

RULES FORMING PART OF LEASE CONT'D FROM PAGE 6 FOR Storage Space YONKERS, N.Y. 10704

12. <u>PETS/ANIMALS VISITORS</u>	NO PETS (unless so written on the first page of this lease), OR VISITOR'S/RELATIVES' PETS/ANIMALS are allowed at any time on the grounds or in the building without WRITTEN PERMISSION of the Owner.
13a <u>VISITOR'S PARKING</u>	Visitor Parking on street only. NO MOTORCYCLE/MOTORBIKES ALLOWED ON PREMISES.
13b <u>DRIVEWAY, NO STORAGE</u>	No storage either indoors/outdoors or in apt/attic/closets/laundry/terrace of any kind of tools/machinery, or any large, heavy, oily or leaking items etc. including: cars/vans/trucks/cycles/boats/trailers etc. or any equipment used in any business, etc., in driveway/on street/in front or on side of house/adjacent-to, in backyard or anywhere on property. <u>NO STORAGE IN BOILER &amp; FURNACE ROOMS/ATTICS WITH HEAT DUCTS/ADDT'L FURNACE. (FIRE LAW)</u> These rooms are for utilities only. FIRE HAZARD.
13c <u>NO CAR WASH</u>	No washing cars in driveway using metered water.
13d <u>CITY STREET SWEEPER</u>	City Street-sweeping is on _____ from ___ a.m. to ___ a.m. Parked cars on that side of the street are ticketed.
14. <u>STANDARD ESCALATION CLAUSE</u>	During the term of this lease or any extension thereto, if Owner receives any unusually high increases in Taxes, Water, Sewer, Gas, Electric, Fuel, Insurances, etc. or building is re-assessed substantially affecting cost of any of the above, Tenant's rent for this storage space will be immediately increased proportionately and will be due on the date it went into effect upon written notice by Owner.
15. <u>HEAT AND HOT WATER</u>	Tenants' space has its own separate Air Conditioning/Heat/Hot Water/Humidifying Systems. Utilities for same is at the cost of the Tenant.
16. <u>HEAT TEMPERATURE</u>	It is mutually understood that Tenant will abide by all mandatory day/night heating temperatures (night temp. several degrees below day temp.) requested by any gov't agency to conserve fuel. IN CASE OF FUEL EMERGENCY, it is suggested you have ELECTRIC MATTRESS COVERS (not BLANKETS) which are cheaper, more efficient. Owner is not responsible for lack of heat/hot water or any energy because of fuel shortage, rationing, strikes, power failure, etc.
16a <u>HEAT LAW:</u>	Oct. 1 to April 30.
17a <u>HEAT THERMOSTATS</u>	Tenants' space may be equipped with several thermostats to control several air conditioning/heating zones enabling Tenant to choose which areas are to be cooled/heated.
17b <u>NO OPEN DOORS OR WINDOWS DURING COOLING OR HEATING SEASONS</u>	<p>FOR MOST EFFICIENT HEATING, THE FOLLOWING SUGGESTIONS SHOULD BE FOLLOWED:</p> <p>SET THERMOSTAT DAY TEMPERATURE BETWEEN 68 and 72 DEGREES, AND APPROX. 5 DEGREES LOWER FOR NIGHT. THERMOSTAT SHOULD BE PROGRAMMED WITH CONSERVATION IN MIND.</p> <p><u>DURING HEATING SEASON: BEFORE YOU GO ON VACATION, AND WHEN NOT AT premises FOR LONG PERIODS OF TIME: NEVER TURN OFF HEATING SYSTEM COMPLETELY OR A L L</u></p> <p><u>W A T E R PIPES IN SPACE WILL FREEZE AND BURST! ALL THERMOSTATS MUST NEVER BE SET LOWER THAN 50 DEGREES FAHRENHEIT.</u></p> <p>Please do not run bath or kitchen EXHAUST FANS for more than 10 min. during air cond/heat seasons as it will draw out considerable amounts of cooled/heated air from the apt. DO NOT OPEN STORM WINDOWS/DOORS OR RUN EXHAUST FANS FOR "AIRING OUT THE APT" FOR MORE THAN 10 MIN. AS THE THERMOSTAT WILL IMMEDIATELY CALL FOR MUCH MORE AIR CONDITIONING/HEAT AND WILL MAKE THE ROOM/ZONE/APT UNBEARABLY COLD/HOT WASTING A CONSIDERABLE AMOUNT OF ENERGY.</p> <p>DO NOT LEAVE ANY WINDOWS OPEN "A CRACK" OF 1 inch or so, ESPECIALLY WHEN GOING TO WORK, WHETHER IT IS DAY OR NIGHT AS IT MAY RAIN SEVERELY AND RUIN THE OAK FLOORS. Also, leaving windows open calls for excessive cooling/heating and IS THE SAME AS HAVING A 12 SQ. IN. HOLE IN THE WALL WHERE COOL AIR/HEAT ESCAPES. <u>WINDOWS LEFT OPEN ESPECIALLY WHEN GOING TO WORK OR ON VACATION IS VERY WASTEFUL OF ENERGY. ALSO, WEARING SCANT THIN SUMMER-TYPE CLOTHING DURING THE HEATING SEASON (shorts, sleeveless/ short-sleeved undershirts/thin tops) AND RAISING THE HEAT, IS ALSO VERY WASTEFUL.</u></p>
18. <u>REPAIRS AND LEAKS</u>	Because we are not a big real estate corp., we try to do all repairs by ourselves as speedily as possible. Please be assured that all repairs will be made, however, if it is not an emergency and because circumstances sometimes do not permit, we might not be able to make a repair immediately or on a particular weekend. Please try to bear with us under these conditions.

