

# Residential Lease Agreement

New Move-in  Renewal  Month-to-Month Tenancy  Fixed-Term Lease  Transfer from \_\_\_\_\_

Date of Agreement \_\_\_\_\_ [date filled out]. This is a binding document. Read carefully before signing.

## 1 PARTIES.

This Residential Lease Agreement (sometimes referred to as the "Lease") is entered into buy and between You, the Resident(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[list all people signing the Residential Lease Agreement] and us, Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
[legal entity: name of apartment community or title holder]. By signing this agreement, You have agreed to rent Suite \_\_\_\_\_ [suite or apartment number, if applicable], at \_\_\_\_\_

\_\_\_\_\_  
[street address] in \_\_\_\_\_ [city],

\_\_\_\_\_  
[state], \_\_\_\_\_ [zip code] for

use as a private residence only, and not for any commercial use (sometimes referred to as the "Premises"). Further, the Premises shall not be used in any manner for any business or commercial purposes which involves customers or clients coming to or entering the Premises, or delivery of goods to or from the Premises. The terms "You" and "Your" refer to all Resident(s) listed above. The terms "We," "Us," and "Our," refer to Landlord listed above (or any of Landlord's successors in interest or assigns). Written notice to or from Our managers, employees or other agents constitutes notice to or from us. If anyone else has guaranteed performance of this Residential Lease Agreement, a separate Residential Lease Agreement Guaranty for each guarantor is attached.

Landlord's designated address for service of notices is:

\_\_\_\_\_  
\_\_\_\_\_.

## 2 OCCUPANTS.

The dwelling will be occupied by only the Resident(s) set forth above and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
[list all other Occupants not signing the Residential Lease Agreement].

No one else may occupy the dwelling. Resident(s) and Occupant(s) not listed above must not stay in the dwelling for more than \_\_\_\_ [number of days] consecutive days (two days, if not filled in) without Landlord's prior written consent, and no more than twice that many days in one month, whether or not consecutive. For purposes of this paragraph, a person shall be deemed to be staying in the dwelling if that person is present on the premises for a substantial amount of time, whether day or night, and whether during consecutive hours or not. Long-term guests, repeated guests, live-in guests, live-in sitters, and visiting family members are not exempt from this paragraph.

The Resident shall notify Landlord of any absence in excess of seven (7) days, no later than the first day of said absence.

## 3 TERM.

Lease;  Month-to-Month Tenancy. If the "Lease" box is checked then the initial term of the Residential Lease Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall end at midnight (24:00 local time) on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Upon expiration of the foregoing term, this Residential Lease Agreement will automatically renew on a month-to-month basis unless either party gives to the other party no less than thirty (30) days prior written notice of that party's intent to terminate the tenancy on the natural lease expiration date. Notwithstanding the foregoing 30-day notice provision, if Landlord desires to terminate the tenancy on the natural lease expiration date,

without cause, and all current Resident(s) have resided in the premises for more than a year, and the current lease term is less than one year, then Landlord's notice of intent to terminate the tenancy, without cause, on the natural lease expiration date, must be at least 60 days long.

If the "Month-to-Month" box is checked, then this Residential Lease Agreement shall consist of a month-to-month tenancy, and, in such event, the following termination rights shall apply, in the event either party desires to terminate the tenancy without cause:

- (a) Either party may terminate the tenancy by giving the other at least 30 days' written notice to terminate during the first year of occupancy;
- (b) Resident may terminate the tenancy by giving Landlord 30 days' written notice to terminate after the first year of occupancy; and
- (c) Landlord may terminate the tenancy by giving the Resident 60 days' written notice to terminate after the first year of the occupancy.

In the event, any other law exists at the time of service of the notice to terminate described in this section, and if said law sets forth a longer notice period than the 30 and 60 day notice periods above, then that law shall supersede the 30 and 60 day notice periods set forth in this section.

"First year of occupancy" is defined as all periods in which all the current Resident(s) have resided in the dwelling unit for one year or less.

## 4 SECURITY DEPOSIT.

Unless modified by Addendum(s), the total security deposit to be paid at the time of execution of this Residential Lease Agreement for all Resident(s) in the dwelling is \_\_\_\_\_, and said amount shall be due on or before the date this Residential Lease Agreement is signed.

## 5 KEYS AND FURNITURE.

You will be provided \_\_\_\_\_ dwelling key(s), \_\_\_\_\_ mailbox key(s), and \_\_\_\_\_ other access devices for \_\_\_\_\_  
\_\_\_\_\_. Your dwelling will be (Check one)

Furnished  Unfurnished

## 6 RENT, LATE CHARGES, AND RETURNED CHECK CHARGES.

Unless modified by Addendum(s), You will pay \_\_\_\_\_ per month for rent, payable in advance and without demand:

at the on-site manager's office, or

at Our online payment site, or

at \_\_\_\_\_  
\_\_\_\_\_

If rent is due at the time of move-in, it is described below in the list of applicable charges.

Prorated rent of \_\_\_\_\_ is due for the remainder of the (check one)  1<sup>st</sup> month  2<sup>nd</sup> month, and shall be paid on or before \_\_\_\_\_, \_\_\_\_\_. Thereafter You must pay Your rent on or before the 1<sup>st</sup> day of each month (due date).

If this Agreement consists of a lease, and converts to a month-to-month tenancy upon expiration of the lease term, then the monthly rent rate shall automatically increase \_\_\_\_\_ per month during the month-to-month period (in the event Landlord has not served a valid notice of rent increase), or shall increase to an amount set forth in any valid notice of rent increase served upon Resident(s) by Landlord, regardless of the date of service of said notice of rent increase, whichever is greater. This paragraph shall not limit and shall be in addition to, any other rent increase rights that may exist under any applicable law. In the event the parties Execute a new agreement,

containing new rent amounts, the new agreement shall control (commencing immediately upon expiration of the lease term).

Cash is not an acceptable method of payment for rent (or any other debts to Landlord) without Landlord's prior written permission. Resident(s) must not withhold or offset rent unless authorized by statute. Landlord may, at its sole option, require, at any time, with or without cause, that Resident(s) pay all rent and other sums via certified check, cashier's check, money order, or one monthly check rather than multiple checks. If You don't pay all rent on or before the end of the fourth (4<sup>th</sup>) day of the rental period, then You must pay a late charge of \_\_\_\_\_. In the event Resident pays any sums to Landlord via check or electronic payment, and that payment is returned for non-sufficient funds, then Resident shall pay to Landlord the sum of \_\_\_\_\_ for each returned check or rejected electronic payment, plus an amount equal to any amount that a bank has charged Landlord for processing the dishonored check. If You don't pay rent on time, You will be delinquent and all remedies under this Agreement will be authorized. We will also have all other remedies for such violation.

**6.1 LIST OF APPLICABLE CHARGES:**

<b>RENTS:</b>	
Rent Due at Move-In/Renewal	
Second Rent Payment	
Monthly Stated Rent	
Additional Rent (Pet):	
Additional Rent (Other)	
<b>DEPOSITS</b>	
Total Security Deposit	
Additional Security Deposit (Pet)	
Execution Deposit	
Other Security Deposits (Describe)	
<b>FEES</b>	
Early Termination Fee (1.5 times the monthly rent if left blank. If not applicable, insert "0.")	
Dishonored Check Fee (number shown, plus any charges bank imposes on Landlord.	
Smoke Alarm/Carbon Monoxide Alarm Tampering Fee:	
Noncompliance fees	
Late Payment of a Utility:	
Failure to Clean Pet Waste:	
Failure to Clean Rubbish/Garbage:	
Parking Violations or Other Improper use of Vehicle:	
Smoking in Clearly Designated Nonsmoking Unit or Area of Premises.	
Unauthorized Pet Fee	
Keeping on the Premises an Unauthorized Pet Capable of Causing Damage to Persons or Property.	
Late Charge (Late Rent Payment Fee):	
Other Fees (Describe)	
<b>OTHER MONTHLY CHARGES (describe)</b>	

**Application of Payments:** Payments received by Resident(s) during the tenancy shall be applied in the following order:

- (a) Outstanding rent from prior rental periods;
- (b) Rent for the current rental period;
- (c) Utility or service charges;
- (d) Late rent payment charges; and
- (e) Fees or charges owed by the tenant by statute or other fees or charges related to damage claims or other claims against the Resident.

