

# AGREEMENT TO RENT OR LEASE

This Agreement is made and entered into between \_\_\_\_\_ hereinafter "**Landlord**" and (names of all adult Residents and names and ages of children to reside on the premises):

**Resident:**

**Resident:**

Herein after the word Resident as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Landlord rents to Resident, and Resident rents from Landlord, for Residential purposes only, the premises known as:

Apartment located at:

## **Landlord and Resident mutually agree as follows:**

1. **TERM.** The term of the rental shall begin on \_\_\_\_\_ and shall continue as follows subject to the payment of rent for one month and the security deposit:

For a period of \_\_\_ months and **0** day(s) thereafter expiring on \_\_\_\_\_.  
Renewal of the term shall be as described in Paragraph 21 of this Agreement (**A Fixed Term Lease**).

2. **RENT.** Resident shall pay the monthly rent of \$\_\_\_\_\_ **which includes \$\_\_\_\_\_ per month utility in advance on or before the 1<sup>st</sup> day of each month without deduction or offset, and is considered late after the 5TH day of the month.** Rent is payable in full at the Office only by personal check, cashier's check, or money order. On signing this Agreement, Resident shall pay one full month's rent in the form of a cashier's check or money order only. The Rent for the partial month's period shall be prorated on the basis of a Calendar month and shall be paid on or before the next rental due date.

3. **SECURITY DEPOSIT** - On signing this Agreement Resident shall pay to Landlord the sum of \$\_\_\_\_\_ **as a security deposit.** This security deposit is for the purpose of guaranteeing the Resident's performance of all the covenants and agreements contained herein. No part of this deposit is to be considered as an advance payment of rent, including last months' rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents. After Resident has vacated the premises, Landlord shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Landlord. Landlord may withhold only that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or any other provision of this Agreement, (b) to restore the premises, to their condition as commencement of the tenancy. The unused portion of this deposit shall be returned to Resident without interest, according to law. (c) If at ANY time the Resident is Late on the Rent; the deposit is automatically forfeited.

4. **LATE CHARGE / RETURNED CHECKS / LEGAL ACTION.** Resident Acknowledges that Landlord will incur certain administrative costs in connection with late rental payments and that the amount of such administrative cost would be difficult or impracticable to ascertain. **If resident fails to pay the rent in full by 6:00 on the 5th, Resident shall pay a late charge of \$\_\_\_\_\_ as additional rent plus \$\_\_\_\_\_ additional each day thereafter. In the event the bank dishonors Resident's check, Resident shall pay a returned check charge of \$\_\_\_\_\_ as additional rent.** If the returned check causes the rent to be late, the late charges shall also be paid. After a check is dishonored, Landlord may require all future payments to be in the form of a cashier's check or money order.

No later than the 12<sup>th</sup> of the month, if Resident's rent has not been paid, Landlord will hand deliver to Residents door the required statutory 3-day notice demanding the rent, including all late fees be paid by the 15th at 6:00 P.M. If Resident fails to pay all sums due and owing Landlord, pursuant to state law, Landlord will terminate Resident's lease agreement, and a forcible detainer lawsuit will thereafter be filed by Landlord against Resident. Once Landlord has terminated the lease agreement, pursuant to state law, Resident at Landlords option, may have the lease agreement reinstated by paying all unpaid rent, late fees, a **reinstatement fee in the amount of \$ \_\_\_\_\_**, and costs incurred by the Landlord as a result of Residents nonpayment.

5. **OCCUPANCY.** Resident agrees that the premises are to be used as a private residence for Resident listed herein before, a total of \_\_\_ maximum occupants and by no other persons and for no other reason. Guests may not stay more than 14 consecutive days in any 6-month period without the prior written consent of Landlord.

6. **UTILITIES.** Resident shall pay for Water, electric, Cable, Telephone, Gas bills levied or charged with respect to the Premises for and during the term of this Lease directly to the utility company. Sewer, Trash and any other utility charges will be \$35.00 per month paid with rent to the landlord.

7. **ACCEPTANCE OF PREMISES.** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. Resident hereby acknowledges that no representation, as to the condition or repair of the Premises has been made by Landlord or any of its agents prior to or after the execution of this Lease. All plumbing, heating and electrical systems are operative and deemed satisfactory.