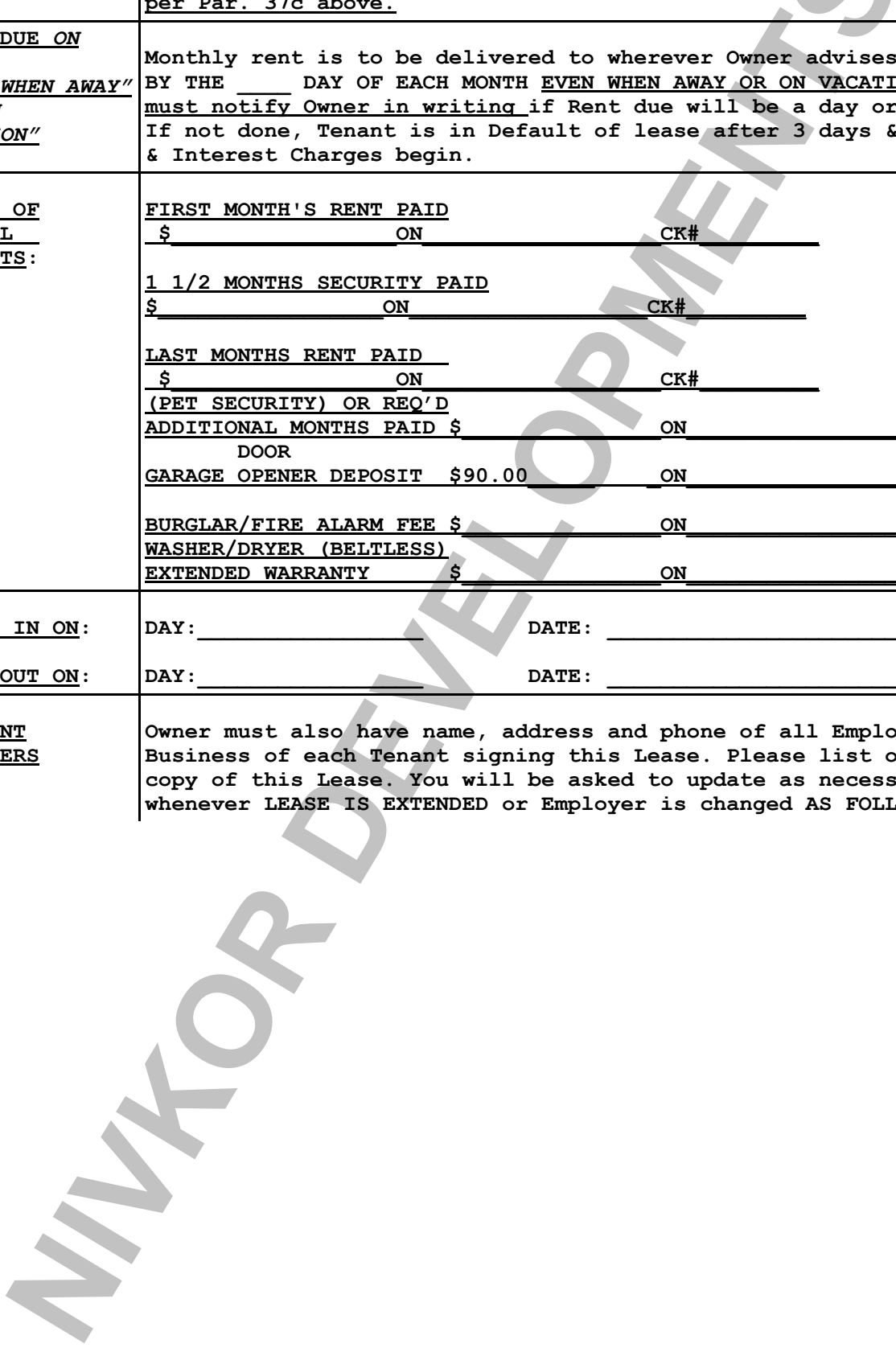
<p>20a <u>SECURITY OF</u> <u>1½ MONTHS/PET</u> <u>SECURITY</u> <u>IS NOT FOR</u> <u>TENANT'S USE!</u></p>	<p>Upon signing of the lease, Tenant is required to give to Owner 1½ months Security to ensure full and faithful performance of TENANT'S REQUIREMENTS of the lease. <u>UNDER NO CIRCUMSTANCES WILL SECURITY BE USED BY OWNER IN LIEU OF PAYMENT OF ANY MONTH'S RENT WHILE TENANT DOES/DOES NOT OCCUPY SPACE! DO NOT ASK!</u></p> <p>As per N.Y. STATE LAW SECTION 7-103, Security on deposit DOES NOT earn interest which is required for bldgs of MORE THAN 6 APTS. <u>SEE ATTORNEY GENERAL'S BOOKLET.</u> SECURITY check will be cashed and deposited into a SAFE DEPOSIT BOX in a bank of Owner's choice so that it does not co-mingle with Owner's money <u>OR EARN INTEREST FOR OWNER, EVEN THOUGH THIS IS NOT REQUIRED BY THE ATTORNEY GENERAL.</u></p> <p>In the event of increase of monthly rent, Tenant must increase WITHIN 30 DAYS, SECURITY/DEPOSIT and any other mutually agreed to deposits, with Owner, accordingly, together with new monthly rent. This also applies to the LAST MONTH'S RENT and any additional rent.</p>
<p>20b <u>SECURITY</u></p>	<p>If Tenant is in default of his responsibilities or any clause/rule/regulation/rider/addition/extensions to lease/causes damage or BREAKS LEASE and fails to pay for ADVERTISING FOR NEW SUITABLE TENANT/painting/repairs, or fails to pay any month's rent WITHIN 5 DAYS OF DUE DATE during this lease or any extensions thereto, ENTIRE AMOUNT OF SECURITY/LAST MONTH'S RENT/ANY ADDITIONAL MONTHS DEPOSITS ARE IMMEDIATELY FORFEITED FOR LIQUIDATED DAMAGES TO OWNER AND LEASE WILL END AND TENANT MUST MOVE IMMEDIATELY UPON WRITTEN NOTICE FROM OWNER.</p> <p>If Tenant fails to repair an item that was ruined by his misuse, negligence, or improper conduct or that of his Visitors/Family/Friends/ Relatives/their Pets/Agents/Employees, during the term/extensions of this lease then Owner will deduct from Security: the cost of the item(s), PLUS Owner's transportation costs, time and any other expense incurred in repairing same. MAKE REPAIRS BEFORE LEASE EXPIRES.</p>
<p>20c <u>APT GIVEN &amp; TO</u> <u>BE RETURNED IN</u> <u>READY-TO MOVE-IN</u> <u>CONDITION, ALL</u> <u>APPLIANCES, BATHS,</u> <u>FIXTURES, ETC. IN</u> <u>PERFECT WORKING</u> <u>ORDER, SPOTLESSLY</u> <u>CLEAN</u></p>	<p><u>ALL FIXTURES/APPLIANCES, PLUMBING/DRAINS ELECTRICAL/TV RECEPTACLES/ CABLES, ETC. HAVE BEEN INSPECTED PRIOR TO YOUR MOVING IN AND ARE CONSIDERED IN PERFECT WORKING ORDER UNLESS NOTIFIED IN WRITING TO THE CONTRARY. TENANT AGREES TO ACCOMPANY OWNER ON A WALK-THROUGH WRITTEN INSPECTION AFTER SIGNING OF THIS LEASE PRIOR TO MOVING-IN SO THAT ALL EQUIPMENT IS INDEED IN PERFECT WORKING ORDER &amp; ARE SPOTLESSLY CLEAN. BY SIGNING THIS LEASE, TENANT AGREES TO RETURN ENTIRE APT IN SAME CONDITION "READY TO MOVE-IN, CLEAN VACUUMED/BROOM SWEPT, ALL EQUIPMENT IN PERFECT WORKING ORDER, SPOTLESSLY CLEAN" B E F O R E EXPIRATION OF THE LEASE AND MUST RETURN ALL KEYS OR PAY FOR REPLACEMENT LOCK/KEY PARTS, LABOR AND REPAIRS PLUS \$980.00 ADDITIONAL CLEANING FEE TO BE DEDUCTED FROM SECURITY.</u></p>
<p>20d <u>RETURN OF</u> <u>SECURITY</u></p>	<p>SECURITY will be returned to Tenant AS PER CLAUSE 5 HEREIN BY CERTIFIED MAIL ONLY, to Tenant's NEW ADDRESS ONLY. AFTER APT IS COMPLETELY VACATED, TENANT AGREES TO ACCOMPANY OWNER ON A WALKTHROUGH-WRITTEN-INSPECTION AND AGREES TO REPAY OWNER FROM SECURITY/OTHER SOURCES FOR ANY PARTS DAMAGED BY NEGLIGENCE/CARELESSNESS. During the process of repainting, as per Clause 5, Owner requires at least 60 days to obtain &amp; reinstall any required new parts and to adequately test/inspect the proper functioning of each fixture/appliance &amp; all pertinent parts thereto after any necessary repairs. In addition, Security will be returned as per Clause 5 only after all of the above has been verified by Owner that the apt. has indeed been left in "READY TO MOVE-IN, VACUUMED, BROOM-SWEPT CONDITION", baths, all appliances, electric, plumbing and other fixtures SPOTLESSLY CLEAN and in "READY TO MOVE-IN" PERFECT WORKING ORDER, <u>AS WAS GIVEN TO YOU WHEN YOU MOVED IN.</u></p>
<p>21a <u>PAINTING</u></p>	<p>Owner will not be required to paint or decorate during the term of this lease or upon any renewal thereof. Tenants may paint all walls/ ceilings ONLY with color "<u>Dove White</u>" BY BENJAMIN MOORE LATEX REGAL SATIN PAINT. NO METAL FIXTURES, ELECTRIC COVERS/SWITCHES OR WOOD CABINETS, WOOD TRIM/DOORS MAY BE PAINTED. Remove receptacle covers before painting.</p>
<p>21b <u>NO WALLPAPER</u></p>	<p>No wallpaper may be installed anywhere without written consent of Owner, with the understanding that Tenant must remove all paper and sand down to original smooth surface and REPAINT WALL TO THE ORIGINAL COLOR TO SATISFACTION OF OWNER.</p>
<p>22a <u>PLUMBING</u></p>	<p>KITCHEN SINK STRAINER MUST BE KEPT IN POSITION <u>AT ALL TIMES.</u> Its purpose is to prevent clogged plumbing. Empty the strainer INTO GARBAGE, <u>NOT DOWN DRAIN.</u> SCRUB STRAINER AND DRAIN WITH SCOURING POWDER AS IT IS PART OF THE SINK AND SHOULD NOT BE BROWN. <u>PLEASE DO NOT DISPOSE OF GREASE/FATS/COFFEE GROUNDS/SANITARY NAPKINS/RAGS/CLOTH/ETC. INTO ANY DRAINS/TOILETS.</u></p>
<p>22b <u>CLOGGED DRAINS</u></p>	<p>WHEN YOU CLOG IT, UNCLOGGING IS AT YOUR OWN EXPENSE. CLOGS DO NOT JUST "OCCUR BY THEMSELVES". DRAIN/TOILET CLOGGING CAN ONLY OCCUR IF YOU ABUSE THE DRAINAGE SYSTEM WITH FOREIGN MATTER/OBJECTS. ALL</p>