**Processing Fees:** Landlord shall be allowed to pass through, and charge, HOA assessments to the Resident(s), if:

- (a) The assessments are imposed by the association on Landlord,
- (b) Landlord owns the dwelling unit within the association,
- (c) The assessments are imposed by the association on any person for the expenses related to moving into or out of a unit located within the association; and

- (d) Landlord gives a copy of the assessment Landlord receives from the association to the Resident before or at the time Landlord charges the Resident.

**7 UTILITIES.**

We will pay for the following items if checked:

- Water  Gas  Electricity  Master Antenna
- Wastewater  Trash  Cable TV  Other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges (including, without limitation, any public service charge that has been billed by a utility or service provider to Landlord for utility or service provided directly, or for a public service provided indirectly, to the Resident's dwelling unit or to a common area available to the Resident as part of the tenancy), permissible fees, or services on such utilities. You must pay all utility charges as and when due, and not allow Your utility payments to fall into default. You shall not allow utilities to be disconnected-including disconnection for not paying Your bills--until Your tenancy ends and You have vacated the premises. Cable services may be reduced or eliminated, at Landlord's sole discretion during the tenancy. Any reduction or elimination of cable services shall not constitute a default hereof. Utilities may be used only for customary and normal Residential household purposes and must not be wasted. If Your electricity is ever interrupted, You must use only battery-operated lighting. If any utilities are sub-metered for the dwelling or prorated by an allocation formula, We will include an Addendum with this Agreement in compliance with applicable laws.

**8 INSURANCE**

Renter's liability insurance (choose one)  is  is not required. If Renter's liability insurance is required, then Resident shall obtain and maintain at all time during tenancy renter's liability insurance with an amount of coverage of \_\_\_\_\_. Resident(s) shall provide documentation either (a) that Resident(s) have named Landlord as an interested party on the Resident's renter's liability insurance policy authorizing the insurer to notify Landlord of (i) cancellation or nonrenewal of the policy; (ii) reduction of policy coverage; or (iii) removal of Landlord reasonably believes that the insurance policy is no longer in effect, that Resident(s) maintain the renter's liability insurance. If this Residential Lease Agreement is, or becomes, a month-to-month tenancy, then Landlord may amend this agreement during the month to month Tennessee to require renter's liability insurance after giving the Resident at least 30 days written notice of the requirement. If Resident does not obtain renter's liability insurance within the 30-day period: (a) Landlord may terminate the tenancy pursuant to regulations and (b) Resident may cure the cause of the termination as provided by statute by obtaining insurance. Resident shall provide documentation that Resident maintains the renter's liability insurance on a periodic basis related to the coverage period of the renter's liability insurance policy or more frequently if Landlord reasonably believes that the insurance policy is no longer in effect. Pursuant to statute, "a Landlord may require that a tenant obtain or maintain renter's liability insurance only if Landlord obtains and maintains comparable liability insurance and provides documentation to any tenant who requests the documentation, orally or in writing." Landlord may provide documentation to a tenant in person, by Mail or by posting in a common area or office. The documentation may consist of a current "certificate of coverage." Neither Landlord nor Resident shall make unreasonable demands that have the effect of harassing the other about providing documentation of insurance coverage. Landlord may not: (a) require that the Resident obtain renter's liability insurance from an insurer; (b) require that the Resident name Landlord as an additional insured or as having any other special status on the Resident's renter's liability insurance policy; (c) require that Resident waive the insurance subrogation rights; Or (d) make a claim against Resident's renter's liability insurance unless: (i) the claim is for damages or costs which the tenant is uniquely liable and not for damages or costs that result from ordinary wear and tear, acts of God or the conduct of Landlord; (ii) The claim is greater than the security of the deposit of the Resident, if any; and (iii) Landlord provides a copy of the claim to Resident contemporary honest with filing of the claim with the insurer.

**9 SPECIAL PROVISIONS.**

The following special provisions and any Addendum(s) or written rules furnished to You at or before signing are incorporated herein and will supersede any conflicting provisions of this Agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

See any additional special provisions included.

**10 EARLY MOVE-OUT; TERMINATION FEE**

An early termination fee [ ] does [ ] does not apply. (check one)

- (a) If this Residential Lease Agreement consists Of a fixed-term lease, and Landlord has checked the box stating that the earlier termination fee does not apply, and Resident fails to fulfill the term of the lease for any reason, then Landlord shall be entitled to pursue any and all default remedies, including damages, allowed by law. Said default remedies and damage claims shall include without limitation, a right to procure: (i) Repayment of any concessions granted to Resident; (ii) Any concessions given to any replacement tenant as an inducement to procure said replacement tenant; (iii) Rent through the end of the day immediately preceding the commencement of a new tenancy with a new tenant or the natural lease expiration date set forth in this Residential Lease Agreement, whichever is earlier; (iv) Any rent losses arising out of reletting the premises to a replacement tenant at a lesser rate than set forth in this agreement; and (v) All expenses associated with obtaining a new tenant and re-renting the premises, including, without limitation, all advertising an administrative expenses.
- (b) If the early termination fee box has been checked by Landlord, and the early termination fee, therefore, does apply, then Landlord may Charge tenant an early termination fee of \_\_\_\_\_ (1-1/2 times the monthly rent if left blank) if Resident fails to fulfill the term of the lease for any reason, except as prohibited by law. Said early termination fee shall be due and payable to Landlord upon the earlier of Resident service upon Landlord of a notice of intent to terminate the tenancy or the data upon which Landlord first knew or should have known of Resident(s) abandonment or relinquishment of the premises. In addition to said early termination fee, the Resident shall pay to Landlord: (i) All rental fees and charges owed to Landlord through the date Landlord knew or should have known of Resident's abandonment or relinquishment of the premises; (ii) An amount sufficient to repair or replace all damage to the premises and or common areas exceeding normal wear and tear; (iii) An amount equal to any concessions granted to the Resident; And (iv.) Interest thereon at the maximum permissible statutory prejudgment interest rate from the date of debt first arose. (\*The parties expressly agreed that any concessions granted to the Resident were granted expressly contingent upon Resident fulfilling the term of the lease and that, although said concessions may be spread throughout the lease term, are not fully vested and /or earned unless Resident fulfills the entire term of the lease. the parties further agree that any concession repayment does not constitute payment of a fee.)

If the early termination fee provisions do not apply, then Landlord retains all rights, and damage claims, granted to Landlord by operation of law.

