

LEASE AGREEMENT # _____
 CITY OF _____, _____ COUNTY

Tenant, whether one or more, and **Owner/Management** (acting as agent for the Owner of the Property) agree to rent the Property described below upon the terms described below as of this ____ day of _____, 201__.

1. Tenant: (Name and date of birth of each person age 16 and older who will live on the Property. The name and date of birth of a co-signer should also be included, when applicable.)

First name _____ Last Name _____ D.O.B. __/__/_____
 First name _____ Last Name _____ D.O.B. __/__/_____
 First name _____ Last Name _____ D.O.B. __/__/_____
 First name _____ Last Name _____ D.O.B. __/__/_____

If any person not listed herein resides in the rental Property and does not have the express written permission of Management to reside at said Property, it shall be considered a violation of this Lease Agreement and Tenants will have to pay penalties in the amount of \$1500.00 and Management may automatically and immediately initiate an eviction proceeding.

2. Owner/Management: _____

3. Address of rental Property: _____

4. Duration of Lease Agreement: __ months (_____ enter number of months).

5. Starting date of Lease Agreement: noon, ____ day of _____, 201__

6. Ending date of Lease Agreement: noon, ____ day of _____, 201__

7. Monthly Rent: \$_____.00. (This amount does not include additional charges or discounts)

- 8.** The __ day of _____ 201__, prior to move in, Tenant will pay to Management
- a) The full **Security Deposit** at the amount \$_____.00,
 - b) The full **Pet Deposit** at the amount \$_____.00
 - c) The full Rent for **first month** at the amount \$_____.00
 - d) The full Rent for **last month** at the amount \$_____.00

All next rent payments (will include additional charges or discounts) **in the amount of \$_____.00** will be paid **Five days prior** to first day of each month.

9. Type of Payment: Rental payments shall be in the form of a money order, check or cash and will be accepted only as a direct deposit to the account # _____ in _____ Bank. **Tenants will pay a service fee at the amount of \$120.00, for each returned check for the reason NSF-Not Sufficient Funds**, also if by this reason Rent is not paid in full by the due date, Tenants will pay in addition the Late Fee Charges, as stated in this Lease Agreement (see point 13, Page 2). Rent shall be paid directly to the _____ Bank at account # _____, unless Management instructs Tenant in writing to pay someone else. **Rent will not be reduced** or abated because of unavailability of any recreational facilities or temporary unavailability of appliances or fixtures in the Property due to repairs of it. **Rent will not be prorated** or abated because of Tenant not receiving keys to the property and/or inability to move in, as result of delay with payments stated in Section 8 herein. **Acceptance of any partial payment of rent, whether current or past due, does not waive Management's right to start an eviction action** or to continue one that has already been started. Management can seek money owed by Tenant before or after the Tenant moves out of the Property. **Each Resident is individually responsible for paying the full amount of rent and any other money owed to the Management.**

10. Monthly Loyalty Discount: A monthly Loyalty Discount of \$_____.00 will apply if the Tenant signs the Lease Agreement for a term of _____ months and will be agree make all necessary repairs, maintenances and maintain insurances during the Lease to keep the Property to perfect livable conditions and protect Property against any damages and loses.

The Property is not new, cannot be expected to be in new condition. The amounts of monthly rent and Loyalty Discount have been set in consideration for Tenants' obligations contained in this section.

If the Tenant, *for any reason*, makes a monthly rent payment more than 5 (five) days after the agreed due date, or *breaches any other terms of this Lease Agreement*, the Loyalty Discount will be revoked and *Tenants will become responsible for the full amount of monthly rent* in the amount of \$_____.00 per month for the remainder of the Lease Agreement term and shall **repay the Loyalty Discounts received prior to the breach of the Lease Agreement.**

This Loyalty Discount is not-transferable and has no cash value.

This Loyalty Discount becomes null and void if Tenants have violated any of the terms of this Lease Agreement.

This Loyalty Discount becomes null and void after the end of the term of the Lease Agreement. If after the end of the Lease Agreement, the Tenant continues renting the property for any reason on month-to-month term, the Loyalty Discount cannot be applied.

11. Grace Period: Notwithstanding anything herein to the contrary, there is **no grace period** for Rent payment.

12. Due Date: Rent is due **5 (five) days prior** to first day of each month.

If the Rent has not been paid **by 1 day prior** to the beginning of the each following month, then , the Loyalty Discount will be revoked and Management shall automatically and immediately have the right to bring eviction action and have Tenant and his/her family and possessions evicted from the Property. In this case the Management reserves the right to use the Resident's Security Deposit to cover any necessary costs.

13. Late Fee Charge: A **\$120.00 flat fee is charged for each month that rent is not paid in full by the due date** as and for Owner/Management's administrative costs and expenses in the enforcement of this Lease Agreement. If Rent is not paid in full by the due date, because checks were returned for the reason NSF-Not Sufficient Funds, Tenant will pay Late Fee and additional a ***Service Fee for each returned check*** as stated in this Lease Agreement (point 9, Page 1)

14. Late Fee or Service Fee Due Date: All Fees and penalties are due from Tenant no later than the due date for the following month's Rent payment. **Unpaid balance of the any Fees and penalties doubles next day after the due date.** Any and all payments made while an unpaid Fees and penalties are present will be used to fulfill the oldest Fees and penalties first and the remainder will be used to fulfill other monthly obligations. If all Fees and penalties have not been paid by the due date for the following month's rent, then Management has the right to remove the Loyalty Discounts. If the Tenant does not pay the new monthly rent payment and Fees in full for whatever reason, the Tenant will be considered in breach of this Lease Agreement and the Management may automatically and immediately pursue eviction proceedings.

Management reserves the right to use the Tenant's Security Deposit to cover any and all Fees and penalties, necessary expenses and court fees. Any Fees and penalties that exceed the amount of the Security Deposit shall be paid by the Tenant.

15. Duty to pay after eviction: If Tenant is evicted because Tenant violated any terms of this Lease Agreement, Tenant shall still pay the full monthly Lease Agreement until: (a) the Property is re-rented; (b) the Date this Lease Agreement ends; or (c) if the Lease Agreement is month to month, the next notice period ends.

If the rental Property is re-rented for less than the rent due under this Lease Agreement, the Tenant will be responsible for the difference until the day this Lease Agreement ends, or if this Lease Agreement is month-to-month, until the end of the next period.

