the Resident fails to cure in a timely manner or if the Landlord's actions are required in order to avoid fines and penalties as determined in Landlord's sole discretion, (c) all costs and actions required to obtain initial HOA amenity access devices, including but not limited to contacting the HOA directly and completing any forms or paying fees, after Landlord provides Possession, such as HOA keys, access cards, pool fobs, gym fobs, any and all costs associated with any HOA amenity or entry device, as well as gate fobs, which may be incurred annually based upon the specific HOA in which the Property is located, Resident agrees it is their responsibility to obtain HOA amenity access. If an HOA requires approval of this Lease and this Lease is not approved by the HOA, or violations of CC&Rs are not cured and/or paid in a timely manner, then the Resident agrees to comply with the demand of the HOA including but not limited immediately and peacefully vacating the Property (if possession has already been given), and curing violations and/or paying fines, and in all cases holding Landlord harmless for such non-approval. Resident shall look solely to the HOA that has denied Lease approval for redress of any grievances caused thereby.





**4.4.1. Resident's HOA Rights and Obligations.** Resident shall have no voting rights in such HOA. Resident shall directly pay to such HOA all fees incurred as a result of Resident's and/or anyone in Resident's household and/or their respective invitees, licensees and guest's violation or failure to comply with any of the applicable HOA documents, rules and/or regulations and/or other instruments of record and shall notify Landlord within three (3) days of Resident's receipt of any notice of such violation by emailing a copy of the violation to violations@firstkeyhomes.com. Resident specifically authorizes Landlord to charge Resident for all unpaid fees incurred as a result of Resident's and/or anyone in Resident's household and/or their respective invitees, licensees and guest's violation or failure to comply with any of the applicable HOA documents, violations, rules and/or regulations and/or other instruments of record as additional rent.

**4.4.2. HOA Violation Fee.** If Landlord receives notice of a HOA or CC&R violation at the Property, and the Landlord determines that the HOA or CC&R violation is attributable to action or non-action of the Resident and will be responsible for paying any fines assessed by the HOA, unless excluded by state or local law, **see state, city, or county addendum for more information.**

**5. RENT.** Rent is \$2,555.00 per month, plus any applicable sales or rental tax and all monies due and owing under this Lease shall be considered to be additional rent ("Monthly Rent"), payments shall be made payable to FirstKey Homes of North Carolina, LLC. If the Effective Date or the End Date of the Lease is on or after the second ("2nd") day of the calendar month, the Monthly Rent shall be prorated for that month based upon the proportional Monthly Rent amount for the number of calendar days Resident occupies the Property.

**5.1. Payment.** Monthly Rent is due on or before the first ("1st") day of each calendar month and is delinquent or late, if not paid by the second ("2nd") day of each calendar month.

**5.2. Procedure.** Mailing Monthly Rent payment shall not constitute payment. Landlord must receive Resident's Month Rent on or before the 1<sup>st</sup> of each calendar month to be considered paid.

**5.2.1. Methods.** Resident agrees all Monthly Rent and payments shall be made by money order, certified check, cashier's check, or approved electronic payment methods, specifically Walk-in Payment System "WIPS", ACH Debit or Credit Card via online Resident Portal. The Landlord will only accept a personal check until the tenth (10) day of the month, regardless of whether the tenth (10) day is a weekend or holiday. Landlord may modify the acceptable methods of payment and payment instructions for Monthly Rent and other amounts due under this



Lease from time to time, and each such modification shall be binding on Resident upon notice to Resident.

- 5.2.2. No Cash Payments.** Resident agrees they will not make any cash payments via mail, courier service, or in-person. **Landlord shall not accept any cash payments.**
- 5.2.3. Application of Monthly Rent.** Resident agrees that all monies paid will be applied to the oldest outstanding balance owed to Landlord including, but not limited to, additional rent resulting from late payments of rent, late fees, returned check fees or nonsufficient funds fees, administrative fees, utilities costs and fees, eviction filing fees, eviction attorney's fees, homeowner's association fines, municipal fines, insurance non-compliance fees and any other monies then due and payable to Landlord as provided in the Lease, unless modified by applicable law, **unless excluded by state or local law, see state, city, or county addendum for more information**
- 5.2.4. Credit-Card Disclosure.** Resident consents that any payment made by credit card, in which a dispute arises, Landlord may provide a copy of Lease to Resident's financial institution issuing the credit card.
- 5.2.5. Acceptance of Late or Partial Monthly Rent.** Acceptance by Landlord of Monthly Rent after due date, whether partial or in full, or knowledge of any breach of this Lease by Resident, shall not constitute a waiver of Landlord's right or construed as an election by Landlord not to enforce the provisions of this Lease pursuant to such a breach, this shall serve as Landlord's full reservation of rights.
- 5.2.6. Rent Increase.** Resident acknowledges and agrees that the Landlord may increase the Monthly Rent after the initial term, **upon proper Notice pursuant to state or local law.**
- 5.2.7. Non-Payment of Rent.** Landlord reserves all rights when Resident willfully violates the lease agreement, by failing to pay Monthly Rent timely, and any payment of Monthly Rent made after the 25th of the month will not be accepted, unless Resident pays the next Monthly Rent payment in full, including all additional rent, late fees, utilities and applicable charges per the Lease, unless excluded by state or local law, **see state, city, or county addendum for more information.**
- 5.2.8. Communication Attempts.** Landlord shall make reasonable attempts to contact Resident if there is an outstanding balance on Resident's ledger, these attempts may be by phone, SMS/text, emails, written correspondence, or other agreed upon methods of communication.
- 5.2.8.1. Unresponsiveness.** If Resident remains unresponsive to Landlord's communication attempts regarding outstanding balance for a continuous



period of fourteen (14) days, the Landlord shall have the right to initiate an Occupancy Check to verify Resident's continued possession and welfare. In the event that an Occupancy Check is required based on Resident's lack of responsiveness as defined in this section, Resident will be charged a fee of \$35.00 as a passthrough cost associated with the required Occupancy Check and this cost will be added to the Resident's ledger and is payable upon receipt of notification.

- 6. NOTICES.** All notices must be given in writing. Notices to vacate must be provided at a minimum of sixty (60) days prior to termination of lease and thirty (30) days for a month-to-month tenancy to the other party. Rent shall be due and payable through the end of the notice period or the expiration of the Lease Term, whichever occurs later, and notices not given in writing pursuant to the Lease will be considered void and without effect. Any notice provided less than sixty days prior to the termination of the lease shall be deemed ineffective and will result in an insufficient notice fee as agreed upon herein and any applicable increased monthly rent amount and month-to-month rent of an additional \$500.00 per month, which shall be due and payable to Landlord as additional rent, subject to all of the terms and conditions of this Lease until either party terminates the tenancy in accordance with this Lease and Applicable Law. The term "**Applicable Law**" shall mean all laws, ordinances, directives, temporary orders, and rules and regulations enacted now or hereinafter by any governmental authority with jurisdiction over the Residence. Any notice provided must be delivered as follows:

**6.1. Resident to Landlord.**

- 6.1.1. Electronic.** Via the Resident Portal or email to: **FKHinfo@FirstKeyHomes.com**.
- 6.1.2. Personal.** By hand delivery in person to Landlord's District office, located at 9115 Harris Corner Parkway Suite 330, Charlotte, NC 28269.
- 6.1.3. Mail.** By mailing the notice via first-class United States mail to the Property Manager's Corporate Office, service by mail shall be deemed effective three (3) days after the later of (i) the post-marked date on the envelope and (ii) actual receipt by Property Manager. Property Manager's Corporate Office Address: **1850 Parkway Place, Suite 900, Marietta, GA 30067**
- 6.1.4. Resident is prohibited from providing notices verbally or orally, emailing or text messaging individual employees or agents of the Landlord, for any purposes related to notices, unless permitted by local or state law.**
- 6.1.5. Waiver.** Resident specifically waives the right to notice of termination of residency for non-payment of rent, unless required by local or state law, **unless excluded by state or local law, see state, city, or county addendum for more information**

**6.2. Landlord to Resident.**



- 6.2.1. Personal.** Serving the Resident in person OR;
  - 6.2.2. Mail.** By mailing the notice via first-class United States mail to the Property, service by mail shall be deemed effective three (3) days after the post-marked date on the envelope OR;
  - 6.2.3. Posting.** Landlord may post notices at the Property and mail a second copy via first-class mail the same day to the Property, **unless excluded by state or local law, see state, city, or county addendum for more information.**
- 7. SECURITY DEPOSIT.** Resident agrees to pay Landlord an amount equal to \$3,232.00 as their security deposit ("Security Deposit") on, before, or within twenty-four (24) hours from the date Resident executes the Lease. The Security Deposit shall be paid by certified check, money order, cashier's check, or electronically, separately from Rent and any fees paid pursuant to the Lease. The Security Deposit shall stand as a continuing and unconditional guarantee for the terms of this Lease and Resident's obligations under the Lease, any breach of the Lease, applicable laws, and to indemnify Landlord regarding damage to the Property or furnishings, whether caused by Resident, occupants, invitees, guests or members of their family or persons upon the Property with their consent. If Resident fails to take Possession of the Property pursuant to this Lease agreement, they shall forfeit the Security Deposit, **unless excluded by state or local law, see state, city, or county addendum for more information.** Without limiting the foregoing or any other right or remedy in favor of Landlord, any amounts and obligations owing to Landlord by Resident, including on account of any damages to the Property (other than normal wear and tear), may be deemed by Landlord as additional rent ("Additional Rent") for purposes of this Lease and the Security Deposit may be applied towards the satisfaction of Additional Rent at any time and from time to time to the extent not prohibited by applicable law.
  - 7.1. THE SECURITY DEPOSIT MAY NOT BE USED BY RESIDENT IN LIEU OF PAYMENT OF ANY RENT DUE UNDER THIS LEASE.**
  - 7.2. Move-In Inspection.** Resident agrees that upon the date Landlord provides Possession, Landlord shall perform an inspection of the Property prior to Resident taking Possession, and Resident has twenty-four (24) hours from taking Possession, to provide notice to Landlord of any pre-existing damage, notate all damages on the form provided by the Landlord during move-in orientation ("Move-In Report"), and Resident shall sign the Move-in Report acknowledging damages notated or provide Landlord with a written dissent listing damages Resident believes are pre-existing to Resident taking Possession. **RESIDENT IS ENCOURAGED TO REPORT EVERYTHING ON OR ABOUT THE PROPERTY OR ADJACENT STRUCTURE REQUIRING REPAIR NO MATTER HOW SLIGHT AT THE TIME OF MOVE-IN.**
    - 7.2.1. Initial Condition.** Upon the expiration of the Inspection Period, the initial condition of the Property will be established and acknowledged by the Resident.



Landlord shall not be bound to make any additional repairs, which are cosmetic or nonfunctional, including but not limited to, carpet blemishes, chipped sinks, painting unless specifically agreed to by Landlord in writing prior to Resident taking Possession of the Property or during the Inspection Period.