8. **POSSESSION OF PREMISES.** In the event Landlord is unable to deliver possession of the premises to Resident for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate as agreed or required by law, Landlord shall not be liable to Resident except for the return of all sums previously paid to Landlord in the event Resident chooses to terminate this Lease.

9. **PETS / WATER FILLED FURNITURE.** No animal, pet or water filled furniture shall be kept on or about the premises, without the prior written consent of the Landlord.

10. **SECURITY.** Resident acknowledges that Landlord has made no representation that the property is a "secure" complex and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Landlord's property, and are not a warranty of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property and report to the Police any suspicious activities, persons or events occurring on or about the general premises.

11. **QUIET ENJOYMENT / USE.** All Residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other Resident, including but not limited to having loud or late parties or playing loud music. Residents shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement and Landlord may take legal action to terminate the Agreement and remove Resident upon giving 10 days written notice.

12. **JOINT AND SEVERAL LIABILITIES (CO-RESIDENT).** If more than one Resident enters into this Agreement ("roommates"), the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Residents remain in possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from the other Resident(s), no right to have another person substituted in their stead shall exist.

13. **CARE AND MAINTENANCE.** Resident agrees to keep the premises clean, in good order and repair and to commit or suffer no waste therein, and free of trash and unsightly material and to immediately notify Landlord, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse Landlord for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing

stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Landlord's prior written consent.

14. **RIGHT OF ENTRY.** Landlord or Landlord's agents shall have the right to enter the premises for purposes of performing inspections; to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective Residents; when the Resident has abandoned or surrendered the premises; in case of emergency and pursuant to court order. Except in cases of emergency, Landlord shall give Resident a \_\_\_-hour notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence and Resident agrees to indemnify and hold Landlord free and harmless for such entry.

15. **VEHICLES AND PARKING.** Landlord reserves the right to control the method of parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in spaces not authorized by Landlord. No automobile or any other motor-driven vehicle or cycle may be brought onto the premises unless such vehicle is insured for public liability and property damage; is operable, currently registered, free of any leaking fluids, and in compliance with governmental noise limitations. Designated parking areas shall not be used for storage of any kind, but rather such space will be used for parking of your passenger vehicle only.

16. **LIABILITY / DAMAGE RESPONSIBILITY.** Resident agrees to hold Landlord harmless from all claims of loss or damage to property, and of injury or death to persons caused by the intentional acts, unintentional acts or negligence of the Resident, his guest or invitees, or occurring on the premises rented for Resident's exclusive use. **Resident releases Landlord from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, or breaking pipes, or theft, or other causes beyond the reasonable control of Landlord.** This includes damage to Resident's or guest's vehicles while parked on the property. In the event the premises are damaged by fire or other casualty covered by insurance, Landlord shall have the option either to (1) repair such damage, this Agreement continuing in full force and effect, or (2) give notice to Resident terminating this Agreement. Landlord shall not be required to repair or replace any property brought onto the premises by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water or casualty caused by Resident's negligence, during which period this Agreement shall continue in full force and effect. **Resident is required to carry a standard renter's policy or as an alternative warrants that they will be financially responsible for losses not covered by Landlord's insurance policy.** In no event shall Resident be entitled to any compensation or damage due to any extra expense, annoyance, or inconvenience for loss of use due to a casualty beyond the control of the Landlord.

17. **SUBLEASING / ASSIGNMENT.** Resident shall not sublease any part of the premises or assign this Agreement without the prior written consent of Landlord. Any such action without prior written consent is void.

18. **TERMINATION: CLEANING / REPAIRS.** Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition free of trash and personal property. If this is not done, Resident expressly agrees that Landlord shall perform all cleaning services, including carpet cleaning/repair, which may be required in Landlord's discretion to restore the premises to **Landlord's standards for new occupancy.** The costs incurred by Landlord for such services shall be deducted from Resident's security deposit. If Landlord is required to perform any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Resident shall immediately, upon written notice, pay Landlord any additional sums necessary to pay all such charges in full.