16. Payment for utilities: Tenant must pay the utility bills that Tenant is responsible for under the terms of this Lease Agreement. Immediately after moving into the Property, Tenant shall contact necessary service providers and transfer all utilities to their own name. If this is not done within two business days of moving in, the Tenant will be required to pay Fee **\$120.00** as and for Owner/Management's administrative costs in enforcing the transfer and connection of services. Tenants are required to pay all bills and all penalties within 30 (thirty) days of the notification of said bills and/or penalties. If utilities and/or penalties are not paid 30(thirty) days after due date the Loyalty discount will be revoked and Tenant will be require to pay full Rent in amount of \$ **.00** as stated in this Lease Agreement (see point 7, Page 1) and must repay all discounts received earlier. Failure by Tenant to pay utility bills and/or penalties more than 30 days after due date is a breach of this Lease Agreement, and Owner/Management may automatically and immediately pursue eviction proceedings. Also, if utility bills and/or penalties do not paid more than 30 days after due date, it will be subject to a Fee **\$120.00** for each unpaid utility bill as and for Owner/Management's administrative costs in enforcing the payment of Tenant's obligations.

Owner/Management reserves the right to use the Tenant's Security Deposit to cover any and all bills, penalties, and necessary expenses. Any penalty or fee that exceeds the amount of the Security Deposit shall be paid by the Tenant.

Within five business days after moving out Tenant must pay all utility bills and/or penalties that Tenant is responsible for under the terms of this Lease Agreement. Any and all utility bills and/or penalties that are not paid by Tenants within five business days after moving out will be subject to a Fee **\$120.00** for each unpaid bill as and for Owner/Management's administrative costs in enforcing the payment of Tenant's obligations.

Any and all bills and/or penalties which are not paid completely during the terms of Lease will be deducted from Security Deposit.

17. Other additional charges:

- a) Additional charge for one dog is **\$95 per month** and for each additional dog is **\$75 per month**.
- b) Additional charge for one cat is **\$35 per month** and for each additional cat is **\$20 per month**.

All additional charges for pets or/and birds will be applied from the first day of the Lease Agreement, until lease end, no matter how many days pets are present on the Property and no matter when pets are present on the Property.

- c) Additional charge for one bird **\$20 per month** and for each additional bird is **\$15 per month**.

Note:

- All additional charges for pets or/and birds will be applied from the first day of the Lease Agreement, until lease end, no matter how many days pets are present on the Property and no matter when pets are present on the Property.
- If any pets or/and birds will be reside in the Rental Property and does not have express writing permission of Management to reside at said Property, it shall be considered a violation of this Lease Agreement and Tenants will have to pay penalties in the amount of **\$500.00** and Management may automatically and immediately initiate an eviction proceeding.

- d) If Leases Agreement signed with a term of more than **month** the Tenants will be required to provide the Security Deposit, plus **first and last month Rent prior to move in**.

18. Security Deposit: The full Security Deposit in the amount of \$ **.00**, must be due **5(five) days prior** to move in.

If Tenant fails to perform any term of this Lease Agreement, Owner/Management may use the Security Deposit to cover any damages that Owner/Management suffers because of Tenant's failure.

Owner/Management may keep all or part of the Security Deposit for any money owed to Owner/Management or for any damage to the rental Property beyond ordinary wear and tear. The Security Deposit will not be refundable if for any reason Tenant will not be able to move into the property by the date stated in the Lease Agreement or if for any reason Tenant move out before the end of the term of the Lease Agreement.

19. Pet Deposit: The full pet deposit in the amount of **\$950.00 for dog** or **\$350 for cat**, shall be due **5(five) days prior** the Tenant to move in or shall be due **5(five) days prior** to pet will be present in the Property.

20. Non-refundable Cleaning Fee and Odor Elimination Fee in the amount of **\$595** will be required for any pets or/and birds and shall be due **5(five) days prior** the Tenant to move in or shall be due **5(five) days prior** to pet will be present in the Property.

Note: This amount of **Cleaning Fee** must be paid regardless how many days pets or/and birds are present on the Property and regardless who is the owner of the pets or/and birds.

21. Utilities:

-included in rent: Gas__ Heat__ Water __ Refuse __ Electricity__ Other ____

-paid by Tenant: Gas __ Heat __ Water __ Refuse __ Electricity __ Other ____

22. The Management is authorized to accept service of process and receive and give receipts for notices and demands at the following address: _____
All Tenants agree that notices and demands delivered by an authorized agent to Tenants at the address described in Section 3 herein is proper notice to Tenants.

23. Authorized Managers of the Property:

First name _____ Last Name _____

First name _____ Last Name _____

The foregoing Managers is authorized to manage the Property and is authorized by the Owner/Management to accept service of process and receive and give receipt for notices and demands.

Use of Rental Property

24. Smoking Policy: **Outside Only**

If the tenant violates the non-smoking policy at any time, the tenant will be responsible for paying **\$495** for deodorizing service and a penalty of **\$250**. These penalties must be paid during 30 days after receiving a writing notification from Management regarding this valuation.

25. Occupancy and Use:

Only the persons listed on this Lease Agreement as Tenants may live in the Property or occupy it on a regular basis. No person may regularly stay at the Property without the advance written consent of the Management. If any unauthorized Residents will reside the Property without written permission of Management, Tenants will have to pay penalties in the amount of **\$1500.00**, and Management may automatically and immediately initiate an eviction proceeding.

Tenant may use the Property and utilities for normal residential purposes only.

No licensed or regularly conducted daycare other than occasional babysitting for family members or other Tenants in the community is allowed. No business may operate on the premises without Management's prior consent.

26. No Unauthorized Residents: Tenants will not allow another person to occupy the rental Property without a rental application being completed and approved by the Management along with an application fee of **\$55.00** (Fifty Five Dollars) to be paid by Tenant and additional **Security Deposit** amounts will be required if **all the Tenants are not part of one family**.

The payment of this Security Deposit must be made 3 days before the additional person will be residing in the Property. If additional **Security Deposit** not paid 3(three) days after due date the Loyalty discount will be revoked and Tenant will be require to pay full Rent in amount of \$ _____ .00 and must repay all discounts received earlier. Failure by Tenant to pay additional **Security Deposit** amounts when due is a breach of this Lease Agreement, and Owner/Management may automatically and immediately pursue eviction proceedings.

Tenants may have periodic guests and visitors to the rental Property for social and family purposes.

If the number of guests and visitors is excessive in terms of total number or its frequency or its tendency to disturb fellow Tenants, the Management may ask Tenant to restrict the number of visitors. Excessive traffic from visitors at unusual hours is a disturbance and violation of this Lease Agreement.

27. Maximum Number of people to occupy Rental Property:

Studio – limit 2 people;

1 bedroom – limit 3 people;

2 bedrooms – limit 4 people;

3 bedrooms – limit 6 people;

4 bedrooms – limit 8 people;

5 bedrooms – limit 10 people.

28. Subletting: Tenant shall not lease the rental Property to other persons in whole or in part (sublet), assign this Lease Agreement, or sell this Lease Agreement without prior written consent of Management. Management shall be entitled to a fee of **\$120.00** to be paid by Tenant for the work required to document and facilitate the transfer of interest. If any unauthorized Residents will reside the Property without written permission of Management, Tenants will have to pay penalties in the amount of **\$1500.00**, and Management may automatically and immediately initiate an eviction proceeding. If Tenant is given permission to sublet the rental Property, Tenant shall remain responsible for the performance of all obligations under this Lease Agreement and additional Security Deposit amounts will be required if all the Tenants are not part of one family.