<p><u>USE "PEQUA"</u> <u>(NO DRAIN-O!)</u> <u>NO CHEMICALS</u></p>	<p>Use a product called "PEQUA" (organic) to clear sink drain OR CALL A DRAIN SERVICE <u>FOR MECHANICAL (NOT CHEMICAL) UNCLOGGING OF DRAIN</u> listed in phone book. <u>DO NOT USE "DRAIN-O" OR ANY CHEMICALS WHICH MAY DISSOLVE PIPES!</u> Replacing pipes in the walls/ceiling/floors will be at tenant's expense!</p>
<p>22c <u>TOILET BOWLS</u></p>	<p>Please do not use Toilets as wastebaskets, i.e. flushing 3 gals. Of water to dispose of one tissue. <u>WE DO NOT UNCLOG TOILETS - DO NOT CALL OWNER.</u></p>
<p>23a <u>WASHER/DRYER</u> <u>LAUNDRY ROOM</u> <u>DRAINS/VENTS</u></p>	<p>BE VERY CAREFUL THAT EXCESSIVE LINT/PLASTIC BAGS/SOCKS/SMALL CLOTHS DO NOT SOMEHOW FIND THEIR WAY DOWN THE WASHER/DRYER/SINK-DRAINS/DRYER-VENTS (<u>flammable</u>). <u>UNCLOGGING OF LAUNDRY DRAINS/VENTS IS AT THE EXPENSE OF TENANT.</u> LG WASHER/DRYER ARE <u>DIRECT DRIVE (BELTLESS)</u>.</p>
<p>23b <u>NO CLOTHESLINE</u></p>	<p>NO CLOTHESLINE MAY BE INSTALLED ANYWHERE IN APARTMENT/TERRACE/PORCH/PATIO/ LAUNDRY ROOM/STORAGE-SHED/ATTIC/OR IN ANY YARD.</p>
<p>23c <u>WASHER/DRYER</u> <u>REPAIRS</u></p>	<p>After Warranty expires, repair of Washer and Dryer is at Tenant's expense unless Tenant purchases extended Warranty when Owner receives notification.</p>
<p>23d <u>FILTERS</u> <u>STRAINERS IN</u> <u>PLUMBING &amp;</u> <u>APPLIANCES</u></p>	<p>ALL APPLIANCES/FIXTURES USED BY TENANTS HAVING FILTERS/STRAINERS: Kitchen/Bathroom/Laundry-Sinks/Tubs/Showers/Dishwasher/Washer/Dryer/Air Conditioners, etc., having strainers and/or filters should be cleaned by hand either after EACH use or periodically as it costs YOU more money for clogged drains/vents and/or electricity if not maintained properly.</p>
<p>23e <u>NO INSTALLING</u> <u>OF</u> <u>APPLIANCES</u></p>	<p>NO MAJOR APPLIANCES/ELECTRONICS (12+ Amps)/DISHWASHERS/WASHERS/DRYERS/AIR CONDITIONERS/ REFRIGERATORS, ETC. MAY BE INSTALLED AT ANY TIME without Owner's WRITTEN permission.</p>
<p>24a <u>RADIOS,</u> <u>STEREOS,</u> <u>PHONO/TV</u> <u>SPEAKERS</u></p>	<p>NO LOUD INDOOR/OUTDOOR SPEAKERS OR LOUD OUTDOOR AUTOMOBILE MUSIC. NO NOISE AFTER 10 P.M. Please do not place speakers directly on wood floors which resonate the bass. Place on shelves/tables or pads. Bass/Volume should be kept to a minimum. Please do not <u>impose</u> your musical tastes on others by playing your music preference loudly.</p>
<p>24b <u>INDOOR/OUTDOOR</u> <u>TERRACE PARTY</u> <u>OR GATHERINGS</u></p>	<p>NO LOUD OUTDOOR CELLPHONE TALKING ESPECIALLY AT NIGHT. Parties are to be kept to a minimum and absolutely no indoor/outdoor loud music/talking/laughter after 10 PM. Notify Tenants/Owner of any indoor/ outdoor/patio parties or gatherings at least one week in advance.</p>
<p>24c <u>TELEPHONE/TV</u> <u>INTERNET</u></p>	<p>Only wiring is provided in all rooms for Telephone/TV/Internet. You must obtain and pay for your own Providers. Please consult with Owner BEFORE any installation by Satellite TV/Telephone/Cable/Companies possibly lowering installation cost if any, and to insure proper installation.</p>
<p>25 <u>SNOW/ICE</u> <u>REMOVAL</u></p>	<p>ONLY CHEMICAL <u>NON-DAMAGING</u> (to cement) SNOW/ICE MELTERS may be used on pavements/stairs. <u>NO CEMENT-DAMAGING SALT OR ROCKSALT.</u></p>
<p>26 <u>AIR COND AND</u> <u>REFRIGERATOR-</u> <u>FREEZER</u></p>	<p>Please see instructions on unit or for Cent'l Air Conditioning/Heat operation. USE A/C WISELY! Owner is not liable for failure of air conditioning or refrigerator/freezer and its contents due to voltage drop by power company causing mechanical failure.</p>
<p>27a <u>CARPETING,</u> <u>OAK FLOORS</u> <u>GRANITE BATH/</u>  <u>KITCHEN FLOORS</u></p>	<p>WE REQUIRE either WALL-TO-WALL or AREA CARPETING AND RUNNERS in <u>ALL MAIN WALKING AREAS</u> and from room to room if outdoor shoes are habitually worn in the apt. ALL FLOORS/STAIRS EXCEPT KITCHEN/BATHS ARE PREMIUM OAK WOOD and should NEVER be washed with water/get wet with any liquid in any way as oak wood turns black! Wipe up spills IMMEDIATELY. No washing rugs on OAK floor. Dry rug shampooing is required and is at Tenant's expense. ALL OAK/GRANITE FLOORSCRAPING/HOLES/PET/RUST AND OTHER STAIN REMOVAL/REPAIRS of oak or granite kitchen/bath floors/walls or of carpeting is at Tenant's expense.</p>
<p>27b <u>ALL FLOORS AND</u> <u>STAIRS</u></p>	<p>Women should not wear SHARP high heels in apt. If floors/stairs are damaged, scratched/gouged by high heels/moving furniture-appliances/stains (granite is unrepairable), floor repair/replacement is completely at Tenant's cost.</p>
<p>27c <u>FLOODING</u></p>	<p>Excessive use of water on Kitchen/Bathroom floors or any floods from showers/sinks/toilets or any other source caused by Tenant resulting</p>