**11 REIMBURSEMENT**

You must Promptly reimburse Landlord for all loss, damage, government fines, or cost of repairs or service in the premises, common areas, or any other portion of the apartment community due to a violation of the Residential Lease Agreement add or addendums improper use negligence, recklessness, intentional conduct, and or violation of any law by You or Your guests or Occupants. Unless wastewater damage or stoppage was due to Our negligence or Our violation of applicable laws, We are not liable for repairs, replacement costs, and damages arising out of, or relating to in any manner, set damage. Resident shall be liable for all damage caused by Resident(s), Occupants, and guests, including, without limitation, (i) Damage to doors, windows, or screens; (ii) Damage from windows or doors left open; And (iii) Damage from wastewater stoppages caused by

improper objects in lines exclusively serving Your dwelling. We may require payment at any time, including advanced payment, for repairs for which You're liable. Landlord's delay in demanding from You shall not constitute a waiver of the Landlord's right to demand or seek the same.

**12 PROPERTY LEFT IN DWELLING**

For purposes of this section, "dwelling" excludes common areas but includes interior living areas and exterior patios, balconies, and garages and storerooms for Your exclusive use. If You have (a) abandoned, (b) Surrendered, or (c) were forcibly removed from Your dwelling, then Landlord may peacefully enter the dwelling and, subject to procedures required by state statute, store and or dispose of Your property. Except as otherwise set forth in any applicable law, Landlord is not liable for casualty loss, damage or theft for property removed, stored and or disposed of pursuant to this section.

**13 RENT INCREASES AND CHANGES TO AGREEMENT**

If this Residential Lease Agreement consists of a fixed-term lease, then no rent increases shall occur before the initial lease term expires, without the express written consent of Resident. However, a Landlord may make other changes to the Residential Lease Agreement terms or conditions to the extent permitted by law and the parties may agree to changes during the least term via a written addendum or amendment signed by the parties. Nothing contained herein shall prohibit Landlord from serving any notice of rent increase or rule change during a lease term so long as said rent increase or rule change only takes effect after the expiration of the lease term.

**14 DELAY OF OCCUPANCY**

If occupancy is or will be delayed due to construction, repairs, cleaning, or a previous tenant's holding over, then We're not responsible for the delay period the Residential Lease Agreement will remain in force subject to: (a) abatement of rent on a daily basis during delay; and (b) Your right to terminate as set forth below. If You do elect to terminate Your tenancy in accordance with the right set forth in this section, then Your termination notice must be in writing. After termination, You are entitled only to a refund of deposits and any rent paid. Your rent obligations shall not ablate, and You shall not terminate Your tenancy under this section, if minor cleaning or repairs don't prevent You from occupying the dwelling.

If there is a delay and We haven't given notice of delay as set forth immediately below You may terminate up to the date when the dwelling is ready for occupancy, but not later.

- a. If We give written notice to any of You when or after the initial term as set forth in paragraph 3 and the notice states that occupancy has been delayed because of construction or a previous residence holding over, and that the dwelling will be ready on a specific date, You may terminate the Residential Lease Agreement by serving written notice of intent to terminate upon Landlord within 3 days of Your receiving the notice but not later .
- b. If We give written notice to any of You before the initial term as set forth in paragraph 3, and the notice states that construction delay is expected and that that dwelling will be ready for You to occupy on a specific date, then You may terminate the agreement by serving written notice of intent to terminate upon Landlord within 7 days after any of You receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 for all purposes. This new date may not be moved to an earlier date unless We and You agree.

**15 DISCLOSURE RIGHTS**

If someone requests information on You or Your rental history for law enforcement, governmental, or business purposes, You expressly authorize Us to provide the same.

**16 COMMUNITY POLICIES OR RULES**

Resident and Resident's guests and Occupants must comply with any written rules in community policies, including instructions for the use and care of common areas and other property. Any rules, regulations, terms or conditions set forth in any addendum are incorporated herein. Landlord's rules and regulations are considered part of this Residential

Lease Agreement. Landlord may make reasonable changes to written rules in accordance with applicable laws.

## **17 LIMITATIONS ON CONDUCT**

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The dwelling and other areas reserved for Your private use must be kept clean. Trash, rubbish, filth, and debris must be removed and disposed of at least weekly, or more frequently if appropriate, in inappropriate receptacles in accordance with local ordinances. Passageways may be used for entry and exit only and shall not be used to store any personal property. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with all applicable rules, regulations, laws, and posted signs. Glass containers are prohibited in all common areas. Resident(s), Occupants, and guests shall not (a) use or burn candles, kerosene lamps, or any form of petroleum or carbon burning heaters without Landlord's prior written approval; (b) cook on balconies or outside; and/or (c) solicit business or contributions. Conducting any kind of business (including childcare services) in Your dwelling or in the apartment community is prohibited. (notwithstanding the foregoing prohibition, Resident may conduct any lawful business conducted "at home" by computer, email, or telephone if customers, clients, patients, or other business associates do not come to the dwelling or common areas for business purposes). Landlord may regulate (a) the use of patios, balconies, and porches; (b) the conduct of furniture movers and delivery persons; and/or (c) recreational activities in common areas. Resident shall be liable to Landlord for damage caused by Resident, guests or Occupants.

Resident(s), Occupants, and guests shall not interfere with Landlord's management of the property. Residents, Occupants and guests shall not verbally or physically threaten, harass common intimidate, assault, batter, abuse, yell at, scream at, solicit sexual acts from, offer sexual acts to, or otherwise display any loud, offensive or lewd behavior to or before, Landlord, Owner, and or persons representing and or assisting Landlord or Owner, including, without limitation, employees, agents, contractors, subcontractors, repair or maintenance personnel.

You shall notify Us if You or any Occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify Us if You or any Resident or Occupant up occupying Your premises has registered or does register as a sex offender in any State. Informing Us of criminal convictions or sex offender registry does not waive Our right to evict You.

We may exclude from the dwelling community guests or others who, in Our judgment, have been violating the law, violating this Residential Lease Agreement or any dwelling rules, or distributing other Resident(s), neighbors, visitors, or Landlord or Landlord's agents. We may also exclude from any outside area or common area any person who refuses to show photo identification or refuses to identify himself or herself as a Resident, Occupant, or guest of a specific Resident in the community. If Landlord has (a) evicted a person ; (b) told that person that he or she is not allowed on the property or common areas, and or (c) informed Resident that said person is not allowed to enter in, on Resident's dwelling unit or any common area, then Resident is prohibited from inviting and or allowing, said person in, into, on or onto the dwelling and or any common area. If after notice to You, You allow any excluded person to enter, remain in, and or occupy Your dwelling unit and or any common area, garage or storage space, said allowance shall constitute in material breach of this agreement and shall provide a valid basis for terminating Your tenancy.

Landlord, Owner and Owner's agents retain control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined by state statute. Common areas shall include, without limitation, any locations shared by Resident(s), such as laundry rooms, courtyards, hallways between dwellings, building entryways and parking lots. This clause may not apply on property where there are no areas commonly shared by multiple tenants (for example, most single-family attached dwellings).

## **18 PROHIBITED CONDUCT**

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You and Your Occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, quiet use and enjoyment, or convenience of others (including Our agents and employees) in or near the dwelling community; discriminating against other tenants or

Resident(s); disrupting Landlord's business operations; manufacturing, delivering, or possessing any controlled substance with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; Engaging in or threatening violence; Possessing a weapon prohibited by state law; Discharging a firearm in the dwelling community; Displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; Tampering with utilities or telecommunications; Bringing hazardous materials into the dwelling community; injuring Our reputation by making bad faith allegations against Us to others; And violating any applicable laws.