29. Pets: Tenants may not keep animals or pets of any kind in the rental Property without prior written approval by Management. If any pets will be present on the Property at any time during the term of the Lease Agreement, Tenants must inform Management in writing.

If any pets are present on the rental Property without written permission from Management, Tenant agrees to pay a penalty of **\$250.00**, plus the cost of the odor eliminating service and cleaning Fee, plus Pet Security Deposit. The total of this amount shall be paid in full by Tenant within 10 (Ten) days of notification from the Management to bring the Rent payments to a current status.

Also if any pets will be present on the Property at any time during the term of the Lease Agreement, Tenant will pay additional Pets monthly Rent for the total duration of the Lease Agreement. The previously unpaid Pets monthly Rent payments shall be paid in full by Tenant within 30 (Thirty) days of notification from the Management to bring the Rent payments to a current status. Failure by Tenant to pay all charges for pets and/or penalties when due is a breach of this Lease Agreement, and Owner/Management may automatically and immediately pursue eviction proceedings.

Pets must be walked away from buildings, neighbors' Property and lawn areas. Pets are not to be tied to a tree. Tenant is responsible for immediate clean up after his pets. Tenants can be assessed for damage caused by their pets and their visitors' pets.

Any violations of the above policies will be result in fine of **\$250.00** to the Tenant, plus any cost to repair damages and/or correct the situation, as well as reasonable fees incurred by the Management necessary expenses, legal fees and court fees. These penalties must be paid during 30 days after receive from Management writing notification about this valuation.

30. Balconies/Patios and fire escapes: No rugs shall be shaken on the balconies, fire escapes, against walls or in corridors. No carpeting of balconies/patios or fire escapes is allowed. Dust, rubbish or litter may not be swept from the Property into any of the halls or entryways of the building. Nothing may be placed in the windows, doors, balconies/patios, or fire escapes which might fall or be blown away or which in judgment of the Management detract from the appearance of the building.

Nothing may be hung on the outsides of the windows. No electric cords may be run from the Property to the balconies/patios or fire escapes.

No electric cords may be run from the balconies/patios and fire escapes to any vehicle or appliance outside the Property. No decorating of balconies/patios or fire escape is permitted without prior written approval of Management.

Any violations of the above policies will result in a fine of **\$120.00** to the Tenant, plus any cost to repair damages and/or correct the situation, as well as reasonable legal fees incurred by the Management.

31. Balcony/Patio furniture: Only furniture which has been designed specifically for outdoor or balcony/patio use may be used on the balcony/patio. The balcony/patio may not be used as storage areas for the hanging of bicycles, clothes, linens, or towels. No bird feeders or feeding of animals is allowed on the balcony/patio.

32. Satellite Dishes and Antennas: The installation of antennae and satellite dishes is subject to special regulations and a separate set of rules. Tenant may not install satellite dishes or antennas on any part of the building or Property without complying with Management and FCC approval requirements. These devices may not be used without compliance with these rules and pursuant to a separate written agreement with Management. Tenant may not install or reinstall any outlets, cables and/or wires for any Appliances Electronics, Computers, TV, Home Theater or Accessories.

If these installations or reinstallation will be done by the Tenant, or any professional company without the prior written consent of Management, the Tenant will be responsible for returning the Property back to its original condition (as it was prior to the unauthorized installations) at his/her own expense.

33. Barbecuing or Grilling: In accordance with local laws and safety concerns, no grilling, cooking, or barbecuing of any kind is permitted on balconies/patios, fire escapes, sun decks or in any area in the rental Property community, except and unless there is a barbecuing area and equipment provided by Management or authorized by Management. Because of severe health and safety issues about fires and barbecuing and difficulty in policing this rule Tenants are not permitted to own or store any kind of barbecuing grill or other apparatus or fuel on the Property.

34. Waterbeds and aquariums: No waterbeds or aquariums of any type will be allowed in the building unless the Tenant has proof of insurance in the amount of **\$150,000** for coverage of damage could be caused by the same and provides Management with a certificate of insurance.

35. Window Covering: Tenant agrees that Management is not responsible for providing any window curtains or shades. Tenant must provide curtains and/or shades to all windows of the rental Property within two weeks of Tenant's occupancy of the rental Property, including, if necessary, curtain rods. Windows in the rental Property shall not be covered with sheets or other materials which are not standard or generally accepted as curtains, drapes, or shade material. Window coverings should be a neutral color from the outside. Absolutely prohibited to use plastic material for covering windows because it can cause unusually high humidity levels in the rental Property, resulting in condensation on windows which causes mold to grow on the window frames or the walls under the windows.

36. Tenant Responsible for Proper Use and Maintenance of all Equipment, Appliances and any other fixtures installed in the Property: Tenant shall properly use and maintain all electrical, plumbing, cooling, heating and ventilation systems, either equipment on the Property, including, but not limited to, the refrigerator, water softener, dishwasher, microwave, stove, air conditioner, furnace, water heater, food disposal, washer and dryer, garage door, garage door opener, sump pump, smoke detectors, any door locks etc.

Attention!

During the term of the Lease Agreement, Tenant shall perform seasonal check up and all regular maintenance for all equipment, appliances and any other fixtures installed in the Property.

Every time before snow meltdown season begins Tenants must check working conditions of all systems to prevent possible flood or any unexpected moisture in the Property, checking if sump pumps working properly and keep sump pump always on.

If necessary the Tenant must use licensed professional services to ensure all systems and equipment fixed and work properly and ready for winter, spring, summer or fall seasons.

Tenants are responsible for checking the condition of all appliances and any other fixtures installed in the Property within 15 days after the move-in date.

If Management does not receive any complaints in writing within the timeframe, it is assumed that all appliances in the Property are fully and properly functioning and maintained and everything is in perfect working condition.

Management is responsible for repairs of appliances, fixtures and systems in the Property only during the first 15 days of Lease Agreement.

After 15 days from the move-in date, it is the responsibility of Tenants to properly operate, maintain and fix the appliances and any other fixtures installed in the Property.

NOTE:

- a) *The Property is not new, cannot be expected to be in new condition. Routine maintenance items are part of Tenants responsibility.*
- b) *Tenants fully understand all responsibilities during the term of the Lease Agreement and completely agree to properly use fix and regularly maintain the Property and all installed systems and equipment, which includes, but not limited to: appliances, electricity, plumbing, cooling, heating, ventilation systems, garage door equipment, alarms, locks, windows etc. Tenants also are able and will to purchase a home warranty-break down insurance for items listed above. Purchasing a home warranty- break down insurance is mandatory. Penalty for noncompliance is \$120. If for any reason Tenant will not purchase a home warranty- break down insurance and Management will be required pay money for appliance repair during the term of lease - all these expenses will be deducted from Security Deposit.*
- c) *The amount of monthly rent has been set in consideration for Tenants' obligations contained in this section.*

Tenants agree to all that written above and sign this note voluntarily and in good consciousness:

Tenant signature _____ Tenant signature _____

After 15 days from the move-in date, during the term of Lease Agreement, all broken equipment and items on the rental Property will be fixed, repaired or replaced without any delay by home warranty-break down insurance or by tenants' expenses to prevent possible damage to the future.