**7.2.2. Move-In Report.** The purpose of the Move-In Report is to document the condition of the Property prior to Resident taking Possession, it is not intended to create a punch list of repairs to be completed. The Move-In Report shall not be interpreted by either party as a list of representations or promises by the Landlord to repair any cosmetic matters or replace nonfunctional items. All Resident-requested repairs must be in writing pursuant to the notice provision of this Lease. Resident taking Possession of the Property shall be conclusive evidence that the Property is accepted “as is” and “with all faults” by Resident. The Move-In Report shall be used to determine Resident caused damages and pre-existing damages, to properly conduct move-out deductions.

**7.3. Move-Out Inspections.** Upon Resident vacating the Property, Landlord shall perform a move-out inspection of the Property. Landlord shall provide Resident notice of the move-out inspection and a reasonable opportunity to attend, if required by state law for which the Property is located. During the move-out inspection, the condition of the Property will be reviewed in detail along with the Move-In Report (if applicable) and any photographs of the Property taken prior to Resident taking Possession, or during the mid-year inspection (if applicable). All damages or defect of the Property that were not present and detailed on the Move-In Report will be the Resident’s responsibility to repair or remediate. Resident is not responsible for “normal wear and tear”.

**7.3.1.** If Resident agrees to a pre-move-out inspection prior to vacating the Property and is not present for the scheduled pre-move-out inspection, Resident agrees to pay Landlord \$105.00 fee for failure to be present for the pre-move-out inspection.

**7.4. Deductions.** Landlord will deduct all damages notated on during the move-out inspection from Resident’s Security Deposit. If the Resident’s Security Deposit is not sufficient to indemnify and repay Landlord for all damages, then Resident acknowledges that Landlord may seek to collect the remaining balance not satisfied by the Security Deposit (“Deposit Accounting”).

**7.5. Normal Wear and Tear.** For the purposes of this Lease, “normal wear and tear” is defined as usual degradation which results from the day to day use of the Property and from lapse of time, such as the normal aging of the Property, its fixtures, flooring, appliances, hardware and finishes, and shall not include any of the following: improper usage, neglect or abuse, failure to clean the Property, failure to return the Property without defect or damage, including but not limited, return any Entry Devices, damage to flooring, fixtures, appliances, walls, amenities, walls, ceilings, toilets, paint, pet



odors, pet stains, tobacco smoke damage or odor, and failure to comply with the maintenance obligations.

**7.6. No Interest.** Resident's Security Deposit shall not accrue interest and Resident will not be paid interest on the Security Deposit, unless required by applicable law for which the Property is located, **unless required by state or local law, see state, city, or county addendum for more information.**

**7.7. Return of Security Deposit.** Upon completion of Deposit Accounting, Resident agrees that any portion that is to be returned to the Resident, shall only be made payable to the primary or first resident listed on the Lease ("Primary Resident") and Landlord shall mail that portion of or entire Security Deposit to the Primary Resident's forwarding mail address or last known address pursuant to state law and within the required time-period as governed by applicable state law for which the Property is located.

## **8. LATE PAYMENTS AND FEES.**

**8.1. Late Payment Fee.** If Resident fails to pay Landlord the Monthly Rent amount after the fifth (5th) of the month, the Resident agrees to pay an additional late payment fee in the amount of \$100.00, or the allowable by state or local law for which the Property is located, said fee shall be due and payable as additional rent and Resident agrees that the Landlord will only accept a late payment if all additional rent is included. **See state, city, or county addendum for more information on certain late-fee caps and additional extended grace periods for certain states.**

**8.2. Nonsufficient Funds ("NSF") Fee.** Resident agrees they will incur an NSF fee or insufficient funds fee in the amount of \$25.00, if they tender a payment per the terms of the Lease and the credit or financial institution, whereupon the payment originated, dishonors or returns the payment for any reason ("NSF Payment"). The NSF fee, plus applicable tax, shall be due and payable as additional rent. Upon the payment being dishonored or returned, Resident agrees the Monthly Rent will be notated as unpaid, a late payment fee will be added to Resident's ledger. Any NSF Payment shall require the Resident to pay by cashier's check, money order, or certified check within 48 hours and must include all charges and additional rent, or Landlord will not accept the partial payment. Following two (2) NSF Payments, Resident will only be allowed to make payments via cashier's check, money order, or certified check. Landlord will apply the payment per the Lease and will not accept two-party checks.

**8.3. Violation Noncompliance Fee.** If the Landlord receives notice of a city or municipal code violation at the Property or HOA CCRs Rule violation occurring at the Property, which is the Resident's responsibility based upon their action or in action, a noncompliance fee of \$45.00 will be charged for notifying the Resident of the violation, in addition to any fine assessed for the violation (for which Resident shall be directly liable). If the Resident fails to remediate the violation, Landlord may, in its discretion,





cure the violation and Resident agrees to pay all remediation costs and all fines associated with the violation, which are the Resident's responsibility, unless excluded by state or local law, **see state, city, or county addendum for more information.**

**8.4. Dispossessory Fee.** Legal demand for possession of the Property will be made for late rent or if a returned check is not redeemed in 48 hours followed by a dispossessory warrant filed on or after the tenth (10th) day of the month with the applicable county court. Once a dispossessory warrant is filed, Resident agrees to pay eviction costs, including but not limited to, all other court filing costs and legal costs, and attorney fees associated with the dispossessory warrant. Resident must pay all fees before Monthly Rent will be accepted, if applicable, **unless excluded by state or local law, see state, city, or county addendum for more information regarding allowable costs or attorney's fees regarding dispossession matters.**

**8.5. Administrative Fees; Other Fees.** Administrative fees and other additional fees may apply from time to time and shall be reasonably calculated.

## 9. BREACH, HOLDOVER, AND ABANDONMENT

**9.1. Breach.** If Resident fails to pay any one or more Monthly Rent installments or any other amount owing or fee when due, or if Resident uses or permits the Property to be used for any other purpose than that for which agreed to herein, or if Resident vacates before the expiration of the term hereunder without the written consent of Landlord or if Resident violates any of the other terms, conditions or covenants contained herein, or if Resident otherwise abandons the Property, and upon the happening of any one or more of said events, Resident shall be in default hereunder and Landlord may, at its option, give notice as required by applicable law in the state where the Property is located, to seek possession of the Property, terminate this Lease, and demand Resident vacate.

**9.1.1. Waiver.** Landlord's failure to enforce any term of the Lease or applicable law, shall not be construed as a waiver, nor shall any custom or practice become established between the Landlord and Resident to the effect of a waiver of any condition or term required by this Lease.

**9.1.2. Termination.** Landlord's termination of the Lease, due to Resident's breach, does not release Resident from early termination fee stated in Section 3. Resident shall remain liable for the early termination fee contained in the Lease. Additionally, if Resident fails to provide Landlord sixty (60) days' notice prior to termination, Resident shall be liable to Landlord for all fees for failing provide adequate notice per Section 3, **unless excluded by state or local law, see state, city, or county addendum for more information regarding Resident's right regarding Termination and Landlord obligations.**



**9.1.3. Landlord's Rights.** If Resident is in default of the Lease, as set forth herein, in addition to, and not in limitation of, the foregoing, Landlord shall be entitled to exercise all remedies available at law or in equity. Whenever Landlord is entitled to possession of the Property, pursuant to the Lease terms, Resident shall immediately surrender the Property to Landlord as required herein.

**9.2. Holdover Clause.** If either Landlord or Resident provides notice of non-renewal as permitted by the Lease or otherwise terminates as set forth herein and Resident remains or continues to occupy the Property or any part thereof, after the expiration or termination of this Lease, without the consent of Landlord, said holdover shall be considered willful and not in good faith, and Resident agrees to pay Landlord **\$5,110.00 monthly for each holdover month, which will be pro-rated for each day in which the Resident remains in Possession of the Property after their Vacate Date**, or actual damages, whichever is greater, and any other charges allowed by applicable law in the state where the Property is located, until the Resident delivers the Property to Landlord as required herein.

**9.3. Abandonment.** Resident shall provide Landlord notice of any extended absence in excess of fourteen (14) days no later than the fifth (5th) day of the absence. If Resident is absent from the Property for a period greater than fourteen (14) days, Landlord may enter the Property after providing twenty-four (24) hours' notice at reasonable times for inspection or maintenance purposes. In the event of an unexplained absence of Resident from the Property for a period of fifteen (15) days, the Property shall be deemed abandoned and Landlord shall terminate the Lease by providing notice as agreed to herein. Resident agrees to be responsible rent accruing after abandonment **unless abandonment time is expanded by state or local law, see state, city, or county addendum for more information regarding Resident's rights regarding Abandonment and expanded timeframes greater than 14 days.**

**10. RENTAL INSURANCE.** At their sole cost and expense, Resident is required to obtain, provide evidence to Landlord, and maintain rental or renters insurance through Lease term, renewal term, and for any holdover period. Resident agrees insurance shall be issued by a licensed insurance company of their choice with a Financial Strength Rating of A++, A+, A, A-, B++ or B+ as rated by Moody's, Fitch Ratings, A.M. Best, Standard and Poor's, or Kroll Bond Rating Agency, in a liability insurance amount of no less than One-Hundred Thousand Dollars and Zero Cents ("(\$100,000"), and Resident shall name Landlord, successors or assigns, as a loss payee, interested party, and additional insureds on said policy, and Resident shall ensure the policy chosen does not contain exclusions for dogs, dog bites, or injuries caused by dogs (regardless if Resident harbors a dog) human trafficking, harmful, sexual, or offensive bodily contact. ("Rental Insurance").





**10.1. Compliance.** Resident agrees to provide evidence of their Rental Insurance to Landlord on or prior to Lease Effective Date. If Resident fails to comply with Rental Insurance requirements, Resident shall incur a monthly noncompliance fee of \$30.00 ("NonCompliance Fee") for Landlord cost of purchasing a Liability Insurance Policy (premium plus administrative charges). **The Liability Insurance Policy purchased by the Landlord does not cover Resident's personal property, it is only for the benefit of the Landlord, the Resident must purchase their own Rental Insurance Policy to insure their personal property.**

**10.2. Noncompliance Fee.** Resident agrees the Noncompliance Fee shall be deemed as additional rent per the Lease and if Resident fails to comply with Section 10 of the Lease, Landlord shall obtain and maintain a Rental Insurance at Resident's cost and expense, and to seek reimbursement through the Noncompliance Fee

**10.3. Personal Property.** Resident agrees Landlord shall not be responsible for any loss to Resident's personal property due to an act of nature or otherwise including but not limited to fire, theft, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruptions of utilities or any other damages due to an act of nature or otherwise. Resident understands and agrees that they shall not be considered a co-insured under any of Landlord's insurance, including but not limited to, property, hazard, casualty, flood, fire or liability insurance policies regarding the Property, and Resident agrees they shall not right to claim or assert coverage under any policy maintained by Landlord, **unless prohibited by state or local law, see state, city, or county addendum for more information.**

**11. UTILITIES.** Resident agrees to pay for all charges and deposits for all utilities and services used at the Property during Lease term, renewal, and holdover period, including but not limited to, water, stormwater, sewer, electricity, gas, propane gas, telephone, internet, cable and satellite television, or home security system and service. Resident is prohibited from transferring utilities from Landlord to themselves unless allowed by applicable law or regulation, unpaid utilities will be deemed additional rent. **See attached Utilities Addendum and State, City or County Addendum for more information regarding Landlord's obligations, Resident's responsibilities, choice in a provider, payment, and billing cycles or requirements to disclose estimated utility costs, if required by state or local law.**

**11.1. Utility Management Costs.** Resident agrees to pay a Seven Dollar (\$7.00) passthrough cost, per month, to Landlord for the management and administration of providing utilities to the Property, Landlord does not retain any portion of this cost. This cost does not apply in states where this cost is prohibited, see state addendum.