<p>29 <u>ELECTRIC &amp; GAS, CIRCUIT BREAKERS</u></p>	<p>Owners do <u>not</u> supply any type of REPLACEMENT LIGHTBULBS/STARTERS/SHADES/BLINDS etc. for fixtures/appliances/windows. There are an abundance of electrical receptacles in each room. Do not overload wiring. Circuit Breakers (fuses) are located in the HALLWAY of each apt. Notify Owner immediately if circuit breaker disconnects. Apartment is supplied by its own electric and/or gas meters read monthly by power company.</p>
<p>30a <u>BURGLAR ALARM SYSTEM</u></p>	<p>Tenant is to reimburse the annual central station Burglar/Fire Alarm fee to Owner upon receipt of bill. (Currently approx. \$240.00 yearly).</p>
<p>30b <u>SMOKE ALARMS FIRE ALARMS GAS SNIFFERS</u></p>	<p>Smoke, Fire alarms and Gas Sniffers are located in the attic/basement/ boiler rooms and in each apartment, and is connected directly to a Central Station. No batteries are needed for this system. FIRE TRUCKS COME IMMEDIATELY WHEN SUFFICIENT SMOKE IS DETECTED, EVEN FROM BURNING FOOD.</p>
<p>30c <u>CARBON MONOXIDE DETECTORS</u></p>	<p><u>BY LAW, CARBON MONOXIDE DETECTORS MUST BE BATTERY OPERATED (9 VOLT BATTERY) AND KEPT PLUGGED IN THEIR PRESENT OUTLET LOCATION AND NOT MOVED ANYWHERE ELSE. BEEPING SOUND INDICATES BATTERY MUST BE REPLACED. IT IS THE TENANT'S RESPONSIBILITY TO PROVIDE &amp; CHANGE BATTERIES AS NEEDED. BE CAREFUL NOT TO DAMAGE WIRES CONNECTED TO BATTERY WHEN REMOVING/INSTALLING BATTERY. IF WIRES ARE DAMAGED, TENANT MUST PURCHASE NEW IDENTICAL APPROVED DETECTOR AT OWN EXPENSE.</u></p>
<p>30d <u>RENTER'S INSURANCE</u></p>	<p>TENANT SHOULD HAVE THEIR OWN FIRE EXTINGUISHER IN THE KITCHEN AND RENTER'S INSURANCE FOR HAZARDS FOR THEIR FURNITURE/BELONGINGS.</p>
<p>30e <u>ROCKS &amp; WALLS/FENCES</u></p>	<p>To prevent accidents do not allow ANYONE (especially children) to climb rocks, planter walls, fences etc. Keep children under constant supervision.</p>
<p>31 <u>CARE OF OUTDOOR AREAS, FRONT/SIDE/REAR</u></p>	<p>Please do not spill any soda/alcoholic drinks chemicals, paints, waxes or petroleum products, etc. especially in hot weather as in just 15 min. the shrubs, cement/stone surfaces will be permanently ruined. Tenants may not block or sit in front of house accessways or block front/rear/side stairs/ steps at any time. Please broom sweep outdoor apt entry/stairs periodically Please do not leave objects on sidewalk/front stairs/steps as it is a safe- ty hazard. In winter months, snow/ice must also be removed. Backyard privileges are to be used/shared only by Tenant on that floor or only in their designated areas and may be revoked at any time by written notice of Owner.</p>
<p>32 <u>WOOD DOORS WOOD TRIM, ETC., COUNTERS</u></p>	<p>PLEASE DO NOT NAIL OBJECTS INTO WOOD. IT CAN NEVER BE REPAIRED, ONLY REPLACED AT EXPENSE OF TENANT. You may nail into plasterboard walls which are easily repaired. Ask for assistance in hanging heavy items. NEVER CUT FOOD DIRECTLY ON GRANITE COUNTERS-USE A CUTTING BOARD. DO NOT SLAM DOORS/CLOSETS.</p>
<p>33a <u>GARBAGE AND RECYCLABLES TUES/WED/FRI 6-9 A.M.</u></p>	<p>City garbage collection is on TUESDAY/WED/FRIDAYS from 7-9 am except on holidays. GARBAGE CANS ARE CLEARLY MARKED "PAPER ONLY", "TIN/ PLASTIC/GLASS ONLY". Please obey all new rules imposed by the city which is punishable by fine to ALL Tenants. Do not leave garbage bags <u>uncover- ed</u> next to garbage cans. Rubbish must be PUT INTO GARBAGE CANS AND COVERED TIGHTLY as skunks/raccoons (which may be Rabid) may be attracted to the garbage.</p>
<p>33b <u>OLD FURNITURE, MATTRESSES, CARPETING, LARGE ITEMS</u></p>	<p>BEFORE disposing of old mattresses, furniture, etc. PLEASE CALL: <u>YONKERS PUBLIC WORKS</u> for an appointment for pickup (maximum 3 OBJECTS OUT ONLY ON THE <u>NIGHT BEFORE PICKUP</u>, AS YOU MAY BE FINED.</p>
<p>34 <u>INSECTS/PESTS</u></p>	<p>Building is free of Roaches/Rodents. CAREFULLY CHECK ALL FURNITURE CARDBOARD BOXES AND BELONGINGS BEFORE MOVING THEM INTO APT. ALWAYS CHECK ALL SUPERMARKET GROCERY BAGS WHEN STORING GOODS IN CABINETS. The use of "Shell Pest Strips" (not sticky) is great for flea problems.</p>
<p>35 <u>TERRACES/PATIOS PORCH/STAIRS/STEPS/ ENTRANCES/GARAGE</u></p>	<p>PLEASE SWEEP/VACUUM PERIODICALLY AS IT IS PART OF THE PREMISES LEASED. FIRE LAWS FORBID SITTING/PLACING CHAIRS ON FRONT STEP BLOCKING EXITS/DOORS. CLOSE DOORS &amp; WALK ON STAIRS/FLOORS <u>QUIETLY</u> IN CONSIDERATION OF OTHERS WHO MAY BE SLEEPING.</p>
<p>36a <u>3 MONTHS WRITTEN NOTICE OF INTENTIONS IS REQUIRED</u></p>	<p><u>UNDER NO CIRCUMSTANCES WILL ANY VERBAL NOTICE OR PHONE CALL FROM TENANT BE ACCEPTED AS PROPER 3 MONTH WRITTEN NOTIFICATION CONCERNING: RENEWING THE LEASE; MOVING AT EXPIRATION OF THIS LEASE; BREAKING THIS LEASE, OR ANY MATTER RELATING TO THE LEASE AS WELL AS PARAGRAPHS 36b, 36c, 36d, 36e and 36f below:</u></p>