If damage occurred as a result of Tenants' carelessness, including but not limited to opening windows in strong wind or rain, not changing the furnace filter regularly, not cleaning a/c fan, dropping inappropriate items in the food disposal or toilet, not regularly checking and cleaning all drains "in" and "out" of Property, not prevent pipes from frozen or glugs etc., then Tenants will be required to cover all costs for repairing the damage or replacing all damaged stuff.

Owner/Management represents and warrants that prior to the term of the Lease Agreement, the installed equipment on the rental Property, which includes, but is not limited to: appliances, cooling, heating and ventilation systems, garage door equipment, alarms, sump pump etc., were properly and regularly maintained.

37. Maintenance Requests: Any requests from Tenants for special maintenance and other questions should be directed to Management via email to _____
or by TEXT MESSAGE to the phone # _____. Management will contact to Tenants within 24 hours to verify any request. If Tenants do not respond to Management inquiries about the request within 24 hours, the request will be considered withdrawn.

38. Unlawful and/or unauthorized entry: In case of any damage to the rental Property due to unlawful and/or unauthorized entry, Tenants are responsible for the costs of all repairs.

If Tenants have purchased rental insurance, it is the responsibility of Tenants to originate and execute the claim, as well as follow through with the process until payout. The Management will carry no responsibility for any repairs or reimbursement for any damage caused by unlawful and/or unauthorized entry.

39. Appliances: Upon moving out, all appliances in the rental Property shall be fully and properly functioning and maintained, and be in the same condition as they were when Tenants moved in, subject to normal wear and tear.

40. Signs or Displays: Signs, advertising, signals or illumination may not be written or exposed on any window or any other part of the building. Tenants shall not place his/her name on any entry, passageway, vestibule hall or stairway of the building.

41. Windows: During the winter, if the level of snow reaches the window frame on the lower part of the Property, it's the Tenants responsibility to remove snow away from the window by 2 - 3 feet, to avoid window frame damage.

42. Doors: Tenant may not replace or add any locks, bolts or install any other attachments such as knockers or signs on any door. If any change is made or additional chain locks are added after the approval of Management, a key for the new locks must be provided to the Management and the Tenant must leave the new locks when the Property is vacated.

43. Walls: Nothing may be hung on walls unless a very small nail is used and the resulting damage is repaired by Tenant at the end of the lease term.

44. Roof: During the winter, if level of snow on the roof of the Property becomes more than one foot, Tenants must remove snow off the roof by using professional service companies. All actions for snow removal should be made at the Tenant's expense and must be done with maximum care to avoid any harm or any health damage to person who removing snow or/and any person who could be around the property.

45. Ceilings: All occupants of the rental Property are instructed not to disturb the ceilings nor attach to or hang anything from the ceilings of the individual units or the common areas. Any ceiling problems should be reported immediately to the Management.

46. Plumbing: All plumbing fixtures may be used only for the purposes for which they are designed. No rubbish, rags, papers, ashes or other substances shall be thrown into any plumbing fixture. No dishwashers, washers, or clothes dryers may be kept in the rental Property unless installed by Management. The water may not be left running for any unreasonable or unnecessary length of time in the rental Property. Tenants are responsible for regularly checking all plumbing fixtures and cleaning all drains "in" and "out" of Property, prevent pipes from frozen or glugs etc.

Tenant must always before every winter season remove hoses from any outdoor spigots, specially from sump pump spigots. Freeze-proof spigots only work when hoses are removed.

If necessary the Tenant must use licensed professional services to check it and make all systems and equipment ready for winter, spring, summer or fall seasons.

It will be the Tenant's responsibility to pay for any plumbing repairs caused by the Tenant's negligence or misuse.

47. Water Intrusion and Mold Growth:

- a) Molds are microscopic organisms that are present virtually everywhere; both indoors and outdoors.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Lease Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property or any persons.

Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons.

Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Tenant acknowledges that, if Owner/Management or any of Owner/Management's employees, contractors, or agents cleaned or repaired of the Property or remediated Mold contamination, that Owner/Management does not in any way warrant the cleaning, repairs or remediation.

- b) *Tenant accepts full responsibility for all hazards that may result from the presence of Mold in and around the Property. The Tenant is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Tenant has not, in any way relied upon any representations of Owner/Management, Owner/Management's employees, contractors, or agents concerning the past or present existence of Mold in and around the property.*

- c) **The best way to deal with water damage is through prevention. Here are list of what Tenant must to do:**

Check washing machine supply lines annually.

Periodically inspect your ice maker supply line behind your refrigerator.

Check if the line is brittle or leaking, have it replaced.

Inspect your water heater for corrosion and leakage.

Clean out your gutters at least once a year. Properly flowing gutters and downspouts help prevent water backing up under shingles.

Inspect your roof annually for leaks. Replace missing shingles or tiles.

Check flashing installed between surfaces, including chimneys, vent stacks or dormers; they are often the most common sites for leaks.

In colder climates, make sure you have plenty of attic insulation and plenty of attic ventilation. These help prevent the formation of ice dams which can cause water to back up under roof shingles.

Always remove hoses from any outdoor spigots. Freeze-proof spigots only work when hoses are removed.

Inspect plumbed rooms, such as the kitchen, laundry room and bath for leaks or signs of leakage in water supply and waste lines.

Make sure that shower walls and floor are structurally sound and that grout and joints are well sealed and in good condition.

Inspect commode water supply lines for leakage.

Check to make sure the fixture is properly secured to the floor and does not shift or rock when

Inspect central air-conditioning systems annually for proper operation and drainage.

NOTE:

Every time before snow meltdown season begins Tenants must check working conditions of all systems to prevent possible flood or any unexpected moisture in the Property, checking if sump pumps working properly and keep sump pump always on.

Always, before winter season Tenant must remove hoses from any outdoor spigots

Tenant shall not block any ventilation units and is prohibited from altering any dryer exhaust apparatus. Be aware that using humidifiers or putting plastic material on the windows or boiling foods can cause unusually high humidity levels in the rental Property, resulting in condensation on windows which causes mold to grow on the window frames or the walls under the windows. In this case all costs for repairing the damage or replacing will be covered at the Tenant's expense.