## **19 HUMIDITY AND MOISTURE CONTROL**

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Resident is responsible for keeping the dwelling clean inhabitable, including maintaining proper ventilation of the dwelling and preventing conditions that are conducive to mold growth. Resident shall control humidity and moisture levels in the dwelling through proper operation of the heating, ventilation, and air conditioning system and all plumbing fixtures. Resident shall leave sufficient space between any wall and all beds, furniture, and other personal property, to allow adequate airflow between the walls and said items. Resident shall use reasonable care to close all windows and other openings in the premises to be closed in the event of rain. Resident shall notify Landlord immediately upon discovery of any water leaks, standing water, condensation on interior surfaces, high humidity, musty smells, and visible mold anywhere in the premises. Resident shall immediately wipe up any visible moisture located on walls, windows, windowsills, and other surfaces. Landlord is not responsible for damages that result from Resident(s) failure to maintain proper humidity and moisture controls or failure to timely notify Landlord of problems relating to moisture, water, humidity, or mold.

## **20 ELECTRONICS DISPOSAL**

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Do not place and or dispose of any electronic items, for example, televisions, monitors, computers, and laptops, in the trash. Those items must be recycled.

## **21 PARKING, VEHICLE USE**

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We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized, improperly or illegally parked vehicles towed under an appropriate statute or in conformity with the state law. A vehicle is unauthorized, improperly or illegally parked in the dwelling community if it:

1. has a flat tire or other condition rendering it inoperable;
2. has on jacks, blocks, or wheels missing;
3. has no current license or no current inspection sticker;
4. takes up more than one parking space;
5. belongs to a Resident or Occupant who has surrendered or abandoned the dwelling;
6. blocks today marked handicapped space without the legally required handicapped Insignia;
7. is parked in a space marked for manager, staff, or guest at the office;
8. blocks another vehicle from exiting;
9. is parked in a fire Lane or designated "no parking" area;
10. is parked in a space marked for other Resident(s) or units;
11. is parked on the grass, sidewalk, or patio;
12. blocks garbage trucks from access to a dumpster.

## **22 EXTERMINATION**

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The parties acknowledge that bed bugs are becoming increasingly prevalent and that many insects or vermin may only appear in the premises as a result of Resident(s) conduct (including, without limitation, failure to maintain a clean living environment and or allowing invested personal property to enter into the premises). Resident further acknowledges that Resident(s) conduct can prevent or limit the presence of bedbugs, insects, and vermin. Resident expressly acknowledges that he or she has inspected the premises prior to executing this agreement and expressly represents that he or she has not observed any visible evidence of the presence of the infestation of bedbugs, insects or vermin on the premises. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of bedbugs, insects, and vermin. If Resident allows individuals or items carrying bed bugs, insects or vermin into the

residence, or has repeated infestations that cannot be traced or attributable to the malfeasance or nonfeasance of Landlord, such will be deemed damage to the unit by the Resident and Resident shall be responsible for the cost of treatment to their dwelling, personal belongings and surrounding units as necessary to eradicate the infestation. Noncompliance with this section shall constitute a material breach of the Residential Lease Agreement. In the event of such breach, Landlord may seek injunctive relief, damages, and or terminate Resident(s) tenancy.

Unless prohibited by statute or otherwise stated in the agreement, Landlord may conduct extermination operations in residence dwelling several times per year and as needed to prevent insect infestation. Landlord will notify Resident(s) in advance of extermination procedures in Resident's dwelling and give Resident(s) instructions for the preparation of the dwelling and save contact with insecticides. Resident(s) will be responsible to prepare the dwelling for extermination procedures in accordance with Landlord's instructions. If Resident(s) are unprepared for a scheduled treatment date, Landlord may, at Landlord's sole option, prepare Resident's dwelling and charge Resident(s) accordingly. In the event Resident(s) discover any infestation, or evidence thereof, Resident(s) shall request extermination treatments In addition to those regularly provided by Landlord. Resident(s) shall, in all instances, performed the tasks required by Landlord and or Landlord's agent and relating to the interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following : (a) clean all cabinets, drawers and closets in kitchen and pantry; (b) remove animals or place them in bedrooms, and notify Owner of such placement ; (c) if roaches have been seen in closets, remove contents from shelves and floor; (d) remove-infants and Young children from the dwelling; (e) remove chain locks or other types of obstruction on day of service; (f) remove hand or dispose of personal property; and (g) cover fish tanks and turn off their air pumps. After treatment, do not wipe out cabinets or closets for the recommended period.

### **23 RESIDENT NONCOMPLIANCE FEES**

Landlord may charge Resident(s) noncompliance fees, as set forth on Page 1, for any of the following acts of noncompliance: A late payment of a utility or service charge that the tenant owes Landlord has described by statute, failure to clean up pet, service animal, assistance animal or companion animal waste from a part of the premises other than dwelling unit, failure to clean up garbage, rubbish and other waste from a part of the premise is hotter than the dwelling unit, parking violations, the improper use of vehicles within the premises, smoking in a clearly designated nonsmoking unit or area of the premises, add or keeping on the premises an unauthorized pet capable of causing damage to persons or property has described in state statute. Landlord may also serve a warning notice of violation for the first act of noncompliance. However, in the notice of a second noncompliance, that occurs within 1 year after Landlords serving a warning notice of violation, Landlord may charge the Resident those noncompliance fees set forth on Page one. They mounted the fee for a third or sip sequent noncompliance shall be \_\_\_\_\_ notwithstanding the foregoing noncompliance fee schedule, when Resident(s) keep an unauthorized pet capable of causing damage to persons or premises in their premises, the fee for a second or any subsequent noncompliance under this section shall be \_\_\_\_\_. Landlord may assess this noncompliance fee (for keeping an unauthorized pet) 48 hours after serving a warning notice to the residence.

Nothing set forth in this paragraph shall limit any other rights or remedies Landlord may have under any applicable law.

### **24 MILITARY PERSONNEL CLAUSE**

Military personnel (as defined under state or federal law) may terminate the Residential Lease Agreement if You enlist or are drafted or commissioned and on active duty in the armed forces. You may also terminate the Residential Lease Agreement if

- 1.) You are (i) a member of the armed forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the pResident; and
- 2.) You (i) receive orders for permanent change of station, (ii) receive orders to deploy with the military unit or as an individual in support of

a military operation for 90 days or more, (iii) are relieved or released from active duty.

After You deliver to Us Your written termination notice, the Residential Lease Agreement will be terminated under this military clause 30 days after the date on which the next rental payment is due. You must furnish Us with a copy of Your military orders, such as permanent change of station orders, call-up orders, or deployment orders or from Your commanding officer. Military permission for base, however, does not constitute a change of station orders. After You move-out, We will return Your security deposit, less lawful deductions. For the purposes of this agreement, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above him receives the orders during the Residential Lease Agreement term and such Resident(s) spouse or legal dependents living in the Resident's household. A coResident who is not Your spouse or dependent cannot terminate under this military clause. Unless You state otherwise in paragraph 9, You must represent when signing this Residential Lease Agreement that: (1) You do not already have a deployment or change of station orders; (2) You will not be retiring from the military during the Residential Lease Agreement term; and (3) the term of Your enlistment or obligation will not end before the Residential Lease Agreement term ends. Even if You are entitled to terminate this Residential Lease Agreement under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if You move-out, less rents from others received in mitigation under paragraph 33. You must immediately notify Us if You are called to active duty or receive deployment or permanent change of station orders.

### **25 RESIDENT SAFETY AND PROPERTY LOSS**

Resident, Occupants, and guests must exercise due care for their own and other safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. The Resident agrees to make every effort to follow the security guidelines in this Residential Lease Agreement.