**11.2. Resident agrees to use their best efforts to help meet company-wide energy use reduction goals and minimize unnecessary use of electricity, water, heating, and air conditioning.**

**11.3. If the Property is serviced by a propane gas tank, Landlord shall ensure the propane gas tank is filled prior to Resident taking Possession and Resident agrees they will be charged for propane gas usage during the term of the Lease and for refilling upon Move-Out.**

**12. PETS.** Resident agrees that the only animals allowed on the Property are those animals identified as a pet on the attached addendum, which shall be incorporated and made part of the Lease ("Pet Addendum"), if the Pet Addendum is omitted erroneously, Resident and Landlord agree this is a mistake and Resident will be responsible for the terms contained in this section, Pet Deposit, monthly Pet Rent, and Resident will execute the Pet Addendum upon discovery of the error. Resident agrees to no more than three (3) pets at the Property, to pay a \$300.00 fee per pet, and monthly pet rent of \$30.00 per pet at the Property, where not prohibited by applicable law.

**12.1. Restricted Pets.** Resident agrees they shall not harbor any pet deemed restricted by local city or county ordinance, the following restricted breeds include Akita, American Bulldog, American Pit Bull Terrier, American Staffordshire Terrier, Bull Mastiff, Chow, Doberman, German Shepard, Bergamasco Shephard, Caucasian Shepard, Great Dane, Husky, Pit Bull, Presa Canario, Rottweiler, Wolf, Alaskan Malamute, Belgian Malinois, Doberman Pinscher or any mix of the listed breeds ("Restrictive Breeds"). Dangerous or poisonous animals are not permitted as a pet. Service Animals or Assistance Animals, for persons with disabilities, are not considered to be pets and are not subject to the pet restrictions bestowed in this section. Resident shall disclose any Service Animals or Assistance Animals and may be required to provide supporting documentation.

**12.2. Unauthorized Animals.** Resident shall not harbor any animal on the Property that is not disclosed to Landlord and approved by Landlord and will be liable for any damage caused by any unauthorized animal, including but not limited to personal injury, property damage or Homeowner's Association and municipal code violations. All Pets must be identified in or otherwise permitted by the Pet Addendum, even if only temporarily. Resident agrees Landlord shall charge Resident the costs to exterminate the Property for fleas and other insects, clean and deodorize Property, and repair any damage caused by the unauthorized animal. If the unauthorized animal is not a restrictive breed, Resident is responsible for the Pet Fee upon Landlord receiving notice of the unauthorized animal and monthly Pet Rent.

**12.3. SERVICE, ASSISTANCE, AND EMOTIONAL SUPPORT ANIMALS.** As permitted by Applicable Law, Landlord may require written verification of, or make other inquiries



regarding, the disability-related need for a service, assistance, or emotional support animal. Landlord will not charge a Pet Fee, Pet Rent or require additional insurance for any authorized service, assist, or companion animal. Except as provided by Applicable Law, however, Resident is responsible for any damage or injury caused by a Service, Assistance, and Emotional Support Animal and responsible for harboring and maintaining the Service, Assistance, and Emotional Support Animal.

**13. WAIVER OF EXEMPTIONS.** Resident hereby waives Resident's exemption of personal property from attachment to satisfy any judgment rendered against Resident in favor of Landlord arising from any action by Landlord to protect its rights under the Lease, unless excluded by state or local law, **see state, city, or county addendum for more information.**

**14. RIGHT OF ENTRY.** Upon reasonable notice (either written, oral, voicemail, email, or resident portal), Landlord may enter the Property to post notices required by law or to provide services, inspect, repair, improve, or to show the Property to prospective purchasers, residents, or lenders, including but not limited to photographs, asset preservation, preventative maintenance, preventing waste, or discharging any duty imposed upon Landlord.

**14.1. Timing.** Twenty-Four (24) Hours' notice shall be deemed to be reasonable notice. If Resident is not present, Landlord shall change the lock and charge Resident the costs to change the locks and gain entry **Unless the Right of Entry Notice period is extended by state or local law.**

**14.2. Emergency.** No notice of entry by Landlord shall be required in the event of emergency or emergency repair, to preserve the Property or human life.

**14.3. Abandonment.** If Resident moves out or vacates the Property prior to End Date, Landlord may re-enter the Property to decorate, remodel, alter, or otherwise prepare the Property for re-occupancy by a new resident without prior notice to Resident and without waiving any other rights or remedies Landlord may have against Resident pursuant to this Lease, at law, or in equity.

**14.4. Signs.** Resident authorizes Landlord to prominently display a "For Sale", "For Lease", "For Rent", or similarly worded signs on the Property at any time during the Lease Term or any Renewal Term or holdover thereof or to place a lockbox at the Property. In addition, Landlord or their agents may take interior or exterior photographs or images of the Property and use the photographs or images in advertisements to lease or sell the Property. Resident further agrees to take such actions and execute such documents as reasonably requested by Landlord, a lender, a holder or beneficiary or



any direct or indirect interest in the Property, or any other party in connection with the business purposes of the Landlord or its affiliates.

**14.5. Permission.** Resident may provide Landlord with permission to enter to perform any maintenance repairs or inspection without the Resident present, as long as, Landlord consents to an unoccupied repair or inspection and Resident must ensure all Pets are secured for unoccupied repairs and inspections. Such permission can be granted by the Resident submitting a work-order through FirstKey Maintenance Systems (FMS). If such permission is not provided, the Resident or Occupant over the age of 18 years must be present for Landlord to enter the Property, except for specific exclusions provided for herein.

**15. RESIDENT PROHIBITIONS.** The following prohibitions represent a material violation, material noncompliance and breach of the lease agreement, and Landlord reserves the right to not allow Resident to cure the prohibitive violations, Resident agreeing to the following prohibitions:

**15.1. Criminal Activity.** Resident, Occupant, invitee, guest, licensees or anyone in on the Property shall not permit the Property to be used or engage in or aide any criminal activity on or near the Property, including, but not limited to, violent activity or drug-related criminal activity.

**15.2. Alterations.** Resident is prohibited from installing any fixtures, including but not limited to, additional smoke alarms, locks, alarm systems, cables, satellite dishes, trampolines, pools (above/inground), sheds, fences or other fixtures, such fixtures will become the property of Landlord and may be removed by Landlord at Resident's expenses. Additionally, Resident may not:

**15.2.1.** Remodel, paint (other than any touch-up paint left for Resident's use by Landlord), alter or structurally change the Property or remove or add any fixtures;

**15.2.2.** Install, change, or remove any part of the Property;

**15.2.3.** Make holes in the woodwork, floors, walls, except that a reasonable number of small nail holes may be used to hang pictures in the sheetrock;

**15.2.4.** Install phone or video cables, outlets, antennas, satellite receivers, or alarm systems;

**15.2.5.** Alter, replace, or remove flooring material, or wallpaper.

**15.3. Disabling Smoke Detectors.** The Landlord equips the Property with Smoke or Fire Alarms pursuant to applicable law. Resident is prohibited from disconnecting or intentionally damaging a smoke or fire alarm or removing batteries without immediately replacing with a working battery. Resident is subject to civil penalties and liability for damage or disconnection of smoke or fire alarms.



- 15.4. Unauthorized Occupants.** If any other person resides at the Property for more than ten (10) days in any thirty (30) day period, without Landlord's prior written authorization, Resident shall be in default and breach of the Lease. Resident's failure to comply with this provision is material noncompliance with the Lease and Landlord shall deliver notice to terminate the Lease.
- 15.5. Unauthorized Personal Property.** Any personal property, including but not limited to, a vehicle, boat, shed, décor, or any other additional personal property remain at the Property after the expiration of the term of this Lease or beyond termination of this Lease or in violation of any municipal ordinance or homeowner association regulation, Landlord shall have the right to have the personal property removed. Any personal property which is left at the Property subsequent to the expiration or termination of this Lease shall be agreed to be "abandoned". Landlord may remove personal property at Resident's expense, and, at Landlord's option, such failure to remove the personal property shall constitute a material noncompliance of this Lease. This clause does not relieve Resident of their responsibility to remove personal property pursuant to Landlord's demand if unauthorized, upon termination of Lease voluntarily or involuntarily by eviction proceedings and writ execution.
- 15.6. Non-Operative and Unpermitted Vehicles.** Non-operative and unauthorized vehicles are not permitted on the Property and Landlord may remove any such non-operative vehicle, or any vehicle parked on grass or unlawful per any local rules, at the expense of Resident, for storage or public (or private) sale at Landlord's option, and Resident shall have no right of recourse against Landlord thereafter or payment of proceeds. Resident is responsible for all costs associated with removal of non-operative vehicles conditioned on Landlord providing Resident with twenty-four (24) hour notice of towing.
- 15.7. Waterbeds.** No waterbeds may be permitted to be used without Resident providing Landlord with proof liability insurance naming Landlord as loss payee and written permission of Landlord.
- 15.8. Subleasing and Assignment.** Resident shall not sublet or assign the Lease or enter a short-term or vacation rental of the Property with any 3rd party during the term of this Lease. This clause is not applicable to Cook County, IL Residents.
- 15.9. Hazardous and Dangerous Materials.** Resident agrees not to store any materials on the Property, of any kind or description that are combustible, flammable, hazardous, or would increase the risk of a fire, including but not limited to fireworks. Any storage of said materials shall be at Resident's risk and Resident shall indemnify Landlord, for any damages resulting from, and any loss caused by, said materials. If Resident disposes of or leaves any materials described in this section at the Property upon termination, Landlord shall remove, and Resident agrees to pay said cost of removal. Landlord may declare Resident in breach of Lease for any violation of this section.



**15.10. Oral Notices.** Verbal or oral notice of Lease termination is insufficient under any circumstances. Time is of the essence for providing notice of Lease termination, and strict compliance with the dates by which such notice must be provided is required.

## **16. ADDITIONAL LANDLORD OBLIGATIONS.**

**16.1. Repairs.** Landlord will make reasonable efforts to commence non-emergency repairs within a commercially reasonable time after Resident properly submits the repair request, per the terms of the Lease. Landlord shall commence all emergency repairs as required by local or state law, including but not limited to, essential services, health, or safety issues, such as heating or cooling, active flooding or major plumbing leak, no water, no electricity, gas leak, sewage / septic backup or home not secure. ("Emergency Repairs").