- d) ***Tenant should report the following conditions in the Property to the Management immediately:***
1) any excess water such as leaking pipes, wet walls, overflowing fixtures or flooding; 2) ceiling leaks; 3) visual evidence of molds or mildews; 4) musty or moldy odors; 5) staining (mold growth on surfaces sometimes leave a green, gray, brown or black stain). Tenant must keep the rental Property (especially shower and tubs) clean of mold and mildew; ensure that sinks showers and bathtubs don't overflow, avoid over watering of rental Property plants, and clean up all spills and accumulations of water immediately.
- e) **Reporting to Management about any problem does not give Tenant the right to waive any responsibilities to restore Property in previous livable conditions.** If Property restoration not done properly Tenant will be liable to Management for any resulting losses, including lost rent, court costs and attorney fees.

48. Lawn Care, Protection from Insects and City Ordinance:

Tenant has to maintain the lawn in acceptable condition. Watering once per week is required unless it has rained in that time period.

The Tenant is required to spray the perimeter of the Property with Home Defense, in order to protect the interior of the Property from insects no less frequently than once in the spring and once in the fall. Failure by Tenant to spray the perimeter of the Property with Home Defense when due is a breach of this Lease Agreement, and Owner/Management may force this procedure by hiring professional company at the expense of the Tenant.

Tenant is not allowed to put any additional trees or plants on the Property without prior consent of the Owner/Management. In case when the property does not belong to any Home Owners Association and/or the lawn care for the property is not taken care of by the Home Owners Association, which will be noted in the Lease Agreement, the Tenant will be required to be mowed no less frequently than once a week. The Tenant is required to maintain the Property and the land in accordance with the applicable City Ordinance.

Tenant is responsible for compliance with all of the City Property maintenance codes. These requirements include but are not limited to the amount and types of landscaping allowed on the lot, the maintenance of the landscaping, keeping the driveway clear of clutter and illegal storage, and the general appearance of the Property.

Should any penalties or fines arise due to the Tenant's non compliance with the City Ordinances, the Tenant will pay the fine in full within five (5) days of the penalty date. If the Tenant, for any reason, cannot pay the fine in full within the allotted five (5) days, the amount of the fine will be paid out of the Tenant's Security Deposit, and if so used, the Tenant will replenish the Security Deposit by payment of the fine amount within two (2) months of the penalty date. If the full amount of the fine is not reimbursed within two (2) months, the Tenant will consider in breach of the Lease Agreement. If all penalties have not been paid within one month after the penalty date, the Owner/Management shall automatically and immediately have the right to initiate eviction proceedings. Owner/Management reserves the right to use the Tenant's Security Deposit to cover any necessary costs.

49. Tenant and Guest Conduct

- a. Tenant promises 1) not to act in a loud, boisterous, unruly or thoughtless manner or disturb the right of other tenants, neighbors or the rights of Owner/Management to peace and quiet or to allow his/her guest to do so; 2) to use the rental Property only as a private residence and not in any way that is illegal or dangerous or which would cause cancellation, restriction or increase in premium in Owner/Management's insurance; 3) not to interfere in the Management and operation of the rental Property building; and 4) to comply with all terms and any rules and regulations and policies made by Management.
- b. **Vehicles and parking areas:** Parking is allowed in authorized parking areas only. Vehicles found in grass areas and walkways will be towed at the vehicle Owner/Management's expense. No honking of vehicle horns from the parking lot or street is allowed. No vehicle work or maintenance is allowed in the garages, parking lot or detached garages. All parking is subject to individual site rules.
- c. **Unlicensed or Inoperable vehicles:** No unlicensed or inoperable vehicles may be parked in the parking area for more than 48 hours. Vehicles not used on a daily basis may not be parked in the parking lot or driveways.
A Tenant understands that Management can remove any vehicles parked in violation of this provision and the Tenant must pay the costs of removal and storage. Management reserves the right to restrict the number and type of vehicles parked on the premises.
- d. **Snow Removal:** Tenant must comply with posted notices relating to snow emergencies and plowing. All vehicles must be removed from all parking areas after any snowfall to allow for plowing. If vehicles are not removed they will be towed and the Tenant must pay the costs of removal and storage.
- e. **Tenants under 14 years of age:** Tenants **less than 14 years** of age are **not allowed use of Common Areas**, if any, without the supervision of an adult.
- f. **Flammable storage and disposable:** No grease, oil, gas, explosives or any other flammable liquids are allowed on the premises.
No grease, oil, gas, explosives or any other flammable liquids or large boxes are to be thrown down the refuse chute, plumbing fixture, or any trash containers on the Property.
- g. **Trash removal:** Place all trash in sealed plastic bags. All trash is to be disposed of in designated areas and in the proper containers. If Management has to pick up trash or litter identified as Tenant's, Tenant will be charged a fee of **\$120.00** for each occurrence as and for the administrative costs associated with such work.
- h. **Alcohol and tobacco products:** The use of alcohol and tobacco products in the common areas is strictly prohibited.
- i. **Use of Common Areas:** the sidewalks, entrances passages, courts, vestibules, stairways, corridors, halls and lobbies may not be obstructed or used for any other purpose other than entry to or exit from the rental Property.
The areas outside the rental Property forming part of the building or grounds may not be used in any way except as designated by the Management.
Loitering by Tenants or their guests in these areas is not allowed. Bicycles, roller blades, skateboards, scooters, or any similar items are not to be used in the common areas. They are to be used only in designated areas.
- j. **Guests:** Tenant is responsible for the conduct of any and all guests, invitees, licensees or visitors of the Property.

50. Cooperation with Management: Two full calendar months prior to the end of the Lease Agreement, Management can show the Property to prospective tenants with reasonable notice provided to the current Tenant (at least 24 hours prior to showing). Current Tenant should keep the Property clean and in suitable condition for showing to prospective tenants. If property will not ready for showing, or will not comply with requirements for showing, or Current Tenant violate any rules, regulations and policies made by Management for show the Property to prospective tenants, Current Tenant shall pay a penalty of **\$120.00** every time a showing has to be canceled for these reasons. In this case Owner/Management reserves the right to use the Tenant's Security Deposit to cover these penalties.

Duration of Lease Agreement

51. Failure to give possession: If Owner/Management cannot provide possession of the rental Property to the Tenant at the start of this Lease Agreement, Management is not responsible for any damages claimed by Tenant as a result such delay. In this case, Tenant will not start paying rent until he/she is given possession of the rental Property. However, if Tenant did not receive possession as result of delay with his/her payment stated in Section 8 of this Lease Agreement, Tenant will be responsible for full Rent payment from first day of the Lease Agreement without any proration or abate.

52. Notice of vacating: a proper written notice to vacate must be given to the Management at least two full calendar months prior to vacating. The two month notice only applies when there is a renewal of the Lease Agreement or at the end of the Lease Agreement. This notice does not give Tenant the right to terminate the Lease Agreement. All notices must comply with all terms of the Lease Agreement. Failure to follow this rule is a breach of this Lease Agreement.

This paragraphs does not give Tenant the right to move out before the Lease Agreement ends.

Management may show the Property to prospective new tenants or others during the two calendar month period before vacating.

