

Privacy and convenience are best achieved by people living together with some mutually agreed upon understandings. We ask that you and your neighbors consent to certain rules designed to help maintain community appearance and tranquility.

Your new home is rented under the following conditions:

This lease is made this _____ day of _____, 2010, by and between _____, Owner, and _____, Tenant.

The person authorized to occupy the premises is _____, Tenant.

ADDRESS of premises: _____

OWNER of premises: _____ Tel. No. _____

TERM of Lease begins on _____ and expires on _____

RENT DUE for the full term: _____

RENT shall be paid in advance on the first of each month in full installments of

Rent paid after the 5th of the month is subject to a \$50.00 late fee.

RENT CHECKS are to be made payable to: _____

RENT CHECKS are to be dropped off or mailed to:

Or any other place designated by the Owner.

ALL necessary payments shall be made before possession of the premises is taken.

FIRST MONTH'S RENT	
PRO-RATED	
SECURITY	
LAST MONTH (if applicable)	
TOTAL DUE before you take possession	
LESS DEPOSIT	
TOTAL DUE	

1. **PARKING:** This lease include parking space for _____ passenger automobile(s). Disabled vehicles and unregistered vehicles may be removed by the Owner at the removal. No trucks, boats, trailers, or motorcycles may be parked on the premises Tenant's expense at any time. All Tenants will cooperate with the Owner to permit snow without prior written permission.

2. **UTILITIES:** The monthly rent shall include the following checked utilities.
 Electric Heat Hot Water
We shall not be liable for failure to furnish any of the above utility services. We shall, however, exercise reasonable diligence to correct such failure. In the event that the cost rate of any utility (as defined herein) supplied to, or used in the building or buildings, of which your apartment is a part, shall be increased at any time during the term of this lease over the cost rate in effect on the initial date of this lease, you hereby agree to pay, as part of your monthly rental payment, the increased cost of said utility's cost rate, to be pro-rated to all Tenants on a monthly basis. Utility as used in this paragraph shall mean electric, gas (natural, liquid or propane), water, hot water, and oil, as applicable.

3. **SECURITY DEPOSIT:** Upon termination of the tenancy, you shall be given the full security deposit minus any amount of unpaid accrued rent and the amount of physical damages to the premises, other than ordinary wear and tear. Any such deductions will be itemized in a written notice. This notice, along with the amount of security deposit due, will be delivered to you within twenty (20) days after you have vacated the premises, returned the keys to us, and provided us with your forwarding address.

4. **DAMAGES TO PREMISES:** You agree to pay for repair of the premises when caused by your misuse or that of your family or visitors. WE SHALL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS OF YOUR PERSONAL PROPERTY STORED IN OR ABOUT THE PREMISES. FOR THIS REASON, WE ENCOURAGE YOU TO PROTECT YOUR PERSONAL PROPERTY WITH YOUR OWN INSURANCE.

5. **USE AND OCCUPANCY:** You shall personally use and occupy the premises solely as a private dwelling. You agree that the number of occupants is not to exceed the number shown in this lease. In the event that any person using the premises occupied by you or visiting the same shall suffer any fall or other injury, such person shall report to the Owner the date, time, place and conditions of such occurrence and the names of all persons who have witnessed the same. Such report shall be given not later than the next business day after the occurrence.

6. **PLUMBING:** The water closets and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, or any other improper articles be thrown into them. Any damage to the building caused by the misuse of such equipment shall be paid by you.

7. **DISTURBING NOISES:** You and any person on the premises with your consent agree not to disturb your neighbors' peaceful enjoyment of the premises. You agree not to make or permit to be made any disturbing noises. You shall keep the volume of any radio, stereo, TV, or musical instrument in your apartment sufficiently reduced at all

times, so as not to disturb other tenants in the building. You shall not conduct, or permit to be conducted, vocal or instrumental practice or instruction in the premises.