**16.2. Repair Request.** Resident shall make all requests for repairs by calling Landlord's Maintenance Center at 877-412-4812 or through the Resident portal at <https://www.firstkeyhomes.com/services-and-maintenance> . All Emergency Repairs requests must be made by calling Landlord's Maintenance Center. If Resident provided Landlord with Notice to Vacate or is delinquent in Rent at the time a repair request is made, Landlord is not obligated to make non-emergency repairs until the delinquency is cured. Resident is prohibited from making repair requests by calling, emailing or text messaging individual employees or agents of the Landlord, excluding the agreed upon methods provided for herein, unless excluded by state or local law, **see state, city, or county addendum for more information.**

**16.3. No Repairs by Resident.** Except as expressly permitted by law, this Lease Agreement or required by Landlord under this Lease, Resident shall not repair or cause to be repaired any condition to the Property, regardless of cause. All decisions regarding repairs, including the completion of any repair, whether to repair or replace an item, and the selection of vendors, will be determined by Landlord.

**16.4. Advance Payments and Reimbursements.** Landlord may require Resident to make an advanced payment for repairs or Resident to pay for the repair if it is not the Landlord's maintenance obligation per the Lease. If advance payment is not required, Resident must promptly reimburse the Landlord, if not, Resident agrees Landlord may charge Resident's ledger and the repair cost will be deemed additional rent the following month.

**16.5. Maintenance.** Landlord shall maintain, replace or repair any items on the Property per applicable law and is Landlord's responsibility herein. Financial responsibility for such maintenance will be subject to applicable law and the terms of this lease:

**16.5.1. Service Trip Fee.** Service Trip Fees are a minimum of \$105.00 "trip fee", which shall be charged to Resident as Additional Rent. Trip charges will be paid by Resident in the following situations: (i) for all repair calls to the Property made at



Resident's request, however, if the Landlord determines that the repair falls under Landlord maintenance obligations under this Lease, the trip charges will be waived; (ii) if a repair person scheduled by Landlord is unable to access the Property after making arrangements with Resident to complete a repair, whether or not the repair call was made at Resident's request or is the Landlord's obligation under this Lease.

- 16.5.2.** Landlord shall maintain, repair, or replace (as applicable), at its expense: the roof, front and back doors, foundation, HVAC, electrical systems, plumbing, hot water tank, refrigerator, stove, microwave, dishwasher, structural components, exterior paint and siding, locks, ceiling. Resident is responsible for notifying Landlord of any such maintenance needs. Notwithstanding the foregoing, Resident shall be liable for any damage or loss caused or permitted to be caused by misuse, negligence, or action and inaction of Resident, occupants, invitees, guests, and licensees and Resident will be charged the costs and fees associated billed to Resident's ledger, which shall be deemed Additional Rent.
- 16.5.3.** Landlord reserves the right to replace any furnishings, appliances, or fixtures with similar items. Landlord is not required to replace any furnishings, appliances, or fixtures with the exact brand, style, grade, color, or accessories, so long as the replacement is fit for its use.
- 16.5.4.** Resident agrees Landlord SHALL NOT pay for costs incurred to repair the following items unless caused by Landlord or by their negligence or misconduct or Act of God: (1) damage to windows, screens, or interior doors; (2) damage from wastewater stoppage caused by foreign or improper objects in lines that exclusively serve Property; (3) items that are the responsibility of Resident and (4) items that are cosmetic in nature with no impact on the functionality or misuse of the item.
- 16.5.5.** To the extent found on the Property, Landlord shall not be responsible for repairing or replacing the following features: built-in shelving or cabinetry in closets and garages, outdoor grills, fireplaces and any gas or electrical lines thereto, sheds, water softeners, pool heaters, alarm systems, intercom systems, cable or satellite wiring and equipment, built-in audio systems, and central vacuum systems.
- 16.5.6.** Landlord will provide pest control only to address infestation that compromise the structural integrity of the Property, specifically termites and carpenter ants. Resident agrees to immediately notify the Landlord if Resident suspects this type of infestation.
- 16.5.7.** Resident agrees Landlord will have no duty to maintain, repair or replace any appliances or other personal property owned or placed on the Property by Resident.





**17. ADDITIONAL RESIDENT OBLIGATIONS.**

- 17.1. Vacating Property.** Upon vacating the Property, Resident shall remove all personal possessions and rubbish, clean the entire home, including but not limited to steam cleaning all floors in the Residence, all appliances, walls, windows, doors, toilets, mirrors, bathroom countertops, sinks, gutters, kitchen countertops, tubs/showers, power washing driveways and siding, decks, patios, walkways, and leave the Residence in as good of condition as on the Start Date, excluding normal wear and tear. Upon move-out, if Resident chooses to have the carpets and home cleaned, such cleaning must be performed by a third- party professional cleaning service reasonably acceptable to Landlord and receipt for such cleaning services must be provided to Landlord. Unless the home is cleaned in the manner provided herein, Landlord reserves the right to use a portion of the Security Deposit to professionally re-clean the carpets and home. Resident also shall return all keys and garage door openers, if applicable, and shall provide Landlord with a written statement of forwarding address. Within the time required by Applicable Law, Landlord will provide Resident an itemized written statement of any amounts deducted and the reasons for the deductions from Resident's Security Deposit, along with a check for any balance of the Security Deposit due to Resident. Landlord may deliver the written statement and balance of the Security Deposit personally to Resident, or by mailing the statement and balance of the Security Deposit to Resident at Resident's forwarding address, or if that address is unknown, at Resident's last known address. The retention of the Security Deposit shall not limit Landlord's right to proceed against Resident for claims above the amount of the Security Deposit.
- 17.2. Housekeeping.** Resident agrees to maintain the Property in good condition by ensuring good housekeeping, maintaining clean and sanitary condition and to maintain the yard by mowing and keeping it free of debris, trash, prohibited personal property, to comply with any neighborhood covenants, rules or regulations that govern the condition of the Property, and shall be responsible for all landscaping eight (8) feet or lower.
- 17.3. Damages.** Resident shall be responsible for and agrees to pay Landlord all the expenses associated with, replacing all glass broken and any Entry Devices lost or broken and the expenses for repairs of any condition caused by Resident and anyone in Resident's household, including but not limited to, Resident's invitees, licensees and guests. Resident further covenants to keep the Property free of all damages (normal wear and tear excepted) and acknowledges that the failure to do so shall be deemed a default of this Lease. Resident shall notify Landlord immediately of any damages and circumstances causing the damages. If Resident does not remedy the damage, within seven (7) days of the occurrence thereof (as





determined by Landlord), Landlord shall be entitled, but not obligated, to perform the repair on behalf of Resident, as a result of the actions, of the Resident or Resident's invitees, licensees or guest, causing the damage. Resident shall be liable for all reasonable costs incurred in connection and agree they shall pay Landlord all associated costs immediately upon demand.

**17.3.1. No Waste.** Resident shall permit no waste of the Property nor allow the same to be done, and Resident shall take good care of the same. Resident is and shall be responsible and liable for any injury or damage done to the Property by Resident and occupants, and invitees, licensees and guests, excluding wear and tear.

**17.4. Maintenance.** Resident agrees to perform regular maintenance checks at proper intervals of Property and agrees to:

**17.4.1.** Promptly dispose of all garbage in appropriate receptacles and place all recyclables in appropriate receptacle.

**17.4.2.** Supply and change heating and air conditioning filters at least once a month;

**17.4.3.** Supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage-door openers, ceiling fan remotes, and other devices (of the same type and quality on the Property on the Start Date) and Resident will use their best efforts to replace light bulbs with LED bulbs

**17.4.4.** Act to promptly eliminate any dangerous condition on the Property;

**17.4.5.** Repair all clogged drains and toilets, except when caused by roots or breakdown not caused by Resident;

**17.4.5.1.** Resident understands and agrees they will only flush 1) human waste and 2) toilet paper in the toilet or septic system.

**17.4.5.2.** Resident is prohibited from disposing the following items down any drain line or toilet and is responsible for resulting damages if they fail to abide by this prohibition, including but not limited to 1) grease, 2) coffee grounds, 3) sand, 4) hair, 5) paper towels, 6) diapers, 7) sanitary napkins/wipes 8) tampons, 9) condoms, 10) dental floss, 11) corrosive chemicals, 12) toys, 13) bottle caps, 14) paint, 15) solvents, 16) cat litter, or 17) cigarette butts.

**17.4.6.** Repair damage to the Property due to break-in, vandalism, or the fault of Resident or occupants, or Resident's or occupant's guests or invitees;

**17.4.7.** Winterize the Property by maintaining minimum levels of heat to prevent freezing of water pipes and outdoor spigots, wrapping of outside water main in winter, removal of snow accumulation, removal of ice from front of Property, when freezing conditions in which the outside temperature may drop below 32 degrees Fahrenheit and during such occurrence, Resident shall turn the thermostat regulating the heat serving the Property in an "on" position and set the same to a minimum of 60 degrees Fahrenheit. Resident also agrees, in such case, to leave the faucets dripping.



- 17.4.8.** Repair or replace sprinkler heads and above ground irrigation;
- 17.4.9.** Repair or replace mailboxes and pay for the community or group mailbox keys;
- 17.4.10.** Replace any lost or misplaced keys, and responsible for lockouts, including hiring a locksmith to regain entry into the Property;
- 17.4.11.** Pay for any periodic, preventative, or additional pest control or extermination services desired by Resident, including but not limited to bed bugs, fleas, ticks, ants, cockroaches, spiders, stinging insects, scorpion, rodents;
- 17.4.12.** Make any minor repairs and ordinary maintenance with a general cost of \$150 or less;
- 17.4.13.** All gutter maintenance, including cleaning and repairs;
- 17.4.14.** Power washing the Property as needed;
- 17.5. Duty to Report.** Resident agrees to notify Landlord in writing of any and all defects impacting health and safety of the Resident or damage to the asset/house including but not limited to, smoke alarms, hot water or heater, heating, air conditioning, plumbing, water intrusion, moisture, cracks in walls or structural damage or other equipment, and dead, diseased, or damaged trees. If Resident fails to not notify Landlord in writing of the required repair or defect, that Resident shall be liable for any such excessive utility bills or disconnection, damage to the house or Property, and Landlord shall not be liable for any damage arising as a result thereof, including personal injury or personal property damage for Residents failure to timely report, see Indemnification Section and reporting methods contained in the Lease Agreement.
- 17.6. Emergencies.** Resident agrees to notify and report emergencies to Landlord immediately, including but not limited to:
  - 17.6.1. Electrical:** sparking fire, smoke, overheating fixtures;
  - 17.6.2. Fire:** notify by calling fire department immediately, followed by immediate notification to Landlord;
  - 17.6.3. Lack of Heat:** ONLY if interior temperatures are below 68 degrees Fahrenheit with outside temperature of 20 degrees Fahrenheit or less and it poses health risk to Residents or occupants;
  - 17.6.4. Lack of Air Conditioning:** Landlord must ensure interior temperatures cool the Property to 82 degree or at least 20 degrees less than outside temperatures and it poses health risk to Residents or occupants;
  - 17.6.5. Structural Damage:** Roof, foundation, stairs, walls, and cracks in floor, garage or driveway;
  - 17.6.6. Plumbing:** Flooding or stoppage of drains due to roots or breakdown of fixture not caused by Resident.
  - 17.6.7. Crime:** Resident must notify police immediately and then Landlord.



**17.7. Yard and Landscaping.** Resident is responsible for all yard and fence maintenance on Property, at Resident's expense, unless prohibited by ordinance, applicable law, or HOA rules. Resident shall water the yard at reasonable and appropriate times.