53. Moving out before the Lease Agreement ends: If Tenant moves out of the rental Property before the date this Lease Agreement ends, Tenant is responsible for rent and utilities for the remaining period of this Lease Agreement and any other losses or costs, including, but not limited to, court costs and attorney's fees incurred by Owner/Management in enforcing this Agreement. The Loyalty Discount will be revoked and the Tenant will become responsible for the full amount of monthly Rent for the remainder of the Lease Agreement term and shall repay the monthly discounts received prior to the breach of the Lease Agreement.

54. Termination of Lease Agreement with specified ending date: If Tenant wishes to move out of the rental Property on the date this Lease Agreement ends, Tenant must give Owner/Management 60 days prior written notice ("Notice Period"). If Tenant fails to give proper notice, Owner/Management may (1) extend the Lease Agreement for the term of the Notice Period, and (2) raise the monthly Rent payment by 10% per period. If Tenant stays in the rental Property after the date this Lease Agreement ends with the approval of Management, and Tenant and Management have not renewed this Lease Agreement or entered a new Lease Agreement, this Lease Agreement will be extended under its original terms except (1) the Loyalty Discount cannot be applied to the month-to-month term, (2) the duration shall be changed to "month-to-month", and (3) the rent will automatically be raised 10% from the amount stated in point 7, page 1.

55. Abandonment: If Tenant moves out of the Property before the date this Lease Agreement ends, Management may rent the rental Property to a new Tenant. Any rent payment received by Management for the re-renting shall be used first to pay Management's expenses for re-renting the rental Property and second to pay any amounts Tenant owes under this Lease Agreement.

The Tenant will be responsible for paying the difference between the amount of rent owed by Tenant under this Lease Agreement and the amount of rent received by Management from the new Tenant, together with any court costs and legal fees. When Management recovers possession of the rental Property after Tenant's abandonment, Management will retain and dispose of Tenant's personal Property in accordance with Minn. Stat. §504B.271.

56. Termination and alteration of month-to-month Lease Agreement: If after the end of the Lease Agreement, the Tenant for any reason continues renting the property on month-to-month term, the Loyalty Discount cannot be applied to the month-to-month term and the rent will automatically be raised 10% from the amount stated in point. 7 page 1.

Only when the Lease Agreement is month-to-month, Management and Tenant may terminate the Lease Agreement by giving the other party a written notice equal to the Notice Period (two full calendar months). A notice to cancel a Lease Agreement is effective on the last day of the month. Management may change any of the terms of the month-to-month Lease Agreement, including the amount of rent, by giving Tenant a written notice at least equal to the notice period.

57. Moving out of the Property: Tenant will move out of the rental Property no later than 12:00 noon on the day this Lease Agreement ends. If Tenant holds the Property over after the end of the Terms of this Lease Agreement, an additional charge of \$25 will be assessed per each hour the Tenant holds the property past 12:00 noon until 6-00pm.

After that Tenant will be pay penalty in amount \$120.00 for every additional day after 12:00 noon on the next day after the end of the terms of this Lease Agreement and will be liable to Management for any resulting losses, including lost rent, court costs and attorney's fees.

The postmarked date on the parcel with any and all keys/card keys, and all garage door openers, if any to the rental Property, will be considered the actual move out date.

The actual move out date will be the last date when Tenant will be responsible for paying for the utilities as well as additional charges, if the Tenant holds the property past 12:00 noon after the end of the Terms of this Lease Agreement.

Management reserves the right to use the Tenant's Security Deposit to cover any such additional charges as well as any additional fees and losses incurred by Management as a result of the holdover.

58. When this Lease Agreement ends: When this Lease Agreement ends, the Tenant is required to perform the obligations under the Security Deposit terms.

59. Returning Keys: Once the property is completely vacated, and emptied of all Tenants' belongings, Tenant must send through USPS with Delivery Confirmation all keys with all garage door openers, if any and a notice of complete vacancy to the following address:

Tenant agrees to return any and all keys/card keys to the rental Property, garage, building, etc., and all garage door openers, if any, to Management or its agent by sending it in parcel through USPS with Delivery Confirmation. The postmarked date on the parcel will be considered the actual move out date. If Tenant fails to return all keys/key cards to the rental Property, garage, building, etc., and all garage door openers, if any, at the end of tenancy, Tenant will be charged as stated in point 57, page 13, plus for the cost to Management for changing the locks, bolts, and keys to the rental Property, garage and building common entry doors. Management reserves the right to use the Tenant's Security Deposit to cover any such additional charge.

Rights of Management

60. Eviction: If Tenant violates any terms of this Lease Agreement, Community Policies, rules or addendums hereto, Tenant may be evicted. If Tenant does not move out voluntarily, Owner/Management may bring an eviction action. Upon eviction, Owner/Management will retake possession of the rental Property without giving up any right to require Tenant to pay rent for the remaining period of this Lease Agreement.

If Tenant violates a term of this Lease Agreement but Owner/Management does not sue or evict Tenant, Owner/Management may sue or evict Tenant for any other violation of any term of this Lease Agreement. Any material violation of this Lease Agreement or rules, or repeated minor violations of this Lease Agreement or Rules, is grounds for a Lease Agreement termination and eviction.

61. Attorney's Fees: If Owner/Management brings any legal action against Tenant, Tenant must pay Owner/Management's reasonable attorney's fees and court costs, even if rent is paid after the legal action has been initiated.

62. Right to enter: Owner/Management and its authorized agents may enter the rental Property at any reasonable time to inspect, improve, maintain, or repair the rental Property or to do other necessary work or to show the rental Property to lenders, insurance companies, or potential Tenants or buyers.

In accordance with Tenants' right to privacy, Management shall make a good faith effort to give Tenant reasonable advance notice of Management's intent to enter, except in the case of an emergency. A request by Tenants for work repairs or service at the rental Property shall constitute notice to Tenants that Management intends to enter for purposes of responding to such request.

If Management enters without prior notice when Tenant is not present, Management shall disclose the entry by placing a written disclosure of the entry in a conspicuous place on the premises.

Every occupant of the rental Property must give Owner/Management or his agents or employees access to any part of the rental Property at all reasonable times for the purpose of performing an inspection and performing maintenance or making repairs or alterations, including pest control, that are necessary to comply with local, state, and federal codes or regulations, or to carry out Management's maintenance or extermination programs.

63. Owner/Management's Legal rights and remedies and non-waiver: Owner/Management may use its rights and remedies in any combination by using one or more of these rights and remedies.

Owner/Management does not give up any other rights or remedies it may have. Owner/Management's rights against the Tenant shall not be waived without an express written agreement from Owner/Management. Any delay in enforcing Owner/Management's rights under this Lease Agreement or acceptance of rent shall not constitute a waiver. Tenant's obligation to pay rent under this Lease Agreement is independent from other obligations of the Tenant. Owner/Management's acceptance of rent payments, with or without any knowledge of breach of this Lease Agreement or the rules by the Tenant, shall not bar subsequent action by Owner/Management to evict Tenant. Owner/Management may only waive its rights by express written waiver.