19. **RULES AND REGULATIONS.** Resident acknowledges receipt of, and has read a copy of the Apartment Rules and Regulations, which are hereby incorporated into this Agreement by this reference. Landlord may terminate this Agreement, as provided by law, if any of these Rules and Regulations are violated. Such Rules and Regulations may be amended from time to time upon giving notice to Resident.

20. **SMOKE DETECTION DEVICE.** The premises are equipped with a smoke detection device(s), and: (a) Resident acknowledges the smoke detector(s) was tested and its operation

explained by Landlord in the presence of Resident at time of initial occupancy and the detector(s) in the unit was working properly at the time, (b) Resident shall test the smoke detector at least once a week to determine if the smoke detector(s) is (are) operating properly, and immediately inform the Landlord, in writing, of any malfunction. In the event Resident fails to notify Landlord of any malfunction and a fire occurs, there is no liability on the part of the landlord and Resident will hold Landlord harmless and indemnify it against any damages and Resident shall become liable for any resulting damage.

21. **TERMINATION / HOLDING OVER.** If this Agreement is a Fixed Term Lease, at least \_\_\_ day written notice must be given to Landlord if Resident intends to vacate the premises. If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month basis for a minimum of one calendar month upon the expiration date of the Fixed Term Lease. Either party may terminate a month-to-month Lease **on or after the expiration date** of the month-to-month lease by at least 30 days written notice. In the absence of any written communication between the parties, the residency shall continue on a month-to-month basis including any changes, i.e. rent adjustments, having been made by Landlord with proper written notice. In the event that Resident does not fulfill the terms of this lease, at the sole option of the Landlord, Resident may be permitted to terminate this agreement after a minimum of 90 days occupancy, provided Resident agrees to pay a termination penalty in addition to providing a 60 day written notice prior to vacating the premises. Resident hereby agrees to pay a **termination fee of \$ \_\_\_\_\_** and repay any and all concessions in addition to the remaining monetary rental obligation of the \_\_\_ day notice period.

22. **DEFAULT.** In the event of a default by Resident, Landlord may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26, Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit-reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative.

23. **ARBITRATION OF PERSONAL INJURY DISPUTES. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** Any dispute between the parties relating to a claim for personal injury, directly or indirectly relating to, or arising from, the condition of the leased premises, or the apartment community, shall be resolved solely by arbitration conducted by the American Arbitration Association. Any such arbitration shall be held and conducted in the city in which the premises are located before three arbitrators, who shall be selected by mutual agreement of the parties. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) Each party to bear their own respective fees and costs relative to the arbitration process; d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Landlord and Resident, and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Landlord's rights in the event of Resident's breach or default under this agreement, including without limitation Landlord's right to bring an action for Unlawful Detainer under the laws of the governing state.

24. **ATTORNEY'S FEES / WAIVER OF JURY TRIAL.** If any legal action or proceeding is brought by either party to enforce any part of this agreement, Landlord shall recover, in addition

to all other relief, reasonable court costs, costs for collections and attorney's fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees be awarded to Landlord in any action or proceeding, providing Landlord prevails. In no instance shall this provision limit the court from awarding additional sanctions pursuant to local law. **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, LANDLORD AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.**

25. **ENTIRE AGREEMENT.** Each and every term, covenant, and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable.

26. **GENERAL.** Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors, and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

**IN SIGNING THIS AGREEMENT THE PARTIES HERETO INDICATE THAT THEY HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND AGREE TO ALL THE TERMS, COVENANTS AND CONDITIONS STATED THEREIN. RESIDENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT WITH ALL ADDENDUMS**

This Agreement is executed on \_\_\_\_\_  
Date Signature

By: \_\_\_\_\_  
LANDLORD / AGENT Date

# APARTMENT RULES AND REGULATIONS

This document is an addendum and is part of the Rental Agreement. It is understood that the Landlord has the right to amend or add additional rules or policies to this agreement with or without notice.

## NOISE/NUISANCE

- 1 Resident shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts, or conveniences of other persons.
- 2 Resident shall refrain from playing musical instruments, television sets, stereos, radios, and other entertainment items at a volume which will disturb other persons.
- 3 Resident shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities), which are likely to annoy or disturb other persons.
- 4 Resident shall refrain from creating or allowing to be created any noise that is disturbing to other Residents between the hours of 10 p.m. and 10 a.m.
- 5 Operation of electrical devices which interfere with radio or television reception is not permitted.