**17.7.1. Yard.** Defined as, all lawn, shrubbery, bushes, flowers, gardens, trees, rocks, or other landscaping features and foliage encroaching on the Property but does not include common areas maintained but an HOA. **Resident must report and notify Landlord of any damaged, diseased, or dead, trees and Landlord will inspect to determine if removal is required.**

**17.7.2. Yard Maintenance.** Defined as, the performance of all activities, included but not limited to, mowing, fertilizing, trimming (trees up to eight (8) feet), controlling pests or rodent, and removal of debris from the Yard, and maintaining exterior walls, walkways, patios, and all exterior fencing (excluding Pool safety fence, see below for Landlord obligation regarding Pool safety fencing).

**18. AMENITIES.** Resident agrees that the Property may contain certain amenities and that such amenities do not impact the habitability of the Property and any inoperable amenity cannot serve as cause for Resident withholding Monthly Rent. Landlord may repair or replace any inoperable amenity but is under no obligation to offer, repair, or replace the amenity, which is in the Landlord's sole discretion.

**18.1. Pools.** Any pool, or spa or other water feature (generally a "Pool") located on the Property will be maintained by a service provider retained by Landlord. This maintenance cost is not part of Monthly Rent and Resident agrees to pay a separate line item as more particularly described on the attached Pool Addendum, if the Pool Addendum is omitted erroneously, Resident and Landlord agree this is a mistake and Resident will be responsible for the terms contained in this section, monthly Pool Maintenance Fee, and Resident will execute the Pool Addendum upon discovery of the error. Service provider's maintenance is based upon the service schedule contained in the Pool Addendum based upon the state the Property is located in. Pool Service ensures the filtration system and chemical balance is at proper levels. The service provider will provide general cleaning service of the Pool and the Resident agrees to maintain the Pool, between service dates by skimming the surface and floor, as well as, emptying skimmer baskets and removing any flotation devices or Pool toys after each use. The Resident shall not add any chemicals to the Pool and will not adjust any settings on the filtration system, including but not limited to, valve adjustment, timer adjustment, opening pump covers, opening filters or any mechanism involved with the filtration system. Resident agrees to cooperate with all maintenance and must immediately notify Landlord of any conditions impacting the Pool, the Pool safety fence, or any enclosure screens, gates or barriers relating to the



Pool. Resident shall not remove, alter, destroy, damage, or otherwise modify any such Pool safety fencing, enclosure screens, gates, or barriers relating the Pool. Resident shall report any damages to the Pool or safety equipment identified herein.

**18.1.1. Pool Indemnification and Waiver.** If the Property includes or has access to a Pool, which for the purposes of this section includes any lake, pond or other water feature, the Resident further acknowledges that, while the Pool is enclosed from the general public, there may be no wall, fence or other barrier between the Pool and the residence on the Property and there may be no motorized safety cover on the Pool which requires the operation of a key switch. Resident understands that the Pool is strictly an amenity and that the use of this amenity is not guaranteed under the terms of this Lease. Any interruption or non-availability of the use of the Pool will not violate any terms of this Lease.

**18.2. Fireplaces.** If the Property contains a fireplace, it is only a cosmetic amenity. Landlord explicitly disclaims any and all warranties, expressed or implied, as to the functionality or safety of such fireplace, and Resident understands and agrees that Landlord shall not undertake any maintenance work or replacement of any fireplace component in the Property.

**18.3. Smart Home.** If the Property contains Smart Home Technology, such as remote or keyless door entry, remote HVAC control, or remote monitoring through a smartphone or online dashboard, Resident agrees that they may incur additional data costs through their wireless or internet provider. Resident consents to the presence of Smart Home Technology, including but not limited to an electronic lock system, digital thermostat, network connectivity box and other wiring and fixtures, not all homes are equipped for Smart Home Technology. **See Smart Home Addendum for more information.**

**18.4. Solar Panels.** If the Property contains Solar Panel Technology, Resident understands they may or may not be functional and if damaged or fails to operate, Landlord reserves and Resident agrees it is the sole-right and choice of the Landlord to repair, maintain, or make operable any Solar Panel Technology on the Property. Landlord explicitly disclaims any and all warranties, expressed or implied, as to the functionality or safety of such Solar Panel Technology, and Resident understands and agrees that Landlord shall not undertake any maintenance work or replacement of any Solar Panel Technology components at the Property. Resident hereby indemnifies and holds Landlord and its agents harmless from any claims, now existing or hereafter arising, of any nature whatsoever regarding or relating in any way to the Solar Panel Technology at the Property.

**19. FIRE, CASUALTY, OR CONDEMNATION.** In the event fire, water or other hazard, or in the event of malfunction of equipment or utilities ("Casualty"), damage or destroy the Property,



Resident shall immediately notify Landlord. If occupancy of the Property can be continued, Landlord shall make repairs as needed (to the extent Landlord receives adequate insurance proceeds) within reasonable promptness and Monthly Rent shall not abate during the period of such repairs.

**19.1. Termination.** If, in Landlord's reasonable opinion, the Casualty damages or destroys the Property, by means other than the wrongful or negligent acts of Resident, Occupants, invitees, licensees and guests, as to substantially impair Resident's enjoyment of the Property, the Landlord may terminate Lease and Resident shall vacate the Property within seven (7) days of receiving termination notice.

**19.2. Eminent Domain.** If the federal, state, county, city governments or other authority for public use under any statute, by eminent domain, or by condemnation, take the whole or any part of the Property, then all rights of Resident in the Lease shall immediately cease and terminate, and Resident shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof, Landlord shall adjust Monthly Rent based upon the Lease termination date.

## 20. MISCELLANEOUS

**20.1. Substitution and Assignment by Landlord.** Owner may, in its sole and absolute discretion, join any property manager to this Lease (or substitute Property Manager for another property manager), including but not limited to any subsidiary of Property Manager. In addition, Owner may, in its sole and absolute discretion, sell the Property and/or assign this Lease (including proceeds of this Lease) to any other party of Owner's choice, without the prior consent of the Resident; Owner's only obligation in the event of such sale or assignment shall be to provide the Resident a notice thereof, either before or after such sale or assignment. Without limiting Section 15.8, all covenants, promises and agreements in this Lease by or on behalf of Resident shall be binding on Resident and their respective successors, assigns, heirs, estates and executors and shall inure to the benefit of the successors and assigns of the Landlord.

**20.2. Entire Agreement.** This Lease, and any applicable rules referenced herein or applicable to the Property, along with all Addenda attached hereto, and the Application, set forth all of the covenants, promises, conditions and understandings between Landlord and Resident concerning the Property and there are no other covenants, promises, conditions and/or understandings, either oral or written, between Landlord and Resident. No modification, limitation or extension of this Lease shall be valid unless executed in writing and signed by all parties hereto (provided that Landlord may update its notice information contained anywhere in this Lease from time to time upon notice to Resident).



- 20.3. Severability.** The provisions of this Lease are completely severable and if one provision or more shall be found to be unconscionable or unenforceable for any reason whatsoever, such finding shall not be effective to void any other provision, all of which shall remain in full force and effect to the extent allowed under applicable law.
- 20.4. INDEMNIFICATION: UNLESS PROHIBITED BY STATE OR LOCAL LAW, (SEE STATE, COUNTY, OR CITY ADDENDUM), RESIDENT AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO LANDLORD) AND HOLD HARMLESS LANDLORD, AND LANDLORD'S PROPERTY MANAGERS, AGENTS, AFFILIATES, EMPLOYEES AND VENDORS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES) (COLLECTIVELY, "CLAIMS"), ARISING FROM ANY OCCURRENCE IN OR ABOUT THE PROPERTY, THE USE AND OCCUPANCY OF THE PROPERTY, OR FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY RESIDENT OR OCCUPANT OR THEIR AGENTS, EMPLOYEES, VENDORS SHAREHOLDERS, PARTNERS, INVITEES, OR UNAUTHORIZED ASSIGNEES IN OR ABOUT THE PROPERTY OR DUE TO ANY OTHER ACT OR OMISSION OF RESIDENT OR OCCUPANTS, UNAUTHORIZED ASSIGNEES, INVITEES, EMPLOYEES, VENDORS OR AGENTS, OR FROM RESIDENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LEASE (OTHER THAN ANY LOSS ARISING FROM THE SOLE OR GROSS NEGLIGENCE OF LANDLORD OR ITS AGENTS), INCLUDING, BUT NOT LIMITED TO, OCCASIONS WHEN SUCH LOSS IS CAUSED OR ALLEGED TO BE CAUSED BY JOINT, COMPARATIVE, OR CONCURRENT NEGLIGENCE OR FAULT OF LANDLORD OR ITS AGENTS, AND EVEN IF ANY SUCH CLAIM, CAUSE OF ACTION OR SUIT IS BASED UPON OR ALLEGED TO BE BASED UPON THE STRICT LIABILITY OF LANDLORD OR ITS AGENTS. WITHOUT LIMITATION, THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY LANDLORD AND ITS AGENTS AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN LANDLORD OR ITS AGENTS ARE JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT WITH RESIDENT. THIS INDEMNITY PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LEASE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, RESIDENT SHALL NOT BE OBLIGATED TO INDEMNIFY LANDLORD FOR THAT LIABILITY OR THE COSTS CONNECTED THEREWITH IF THE LIABILITY IS BASED UPON AN ACT OR OMISSION OF LANDLORD OR ANY AGENT OR EMPLOYEE OF LANDLORD.**
- 20.5. Attorney's Fees.** UNLESS PROHIBITED BY STATE OR LOCAL LAW, (SEE STATE, COUNTY, OR CITY ADDENDUM), if any legal action is commenced concerning this Lease, or any breach hereof, or arises out of the possession of the Property by



Resident, the prevailing party in such action shall be entitled to recover all court costs and reasonable attorneys' fees in such action through all appeals.

- 20.6. Resident Application.** The Application for this Lease is made a part of this Lease. Resident hereby states that the information given by Resident in the Application is true, complete and correct. As part of the Application, Resident certified and warranted to Landlord that Resident was not a convicted sex offender and Resident hereby again warrants and certifies that Resident and no members of Resident's household is a convicted sex offender. Resident understands that Landlord relies on such representation to comply with applicable laws. If any information contained in the Application is false, then, in consideration of Landlord's reliance upon the Application, any false representation shall be considered a material breach of this Lease and Landlord may deliver written notice to terminate this Lease pursuant hereto. Resident shall notify Landlord of any change in the information given in the Application.
- 20.7. Non-Waiver.** Failure of Landlord to insist upon strict, timely compliance by Resident with any of the terms and conditions of this Lease shall not amount to nor be construed as nor otherwise constitute a waiver by Landlord of its right thereafter to insist upon strict and timely compliance by Resident of any and all terms and conditions of this Lease, including, without limitation, any of the terms and conditions that may not have been enforced strictly by Landlord previously. Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges or other sums due, shall not be a waiver of Landlord's right to insist payment. Landlord may demand same at any time, including move-out or thereafter. Landlord insists on strict compliance with the terms of this Lease and Resident acknowledges that time is of the essence for all of Resident's obligations hereunder.
- 20.8. Governing Law.** This Lease shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the state in which the Property is located.
- 20.9. Construction.** This Lease shall not be construed more strongly against any party hereto regardless of who was responsible for its drafting or preparation. When used in Lease, the word "including" shall mean "including but not limited to". Whenever Landlord may exercise a right or discretion, or may approve, disapprove or make any other decision or take any action or omission, under or in connection with this Lease, Landlord's election to do so or fail to do so shall be in the sole and absolute discretion of Landlord.
- 20.10. Waiver of Jury Trial.** **UNLESS PROHIBITED BY STATE OR LOCAL LAW, (SEE STATE, COUNTY, OR CITY ADDENDUM),** Landlord and Resident waive their right to demand a





jury trial in any cause of action arising between Landlord and Resident concerning this Lease or in any way relating hereto.