64. Income Disclosure: At some sites operated by Management, it is required to collect and/or maintain Tenant income/ asset information on a periodic or regular basis for the purpose of reporting to Owner/Managements, mortgage companies, government agencies and other agencies such as the IRS section 42 bong financing or state real estate tax programs.

Tenant agrees to make his/her annual gross income and all applicable financial information available to Management upon request. Failure by Tenant to comply and provide any and all financial information will be a lease violation.

65. Refund of the Security Deposit will be made upon terms and conditions of this paragraph.

In compliance with the terms of this Lease Agreement, Tenant(s) also agree that the Security Deposit may not be applied as part of last month's rent and understand that the security deposit will not be returned until the premises have been vacated and inspected by Management (Owner) or their agents.

Tenant(s) agree that the Security Deposit listed in the heading of this Lease Agreement can be returned to the Tenant(s) by check only, and sent only to the Tenant's new address in six weeks after the end of the Lease Agreement and only if all of the following conditions listed below are met.

Conditions include but not limited:

- 1.) Proper notice to vacate the premises was given to the Management (Owner) as state in this agreement;
- 2.) No damage to property except normal wear and tear;
- 3.) Entire property including range, refrigerator, stove, microwave, dishwasher, lights fixtures, windows, doors, floors, toilets, bathrooms, washer and dryer, furnace, water softener, utilities room, closets, sinks, cabinets, garage, deck, are cleaned prior to vacating and in good working order;

- 4.) there are no unpaid late charges or delinquent rents;
- 5.) Proof of final payments for utilities were given to the Management;
- 6.) All keys are returned;
- 7.) All debris, rubbish and discard are placed in proper disposal containers and removed from Property;
- 8.) Forwarding address left with Management (Owner).

Tenant(s) agree that any and all bills and/or penalties which are not paid completely during the terms of Lease will be deducted from Security Deposit.

Tenant(s) agree that, if funds (money) for the Security Deposit will be provided on behalf of the Tenants from any third party such as any Home Assistance programs, or Insurance Company, or any other party, these funds for Security Deposit can only be return by a written request from that third party with a specified name and address to whom Security Deposit funds need to be returned.

Tenant(s) agree that, if for any reason the Tenants moves out before the end of the Lease, Security Deposit will be forfeited in full amount to Management in order to cover losses due to moving out and the costs of re-renting the Property.

Tenant(s) agree that, if during the term of the Lease, Management and Tenant will sign a Termination Agreement, by that Termination Agreement Security Deposit must be forfeited to Management, because the Lease is not fully executed.

66. Rule Changes: Owner/Management reserves the right to establish rules and regulations for occupancy and use of Property.

Liability of Tenant and Management

67. Damage or Injury to Tenant or his/her Property: Management is not responsible for any damage or injury to Tenant or his/her Property, guests, third parties or their Property while the person or Property is at the rental Property and/or the common areas.

68. Insurance: *Tenant will purchase and maintain Renters' Insurance with an insurance carrier duly licensed in the State of Minnesota for the entire term of this Lease Agreement and any subsequent period to protect against injuries or Property damage and rent loss.*

Such insurance must be purchased within two (2) business days of the beginning of the Lease Agreement term.

None of the Tenant's personal Property or other belongings is covered by the Owner/Management or manager's insurance policy. Without renter's insurance, Tenant's personal belongings are not protected against any injuries, fire, burglary, water damage (including sewer back-ups and storm damage) vandalism and/or other damages. The Tenant herein agrees to obtain insurance on all personal Property stored and/or located on the rental Property via a separate Renters policy.

By herein agreeing to this insurance, the Tenant holds the Management harmless from any losses incurred due to theft or destruction. Failure by Tenant to comply and purchase such insurance will be considered a breach of the Lease Agreement.

Tenant also could voluntarily maintain Flood insurance to protect against any damages and loses that could be caused by any flood from outside or inside sources. Without Flood Insurance, Tenant will accept full responsibility to restore Property in previous livable conditions and will cover any flood damage if it's not covered by flood insurance.

NOTE:

The amounts of monthly rent and Loyalty Discount have been set in consideration for Tenants' obligations contained in this section!

During the term of Lease Agreement Tenant accepts full responsibility to immediately provide any and all necessary actions to minimize any damage caused by flood, report the damage to insurance company as soon as possible and contact a qualified insurance restoration contractor to restore Property to its previous livable conditions.

Tenant will keep a listing of anything they have discarded and receipts for any expenses which incur in protecting the Property.

If Tenant must turn off the water, some steps must be made to prevent plumbing and/or heating supply pipes from freezing.

Warning!

Tenant must remember, water is an excellent conductor of electricity, and the risk of shock is imminent. Do not allow wet materials or surfaces to come in contact with any electrical source. Always shut off the power if there is any risk.

69. Acts of third parties: Management is not responsible for the actions or for any damages or injury or harm caused by third parties (such as other Tenant's guests, intruders, or trespassers). Also during terms of the Lease Agreement, any damages of Property caused by any third party included but not limited to insects, birds, animals or from natural disasters like wind, flood, rain, hail etc. will be covered at the expense of the Tenants.

70. Tenant shall be responsible for and shall immediately pay for:

- a) any loss of Property damage or cost of repair or service, including but not limited to plumbing, electricity, gas lines, cable, drain system or other problems, to the Property and area in which the Property is located caused by the Tenant or his/her guests or current or former associates, invitees, roommates or relatives of Tenant;
- b) any damage caused by doors or windows being left open;
- c) all costs incurred by Management because of abandonment of the rental Property or other violations of Lease Agreement;
- d) if any burn marks are found on the carpet anywhere in property, Tenant will responsible for the replacement expenses for the area of the carpet where the burn mark is found;
- e) all court costs and attorney's fees Management incurs in a suit for eviction, unpaid rent or any other debt or charge;
- f) any loss or Property damage to the rental Property, including the entrance door and frame, or anywhere on the premises caused by a law enforcement agency or any other third party, whether legally or illegally, occasioned by activity, status, or conduct, either past or current, of Tenant or Tenant's guests or of current or former associates, invitees, roommates or relatives of Tenant, whether or not the suspected activity, status, or conduct is proven or results in a conviction.