## CLEANLINESS AND TRASH

- 1 Resident shall keep the unit clean, sanitary, and free of objectionable odors at all times.
- 2 Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
- 3 Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 4 Resident shall ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose on a daily basis. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
- 5 Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
- 6 Resident shall refrain from leaving articles in the hallways or other common areas.
- 7 Resident shall refrain from shaking or hanging clothing, curtain, rugs, and other coverings and cloths outside any window, ledge, or balcony.
- 8 Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

## SAFETY/SECURITY

- 1 Security is the responsibility of each Resident and each guest. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
- 2 Resident should ensure that all doors are locked during Resident's absence.
- 3 Resident should ensure that all appliances are turned off before departing from the premises.
- 4 When leaving for an extended period, Resident should notify Landlord how long Resident will be away.
- 5 Prior to any planned absence from the unit, Resident shall give Landlord authority to allow entry to the unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter the unit.
- 6 Resident shall refrain from smoking in bed.
- 7 Resident shall refrain from using or storing gasoline, cleaning solvent, or other combustibles in the unit.
- 8 Resident shall not install or operate any machinery, refrigeration or heating devices.
- 9 Resident shall refrain from using charcoal barbecues on porches, balconies or patio adjacent to building if such use would constitute a fire hazard.
- 10 Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

## MAINTENANCE, REPAIRS ALTERATIONS

- 1 Resident shall advise Landlord of any items requiring repair, such as dripping faucets or light switches. Resident shall make repair requests as soon after the defect is noted as is practical.

- 2 Resident shall refrain from making service request to maintenance personnel unless Resident is directed to do so by Landlord.
- 3 Resident shall refrain from making any changes, alterations or improvement to the unit without the consent of Landlord. Resident shall refrain from using adhesives, glue or tape to affix pictures or decoration.
- 4 No additional or new locks or other similar devices shall be attached to any door without Landlord's written consent. Resident hereby gives authority to Landlord in the event of such change or in the event of a safety or security problem to gain access to the apartment by changing the locks or drilling out any unopenable locks. Landlord shall give 24 hours notice of such change or access unless there is an emergency maintenance issue.
- 5 Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.
- 6 Resident shall refrain from making any changes to the exterior appearance of the unit without the consent of the Landlord.

### **PARKING**

- 1 Resident shall display parking sticker (if applicable) as directed by Landlord.
- 2 Resident shall only use designated Resident parking or parking spaces as assigned by Landlord, and shall ensure that **guests park only in unassigned areas or designated guest parking areas**. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another Resident's designated parking space. (Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.)
- 3 Inoperable or unregistered vehicles are subject to towing at the vehicle owner's expense.
- 4 Vehicles must be parked completely within the parking stall. (Vehicles extending over the parking stall markers may be towed at the vehicle owner's expense)
- 5 No Recreational Vehicles, boats or trailers may be parked on the property. (Except properties where designated parking is available and Resident enters into a separate parking agreement with Landlord).
- 6 Residents are entitled to a maximum of one parking spot per leaseholder.
- 7 Any vehicle parked off of concrete / asphalt parking surface may be towed immediately with out prior notice to the owner of the vehicle at their expense.
- 8 Towing is done by an outside company and **Cedarbrook** Apartment Homes is not responsible for any claims against the towing company.

### **RECREATIONAL ACTIVITIES**

1. Residents under the age of 14 should never be left in the apartment or common area unless supervised by a parent or legal guardian.
2. No tree, wall or fence climbing of any nature is permitted on the property.
3. Playing or leaving toys, including bicycles, in the hallways or common areas is not permitted. Riding; bicycles, skateboards, roller skates, rollerblades and the like are not allowed on the premises.
4. For safety reasons, Residents under the age of **Sixteen (18)** are not permitted in the swimming pool unless accompanied by a parent or legal guardian.
5. For safety reasons, Residents under the age of **Sixteen (16)** are not permitted in the Fitness Center at any time. Residents between the ages of Sixteen (16) and 18 may be in the Fitness Center when accompanied by a parent or legal guardian.
6. Landlord reserves the right to refuse the use of the pool or fitness room to anyone at anytime.