8. **TENANTS STATUTORY OBLIGATIONS:** The law specifically requires you, as a tenant, to: 1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; 2) keep that part of the premises that you occupy and use as clean and safe as the condition of the premises permit; 3) dispose from your dwelling unit all garbage, rubbish and other waste in a clean and safe manner; 4) keep all plumbing fixtures in the dwelling unit or used by you as clean as their condition permits; 5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances including elevators in the premises; 6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so; 7) conduct yourself and require other persons on the premises with your consent to conduct themselves in a manner that will not disturb your neighbors' peaceful enjoyment of the premises.
9. **SUBLETTING/ASSIGNMENT:** You may sublet the premises provided you get our prior written consent. As a condition of such subletting, such other persons shall be bound by the terms of this Lease and shall acknowledge such fact by executing a copy of this Lease. Despite any sublet, you agree to be bound by this Lease until the term expires and your security deposit shall not be released until the expiration of the term. You may not assign this Lease.
10. **PETS:** no animals, birds or pets of any kind shall be permitted in the premises without our prior written consent. The granting of consent to others shall in no way be deemed the granting of consent to you, nor obligate us to grant consent to you.
11. **ALTERATIONS:** You shall not remodel, paint or make any structural changes to the premises, nor shall you attach or remove any fixtures without our prior written consent.
12. **ACCESS:** To provide both routine and emergency maintenance service, we retain a key to your apartment. Service requests placed by you shall be answered in a reasonable time. Except in case of emergency or unless it is impracticable to do so, we will give you at least two (2) days or forty-eight (48) hours notice of our intent to enter and will enter only at reasonable times. If we enter the apartment in your absence, we shall leave our card explaining the purpose of our call and the name of our representative. We reserve the right during the term of your tenancy to show your apartment to prospective tenants. Lessee agrees to notify Lessor immediately when maintenance is required.
13. **ABANDONMENT:** If during the term of your tenancy, you abandon the apartment, the Owner will send a letter to you stating that unless a reply is received from you within seven (7) days, the Owner shall re-rent the premises. In the event you shall be absent from your apartment for a period of more than ten (10) consecutive days, notice of such fact must be given to the Owner no later than the first (1st) day of the extended absence prior to departure. If you vacate the premises without notice to Owner, remove substantially all possessions from the premises and do not pay rent for more than fifteen (15) days, abandonment has occurred.
14. **RULES AND REGULATIONS:** Water beds cannot be used in the premises without prior written consent. Consent will be granted only if you give proof of insurance coverage.

From time to time, it may be necessary to change our rules and/or adopt new rules. Written notice of said changes and/or adoptions will be sent to you.

15. **STORAGE:** You may use storage space provided for you outside your apartment, when available, without additional charge, but at your own risk. Only storage space so designated by the Owner may so be used.
16. **ELECTRIC LIGHT BULBS:** You agree to supply your apartment with electric light bulbs and fuses at the time you move in. Should battery activated Smoke Detectors be supplied, you agree to maintain and replace same.
17. **RUBBISH:** We shall provide suitable waste containers for your use for city trash collection. You agree to bring your trash container to the curb for pick-up and to bring the container back from the curb. You agree to place no rubbish on patios, in halls, or any other common areas.
18. **HALLS:** No receptacles, bikes or other property or obstructions shall be placed in the halls or other common areas or passageways. This violates state and local fire regulations.
19. **LAUNDRY:** We may provide laundry washing and drying equipment in the building which may be operated at your own risk. You agree not to hang or place laundry on the exterior of any building or lawn. You agree not to install a washer or dryer in your unit without first receiving written consent.
20. **LOCKS AND KEYS:** We shall provide a lock for your exterior doors which is considered safe by our industry. So as not to restrict our ability to provide you with maintenance and emergency service, you agree that no additional locks shall be placed upon any doors of the premises nor shall locks be changed without prior written consent. Upon termination of this Lease, you shall return all keys to the premises. A reasonable charge will be made for lockouts.
21. **EXTERMINATION:** The presence of pests or vermin should be brought to the the situation. immediate attention of the landlord, so that the landlord has the opportunity to remedy
22. **MOVING:** So as not to disturb neighbors, the moving of furniture is permitted to and from the premises between the hours of 8:00 AM and 6:00 PM only. Any packing cases or boxes which are used in moving must be removed by you. You authorize that we may keep moving companies or trucks off the premises if your rent is not paid in accordance with the terms of this Lease.
23. **FIRE HAZARDS:** You shall not permit any hazardous act which might cause fire or that will increase the rate of insurance on the premises. If the premises become totally uninhabitable by reason of fire not caused by your negligence, your family or visitors, the rental herein shall be suspended (along with Tenant's corresponding obligation to pay rent) until the same has been restored to a habitable condition. We are not obligated to rebuild or restore the premises. You are responsible for any costs incurred by your negligence or the negligence of any person on the premises with your permission or implied consent.