36b <u>RENEWAL OF LEASE</u>	IF OWNER WISHES TO RENEW YOUR LEASE, 3 MONTHS PRIOR TO EXPIRATION OF LEASE, PLEASE RETURN THE <u>WRITTEN NOTICE</u> SENT TO YOU BY OWNER OF YOUR DESIRE TO RENEW/NOT RENEW THE LEASE. If you do not give a written reply to Owner's written inquiry within 2 weeks of receipt, OPTION FOR RENEWAL WILL BE FORFEITED AND OWNER WILL PROCEED TO LOOK FOR NEW TENANTS ASSUMING YOU NO LONGER NEED THE APARTMENT. Because operating costs constantly go up, a <u>possible</u> rent increase should be anticipated at the end of the lease. After we mutually agree on the same/new rate before expiration of this lease, a signed statement by both parties that we mutually agree to renew the lease at the same/new rate will be attached to the Original Lease.
36c <u>MOVING AT EXPIRATION OF THIS LEASE</u>  <u>NO TAG/GARAGE OR MOVING SALES</u>	3 MONTHS PRIOR TO EXPIRATION OF THIS LEASE, WRITTEN NOTICE BY EACH TENANT SIGNING THIS LEASE MUST BE SENT TO OWNER OF THEIR INTENDED DATE OF MOVING. NO EXTENSIONS, CHANGES IN LEASE EXPIRATION DATE OR APPROVAL OF GIVING A REFUND OF ANY KIND WILL BE GIVEN <u>ORALLY, BUT ONLY IN WRITING/SIGNED BY OWNER. SHOWING OF APARTMENT/ROOM(S) WILL BEGIN 3 MONTHS BEFORE LEASE EXPIRES.</u> NO TAG/GARAGE/MOVING SALES ARE ALLOWED IN APT/ANYWHERE ON PROPERTY.
36d <u>NO SUBLETTING</u>  <u>NO ADVERTISING FOR TENANT(S) OR ROOMMATE(S)</u>	NO SUBLETTING/ADVERTISING OF PORTION/ROOM/WHOLE APT BY TENANT(S) ALLOWED AT ANY TIME. IF TENANT IS ONE MONTH OR MORE BEHIND IN RENT. OWNER WILL COMMENCE ADVERTISING IMMEDIATELY AT EXPENSE OF TENANT WHO WILL IMMEDIATELY BEGIN TO SHOW/RENT THE APARTMENT. IF LEASE IS BEING BROKEN, ALL ADVERTISING, ETC., IS AT THE EXPENSE OF THE <u>TENANT</u> BREAKING THE LEASE AS PER PAR. 36e) BELOW. <u>THREE MONTHS BEFORE EXPIRATION OF THE LEASE, EACH TENANT SIGNING THIS LEASE WILL RECEIVE WRITTEN "INTENTION" AND MUST RETURN THE SIGNED, WRITTEN NOTIFICATION OF THEIR INTENTION, LATER SIGNED BY OWNER, WHO WILL BEGIN ADVERTISING FOR A NEW SUITABLE TENANT IF APPLICABLE. IF NEW TENANT IS FOUND BY OLD TENANT, NEW TENANT MUST MEET ALL LAWS GOVERNING RENTAL OF A LESS-THAN-6 FAMILY-HOME, MEET FINANCIAL APPROVAL OF OWNER, MUST HAVE CHECKABLE REFERENCES/GOOD CREDIT/CHARACTER AND BE APPROVED BY OWNER IN WRITING.</u>
36e <u>OWNER'S REMEDIES FOR NON-PAYMENT OF RENT AND/OR BREAKING OF LEASE</u>	Tenant will forfeit entire Security Deposit/Last Month's Rent/any additional deposits for liquidated damages to Owner. Tenant also understands that they are responsible for the full amount of the lease if it is broken. Tenant will be reported to all 3 major credit bureaus if defaulting on payment or breaking lease. Tenant will be referred to collection agencies and judgments will be referred to the City Marshall and/or Sheriff for seizure and judgment satisfaction. Tenant agrees that if they do not pay their rent on time, that solely the Owner may allow additional paying tenants with or without a signed lease, to occupy their apartment. By not paying your rent you agree to allow the apartment to be shared and agree that the Owner and his new tenants may co-occupy the apartment with you, including the bedrooms and/or any other spaces in the dwelling. Tenant agrees not to sue the Owner in court if evicted for non-payment and agree to limit any and all damages to \$1.00 in the event you do sue the Owner in Court.
36f <u>OWNER'S SOLE EXCLUSIVE OPTIONS &amp; RIGHTS</u>	Owner has the sole exclusive option and right without prejudice to other rights and remedies under the law to accept the following liquidated damages if he so chooses: Tenant forfeits all Security/Last month's rent/any additional months on deposit for liquidated damages to owner. Owner accepts from Tenant, only between the dates of Jan. 31 <sup>st</sup> and May 31 <sup>st</sup> (moving only between April 30 <sup>th</sup> the soonest, and August 31 <sup>st</sup> the latest), which is considered a minimum of 3 months advance written notice of Tenant's intention to break the lease (enabling Owner <u>up to</u> 3 months to find a new suitable Tenant), <u>together with:</u> 1) Tenant paying a painting fee of \$2,750.00, plus Owner's preparation costs, advertising costs and/or broker fees. However, <u>for example</u> , if Owner finds a new suitable Tenant who needs the apt. say by July 1 <sup>st</sup> and Tenant gave 3 months advance notice on May 31 <sup>st</sup> , then Tenant must still make the above payments and also move the latest by June 20 <sup>th</sup> enabling Owner to have 10 days to paint and prepare apt for new occupant. Tenant would not receive any pro-rated refund of June's rent and must pay for the entire month of June.
37a <u>OUTDOOR DAMAGE</u>	Damage and/or injury to the premises, ALL APPLIANCES/PARTS, shrubbery/ plants/flowers/trees/fences/fixtures/sheds/attic/laundry or any appurtenance anywhere on the property caused by misuse/negligence/carelessness/ <u>UNCLEANLINESS OF APT. RENTED/improper</u> conduct by Tenants/ Visitors/Family/Friends/Relatives/their Pets/Agents/Employees shall be repaired IMMEDIATELY BY OWNER AT TENANT'S EXPENSE BEFORE EXPIRATION OF LEASE ALL AS PER CLAUSE 20.
37b <u>QUALITY OF LIFE</u>	As per ARTICLES 11/12, this lease will become null & void if the <u>UNCLEANLINESS/behavior/attitude/mental condition/incompatibility/use of drugs/alcohol or other substances by undersigned Tenant(s) or their Visitors/Family/Friends/Relatives is to affect the quality of life of remaining Tenants, said Tenant will be in DEFAULT of this lease, losing entire amount of Security. If other Tenants are forced to move because of you, you will be liable for all rents lost.</u>