Damages Fee:

Small/Large nail hole repair	each \$35-\$75
Small/Large siding damage repair	each \$475-\$1245
Small/Large dent on appliances	each \$75-\$135
Replace interior/exterior door	\$145-\$850
Replace faucets	\$195
Replace bathroom mirror	\$165
Replace cabinets	\$465
Replace shower heads	\$125
Replace toilet	\$375
Replace garbage disposal	\$230
Replace countertop	\$690
Replace blinds	per window \$95
Replace Linoleum	per room \$960
Replace tile	per room \$380

Missing Items:

Replace light bulb	\$5
Light fixture	\$95
Electrical outlet/switch	\$25
Electrical cover plate	\$15
Replace key	\$25
Replace refrigerator shelves	\$80
Replace window screen	\$125
Replace sliding door screen	\$185

Additional Charges:

Replace door lock	\$95
Replace curtain rod or tower bar	\$85
Replace smoke detector	\$75
Replace fire extinguisher	\$125
Replace thermostat	\$190
Fence replacement	per foot \$85
Replace gutters	per foot \$45

71. Painting and Cleaning: Tenant will be charged the cost of painting and commercial cleaning as follows:

The stove, refrigerator, blinds, bathrooms, carpets, garage, and the entire rental Property will be clean when the Tenant(s) move(s) out. The Management has the right to withhold money from the Security Deposit provided by the Tenant (s) to pay for the cleaning or repair expenses.

Cleaning Fees: (if not cleaned properly by Tenants)

Stove - \$195
Refrigerator - \$95
Bathroom each - \$105
Toilet - \$85
Bathtub/Shower - \$95
Blinds on each window - \$45
Carpet cleaning entire house - \$495
Garage cleaning - \$165
Vacuum entire house (dust cleaning) - \$185
Special extensive cleaning - \$65 per hour
Cleaning driveway – oil spots or paint - \$395
Remove Junk and debris - \$165
Clear drain stoppage - \$120
Deodorizing after pets - \$190 per room
Kitchen cabinets - \$95
Kitchen countertop - \$35
Remove wallpaper - \$285 per room
Repaint wall - \$295 per room
Cleared random objects if it were left in or around the Property - \$135

If the Security Deposit is not enough to pay for the cleaning or damage, the Tenant (s) agree(s) to pay the Management any additional money to cover these expenses.

72. Supplies, provisions and delivery of goods and packages: Packages of every kind are to be delivered to the entrance provided for deliveries in such manner as Management may require. Management is not responsible for the loss or damage of any Property. All damages to the building caused by moving or carrying of items belonging to the Tenant must be paid by that Tenant. Management is not responsible for any package delivered to or left with any employee.

73. Laundry and facilities: Laundry work shall be done only in rooms provided for such purposes. Management shall not be responsible for any damage to clothes by the machines.

74. Security Disclaimer: The rental Property and its Management do not provide, guarantee or warrant security. Management do not represent that the dwelling or rental Property community is safe from criminal activities by other Tenants or third parties. Each Tenant must be responsible for his or her own personal security and that of their rental Property and personal Property. If the Tenant observes any suspicious activity or potentially unsafe conditions, the Tenant must notify the Management. If illegal or immediately dangerous or unsafe conditions are observed, the Tenant must call 911.

*Note: **Remember, the Tenant must call the police first if trouble occurs or a crime is suspected.***

75. Notices: All Tenants agree that notices and demands delivered by Management to the rental Property are proper notice to all Tenants.

Condition of Property

76. Management promises: (a) that the rental Property and all common areas are fit for use as residential premises, (b) offer to Tenant the rental Property in reasonable repair and maintain it in compliance with applicable health and safety codes, except when the disrepair or violation of the health and safety codes has been caused by intentional or negligent conduct of the Tenant or his or her guest.

77. Tenant promises:

- (a) not to damage or misuse the rental Property and all common areas or waste the utilities provided by the Management or allow his/her guest to do so,
- (b) not to paint or wallpaper the rental Property or make any alterations or structural changes to the inside or outside of the rental Property without prior written consent of the Management,
- (c) to keep the rental Property in a clean and sanitary condition in compliance with all applicable health and safety codes and regulations,
- (d) properly use and maintain all equipment on the Property,
- (e) perform all regular maintenance and repair for all appliances and any other fixtures installed in the Property
- (f) to give written notice to Management of any necessary Property repairs ***beyond*** regular maintenance and repairs for all appliances and any other fixtures installed in the Property should be made,
- (g) to notify Management immediately of any conditions in the rental Property that are dangerous to human health or safety, or which may damage rental Property or waste its utilities,
- (h) that when Tenant moves out of the rental Property, it will be left in as good of condition as the rental Property was when Tenant moved in, except for the ordinary wear and tear,
- (k) not to remove or disconnect any fixture or furnishing provided by Management without the prior written consent of Management. If any fixtures have been installed by the Tenant during the term of the Lease Agreement, these fixtures cannot be removed without the prior written consent of Management.

78. Destroyed or unlivable Property: If the rental Property is destroyed or damaged by fire, earthquake, storm, hail, flood or by any natural disasters or vandalism and can't be restored in the course of one month, if no one part of Property is considered to be livable during the restoration, and the destruction or damages were not at the fault of the Tenant, Management has the right to cancel this Lease Agreement with no further obligation.

If during the Lease Agreement Tenant made all necessary regular maintenance required by this Lease Agreement and fully complied with all terms stated in this Lease Agreement and the destruction or damages were not at the fault of the Tenant, rent for month when Property was destroyed could be prorated and the balance shall be refunded to the Tenant.

79. Management (acting as agent for the Owner of the Property) and Tenant agree to the terms of the Lease Agreement and any attachments that may be made part of this Lease Agreement.

80. If a term of any attachment hereto conflicts with any terms of this Lease Agreement, the Lease Agreement terms shall be controlling.

81. Receipt of Lease Agreement: Tenant acknowledges receipt of a copy of this Lease Agreement.

82. Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

There are no other representations or agreements among parties except as set forth herein. All agreements, commitments, promises or waivers pertaining to this Lease Agreement, the Property and/or Tenants' occupancy of the Property, must be in writing.

No oral promise or waiver made by any representative of the Management, including the Property Owner/Management, is enforceable against the Owner/Management unless reduced to writing and signed by Owner/Management.

83. Each Tenant Fully Liable for Entire Lease Agreement: Each Tenant is liable for the full and complete performance of all terms and conditions of the Lease Agreement and each Tenant is individually responsible for paying the full amount of rent and any other money owed to the Management.

84. Enforceability: If any term or clause of this Lease Agreement shall be deemed invalid or unenforceable, the remaining terms and clauses shall remain in full force and effect.

By signing below, I agree that I have read the terms of this Lease Agreement and agree to be bound by the terms of this Lease Agreement.

Read this Agreement carefully before sign it. If you desire legal advice, please consult a lawyer.

Tenant First and Last name (print please): _____

Signature _____ Date: __/__/201__; DL# _____

DOB: _____ Email _____

Cell: _____ Work phone _____

Tenant First and Last name (print please): _____

Signature _____ Date: __/__/201__; DL# _____

DOB: _____ Email _____

Cell: _____ Work phone _____

Tenant First and Last name (print please): _____

Signature _____ Date: __/__/201__; DL# _____

DOB: _____ Email _____

Cell: _____ Work phone _____

Owner/Management Name _____ Signature _____ Date: __/__/201__

Address: _____