- 24. REMOVAL FOR BREACH OF RENTAL LEASE:** If we, at any time, find your conduct or the conduct of such persons on the premises with your consent in noncompliance with this lease, we will send you a written notice that such conduct is considered a breach of the Lease and that if you do not remedy the breach within twenty (20) days of the mailing of the notice, this Lease will terminate and we will commence eviction proceedings against you. A second notice of noncompliance sent to you within six (6) months of the first notice will result in termination of this Lease.
- 25. DELINQUENT RENT PAYMENTS:** If we fail to receive your monthly rent installment within five (5) days of the due date, you may be charged a late payment charge. No demand for rent, either written or oral, is required. If any part of the rent is due and in arrears for fifteen (15) days, we will send you a written notice specifying the amount of rent in arrears, making demand for same and notifying you that unless you pay the amount in arrears within five (5) days of the mailing of the notice, this Lease will terminate and eviction proceedings will commence. Tenant shall pay all of Landlord's reasonable costs, expenses, and attorney's fees for collection or eviction actions.
- 26. NOTICE AND EXTENSION ON LEASE:** The Tenant shall be obligated to give to the Owner at least 45 days prior to the end of the rental term, a written notice as to whether or not the tenant wishes to extend or terminate the term of this Lease. This notice must be sent to the office where the rent is paid. This provision does not give the Tenant any right to hold over at the expiration of the term of this Lease. If Tenant remains in possession without the Owner's consent, Owner may commence an eviction action. If no such notice is received, Tenant becomes a Tenant from month to month in the event the Owner shall permit the Tenant to remain in the premises beyond the end of the term. All the terms and conditions of this Lease shall remain in full force during any month to month tenancy hereunder. The Owner or Tenant may terminate a month to month tenancy by a written notice to the other with a termination date no earlier than the last day of the following month.
- 27. REPRESENTATIONS AND APPLICATIONS:** We enter into this Lease with you on the basis of the representations contained in the application which is made part of this Lease, and, in the event any of the representations contained in the application shall be found to be misleading, incorrect or untrue, we shall have the right to cancel this Lease and to repossess the premises.
- 28. REMOVAL OF PERSONAL PROPERTY:** If after violation of any provisions of this Lease, or upon the expiration of this Lease, you move out and fail to remove any of your personal property or that personal property of anyone else being kept in the apartment by your own volition, then the personal property shall be deemed abandoned and we shall have the right to remove it.
- 29. CANCELLATION-EMINENT DOMAIN:** In case of sale or condemnation by eminent domain of the leased premises, this Lease will automatically become null and void. Any and all damages awarded for such taking for public purpose shall belong to and be the property of the Owner.
- 30. MORTGAGE:** You acknowledge that we have executed a mortgage on the premises and thereby agree to subordinate your Lease to the existing mortgage or to any new mortgage that should be executed on the property. Your execution of this Lease hereby constitutes and appoints the Owner as Tenants attorney-in-fact to execute any such certificate or

document necessary to achieve any original financing or refinancing desired by the Owner. If the Owner shall require any estoppel letter of other document, you agree to execute such document immediately upon receipt of the same.

- 31. **ADDITIONAL PAYMENTS:** You agree to pay in addition to all monthly rental payments, proportionate increases in municipal personal property and realty property taxes, and increases in utility rates as expressed above: all late charges, awarded attorney's fees and court costs for breach of this Lease; cost or repairs, replacement and redecorating and/or refurbishing the premises of any fixtures, systems of appliances caused by other than ordinary wear and tear; and reasonable cleaning expense, provided you do not leave the premises in a clean and rentable condition at the time you vacate.
- 32. **SEPARABILITY OF CLAUSES:** If any clause or paragraph of this agreement shall be determined to be unconstitutional, illegal or void by any Court of competent jurisdiction, the remaining clauses or paragraphs shall continue in full force and effect.

The undersigned parties agree that they have read and understand the provisions of this Lease. It is further agreed that by the signing of this Lease, the Tenant will be bound to all the terms and regulations contained herein.

TENANT

DATE

TENANT

DATE

TENANT

DATE

OWNER/AGENT

DATE