37c <u>DEFAULT</u>	If Tenant is in <u>DEFAULT</u> of this lease <i>in any way</i> , ENTIRE AMOUNT OF SECURITY/LAST MONTH'S RENT AND ANY ADDITIONAL MONTHS DEPOSITS WILL BE FORFEITED FOR LIQUIDATED DAMAGES TO OWNER AND LEASE WILL BE TERMINATED AS PER CLAUSE 20. TENANT WILL BE RESPONSIBLE FOR: <u>ADVERTISING/PAINTING/ REPAIRS/PREPARATION COSTS, TOGETHER WITH MONTHLY RENT UNTIL OWNER FINDS A NEW SUITABLE TENANT</u> as per Clauses 36e and 36f.
38a <u>FIRST/LAST MONTH'S RENT SECURITY, ETC.</u>	Tenant has this day deposited with Owner upon signing of this lease, 1½ mos. Security & First & Last month's rent, plus any other deposits mutually agr- eed upon (for Pet). IF all IS NOT PAID IN FULL WITHIN 90 DAYS OF SIGNING THIS LEASE, <u>TENANT WILL BE IN DEFAULT OF LEASE</u> as per Par. 37c above.
38b <u>RENT DUE ON TIME</u> <u>EVEN "WHEN AWAY" OR "ON VACATION"</u>	Monthly rent is to be delivered to wherever Owner advises, TO <u>ARRIVE BY THE</u> _____ DAY OF EACH MONTH <u>EVEN WHEN AWAY OR ON VACATION</u> . <u>Tenant must notify Owner in writing</u> if Rent due will be a day or two late. If not done, Tenant is in Default of lease after 3 days & Late Fees & Interest Charges begin.
38c <u>DATES OF INITIAL PAYMENTS:</u>	<u>FIRST MONTH'S RENT PAID</u> \$ _____ ON _____ CK# _____ <u>1 1/2 MONTHS SECURITY PAID</u> \$ _____ ON _____ CK# _____ <u>LAST MONTHS RENT PAID</u> \$ _____ ON _____ CK# _____ <u>(PET SECURITY) OR REQ'D</u> <u>ADDITIONAL MONTHS PAID</u> \$ _____ ON _____ CK# _____ DOOR <u>GARAGE OPENER DEPOSIT</u> \$90.00 ON _____ CK# _____ <u>BURGLAR/FIRE ALARM FEE</u> \$ _____ ON _____ CK# _____ <u>WASHER/DRYER (BELTLESS)</u> <u>EXTENDED WARRANTY</u> \$ _____ ON _____ CK# _____
38d <u>MOVED IN ON:</u>  <u>MOVED OUT ON:</u>	DAY: _____ DATE: _____ DAY: _____ DATE: _____
39a <u>CURRENT EMPLOYERS</u>	Owner must also have name, address and phone of all Employers/Owned Business of each Tenant signing this Lease. Please list on Owner's copy of this Lease. You will be asked to update as necessary or whenever LEASE IS EXTENDED or Employer is changed AS FOLLOWS:



MUTUALLY AGREED TO AND SIGNED BY TENANT #1 BELOW: (\*x) SS#

<u>DRIVER LICENSE ID#</u>	<u>STATE</u>	<u>ISSUE DATE</u>	<u>EXPIRES DATE</u>
<u>TENANT (print)</u>	<u>Pres Address</u>		
<u>Please sign INFO RELEASE HERE:</u>	<u>City/Zip</u>		<u>Apt</u>
<u>*x</u>	<u>CELL TEL ( )</u>		
<u>DATE OF BIRTH</u>	<u>HOME TEL ( )</u>		
<u>SMOKER? YES NO TYPE:</u>	<u>WORK TEL ( )</u>		
<u>PRESENT RENT PAID \$</u>	<u>per month</u>	<u>No. of Pets:</u>	<u>Type:</u>
<u>PRESENT LANDLORD</u>	<u>Number of Autos:</u>		
<u>LANDLORD'S ADDRESS</u>	<u>Years/Makes<sup>1)</sup></u>	<u>2)</u>	
<u>CITY/ZIP</u>	<u>Color/Model<sup>1)</sup></u>	<u>2)</u>	
<u>LANDLORD'S TEL ( )</u>	<u>Plate #<sup>1)</sup></u>	<u>2)</u>	<u>St:</u>
<u>REASON FOR LEAVING</u>	<u>Weekly Income:</u>		
<u>PREV. LANDLORD</u>	<u>Other Income:</u>		
<u>ADDRESS</u>	<u>No. of children to occupy apt:</u>		
<u>CITY/ZIP</u>	<u>Children's Names:</u>		
<u>PREV. LANDLORD'S TEL ( )</u>	<u>Children's Ages:</u>		
<u>REASON FOR LEAVING</u>	<u>Pers'l Ref:</u>		
<u>OCCUPATION</u>	<u>Ref Address:</u>		
<u>EMPLOYER</u>	<u>City/Zip</u>		
<u>EMPLOYER ADDRESS</u>	<u>Ref. Tel.</u>		
<u>CITY/ZIP</u>	<u>Checking Acct#</u>		
<u>EMPLOYER'S TEL ( )</u>	<u>Bank/Branch</u>		
<u>CREDIT CARD NAME/#</u>	<u>Savings Acct#</u>		
<u>ISSUER/BANK</u>	<u>EXP</u>	<u>Bank/Branch</u>	
<u>*I HEREBY GIVE PERMISSION TO RELEASE THE ABOVE INFORMATION FOR VERIFICATION.</u>			
<u>X</u>	<u>DATE:</u>		

ADDITIONAL RENTAL INFORMATION/UPDATES TO BE ATTACHED AS NECESSARY

39b EMERGENCY CONTACT TENANT #1: IN CASE OF EMERGENCY PLEASE CONTACT:

<u>Name</u>	<u>Relationship</u>
<u>Address</u>	<u>Telephone</u>

MUTUALLY AGREED TO AND SIGNED BY TENANT #2 BELOW: (\*x) SS#

<u>DRIVER LICENSE ID#</u>	<u>STATE</u>	<u>ISSUE DATE</u>	<u>EXPIRES DATE</u>
<u>TENANT (print)</u>	<u>Pres Address</u>		
<u>Please sign INFO RELEASE HERE:</u>	<u>City/Zip</u>		<u>Apt</u>
<u>*x</u>	<u>CELL TEL ( )</u>		
<u>DATE OF BIRTH</u>	<u>HOME TEL ( )</u>		
<u>SMOKER? YES NO TYPE:</u>	<u>WORK TEL ( )</u>		
<u>PRESENT RENT PAID \$</u>	<u>per month</u>	<u>No. of Pets:</u>	<u>Type:</u>
<u>PRESENT LANDLORD</u>	<u>Number of Autos:</u>		
<u>LANDLORD'S ADDRESS</u>	<u>Years/Makes<sup>1)</sup></u>	<u>2)</u>	
<u>CITY/ZIP</u>	<u>Color/Model<sup>1)</sup></u>	<u>2)</u>	
<u>LANDLORD'S TEL ( )</u>	<u>Plate #<sup>1)</sup></u>	<u>2)</u>	<u>St:</u>
<u>REASON FOR LEAVING</u>	<u>Weekly Income:</u>		
<u>PREV. LANDLORD</u>	<u>Other Income:</u>		
<u>ADDRESS</u>	<u>No. of children to occupy apt:</u>		
<u>CITY/ZIP</u>	<u>Children's Names:</u>		
<u>PREV. LANDLORD'S TEL ( )</u>	<u>Children's Ages:</u>		
<u>REASON FOR LEAVING</u>	<u>Pers'l Ref:</u>		
<u>OCCUPATION</u>	<u>Ref Address:</u>		
<u>EMPLOYER</u>	<u>City/Zip</u>		

