

(including, but not limited to: Gas, Electric, Water, Sewer, Cable and Telephone) which exceed \$ _____ in a given month shall be paid by Tenant within 5 days of notification of charges by Agent to Tenant. Tenant agrees to make no such long distance phone calls that will be charged to Property's phone bill. Landlord/Agent shall not be liable to furnish utilities or services occasioned by strikes, breakage of equipment, failure of source of supply, acts of God, or by another cause beyond the control of said Landlord. Tenant shall maintain the premises in good condition during the continuance of this agreement, and shall neither cause, nor allow, any abuse of the facilities therein, and upon the termination or expiration thereof, shall redeliver the property in as good condition as at the commencement of the term, or as may be put in during the term, reasonable wear and tear from used obsolescence expected. Tenant shall pay the expenses for replacing all keys, gate cards and garage remotes which are lost or damaged. Tenant shall not make, or cause to be made, any changes, alterations, additions, or attach any objects of permanence to portions of the building, or personal property placed in or upon the leased premises by the Tenant shall be at the risk of the tenant, or the parties owning same, and Landlord shall in no event be liable for the loss or damage of any such property.

8. LATE PAYMENT AND RETURNED CHECKS: All rent is due and payable the first day of the month as indicated above. Tenant shall be in breach of this agreement if any rental installment above is not paid when due and Landlord/Agent shall be entitled to terminate the agreement for such nonpayment. All rent accepted after the due date shall include a late charge of \$ **10.00** per day. Acceptance of the rent and late charge will not waive Landlord/Agent's rights herein. A **\$50.00 charge** will be assessed against Tenant for any check dishonored or otherwise NOT PAID FOR ANY REASON, plus late fees.

9. RIGHTS AND PRIVILEGES: Landlord, or his representative, shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same, and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs any alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building, and to remove and alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this agreement. Landlord will keep the premises in a habitable condition and will be responsible for repairs to the premises, other than minor repairs which shall be the responsibility of the Tenant. It is agreed and understood that Landlord, its agents and employees shall not be liable to any person for any damages of any nature which may occur at any time on account of any defect in the leased premises, the building in which the leased premises are situated or the improvement therein, whether, whether said defect exists at the time of execution of this lease, or arises subsequent hereto and whether such defect was known or unknown at the time of such injury or damages or for damages from fire, wind, rain or any other cause whatsoever, all claims for such injuries and damages being specifically waived by Tenant. Landlord shall not be responsible or liable for any accident or damage to automobiles, persons, or any other equipment or persons utilizing parking facilities upon the leased premises. The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements hereto shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect.

10. DUTIES OF TENANT: Tenant shall not decorate, re-arrange furniture or alter the leased premises without prior permission in writing from Landlord/Agent, and shall not interfere with the lawful and proper use and enjoyment of the other units in the neighborhood or the common areas of the neighborhood. **Tenant shall obey all covenants, conditions and restrictions that govern the subdivision in which they reside. Said covenants, conditions and restrictions are recorded in public records which serve as constructive notice of their contents to Tenant.** Tenant agrees to pay any fines or fees imposed upon Landlord by the Homeowners Association as a result of Tenant's actions. **Tenant will carefully inspect the leased premises and find them to be in clean, rentable, undamaged condition, except as noted on the Move-In Inspection Form. (MOVE-IN INSPECTION FORM shall be completed by Tenant and returned to Agent within 3 days of the commencement of this lease agreement.) In the absence of the MOVE- IN INSPECTION FORM the property is accepted in perfect condition.**

11. INSURANCE AND DESTRUCTION OF PREMISES: Hazard, fire and content insurance shall be acquired and maintained by Landlord, the proceeds of which shall be payable to Landlord. In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or other cause beyond the control of the Landlord, this agreement shall cease and terminate as of the date of such destruction, and the rental shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises, the same being prorated as of the date. In the event

the leased premises are damaged by fire, windstorm or other cause beyond the control of the Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease may remain in force and effect and the Landlord may, in Tenant's sole discretion, within a reasonable time restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leases premises bears to the whole of said premises.

12. **TERMINATION OF LEASE:** If Tenant fails to comply with any of the terms, condition, or covenants contained in this agreement, including the payment of rent and amounts due by Tenant for damages or injuries to the leased premises, or contents, then upon giving twenty-four (24) hours written notice to Tenant, Landlord may terminate this lease and re-enter and retake possession of the leased premises, but no such termination of this lease or recovering possession for damages. Notice of termination may be delivered to Tenant at the address of the leased premises, by United States Mail, postage prepaid. In the event that Landlord employs an attorney to collect any rents, or other changes due hereunder by Tenant, or to enforce any of Tenant's covenants herein, or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.

13. **TENANT LEASE-BREAK:** Should tenant need to break the agreement for any reason, Tenant agrees to notify Agent in writing, requesting that Agent re-rent the premises. Tenant further agrees to payment of a \$300 cancellation fee in advance of Agent's efforts to re-rent the property. This fee may not be deducted from the security deposit. Rent will be charged to Tenant until the property is re-rented. Within 14 business days of the re-rental of premise, Tenant shall be reimbursed any per diem rent due in addition to the security deposit/ pet deposit.

14. **ASSIGNMENT OR TRANSFER:** Tenant shall not have the right of power to transfer, assign or sublease this lease or any provision thereof without the express written consent of the Landlord.

15. **HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of and term hereof.

Tenant acknowledges receipt of Lessor disclosure of information on lead paint and lead paint based hazards. _____ Initial _____

The property was built subsequent to 1978 therefore the disclosure is not required _____ Initial _____

- a. In the event that there is any conflict between the provisions of this agreement and any applicable valid law, the latter shall apply.
- b. This agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties hereto.
- c. Time is of the essence in this agreement including each and every condition and provision hereof.

16. **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and or lead based paint hazards in the dwelling. Lessee must receive a federally approved pamphlet on lead poisoning and also receive and sign the Lessor Disclosure of Information on Lead Based Paint & Lead Based Hazards.

17. **ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties hereto and neither party is bound by any representations or agreements of any kind except as contained herein. **Tenant has read this entire agreement and acknowledges that all blank lines have been addressed and that Tenant has received a fully executed copy of this agreement.** _____ Initial _____

By: Tenant Signature _____ Date _____

By: Tenant Signature _____ Date _____

By: Agent for Landlord _____ Date _____