### **GUESTS**

1. No persons other than the Residents and occupants identified and registered on your lease agreement may occupy your apartment without permission from Landlord. Any special situations, such as temporary custody, should be referred to Landlord. All guests must be accompanied by a Resident while using the recreational facilities. Residents have first priority on use of facilities. You are responsible for your guest's actions and activities. Visitors are subject to the same policies that apply to Residents and occupants.

2. Any Resident or guest who conducts themselves in an unreasonable or offensive manner shall be subject to removal. Landlord has the right to bar individuals from the premises. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Landlord. If Residents or guests violate the lease or any of the rules and regulations, it is grounds for termination of tenancy.
3. Persons staying longer than two weeks in the apartment are deemed to be Residents. All residents over the age of 18 years must be on the lease. Failure to follow this procedure will put you in breach of the lease and may result in legal action.

#### **LAUNDRY ROOMS (if applicable)**

1. Laundry Rooms hours are posted by the laundry facility.
2. The laundry facilities are operated by an independent laundry service and they are responsible for the repair and maintenance of the laundry machines. If machines are not working properly, please call the Resident Services Center. If you need a refund, please call the number of the laundry company, which is posted, in the laundry room.
3. Landlord is not responsible for loss or damage to personal items and clothing.

#### **KEYS/ACCESS**

1. In case of a lockout, only Residents or occupants whose names are on the lease will be issued a key by the Landlord during office hours. A photo ID is required for verification of residency and held until the key is returned. All keys from the office must be returned immediately. There will be a **\$25.00** charge for non-returned keys.
2. If a Resident is locked out after office hours, he/she will be responsible for contacting a locksmith and paying the locksmith for any charges. It will be the Resident's responsibility to inform the office of the lock out the following business day. The replacement lock must be identical to the one being replaced and a key must be furnished to the Landlord the following day. Should it become necessary for a maintenance person to assist you in a lockout after business hours, you will be required to pay, by check made payable to **Landlord** a **\$50.00** fee to the maintenance person prior to assisted admittance.
3. Residents may not have the lock changed without Landlord's written permission and Landlord receiving a key to the new lock. Should the Resident require a lock change because of lost or stolen keys please contact the office and it will be changed for a **\$50.00** charge per lock.

#### **POSTING OF SIGNS**

1. Posting of signs, flyers, handouts, or advertising is prohibited.
2. Soliciting is prohibited.
3. From time to time, Landlord may inform Residents of any business by posting notices on the Resident's door, in the Resident Services Center, and/or on a bulletin board on the property.

#### **WINDOW COVERINGS**

1. No awnings or window guards are to be used in or about the building. All windows must show the white vertical / mini blinds from the outside.
2. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Landlord before using any window covering visible from the exterior of the building.

#### **SATELLITE DISHES**

1. Satellite dishes are permitted on the property with prior written consent of Landlord
  - a) The location of the dish must be within the apartment, or on the patio or balcony, only if such space is considered as part of the premises as stated in the lease.
  - b) The Dish may not, in any circumstance, be installed on, or affixed to, attached or clamped to, any exterior building walls, roofs, windows, railings or posts
  - c) A Dish that meets the criteria for balcony or interior of the apartment installation may not protrude or extend outside any window or over a railing, even on a temporary basis.
  - d) Dishes are strictly prohibited from placement in any common areas of the community.

#### **PATIOS / BALCONIES / CARPORTS / COMMON AREAS**

1. The only items permitted on the patios and balconies are plants, and clean well maintained patio furniture. **All other items are not allowed at any time.**
2. **Satellite dishes are not allowed to show above the level of the balcony. In addition, the satellite cannot be mounted either temporarily or permanently to the premises and must not extend beyond the perimeter of the rental space.**
3. Common areas, such as landings, hallways, walkways, landscaped areas and in front of doorways must remain clear of all items at all times. This means residents may not place or store items in any of these areas. **If personal items, bicycles, satellite dishes, etc. are left in the common areas, they will be disposed of without notification to the owner of said personal items.**
4. Resident or guests are not permitted to loiter anywhere on the property.
5. Residents or guests are not allowed to smoke in the hallways.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
DATE