**20.11. Conflict with State Law.** To the extent that the terms of this Lease conflict with any state law in which the Property is located, if the state law is more restrictive or impose additional Landlord obligations, which are not waivable in writing, the state law shall govern the rights, privileges, and obligations of Landlord and Resident under the Lease.

**20.12. Addenda.** Any addenda, exhibits or referenced rules covenants and regulations as the Landlord may amend from time to time or included in this Lease are hereby incorporated to and made part of this Lease. Any violation shall in default of this Lease in the event of a conflict of terms between any addenda and the Lease, the terms of the addenda shall apply.

## 21. DISCLOSURES.

**21.1. Security.** Landlord shall not provide and has no duty to provide for Resident, security services for the protection of Resident or Resident's property. Resident hereby acknowledges that Resident understands the foregoing, and Resident shall look solely to the law enforcement agencies of the county or municipality in which the Property is located for Resident's protection. Unless prohibited by state, county or municipal law/ordinance, Resident agrees and understands that Landlord shall not be liable to Resident for any damages, injuries or wrongs sustained by others, or property of same from criminal or wrongful acts of third parties, that may cause harm to Resident or anyone in Resident's household or their respective invitees, licensees and guests resulting from a negligent, criminal or wrongful act by same. Resident acknowledges that Landlord makes no representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Resident acknowledges Landlord makes no warranties or guarantees the safety or security of Resident or anyone in Resident's household or their respective invitees, licensees and guests against the criminal or wrongful acts of third parties. Each Resident or anyone in Resident's household or their respective invitees, licensees and guests is responsible for protecting his or her own person and property. Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Resident acknowledges that Resident or anyone in Resident's household or their respective invitees, licensees and guests should not rely upon such devices or measures and should protect themselves and their property as if these devices and measures did not exist.

**21.2. Credit and Criminal Record Checks.** Resident and Occupant authorize Landlord to perform credit and criminal background reports during the lease term, at Landlord's





expense. Landlord may report payment, nonpayment, late payment or breach of the Lease to credit or consumer reporting agency.

- 21.3. Release of Information.** Resident and Occupant authorize Landlord to release any information regarding Resident or Occupant, as required by law, or requested by governmental agencies, law enforcement, courts, HOA or similar purposes; and to vendors for purposes of scheduling maintenance or service requests.
- 21.4. Office of Foreign Assets Control ("OFAC").** Resident and Occupants authorize Landlord to perform OFAC reports during the Lease term. In the event Landlord determines Resident or an Occupant is included on any governmental sanctions list (including any lists maintained by OFAC), Landlord may in its discretion terminate this Lease.
- 21.5. Radon Gas.** As required by law, Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings of every state. Additional information regarding radon and radon testing may be obtained from at the Environmental Protection Agency's "Radon Gas — Protection for Residents" webpage located at <http://www.epa.gov> or the county public health unit.
- 21.6. Lead-Based Paint.** The Property may have been constructed prior to 1978. Homes built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord will disclose the potential for presence of lead-based paint and lead-based paint hazards in the dwelling. Landlord will provide Resident with federally-approved pamphlet on lead poisoning prevention, receipt of which Resident hereby acknowledges, as well as, disclosures on Landlord's lead disclosure form and addendum.
- 21.7. Sex-Offender Registry.** Landlord notifies Resident that an internet registry of sex offenders may be accessed online publicly and by the local prosecutor's office and sheriff's department. Resident acknowledges that prior to signing this Lease, Resident has had the opportunity to contact the county prosecutor's office, county sheriff's department or visit the U.S. Department of Justice website, or similar government website, and make whatever inquiry Resident deemed appropriate.
- 21.8. Asbestos.** The Property may contain asbestos, a substance known to cause cancer. If the Property contains asbestos, disturbance or damage to certain interior surfaces may increase the potential exposure to this substance. Resident, Occupant, and their invitees and guests must not take or permit any action which in any way damages or disturbs the ceiling in the Property or any part thereof, including, without limitation, (i) piercing the surface of the ceiling by drilling or any other method; (ii) hanging



plants, mobiles or other objects from the ceiling; (iii) attaching any fixtures to the ceiling; (iv) allowing any objects to come in contact with the ceiling; (v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) painting, cleaning or undertaking any repairs of any portion of the ceiling; (vii) replacing light fixtures; (viii) undertaking any activity which results in vibration which may cause damage to the ceiling; (ix) or altering or disturbing the heating and ventilation system serving the Property, including any ducting connected thereto. Resident must notify Landlord and its agents immediately in writing of any damage to or deterioration of the ceiling in the Property or any portion thereof, including flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or upon the occurrence of any of the events described above.

**21.9. For Telephone Calls, Voicemail Transmissions, Recorded Messages and SMS/Text Messages.**

**21.9.1.** By signing this Lease, Resident specifically requests, expressly consents to receive, and authorizes FirstKey Homes, LLC ("FirstKey"), its affiliates, business associates, and service providers to deliver, or cause to be delivered, telephone calls including telephonic sales calls, text messages, or voicemail transmissions using an automated system for the selection or dialing of your phone number or the playing of an artificial voice or pre-recorded message to the mobile number provided by you in this agreement. This could result in charges to you according to your phone plan. These calls and messages will be for leasing and other property management purposes including but not limited to, for the purpose of leasing, appointment reminders, leasing renewals, service/maintenance requests, payments/collections and company announcements, telemarketing and advertising possible and other resident/applicant-related benefits and services that may be of interest, and for the purpose of servicing your account, payment and billing and collecting any amounts you may owe.

**21.9.2.** If at any point Resident changes or obtains a new phone number, or if Resident no longer maintains the phone number you originally provided to us herein, Resident agrees to notify FirstKey immediately of such change by emailing [fkinfo@firstkeyhomes.com](mailto:fkinfo@firstkeyhomes.com). If Resident does not have internet access, Resident agrees to notify FirstKey immediately of such change in writing at the following address: 1850 Parkway Place, Suite 900, Marietta, GA 30067, attention: Legal. Applicant agrees to provide your full name, address, and Resident ID number in your notification.

**21.9.3.** Resident understands that they need not directly or indirectly sign this form or agree to enter into such an agreement as a condition to purchase any goods or services and such messages and phone calls carry certain risks. For example, messages may be sent in unencrypted form. They could be received by others if



others have access to my device or if my messages are sent to another device. Resident understands the risks, and Resident expressly consents to receiving these messages and asks FirstKey to communicate with Resident in this form.



**21.9.4.** Resident may revoke consent at any time by contacting 844-395-3959 or [residentservices@firstkeyhomes.com](mailto:residentservices@firstkeyhomes.com) or by replying to any SMS with "STOP".

**21.9.5. TERMS OF SERVICE: CLICK HERE TO REVIEW [FIRSTKEY HOMES TERMS OF SERVICE](#) OR VISIT <https://www.firstkeyhomes.com/legal/terms-of-services>**




By signing this document, I fully understand the conditions of the Lease, I have read this document carefully, and understand it is legally binding. THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW AND HAS IMPORTANT LEGAL CONSEQUENCES. PARTIES TO THIS CONTRACT SHOULD CONSULT LEGAL COUNSEL BEFORE EXECUTION. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

SIGNATURE OF RESIDENT(S):

	05/20/2024		05/29/2024
_____ Resident: Nia Tara Byrd (704) 713-2422	_____ Date	_____ Resident: Montier Elliott (980) 230-0605	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date

AUTHORIZED AGENT SIGNATURE ON BEHALF OF OWNER:

	05/29/2024
_____ Agent	_____ Date



## NORTH CAROLINA ADDENDUM

Notwithstanding anything to the contrary contained in the Lease, the terms and conditions below are incorporated and made a part of the Lease.

1. Notices for Service of Process. For the purposes of service of process, notice to Landlord shall be delivered to: **C T Corporation System, 160 Mine Lake Court, Suite 200, Raleigh, NC 27615**, all other notices shall be made per **Section 6** of the Lease.

2. Utility Fee. Resident understands and agrees they must open all utility accounts in their own name prior to move-in including but not limited to electricity, water, sewer, trash services, natural gas, and pay any fees associated with opening the account and pay the utility provider directly for usage. **Landlord will not maintain, manage, or open any utility accounts in its name or the Property Owner's name**, this term supersedes any term of the Lease or Utility Addendum.

3. Payment of Security Deposit. On or before the execution of the Lease, Resident must pay the Security Deposit to Landlord, in the amount noted on page 1 and **Section 7** of the Lease, which amount shall not exceed two months' rent, by *(please check all that apply)*:

- ✓ cashier's check
- ✓ money order
- ✓ electronic

4. Security Deposit Account. The Security Deposit will be deposited, into a non-interest escrow/trust account with a national association bank which is a federally insured depository institution lawfully doing business in North Carolina, named and located at: 3053A Freedom Dr, Charlotte NC 28208

Said deposit is to secure Resident's performance hereunder and shall not limit any liability to Landlord for extraordinary cleaning or repairs necessitated by Resident's occupancy.

5. Self-Help. Resident is prohibited from self-help, except as defined and to the extent allowed per N.C. Gen. Stat. §§ 42-44, Resident may not withhold payment of rent to Lessor while in possession of premises in order to enforce any of Resident's rights under applicable law.

6. Returning the Security Deposit. Upon termination of the Lease, the Security Deposit held by the Landlord may be applied to Deductions as permitted in N.C. Gen. Stat. § 42-51, or, if not so applied, shall be refunded to Resident. In either case the Landlord in writing shall itemize any damage and mail or deliver same to the Resident, together with the balance of the Security Deposit, no later than thirty (30) days after termination of the Lease and delivery of possession



of the Property to the landlord. If the extent of the Landlord's claim against the Security Deposit cannot be determined within thirty (30) days, the Landlord shall provide the Resident with an interim accounting no later than thirty (30) days after termination of the Lease and delivery of possession of the Property to the Landlord and shall provide a final accounting within sixty (60) days after termination of the Lease and delivery of possession of the Property to the Landlord. If the Resident's address is unknown the Landlord shall apply the Security Deposit as permitted in N.C. Gen. Stat. § G.S. 42-51 after a period of thirty (30) days and the Landlord shall hold the balance of the Security Deposit for collection by the Resident for at least six (6) months. The Landlord may not withhold as damages part of the Security Deposit for conditions that are due to normal wear and tear nor may the Landlord retain an amount from the Security Deposit which exceeds its actual damages.