EMPLOYER ADDRESS \_\_\_\_\_ Ref. Tel. \_\_\_\_\_  
CITY/ZIP \_\_\_\_\_ Checking Acct# \_\_\_\_\_  
EMPLOYER'S TEL (\_\_\_\_) \_\_\_\_\_ Bank/Branch \_\_\_\_\_  
CREDIT CARD NAME/# \_\_\_\_\_ Savings Acct# \_\_\_\_\_  
ISSUER/BANK \_\_\_\_\_ EXP \_\_\_\_\_ Bank/Branch \_\_\_\_\_  
\*I HEREBY GIVE PERMISSION TO RELEASE THE ABOVE INFORMATION FOR VERIFICATION.  
X \_\_\_\_\_ DATE: \_\_\_\_\_

ADDITIONAL RENTAL INFORMATION/UPDATES TO BE ATTACHED AS NECESSARY

39b EMERGENCY CONTACT TENANT #2: IN CASE OF EMERGENCY PLEASE CONTACT:

\_\_\_\_\_  
Name Relationship  
\_\_\_\_\_  
Address Telephone

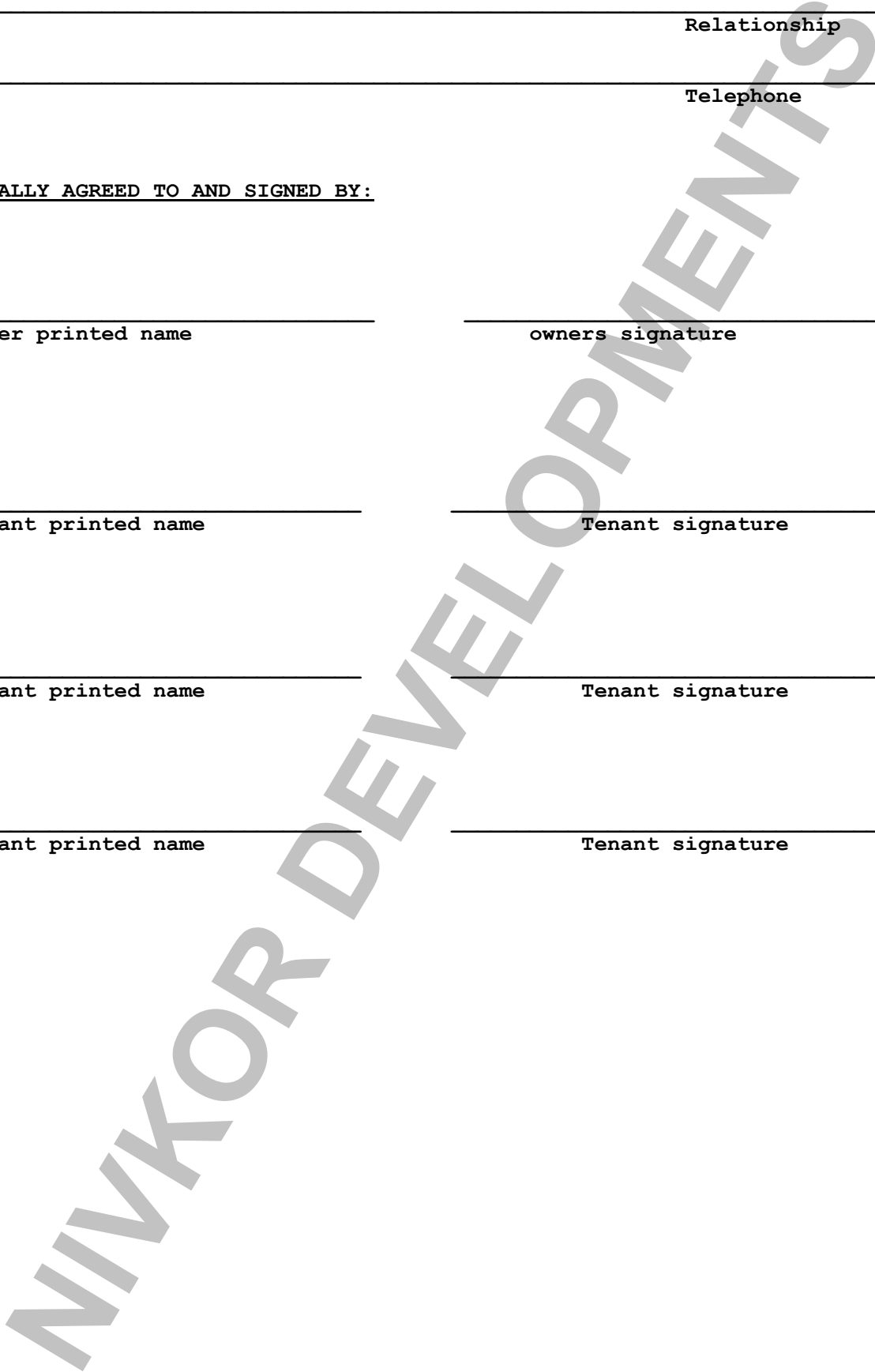
LEASE MUTUALLY AGREED TO AND SIGNED BY:

\_\_\_\_\_  
owner printed name owners signature

\_\_\_\_\_  
Tenant printed name Tenant signature

\_\_\_\_\_  
Tenant printed name Tenant signature

\_\_\_\_\_  
Tenant printed name Tenant signature





39c ITEMS ON LOAN FROM OWNER

ITEM	CONDITION	DATE/CONDITION RETURNED
ITEM 31		
ITEM 32		
ITEM 33		
ITEM 34		
ITEM 35		
ITEM 36		
ITEM 37		
ITEM 38		
ITEM 39		
ITEM 40		
ITEM 41		
ITEM 42		
ITEM 43		
ITEM 44		
ITEM 45		
ITEM 46		
ITEM 47		
ITEM 48		
ITEM 49		
ITEM 50		
ITEM 51		
ITEM 52		
ITEM 53		
ITEM 54		
ITEM 55		
ITEM 56		
ITEM 57		
ITEM 58		
ITEM 59		
ITEM 60		

NIVKOR DEVELOPMENTS