**Smoke/Carbon Monoxide Detectors.** Landlord shall provide Tenant with a working smoke detector and if required, a common monoxide detector including working batteries, at the time tenancy commences. Tenant shall test any detector so provided at least once every six months replace batteries if needed, notified Landlord in writing of any operating deficiencies, and shall not remove or tamper with any properly functioning detector or remove working batteries from the same. If the detector ceases operating, the Resident will immediately notify the Landlord. Tenant will keep the detectors case plain and free from dirt, debris, and infestation. If the unit is so equipped, the Resident shall not tamper with, obstruct, damage or otherwise alter or modify the indoor fire sprinkler system. Tenant shall not obstruct, damage or otherwise alter or modify any smoke and or carbon monoxide detector. Removal of war tampering with a smoke detector and or carbon monoxide detector will result, without limitation, in a \_\_\_\_\_ fee or a lease violation notice.

**Casualty loss.** We are not liable to any Resident, guests, or Occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind , explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless We instruct otherwise, You must, for 24 hours a day, every day, during freezing weather (a) keep the dwelling heated to at least 50 degrees Fahrenheit or 10 degrees Celsius; (b) Keep cabinet and closet doors open; (c) drip hot and cold water faucets. You'll be liable for damage to Our and other property if damage is caused by broken water pipes do to Your violating these requirements. If You ask Our representatives to perform services not contemplated in this Residential Lease Agreement, You will indemnify Us and hold Us harmless for mall of liability from those services.

Notwithstanding the contents of the preceding paragraph, residence shall not be responsible for damage that results from: (a) acts of God; or (b) conduct by a perpetrator relating to domestic violence, sexual assault or stalking. For damage that results from conduct by a perpetrator relating to domestic violence, sexual assault or stalking, Landlord may require a tenant to provide verification that the Resident or a member of the Resident(s) household is a victim of domestic violence, sexual assault or stalking as provided by state statute.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact Our representative. You won't treat any of Our security measures as an express or implied warranty of security, or as a guarantee against crime or a reduced risk of crime. Unless otherwise provided by law, we're not liable to You or any guests or Occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates for fences, or other forms of security unless required by statute. We are not responsible for obtaining criminal history checks on any Resident(s), Occupants, guests, or contractors in the dwelling community. If You are any Occupant or guest is affected by a crime, You must make a written report to Our representative and to the appropriate local law enforcement agency. You must also furnish Us with the law enforcement agencies incident report number upon request.

You may keep a fire extinguisher in Your unit if You choose. However, to be effective tools, they should be replaced prior to the expiration date and or prior to the pressure gauge reading becoming too low. If You choose to keep Your own extinguisher, please note it is Your responsibility to have the extinguisher replaced or recharged prior to the expiration date. Landlord shall not be responsible, in any manner, for Your fire extinguisher. It is Your responsibility to ensure that all combustible and or potentially combustible items are kept at least 12 inches (30 cm) Away from all heat sources in Your premises, and as recommended by fire officials, in order to prevent a potential fire hazard.

## **26 CONDITION OF THE PREMISES AND ALTERATIONS**

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Resident agrees that the commencement of this Residential Lease Agreement that the premises are in good, clean, habitable condition and repair, Are devoid of any substantial habitability defects, and that Resident has not observed any visible evidence or the presence of infestation of bedbugs, insects or vermin. Resident acknowledges receipt in duplicate of the inventory and condition form. Resident shall complete and return set inventory and condition form to Landlord, in the time. Required by Landlord, noting there on the condition of the dwelling, including any defects and requests for cleaning, maintenance, and repairs. Said inventory and condition form, went returned to Landlord, shall be signed by the Resident(s) and one copy shall be retained by Landlord, the Resident(s) may have one copy countersigned by Landlord which is to be retained by the Resident(s). If the form is not returned to Landlord and properly countersigned within said period, it shall be conclusively presumed that the premises were in good condition and repair, fully habitable, and clean at the time the Resident(s) occupied the same.

## **27 USE OF PREMISES**

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You must use customary diligence in maintaining the dwelling and not damaging or littering the common areas. Unless authorized by statute or by Us in writing, You must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise modify, alter or damage the dwelling, premises or common areas. No holes or stickers are allowed inside or outside the dwelling. However, Landlord will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls add in groups of wood-paneled walls unless Our rules state otherwise. No water furniture, washing machines, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or re-keying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided You sign Our satellite dish or antenna addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove Our property, including alarm systems, smoke detectors, carbon monoxide detectors, fire sprinkler head, furniture, telephone and cable TV wiring, screens, locks, and security devices. When You move-in, will supply light bulbs for fixtures We furnish, including exterior fixtures operating from inside the dwelling; After that, will replace them at Your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether We consent) become ours unless We agree in writing.

## **28 REQUESTS, REPAIRS, AND MALFUNCTIONS**

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Please provide a request for non-emergency repairs or malfunctions in writing. In case of fire, smoke, gas, explosion, overflowing sewage,

uncontrollable rolling running water, electrical problems (including shorts), crime in progress, and other conditions that pose a hazard to property, health, or safety, Resident must not notify Landlord immediately via the most effective expedient manner available. Landlord's written notes on Resident's oral requests do not constitute a written request from You.

Landlord may modify, remove or install utility lines, equipment or appurtenances serving the dwelling unit, premises or common areas, as and when Landlord deems appropriate. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, You must notify Our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, You must notify Our representative as soon as possible on a business day, and We will act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If We believe that fire or catastrophic damage renders the premises substantially uninhabitable, or that performance of needed repairs poses a danger to You, then We may terminate this Residential Lease Agreement by giving You written notice.

## **29 PETS AND ANIMALS**

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No pets or animals (including without limitation, mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the dwelling or dwelling community unless (a) We have so authorized in writing, or (b) an animal is lawfully present as an assistance or service animal. If We allow pet animal, You must sign a separate pet addendum or assistance or service animal addendum. A pet addendum (but not in assistance or service animal addendum) may require You to pay additional deposits, rents or other charges. A pet deposit shall be considered a general security deposit. You must remove any pet or animal from the property which enters in violation of the Residential Lease Agreement. We will authorize an assistance or a service animal for a disabled person in accordance with applicable laws. (We may require written verification for the need for an assistance or service animal unless the disability is obvious.) You must not feed, or leave food available for, stray or wild animals.

Any failure to comply with this section shall be considered a default of this Residential Lease Agreement. If You or any guest or Occupant violates pet or animal restrictions (with or without Your knowledge), You'll be subject to charges, damages, termination, eviction, and other remedies provided in this Residential Lease Agreement and by law. If a pet or animal has been in the dwelling at any time during the term of Your occupancy (with or without Your consent), We may charge You for defleaing, deodorizing, and shampooing. We may remove an unauthorized pet or animal in accordance with applicable law, in addition to exercising any remedies, We may have pursuant to this Residential Lease Agreement and any applicable addendum.

## **30 WHEN WE MAY ENTER**

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Landlord may enter the premises without the consent of the Resident (a) in the case of emergency; or, (b) pursuant to a court order. except in the case of emergency or if it is impractical to do so, Landlord shall give Resident at least 24 hours of actual notice of intent to enter the premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services or exhibit the premises to prospective or actual purchasers, mortgagees, Resident(s), workmen, or contractors. Resident(s) failure to allow Landlord to access the premises in accordance with the foregoing provisions shall constitute a material breach of this Residential Lease Agreement. Resident expressly agrees that demands or requests by Resident to reschedule entries that are scheduled to occur following service of a 24 hours' notice of intent to enter may be construed as a denial of Landlord's lawful right to enter. The foregoing provisions shall not apply if Resident has abandoned or surrendered the premises. For purposes of this paragraph, Landlord show include Landlord's agents, employees, contractors, and subcontractors. Nothing contained herein shall prohibit reduce any other right of entry Landlord has or may have.