## ADDENDUM TO RENTAL AGREEMENT POOL RULES

1. The pool is to be used only between the hours of **10:00AM and DUSK.**
  2. The pool is reserved exclusively for use of Residents and their guests.
  3. No Diving.
  4. Any person under the age of Sixteen (16) shall not use the pool without a parent or legal guardian present.
  5. No food may be served or eaten in or around the pool area at any time without Landlord's consent. Refreshments must be served in unbreakable containers.
  6. No alcoholic beverages shall be served or consumed in or around the pool area at any time. No person under the influence of alcoholic beverages is permitted in or near the pool.
  7. Running and jumping, "horseplay", fighting, boisterous, or dangerous conduct, and/or any noisy behavior disturbing to the other Residents, is forbidden in or around the pool area.
  8. No radios, record players, or other musical instruments may be used in or around the pool area without consent of the Landlord.
  9. Residents and their guests are required to be properly attired at all times, going to and from, in or around the pool area. **Full cover swimsuits are required to utilize the pool at all times.**
  10. Showering is required prior to using the pool. Those using the pool shall dry themselves off before leaving the pool area.
  11. Residents and guests will place their own towels over pool furniture when using suntan oil or other lotions.
  12. No toys, inner tubes or any other objects whatsoever will be allowed in the pool at any time.
  13. Safety equipment is not to be used except in case of emergency.
  14. **NO LIFEGUARD WILL BE ON DUTY.** Persons using pool facilities do so at their own risk. Resident hereby assumes all risk for themselves/occupants or guests. Landlord is not responsible for accident or injury. Landlord is not responsible for articles lost, damaged, or stolen.
  15. Landlord reserves the right to refuse use of the pool at any time for any reason.
- The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

**This Agreement is executed on \_\_\_\_\_**

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
DATE

**ADDENDUM TO RENTAL AGREEMENT  
RENTER’S INSURANCE DECLARATION**

The Residents understand that the property or liability insurance coverage purchased by Landlord is not intended to protect against loss or damage (i.e., burglary, vandalism, fire, smoke, flood, or any other perils) to my personal property or belongings or to protect against loss or damage resulting from my or my guests/occupants actions. I also understand that by not having personal liability or Renters insurance, I will be liable to third parties and to LANDLORD for certain perils and understand that I should not expect Landlord to be responsible for such losses :

X\_\_\_\_ **I WILL PURCHASE COVERAGE.** I recognize my need for renter’s insurance and will purchase coverage.

X\_\_\_\_ **I HAVE COVERAGE.** I have and will maintain throughout the term of my lease the following coverage:

INSURANCE COMPANY: \_\_\_\_\_  
LIABILITY LIMIT: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_  
PROPERTY LIMIT: \_\_\_\_\_

X\_\_\_\_ **I DO NOT HAVE COVERAGE.** Although I recognize my need for insurance, I will not be obtaining such insurance coverage and will be personally responsible for any property or liability damage to the property manager’s, owner’s, or third party’s property as a result of my or my family’s action.

I understand and agree that it is my (Residents) responsibility to purchase my own Renters insurance and that I am responsible for the security and condition of the property in my apartment. I further agree that I am responsible for any damage done to the property by me /my guests or occupants directly or indirectly.

\_\_\_\_\_

Resident

\_\_\_\_\_

Date

## **ADDENDUM TO RENTAL AGREEMENT ASBESTOS CONTAINING MATERIAL FACT SHEET AND GUIDELINES**

It is our goal to maintain the highest quality living environment for our residents. Therefore it is important to keep our residents informed about their apartment home and the materials used in its construction.

Building materials that were manufactured before 1978 can potentially contain asbestos. Common asbestos containing materials include vinyl tiles, roofing materials, ceiling tiles and textures, wall finishes, pipe insulation and sprayed on insulation. Asbestos containing materials that are disturbed can present a hazard. The most common hazards are loose fibers, which can be inhaled potentially causing cancer and other respiratory diseases. Asbestos only presents a health hazard when fibers become airborne and are inhaled. The mere presence of asbestos containing materials does not represent a health hazard. Resident agrees to maintain the premises in a manner that prevents the disturbance of building materials, including walls, ceilings and floors.