7. Deductions from the Security Deposit. Landlord may deduct the following reasonable fees and charges from the Security Deposit (collectively, the "Deductions"), and if the Deductions exceed the Security Deposit, Resident shall pay Landlord any excess amounts within ten (10) days after Landlord makes written demand therefor. Specifically, per N.C. Gen. Stat. § 42-51 for the following:

- a. The Resident's nonpayment of rent and costs for water or sewer services provided pursuant to N.C. Gen. Stat. § 62-110(g) and electric service pursuant to N.C. Gen. Stat. § 62-110(h);
- b. Damage to the Property, including damage to or destruction of smoke alarms or carbon monoxide alarms;
- c. Damages as the result of the nonfulfillment of the Term, except where the Resident terminated the Lease under N.C. Gen. Stat. §§ 42-45 and 42-45.1 or because the Resident was forced to leave the Property because of the Landlord's violation of N.C. Gen. Stat. Article 2A of Chapter 42 or was constructively evicted by the Landlord's violation of N.C. Gen. Stat. § 42-42(a);
- d. Any unpaid bills that become a lien against the Property due to the Resident's occupancy;
- e. The costs of re-renting the Property after breach by the Resident, including any reasonable fees or commissions paid by the Landlord to a licensed real estate broker to re-rent the Property;
- f. The costs of removal and storage of the Resident's personal property after a summary ejectment proceeding;
- g. Court costs;



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h. Any fee permitted by N.C. Gen. Stat. § 42-46;



By signing below, the Landlord and Resident agree to the accuracy of the above listing and such signatures shall be conclusive evidence of the accuracy of such listing.

SIGNATURE OF RESIDENT(S):



05/20/2024



05/29/2024

Resident: Nia Tara Byrd

Date

Resident: Montier Elliott

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

AUTHORIZED AGENT SIGNATURE ON BEHALF OF OWNER:



05/29/2024

Agent

Date





## BED BUGS NOTICE

This Bed Bugs Notice, which is required by law, is incorporated and made a part of the Lease.

1. Acknowledgement. Resident hereby acknowledges and agrees that Landlord has informed Resident that the Property has **NO BED BUG INFESTATIONS** prior to the execution of the Lease and that Resident has (or has had an opportunity to) inspect the Property to confirm that no bed bug infestation exists. To the extent that there have been any reported instances of bed bug infestations in the Property, Landlord has had the Property treated by a licensed pest control company, at the conclusion of which the Property was found to be free of bed bugs.

2. Prior Residence. Resident hereby warrants and certifies to Landlord that: (A) Resident is not moving from, and has not lived in, a property, residence, house and/or apartment that has experienced or been subject to a bed bug infestation within the eighteen-month-period immediately preceding the beginning of the Term; (B) Resident has inspected Resident's personal belongings, furniture, mattress, clothing and possessions and found them to be free of bed bugs; and (C) Resident has not been subjected to conditions in which there was a bed bug infestation prior to taking possession of the Property.

3. Responsibilities and Delivery of Possession. Resident agrees that any infestation of bed bugs in the Property will constitute damage to and defacement of the Property. In consideration of the disclosures provided herein, if the Property becomes, or is discovered to be, infested with bed bugs at any time during the Term, any renewal term hereof, or between Resident's Move-out and Landlord's possession of the Property, such infestation will be conclusively presumed to be caused by Resident, and in such an event, Resident agrees that Resident will be responsible for any costs and/or damages incurred by Landlord as a result of such bed bug infestation, including, but not limited to, the cost of treatment for the Property as recommended by a qualified and licensed pest control company engaged by Landlord in its sole discretion. Furthermore, Landlord may declare Resident in default of the Lease and pursue any and all remedies available to Landlord for default at law or under the Lease.

4. Indemnification. Under no circumstances will Landlord and or agents of Landlord be held responsible for any of Resident's losses, damages or expenses, including, but not limited to, special, consequential or punitive damages arising out of a bed bug infestation, inspection or treatment. Additionally, Resident agrees to indemnify and hold harmless the Landlord, its affiliates, agents and employees from any actions, claims, losses damages and/or expenses (including, but not limited to, attorney's fees) that Landlord may incur as a result of a bed bug infestation, inspection or treatment. This indemnification will not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.



By signing below, the Landlord and Resident agree to the accuracy of the above listing and such signatures shall be conclusive evidence of the accuracy of such listing.

SIGNATURE OF RESIDENT(S):



05/20/2024



05/29/2024

Resident: Nia Tara Byrd

Date

Resident: Montier Elliott

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

Resident:

Date

AUTHORIZED AGENT SIGNATURE ON BEHALF OF OWNER:



05/29/2024

Agent

Date



## OFAC COMPLIANCE DISCLOSURE AND ADDENDUM

The following terms and conditions are incorporated and made a part of the Lease:

1. Resident represents and warrants that (i) Resident is not: (1) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), or (2) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of Resident constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (iii) no Embargoed Person has any interest of any nature whatsoever in Resident (whether directly or indirectly), (iv) none of the funds of Resident have been derived from any unlawful activity with the result that the investment in Resident is prohibited by law or that the Lease is in violation of law, and (v) Resident has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Resident is prohibited by law or Resident is in violation of law.

2. Resident agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Resident has a reasonable basis to believe that they may no longer be true or have been breached, (iii) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Resident's compliance with the terms hereof.



3. Resident agrees that Resident's inclusion on the List at any time during the Term will be a material default of the Lease. Notwithstanding anything herein to the contrary, Resident will not permit the Property or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and



any such use or occupancy of the Property by any such person or entity will be a material default of the Lease.

By signing below, the Landlord and Resident agree to the accuracy of the above listing and such signatures shall be conclusive evidence of the accuracy of such listing.

SIGNATURE OF RESIDENT(S):

	05/20/2024		05/29/2024
Resident: Nia Tara Byrd	Date	Resident: Montier Elliott	Date
Resident:	Date	Resident:	Date
Resident:	Date	Resident:	Date
Resident:	Date	Resident:	Date
Resident:	Date	Resident:	Date

AUTHORIZED AGENT SIGNATURE ON BEHALF OF OWNER:

	05/29/2024
Agent	Date



## LEAD BASED PAINT DISCLOSURE

**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. Lead 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 lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure (initial)

SS

(a) Presence of lead-based paint or lead-based paint hazards

#### Lessor must check one of the boxes below

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

✓ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

SS

(b) Records and reports available to the Lessor

#### Lessor must check one of the boxes below

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

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

### Resident's Acknowledgment (initial)

NTHS

(c) Resident has received copies of all information listed above.

NTHS

(d) Resident has received the pamphlet **Protect Your Family from Lead in Your Home**.





**Equal Housing Lessor**

©2020 FirstKey Homes of North Carolina, LLC

Lead Based Paint Addendum Page 45 of 53

By signing below, the Lessor and Resident agree to the accuracy of the above listing and such signatures shall be conclusive evidence of the accuracy of such listing.

SIGNATURE OF RESIDENT(S):

	05/20/2024		05/29/2024
_____ Resident: Nia Tara Byrd	_____ Date	_____ Resident: Montier Elliott	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date

AUTHORIZED AGENT SIGNATURE ON BEHALF OF OWNER:

 05/29/2024

_____ Agent	_____ Date
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## MOLD ADDENDUM

### 1. LEASE AGREEMENT DESCRIPTION.

Lease date: 06/26/2024

Landlord or Agent's name: FirstKey Homes of North Carolina, LLC

Residents (list all residents): Nia Tara Byrd and Montier Elliott

The Lease Agreement is referred to in this Mold Addendum as the "Lease."

2. MOLD AND MILDEW. You acknowledge that it is necessary for you to maintain appropriate climate control, keep your dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. You agree to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. You agree not to block or cover any heating, ventilation or air-conditioning ducts. You also agree to report immediately in writing to us: (i) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common area; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. You further agree that you shall be responsible for damage to the dwelling unit and your personal property as well as any injury to you and all occupants of the dwelling unit resulting from your failure to comply with the terms of this Mold Addendum.

3. VIOLATION OF RULES. If you or any occupant violates any rule or provision of this Mold Addendum (based upon our judgment) it shall be considered a material default under the terms of the Lease. Upon written notice from us, you must immediately comply with all rules and provisions of this Mold Addendum. We also have all other rights and remedies set forth in the Lease, including damages, eviction, and attorneys' fees to the extent allowed by law.

4. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all residents under the Lease agreement are fully responsible and liable for the entire amount of all cleaning expenses incurred by us to remove mold from the dwelling unit as well as all damages to the dwelling unit caused by mold. We-not you-will arrange for these services. If a part or parts of the dwelling unit 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.







5. GENERAL. This Mold Addendum is considered part of the Lease described above. In the event of any conflict between the terms of this Mold Addendum and the terms of the Lease, the terms of this Mold Addendum shall control.

Each Resident who signed the Lease must sign this Mold Addendum. Each Resident is jointly and severally liable for damages and all other obligations set forth in this Mold Addendum.


This is Mold Addendum is a legally binding contract. Read it carefully before signing.

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

SIGNATURE OF RESIDENT(S):

	05/20/2024		05/29/2024
_____ Resident: Nia Tara Byrd	_____ Date	_____ Resident: Montier Elliott	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date

AUTHORIZED AGENT SIGNATURE ON BEHALF OF OWNER:

	05/29/2024
_____ Agent	_____ Date

Please note: In this document, the terms "you" and "your" refer to all Residents listed above and all occupants or guests; and the terms "we," "us," and "our" refer to the Landlord or Agent named in the Lease. In this document, all references to the term mold shall be deemed to include all forms of mold and mildew as well as similar growths.



## SMOKE DETECTORS ADDENDUM

### Resident's Acknowledgment (initial)

*NTB* Resident acknowledges that the rental unit is equipped with a fully functional smoke detector.

SIGNATURE OF RESIDENT(S):

<i>[Signature]</i>	05/20/2024	<i>[Signature]</i>	05/29/2024
Resident: Nia Tara Byrd	Date	Resident: Montier Elliott	Date
Resident:	Date	Resident:	Date
Resident:	Date	Resident:	Date
Resident:	Date	Resident:	Date
Resident:	Date	Resident:	Date

AUTHORIZED AGENT SIGNATURE ON BEHALF OF OWNER:

<i>Shana Shuford</i>	05/29/2024
Agent	Date



## UTILITY AND REOCCURRING SERVICES ADDENDUM

Notwithstanding anything to the contrary contained in the Lease, the terms and conditions below are incorporated and made a part of the Lease, this addendum supersedes any conflicting provisions of the Lease:

1) **Utility Responsibility.** Resident acknowledges that all utilities and reoccurring services, including, but not limited to, water, sewer, electricity (except electricity in Texas), sanitation, gas shall remain in the name of the Landlord and Resident shall not take any action to transfer any utility into Resident's name, unless Resident is located in a deregulated utility market as outlined in subsections (b) and (c). The direct and actual costs of all such utilities shall be added to the Resident's ledger and shall be deemed to be Additional Rent hereunder. In addition to the actual costs of the utilities billed to the Resident, Resident agrees to pay a Seven Dollar (\$7.00) convenience fee, per month, to Landlord for the administration of providing utilities to the Property, Landlord does not retain any portion of this fee.