## **31 MULTIPLE RESIDENT(S) OR OCCUPANTS**

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Each Resident is jointly and severally liable for all lease obligations. If Resident or any guest or Occupant violates the Residential Lease Agreement or rules, all Resident(s) are considered to have violated the

Residential Lease Agreement. Our requests and notices (including sale notices) to any Resident constitute notice to all Resident(s) and Occupants. Notices and requests from any Resident or Occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all Resident(s). In eviction suits, each Resident is considered the agent of all other Resident(s) in the dwelling for the service of process. Security deposit refunds and adduction itemization of multiple Resident(s) will comply with paragraph 41 or any applicable law.

### 32 REPLACEMENTS AND SUBLETTING

Replacing a Resident, subletting, or assignment is not allowed, unless authorized by a Landlord, in writing. If departing or remaining Resident(s) find a replacement Resident acceptable to Landlord before the departing Resident moves out, and Landlord consents to the replacement, in writing, then, as a condition precedent to any change in the composition of the household, Landlord may:

- (a) require all parties to execute one or more document setting forth the terms and conditions associated with any change in the tendency and who has the right to occupy the premises;
- (b) require new or remaining Resident(s) to execute a new Residential Lease Agreement;
- (c) charge remaining Resident(s) all expenses associated with re-keying locks; and or
- (d) require the repayment of additional security deposit

**Procedures for replacement.** if We approve of replacement Resident, then, at Our option:

- (a) the replacement Resident must sign this Residential Lease Agreement with or without an increase in the total of security deposit; Or
- (b) the remaining and replacement Resident(s) must sign an entirely new Residential Lease Agreement.

Unless We agree otherwise in writing, Your security deposit will automatically transfer to the remaining and or replacement Resident(s) as of the date We approve of any changes. The departing Resident will no longer have a right to occupancy or a security deposit refund but will remain liable for the remainder of the original lease term unless We agree otherwise in writing, even if a new Residential Lease Agreement is signed.

Resident shall not participate, in any manner, in any endeavor or enterprise, commercial or otherwise, pursuant to which Resident offers to allow, and/or actually allows, any non-Resident to occupy any portion of Resident(s) dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and or trade and or barter of other goods, services, or property occupancy rights). Resident shall not represent or advertise, whether verbally, in writing, or any electronic media or medium whatsoever, that Resident(s) dwelling is available for occupancy, for any period of time whatsoever, by any non-Resident, if said occupancy is, or will be, in exchange for any compensation or consideration whatsoever (including, without limitation, the payment of money and or trade and or barter of other goods, services, or property occupancy rights).

### 33 DEFAULT BY RESIDENT

You'll be in default if You or any guests or Occupant violates any term of this Residential Lease Agreement including but not limited to the following violations: (a) You don't pay rent or other amounts that You owe when due; (b) You or any guest or Occupant violates the dwelling rules, applicable laws, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (c) You abandoned the dwelling; (d) You give incorrect or false answers in a rental application; (e) You or any Occupant is arrested, convicted, given deferred action for a felony offence involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in Your dwelling; (g) You or any guests or Occupant engages in any of the prohibited conduct described in paragraph 18; or (h) You or any Occupant, in bad faith, makes an invalid complaint to an official or employee of an utility company or the government.

### 34 HOLDOVER

You or any Occupant, invitee, or guest must not hold over beyond the date contained in Your move-out notice or Our notice to vacate (or beyond a different move-out date agreed to by the parties in writing).

### 35 MISCELLANEOUS

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Residential Lease Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Us or Our representatives unless in writing. No action or omission of Our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Except when notice or demand is required by statute, You waive any notice and demand for performance from Us if You default.

All remedies are cumulative. No employee, agent, or management company is personally liable for any of Our contractual, statutory, or other obligations merely by virtue of acting on Our behalf. Neither an invalid clause nor the omission of initials on any page invalidates this Residential Lease Agreement. All notices and documents may be in English, and at Our option, in any language that You read or speak. Any provisions regarding Our non-liability and non-duty apply to Our employees, agents, and management companies.

### NOTICES.

- (a) All notices required by this Residential Lease Agreement and or state law to be in writing shall be served personally, by first class Mail, or by first-class mail and attachment.
- (b) If served by first-class Mail and attachment from Landlord to residence, the notice shall be deemed served on the day it is both mailed by first class Mail addressed to the Resident(s) at the premises and attached in a secure manner to the main entrance to that portion of the premises of which Resident(s) has possession.
- (c) If served by first-class Mail and attachment from Resident(s) to Landlord, the notice shall be deemed served on the day it is both (i) Mail by first class Mail addressed to Landlord at the address designated on page one of this Residential Lease Agreement as Landlords address for the receipt of service of notices, and (ii) attached in a secure manner on the main entrance to the address designated on page one of this Residential Lease Agreement as Landlords address for the receipt of service of notices. If Landlord's designated address for the receipt of service of notices is located inside a building, then the Resident(s) shall be entitled to attach the notice to the main entrance of that building. Landlord is authorized to accept notices on behalf of the Owner of the premises.
- (d) Resident(s) shall notify Landlord and writing of any post office box or telephone number used, or to be used, by the Resident(s). In the event, this information changes, Resident(s) shall immediately provide updated information to Landlord.
- (e) The Resident(s) agrees to provide Landlord with written notice of (i) change of contact address during the tendency, and (ii) any forwarding address at the time of termination of the tenancy.

Actual notice may be used, whenever deemed permissible by any applicable law. In addition to provisions of the state statute, additional actual notice includes notice by email from Landlord to the tenant at the following email address:

\_\_\_\_\_ and from the tenant Landlord at the following email address:  
\_\_\_\_\_

### 36 PAYMENTS

All sums due to Landlord for items not listed in the Residential Lease Agreement as recurring payments are due immediately upon Our demand.

### 37 ASSOCIATION MEMBERSHIP

We represent that either (1) We or; (2) The management company that represents Us, is at the time of signing this Residential Lease Agreement or a renewal of this Residential Lease Agreement, a

member of

and any affiliated state and local dwelling (multi housing) associations for the area where the dwelling is located.

**38 MOVE-OUT NOTICE**

Before moving out, You must give Our representative advance written move-out notice as provided below.

Your move-out notice MUST comply with each of the following:

- We must receive no less than 30 days advance written notice of Your move-out date. The advance written notice must be set forth a specific vacate date in order to be deemed effective.
- Your move-out notice must not terminate the Residential Lease Agreement sooner than the end of the lease term. However, if Landlord has elected to charge an early termination fee, in the event Resident vacates the premises prior to the natural lease expiration date, then the early termination fee provisions shall control.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH BOTH (A) ALL THE ABOVE, AND (B) ALL APPLICABLE LAWS. PLEASE USE OUR WRITTEN MOVE-OUT FORM.

**39 MOVE-OUT PROCEDURES**

The move-out date can't be changed unless We both agree in writing. You're prohibited from applying any security deposit to rent without Landlord's prior consent. You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If You don't clean adequately, You'll be liable for reasonable cleaning charges.

**40 MOVE-OUT INSPECTION**

You should meet with Our representative for a move-out inspection. Our representative has no authority to bind or limit Us regarding deductions for repairs, damages, or charges. Any statements or estimates by Us or Our representative are subject to Our correction, modification, or disapproval before final refunding or accounting.