1. Resident agrees not to disturb damage or penetrate the building materials, including but not limited to roofing materials, ceiling, floor tiles, walls, or insulation.
2. Resident agrees to immediately report a disturbance, breakage, damage, or the presence of friable building materials to Landlord.
3. Resident agrees to indemnify and hold harmless **Landlord** against any action, claims, losses, damages and expenses, including, but not limited to, attorneys' fees that **Landlord** may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying or using the premises.

**This Agreement is executed on**

By: \_\_\_\_\_  
Resident

\_\_\_\_\_ Date

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

**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, Landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure (Initial)**

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

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Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check one below):

\_\_\_\_\_ Landlord has provided the lessee with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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\_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (Initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

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

**Agent's Acknowledgement (initial)**

(e)  Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The Landlord and Agent for Landlord have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Resident hereby acknowledges receipt of this disclosure:

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RESIDENT

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DATE

## ADDENDUM TO RENTAL AGREEMENT MOLD NOTIFICATION

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Landlord has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Landlord of any leaks, moisture problems, and/or mold growth.

1. *Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities.*
2. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
3. Resident agrees that Resident has an obligation to immediately notify Landlord of any water intrusion, including but not limited to plumbing leaks, drips or "sweating" pipes.
4. **Resident agrees to notify the Landlord of overflows from bathroom, kitchen or unit / common** laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
5. Resident agrees that Resident has an obligation to immediately report to the Landlord any significant mold growth on surfaces inside the premises.
6. Resident agrees to allow the Landlord or its contractors to enter the unit to inspect and make necessary repairs.
7. Resident agrees to use bathroom fans while showering or bathing and to report to the Landlord any non-working fan.
8. Resident agrees to use exhaust fans whenever cooking, dishwashing or cleaning.
9. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
10. Resident agrees to clean and dry any visible moisture on window, walls and other surfaces including personal property as soon as reasonably possible (Note: Mold can grow on damp surfaces within 24 to 48 hours).
11. Resident agrees to notify the Landlord of any problems with the air-conditioning or heating systems that are discovered by the Resident.
12. Resident agrees to indemnify and hold harmless the Landlord from any action, claims, losses, damages, and expense, including but not limited to attorneys' fees that the Landlord may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

By: \_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
Date

## **ADDENDUM TO RENTAL AGREEMENT UTILITY BILLING PROGRAM**

This addendum is entered into by and between LANDLORD and "Residents"

In consideration of their mutual promises, Landlord and Resident agree as follows:

- 1** Resident is renting from Landlord.
- 2 This Addendum shall be and is incorporated into the Rental Agreement/Lease between Landlord and Resident.

**Notwithstanding anything to the contrary herein, Resident agrees to pay for utilities in addition to Rent (The utilities referred to include water, sewer, trash, electrical usage, gas and other utilities used for the benefit of the community. All such utility costs shall be deemed additional rent and paid in addition to the then in effect monthly rent, on or before the next rental due date. If utility costs are paid late, Resident shall incur applicable late fees.) It is also agreed between Resident and Landlord that if payments for utilities are not made when due, they will be considered a substantial default under the terms of the lease. Landlord reserves the right to add delinquent utility charges and any late fees to Resident's account and / or to deduct the final bill, including any outstanding charges and fees, from the security deposit, if applicable. Resident agrees that Landlord may bring proceedings for eviction if utility charges are not paid.**

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Resident

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Date



## ACCEPTANCE OF KEYS/GARAGE AND GATE REMOTES/PARKING PASSES

I/(We),  
Resident(s) of:

do hereby acknowledge the acceptance of:

2 Apartment Key(s)                      1 Mail Key

I(We) understand that the above set of keys; controlled access devices/passes, remotes, and parking tags are the only set that will be provided during the term of the lease agreement. No additional items will be provided unless this practice is within community-specific standard procedures and Landlord is in agreement. Charges for additional items may apply where applicable.

**I(We) understand that I(We) am(are) responsible to return the above items to Landlord upon move-out and I(We) will not make duplicate keys without first consulting Landlord.**

In the event that I(We) do not return or I(We) misplace any of the keys, controlled access devices/passes, remotes, or parking tags, the following charges will apply per item:

**\$35.00** Apartment key(s)                      **\$50.00** Mail Box Key(s)

By: \_\_\_\_\_  
Resident

\_\_\_\_\_  
Date