- a) Any utility bills remaining on the day of move out will be added to the Resident's ledger by estimating an average of the monthly billing and prorating such amount by the number of days of actual use.
- b) **Deregulated Utility Markets:** Resident understands that in some states, utilities are deregulated by state or local law. Resident may have the right to a utility choice provided in a deregulated utility marketplace and understands they have the right to opt-out of provider preselected by Landlord and choose their own utility provider. See attached State Addendum to determine eligibility.
- i) **Texas Only.** Residents acknowledge and agree that all electricity accounts will be opened and established in the name of the Resident. Resident is responsible for monthly billing payments, any fees or payments associated with opening the electricity account, and Texas Residents must choose their own retail electric provider and pay for electricity directly to the retail electric provider they choose.
- a. **Texas Notice.** Electricity service is provided to the Property when not occupied by a Retail Electric Provider pursuant to a contract with Landlord. If Resident does not select a retail electric provider and establish service pursuant to their own contract prior to Resident's Move-In date or three (3) days after their Move-In date, then as a courtesy to avoid any interruption of electricity service to the Property, the Resident will be provided service by the Landlord's Retail Electric



Provider on a month-to-month basis and will be sent contract documents by the Retail Electric Provider to establish service by contract with the Resident. Resident will be responsible for all charges for electricity usage incurred after day three (3) of their residency pursuant to the contract documents provided by the Retail Electric Provider until the termination of the Lease or until the Resident selects a new electricity plan or Retail Electric Provider pursuant to all applicable laws and regulations.



- c) Resident shall not disconnect, or transfer utilities provided by Landlord into the name of Resident at any time during the terms of this lease agreement, unless provided for in the State Addendum for certain markets in which Resident has a choice in provider.

**NTWB Resident acknowledges and understands they may have the right to choose their own utility provider in a deregulated market, as may be required by state law.**


2) Utilities Not Included. The following reoccurring services are not provided by the Landlord and Resident must obtain any other service in their name not identified in Section 1 of this Addendum and is their sole- responsibility including but not limited to trash/solid waste services (unless included with other utilities managed by Landlord), cable, security systems, satellites television, internet, or pest control.



SIGNATURE OF RESIDENT(S):

	05/20/2024		05/29/2024
_____ Resident: Nia Tara Byrd	_____ Date	_____ Resident: Montier Elliott	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date
_____ Resident:	_____ Date	_____ Resident:	_____ Date

AUTHORIZED AGENT SIGNATURE ON BEHALF OF OWNER:

	05/29/2024
_____ Agent	_____ Date



## TRASH, WASTE, AND GARBAGE ADDENDUM



Notwithstanding anything to the contrary contained in the Lease, the terms and conditions below are incorporated and made a part of the Lease and supplement the Resident's responsibilities as related to Trash, Waste, and Garbage Services ("Trash Services").

1. Trash Responsibility. Resident agrees and understands they will be responsible for Trash Services related to the Property, including the proper disposal of Trash, the storage of Trash containers per local municipal code and Homeowner's Association rules.


2. Payments. For Trash Services to be established in the Resident's name, those Trash Services payments shall be made directly to the Trash Service providers. Resident is not obligated to pay or hire trash services if included with their sewer and water service or included with the city or county's property taxes.

- a. Housing Voucher Participants also known as Section 8 are not required to pay for trash service per the Department of Housing and Urban Development.

SIGNATURE OF RESIDENT(S):

	05/20/2024		05/29/2024
Resident: Nia Tara Byrd	Date	Resident: Montier Elliott	Date
Resident:	Date	Resident:	Date
Resident:	Date	Resident:	Date
Resident:	Date	Resident:	Date
Resident:	Date	Resident:	Date

AUTHORIZED AGENT SIGNATURE ON BEHALF OF OWNER:

	05/29/2024
Agent	Date



# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development



## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
June 2017

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## For More Information

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### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

---

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

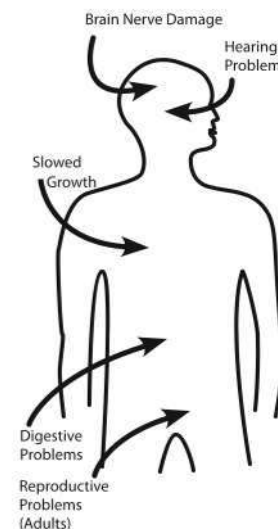
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



## Renovating, Repairing or Painting a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.



## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## **Servicemembers Civil Relief Act**

If you are a member of the military, to promote and provide servicemember mission readiness, there are special laws that can have a substantial influence on your rights in property rental. Perhaps one of the most important areas affected by these laws is that of landlord-tenant law. FirstKey Homes values the contributions that its renters who are servicemembers make to this Country and want to help provide you with information on important rights you have as a servicemember.

As each state has different laws that effect a servicemember's rights in the landlord-tenant relationship, each case is unique and requires individual attention from a qualified member of your legal assistance team. However, general information regarding individual rights in such cases is provided below and should be considered in any military landlord-tenant matter.

**Right to terminate leases early.** Under section 535 of the Servicemembers Civil Relief Act (50 USC App. §§ 501-596, "SCRA"), a servicemember has the right to terminate a lease, if after signing the lease: the tenant enters military service (which includes a reservist being called to active duty); or the tenant signs the lease while in military service, and then receives military orders for a Permanent Change of Station ("PCS") move, or to deploy, or as an individual in support of a military operation, with a military unit for a period of not less than 90 days.

**Notice to terminate.** If you are a military tenant, in order to terminate your lease under the SCRA, you must give your landlord written notice to terminate your lease, accompanied by a copy of your official orders or a letter from the command indicating a deployment. The notice must be "delivered" to your landlord by hand, private business carrier, or by U.S. mail, return receipt requested.

A form of the notice that is attached can be used to give notice of termination under the SCRA, although the use of this form is purely optional and is provided solely for your convenience. You can use this form (or any other form designed for such use) or provide notice by letter.

**Effective date of lease termination.** The SCRA says that the lease terminates "30 days after the first date on which the next rental payment is due and payable after the date on which the notice...is delivered." For example, if you deliver notice to your landlord on the 20th of the January, and normally pay rent on the 1st of each month, your lease would end on 1 March, (you must pay February's rent). Notice early in the month will result in payment of two months' rent.

**Family members who are also tenants.** In cases where both a servicemember and a non-military spouse are tenants (have signed the lease), the servicemember's notice of termination is good for the non-military tenant as well. In other words, your landlord cannot sue a non-military tenant spouse for nonperformance under the lease where the servicemember tenant has given proper notice under the SCRA to terminate the lease. (See § 535(a) of the SCRA.)

**Evictions.** Under the SCRA (§ 531), a servicemember tenant and dependents may not be evicted from a rented residence (during a period of military service) without a court order. Note that this

protection only applies to leases covering the principal residence of the servicemember, and for leases less than a certain amount specified in the statute. If an eviction case is started against a servicemember whose ability to pay the agreed rent is materially affected by military service (for example, a reservist that suffers a pay decrease after being called to active duty), then the court can delay the proceedings, or adjust the rent under the lease to accommodate the interests of the parties.)

*The material in this notice is intended to alert you to important rights you may have pursuant to the SCRA. This notice is not intended to be legal advice. Each individual's situation is unique and may require legal advice and assistance. We recommend you speak with a licensed attorney before completing and sending any notice contemplated by the SCRA.*

*As a courtesy, we have provided this template letter and instructions, which may be appropriate for some situations. This content is not intended to be legal advice. We recommend you speak with a licensed attorney before completing and sending this letter.*

# TEMPLATE LETTER FOR TERMINATION OF RESIDENTIAL LEASE

## **Instructions**

- (1) Meet with a licensed attorney at an armed-service legal assistance office to discuss your specific situation.<sup>1</sup>
- (2) Obtain a copy of your orders to deploy / PCS or a letter from your commanding officer stating your pending deployment
- (3) Replace the bolded portions in the template with the applicable information.
- (4) Print and sign the letter.
- (5) Attach a copy of your orders to deploy or a letter from your commanding officer
- (6) Make at least one (1) copy of the letter with all attachments to keep for your own records.
- (7) Send the original letter via certified mail return receipt requested. You may also deliver it by hand or by private business carrier (e.g. UPS) with return receipt.
- (8) Retain any written response from FirstKey Homes for your own records.
- (9) Follow-up with a licensed attorney at an armed-service legal assistance office to address any concerns.

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<sup>1</sup> This is not required, but recommended. Servicemembers and dependents with questions about the SCRA may contact their unit's Judge Advocate or an installation Legal Assistance Officer. A military legal assistance office locator for each branch of the armed forces is available at <http://legalassistance.law.af.mil/content/locator.php>.

**Date**  
**Rank and Full Name Street Address**  
**City, State Zip Code**

**FirstKey Homes, LLC**  
**Attn: Senior Corporate Counsel (Operations)**  
**1850 Parkway Place, Suite 900**  
**Marietta, GA 30067**

RE: **Rank and Full Name's** Lease Agreement at **Street Address, City, State Zip Code**

Dear **FirstKey Homes**:

Pursuant to the Servicemembers' Civil Relief Act ("SCRA") 50 U.S.C. Section 3955, this letter is my formal written notice to terminate the lease agreement for the residential property located at the above referenced address.

I am currently serving on active duty with the **Branch of Armed Forces**. **I received orders to deploy in support of Operation Name for 90 days or longer / I received orders for a permanent change of station to New Duty Station**. The SCRA states a servicemember may terminate a residential lease 30 days after the first date of the next rental payment. My next rental payment is due on **Date**; therefore, this lease shall terminate on **Date + 30 Days**.

Under the SCRA, all unpaid rental amounts for the period preceding the date of termination shall be prorated. The SCRA prohibits any early lease termination charges, penalties, or concession fees. All amounts held in security shall be returned according to the laws of this State. You may forward my security deposit to **Forwarding Address**.

Please find the copy of **My Orders to Deploy / PCS / Letter from CO**.

If you have any questions or concerns, you may contact me at the above address, or my commanding officer's address on the attached letter.

Respectfully Submitted,

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**Rank and Full Name**

Attachment(s):  
**Official Orders or Commanding Officer's Letter**




Document Information










Document Reference Number: 10207533

Document Pages: 67

Signatures: 27  
Initials: 6

Status: Completed

Signature Summary	Signature	Initials	Timestamp	Signing Status
Nia Tara Byrd		NTTB	05/20/2024 01:10:33 PM EST	Completed
Document Started: Email Address:	05/20/2024 01:10:15 PM EST nthall776@gmail.com			
Montier Elliott		ME	05/29/2024 01:05:22 PM EST	Completed
Document Started: Email Address:	05/29/2024 01:05:12 PM EST montier.elliott@gmail.com			
Shana Shuford		SS	05/29/2024 01:42:16 PM EST	Completed
Document Started: Email Address:	05/29/2024 01:41:18 PM EST sshuford@firstkeyhomes.com			

Signature Details	Page	Signature/Initials	Signing Status	Tracking Details
Nia Tara Byrd	36		Completed	IP Address: 136.57.136.14 Timestamp: 05/20/2024 01:12:51 PM EST User Agent: Safari on iPhone
Nia Tara Byrd	40		Completed	IP Address: 136.57.136.14 Timestamp: 05/20/2024 01:12:57 PM EST User Agent: Safari on iPhone
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