**41 SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES**

You will be liable, without limitation, for the following charges, if applicable: Unpaid rent; Unpaid utilities; Unreimbursed service charges; Repairs or damages caused by negligence, carelessness, misconduct, accident, or abuse, including, without limitation, stickers, scratches, dares, burns, stains, or unapproved holes; Replacement cost of Our property that was in or attached to the dwelling, premises or common areas and is missing; replacing dead or missing smoke detectors, carbon monoxide detectors, and or their batteries; Expenses associated with repairs or cleaning due to excess wear and tear; Trips to lead in company representatives to remove Your telephone or TV cable services or rental items (if You so request or have moved out); trips to open the dwelling when You or any guest or Occupant is missing a key; unreturned keys; Missing or burned out light bulbs; Removing or re keying on unauthorized security devices or alarm systems; agreed early termination charges; packing, removing, or storing property removed or stored under paragraph 12; Removing illegally parked vehicles; Special trips for trash removal caused by parked vehicles blocking dumpsters; False security alarm charges unless due to Our negligence; Pet related end or animal related charges under paragraph 6 and 29; Government fees or fines against Us for violation (buy You Your Occupants, or guests) of local ordinances relating to smoke detectors or carbon monoxide detectors, false alarms, recycling, or other matters; Late payment and returned check charges; Charges for Owner or manager's time and inconvenience in Our lawful removal of an animal or in any valid eviction proceeding against You, plus attorney's fees, court costs, and filing fees in court, including upon appeal; And other sums due under this Residential Lease Agreement.

You'll be liable to Us for: (a) charges for replacing all keys and access devices referenced in paragraph 5 if You fail to return them on or

before Your actual move-out date; And (b) an early termination fee, if applicable.

**42 DEPOSIT RETURN, SURRENDER, AND ABANDONMENT**

We will return Your security deposit refund (less lawful deductions), together with an itemized accounting, if there are any deductions, no later than 31 days after the tenancy terminates and Resident delivers possession.

Surrender, abandonment, and judicial eviction and Your right of possession for all purposes and give Us the immediate right to: enter, take possession of, clean up, make repairs in, and re-let the premises. Surrender, abandonment, and judicial eviction affect Your rights to personal property left in the dwelling.

**43 SMOKING POLICY**

The terms "smoke" and "smoking," when used herein, include, without limitation, inhaling, exhaling, breathing, holding, possessing, and or carrying any lighted cigar, cigarette, or other tobacco product or similarly lighted product in any manner or in any form.

Landlord hereby discloses to Resident(s) and Resident(s) hereby acknowledging receipt of disclosure of, the following policies regarding smoking (check applicable boxes):

the entire property is smoke-free and subject to the following terms and conditions:

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the increased maintenance, cleaning and redecorating costs from smoking; (ii) the increased risk of fire from smoking; (iii) the higher costs of fire insurance for a non-smoke free building.
2. **Smoke-Free Property.** Resident acknowledges that the premises to be occupied by Resident and members of Resident(s) household, including, without limitation, any patios, porch is, balconies, yards, storage facilities and or parking facilities have been designated as a smoke-free living environment. Resident(s) and members of Resident(s) household shall not smoke anywhere in, on, adjacent to, or near the premises rented by Resident(s), and or in any common areas (including, without limitation, any patios, porches, yards, storage facilities and or parking facilities, recreational facilities and or offices), Nor shall Resident permit any guest or visitor under the control of Resident to do so.
3. **Resident to Promote No-Smoking Policy and to Alert Landlord of Violations.** Resident shall inform Resident(s) guests of the no-smoking policy. Further, Resident shall promptly give Landlord a written statement of any incident where they have knowledge of the policy being violated.
4. **Landlord to Promote No-Smoking Policy.** Landlord may post no smoking signs at entrances and exits, common areas, hallways, and in conspicuous places "in close proximity to" the smoke free building. However, any failure to post signs, and or any subsequent removal of damage of or to any signs, whether by Landlord or third parties, shall not constitute a breach hereof, an shall not modify, impair or reduce Resident(s) obligations to comply with this agreement.

Only the following portions of the property are smoke free :

the premises occupied by the Resident(s), including, without limitation, any dwelling unit, and any patios, porches, balconies, yards, storage facilities and common areas within 25 feet of any dwelling unit.

Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Smoking is permitted in the following areas:

The premises Occupied by the Resident(s), excluding any adjacent or joining patios, porches, balconies, yards and or storage facilities .



the premises occupied by Resident(s), including any adjacent or adjoining patios, porches, balconies, yards and or storage facilities.

Anywhere

Other (describe) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Common Terms.** The following terms and conditions shall apply to all Resident(s), regardless of the above described smoking policies.

- 1.) **Landlord Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that any adoption of any rules regarding smoke free living environment, and any efforts to designate the premises as smoke free, do not make Landlord or any of its agents the guarantor of Resident(s)' health or of the smoke free condition of the Resident(s)' dwelling, premises, and or any common areas. However, Landlord shall use reasonable efforts to enforce any applicable smoke-free terms of its Residential Lease Agreements. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of said smoking or has been given written notice of said smoking.
- 2.) **Other Resident(s) are 3rd party beneficiaries of Resident(s) agreement.** Resident agrees that the other Resident(s) of the premises are the 3rd party beneficiaries of any applicable smoke-free rules. (In layman's terms, this means that Resident(s) commitments in the agreement are made to the other Resident(s) as well as Landlord). although a Resident may seek an injunction against another Resident to prohibit smoking or for damages, a Resident does not have the right to evict another Resident. Any action between Resident(s) shall not create any presumption that Landlord breached this agreement.
- 3.) **Material breach.** A material breach of this agreement by Resident, and or guests within Resident(s) control, shall be grounds for immediate termination of the agreement by Landlord. Resident shall be responsible for all damages and costs associated with the termination of the agreement due to material breach. Notwithstanding any smoking policies contained herein, (a) Resident agrees that any smoking damages or cleaning due to smoking or smoke-related damage is required to bring the unit back to a rentable condition do not constitute ordinary or reasonable wear and tear and the Resident shall be liable for the costs thereof; And (b) any permissible smoking (if permitted) shall not interfere with any other tenants quite use and enjoyment of their premises.
- 4.) **Disclaimer by Landlord.** Resident technologies that any adoption of smoke free living rules and any efforts to designate the premises as smoke free does not in any way change the standard of care that Landlord or managing agent would have to a Resident's household to render any buildings and or premises designated as smoke free any safer, more habitable, were improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, premises, or Resident(s) dwelling will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the premises or dwelling will be free from second-hand smoke, and failure of Landlord to enforce the provisions in this agreement shall not in any way be construed as a default by Landlord of its obligations under their agreement and shall not give rise to any reduction in the rent amount of any unit. Resident acknowledges Landlord's ability to police, monitor, were enforced this agreement is dependent than significant part on voluntary compliance by Resident and Resident(s) guests. Resident with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this agreement than any of the other Landlords obligations under the agreement.

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#### 44 ROOFS

Resident(s) hereby acknowledges that roofs are not designed and should not be used for walking upon nor to have any objects of any kind place to pawn them at any time, and that Resident(s) understands any damages resulting from the violation of this requirement including, but not limited to water leaks through, or damage to the roof will be the sole responsibility of the Resident(s). Damages will be repaired in residence in accordance with the Residential Lease Agreement, will be held responsible for, and will promptly pay for the cost of repair.

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#### 45 WINDOWS

Open and partially open windows present a potential risk of injury or death to all Resident(s), Occupants and their guests. Neither window glass, windows screens common or any portion of windows are intended to support a person's weight or prevent a person from falling from or out of an open window. Resident shall be solely responsible for preventing anyone from (a) sitting on or in any window; (b) standing on or in any window; (c) playing in or around windows; (d) participating in any activity which may result in leaning on, against or through any window, and or colliding with the same; (e) participating in any activity that could result in any person or animal falling through or out any window. Window stops and other devices that restrict windows from opening are not provided by Landlord because of the dangers associated with fire and the ability of Occupants to escape. If Resident(s) research to install such devices, Resident(s) must receive written permission from Landlord and accept full responsibility for the safe use of such devices. Resident(s) must never block windows in a way that would prevent exit in the event of a fire.

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#### 46 CARPET

Before Resident(s) took possession of the premises, Landlord or its agents clean the carpets, if any, by use of a machine specifically designed for cleaning and shampooing carpets, or replace the carpet, if any, after the previous tenancy or most recent significant use of the carpet and before Resident took possession. Landlord may deduct the cost of carpet cleaning regardless of whether the Resident cleans the carpet before Resident delivers possession.

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#### 47 AMENITIES

Resident amenities, including, without limitation, indoor pools, fitness rooms, clubhouses, hot tubs, spas, business centers, computer rooms, and or recreational facilities (hereafter, "Amenities") are made available to Resident as a revocable privilege and license and not as a contractual right. Said privileges made expressly contingent upon Resident(s) compliance with all terms and conditions contained within the party's agreement, together with any addendums thereto, and with any posted rules or regulations. Said privilege may be revoked by Landlord at any time for any lawful reason, including, without limitation, Resident(s) breach of any of these terms, conditions, rules or regulations contained within the party's agreement, addendums, and or rules and regulations. Landlord further reserves the right to set the permissible times for use of any amenities and to change the character of, limit the use of, and or terminate any amenities, without notice, based upon the needs of Landlord, and no such limitation, change or termination shall constitute a breach hereof.

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#### 48 SECTION HEADINGS

The section headings are inserted herein only for convenience center not intended to define or limit the scope or intent of any clause.

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#### 49 BINDING EFFECT

This agreement shall be binding upon and inure to the benefit of the errors, executors, administrators, successors and assigns of Landlord and Resident.

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#### 50 SUBORDINATION

This agreement is an shall remain subordinate to any ground lease, mortgage, trust deed, or other in number and's or security instrument now existing or hereafter to be placed upon the premises and to any modifications, extensions, replacements and advances in connection therewith. Resident shall adorn to Landlord's lender in the event it

obtains possession of the property through floor foreclosure or deed in lieu of foreclosure or otherwise, so long as lender agrees not to disturb the Resident if Resident is not in default under the Residential Lease Agreement.

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#### **51 NONWAIVER**

Failure of Landlord to insist upon district performance of the terms, covenants, and conditions herein contained shall not be deemed a waiver of any Landlord rights or remedies herein.

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#### **52 SAVINGS AND SEVERABILITY**

In the event that any clause or provision of this Agreement is found to be illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intention of the parties that a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and legal, valid and enforceable be inserted in its place.

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#### **53 EMPLOYMENT**

Resident understands and agrees that if, at any time during the tendency, Resident becomes an employee of Landlord or any managing agent of Landlord, Resident and all members of Resident(s) household shall be subject to any employment agreement and the terms of any such employment agreement shall control over the terms of this agreement or least, including but not limited to terms as to the length of the tendency or the obligation to vacate the unit after termination of employment. In the event any Resident occupying the premises is an employee of Landlord, then all Resident(s) right to occupy the premises shall be expressly contingent upon the continuation of the Resident(s) employment. In the event the Resident(s) employment is terminated, then Landlord may terminate all Resident(s) right to occupy the premises upon 24 hours written notice.

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#### **54 FAILURE TO VACATE**

Resident(s) agree that if they fail to vacate by the end of the termination date set forth in any proper notice of termination, then Resident(s) shall become holdover tenants ( unlawfully withholding the premises with force) commencing on the first day after the expiration of the date set forth in the termination notice, and that

Resident(s) shall be responsible for all losses or damages suffered by Landlord as well as, the losses or damages suffered by any displaced tenants who anticipated taking occupancy at the end of said notice period, including attorney's fees and costs incurred in conjunction with any litigation, including upon appeal.

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#### **55 JOINT AND SEVERAL LIABILITY**

All Resident(s) are jointly and severally liable for all rent, and all other amounts due, and for the full performance of all terms and conditions set forth herein, and whether in actual possession of the premises.

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#### **56 PROPERTY MANAGER/MANAGEMENT**

In the event the premises are or are managed by a property manager, property management company, or another real estate licensee, then, in the event of an eviction action, Landlord expressly acknowledges an represents that said property manager, property management company, or another real estate licensee shall have the right to procure an receive possession of the premises from tenant, and tenant acknowledges that said property manager, property management company, or another real estate licensee shall have the right to take possession of the premises from Resident(s) in the event Landlord and or said property manager, property management company, or other real estate licensee succeeds in the eviction action.

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#### **57 ATTORNEY FEES AND COSTS**

In the event of any suit or action to enforce this Agreement and or to pursue any remedies arising out of either party's defaults and or any applicable law, the prevailing party shall be entitled to all attorney's fees and costs incurred therein, including upon any appeal. Costs shall include, but are not limited to, court costs, legal charges, copying charges, court reporting fees, transcription fees, and courier fees.

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#### **58 REMEDIES CUMULATIVE**

Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

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#### **59 ENTIRE AGREEMENT**

This Residential Lease Agreement, together with all addendums, constitutes the entire agreement of the parties and shall supersede an replace all prior agreements, representations, and or warranties.

**60 ORIGINALS AND ATTACHMENTS**

This Residential Lease Agreement has been executed in multiple originals, with original signatures, one for You and one or more for Us. Our rules and community policies, if any, will be attached to the Residential Lease Agreement and given to You at signing. When an inventory in condition form is completed, both You and We should retain a copy. The items checked below are attached to this Residential Lease Agreement and are binding even if not initialed or signed. Any default in the performance of any addendum to this Residential Lease Agreement shall constitute a material default in the Resident(s) performance of this agreement.

1.	<input type="checkbox"/>	_____
2.	<input type="checkbox"/>	_____
3.	<input type="checkbox"/>	_____
4.	<input type="checkbox"/>	_____
5.	<input type="checkbox"/>	_____
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10.	<input type="checkbox"/>	_____
11.	<input type="checkbox"/>	_____
12.	<input type="checkbox"/>	_____
13.	<input type="checkbox"/>	_____
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15.	<input type="checkbox"/>	_____
16.	<input type="checkbox"/>	_____
17.	<input type="checkbox"/>	_____
18.	<input type="checkbox"/>	_____
19.	<input type="checkbox"/>	_____

20.  \_\_\_\_\_

**61 ADDITIONAL RIGHTS**

All of Landlords rights, set forth within this agreement, shall be in addition to, and not a limitation of, any other rights Landlord may have, pursuant to any applicable law.

**Date form is filled out** (*same as on top of page 1*) \_\_\_\_\_

**Name and address of locator service** (if applicable)  
\_\_\_\_\_

Name and contact information for Person to contact an event of emergency or death of Resident (contact person should be over the age of 18, and must not be an Occupant of the premises):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address and Phone number of Landlords representative for notice purposes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPREHENSION**

Resident has read and received an executed copy of this Agreement, together with all Addendum(s) hereto. Resident(s) acknowledge(s) and warrants that all blanks have been accurately and filled in unless marked "n/a."

**Resident(s)** (*all sign below*)

Date of Signing Residential Lease Agreement

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Landlord or Landlord's Representative** (*Signing on behalf of Landlord*)

Date of Signing Residential Lease Agreement

\_\_\_\_\_

\_\_\_\_\_

**62 SPECIAL PROVISIONS**

Continued from page 2.

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