

#### **ARTICLE 4: USE OF APARTMENTS AND OCCUPANTS**

The Apartment shall be used for living purposes only. The Apartment may be occupied by the Tenant and by the immediate family of the Tenant or Tenants and by Occupants. Tenant agrees that, in the absence of written permission from Landlord to the contrary, they will use the premises solely as a private dwelling to the persons named on Page 1 of this Lease Agreement.

Guests remaining in an Apartment in excess of one (1) week shall be considered to be unauthorized Occupants, and this fact shall constitute a breach of the Lease unless Landlord has previously consented thereto in writing.

Tenant agrees not to use or permit the use of the Apartment for unlawful purposes, and agrees not to disturb or unreasonably interfere with the rights, comforts or conveniences of other Tenants or Occupants of the "Complex", nor to create or permit any nuisance affecting the rights of others.

Tenant shall in no event make, or permit the Occupants of the Apartment, or Guests or Visitors, to make within or near the Apartment or on the property of the "Complex" any disturbing noises, loud music or other sounds, such as hi-fi, television, radio or other similar devices before 8:00 A.M. or after 11:00 P.M., which may annoy or interfere with the rights, comforts or conveniences of others, except at a volume that is inaudible from outside the Apartment; at all other times, Tenant shall operate such devices so as not to disturb or annoy other Tenants of the "Complex".

Any violation of this Article shall be a substantial violation of the Lease, and grounds for termination at the option of the Landlord.

#### **ARTICLE 5: PARKING**

There are no assigned parking spaces. If a Tenant is disabled and has a special license plate denoting this condition, Tenant may arrange with Management to install a reserved sign in a nearby parking space.

Parking of boats, trailers and campers is permitted only in spaces allotted by Management. These types of vehicles are not permitted to be parked in other areas.

The parking areas are to be used only for passenger cars and 3/4 ton or less trucks actually in daily use. Parking areas may not be used for storage of unregistered vehicles. A "Three Day Notice of Removal" shall be attached to any such vehicle, and it will be towed away and stored at Tenant's expense; these expenses shall be deemed additional rent.

No repair work to any type of vehicle will be permitted on the premises. Any vehicle leaking oil or any other fluids should be removed from the property for repair and maintenance. The cost of repair and maintenance to parking areas due to fluid leaks is the responsibility of the tenant(s), occupant(s) or guest(s) of tenant as named to the lease agreement.

No washing of vehicles will be permitted.

Parking on lawns will result in immediate towing of vehicles, and the cost will be paid by Tenant, including additional storage costs.

Never drive a vehicle on the lawn, including moving vans. Damage to lawns is the responsibility of the Tenant.

#### **ARTICLE 6: TENANT'S QUIET ENJOYMENT**

Subject to the terms of this Lease, and so long as Tenant is not in default, Tenant may peacefully and quietly have, hold and enjoy the Apartment for the term of the Lease. Tenant acknowledges that it is not a breach of this Lease by Landlord if other Tenants disturb or disrupt other Tenants or persons.

#### **ARTICLE 7: UTILITY AND OTHER CHARGES**

Charges to be paid by Tenant: Tenant must pay for his own electricity and/or gas consumption, if so required by their Lease Agreement until the last date of Lease expiration regardless of whether said tenant occupies the apartment. . Tenant must personally apply in his own name to the power company for electricity and/or gas and must pay directly to the public utility, any security deposit that may be required in order to supply electricity and/or gas to the apartment. Tenant shall also pay for all additional services, such as telephone, laundry, and cable television (if cable television is supplied to the "Complex"). The cost of the foregoing additional services is not included in the monthly rent, subject to the requirements of the Lease Agreement.

#### **ARTICLE 8: ADDITIONAL ELECTRICAL APPLIANCES**

There are no provisions for, nor are any Tenant owned washers or dryers allowed to be installed in the Apartment or basement. The Tenant shall not install any additional refrigerators, freezers or air conditioners. These may overload the electrical system and cause a fire. Tenant acknowledges this is a material breach of the Lease, and Landlord may terminate Lease pursuant to Article 26.

#### **ARTICLE 9: HEAT AND AIR CONDITIONER CONTROLS, OVEN & RANGE**

If a Tenant is away on vacation, or on a trip during the winter months, it is required that the heating thermostats be set in a low position, but not "off." This is to assure that the water pipes will not freeze. The Tenant shall be responsible for all damages resulting if the above occurs due to Tenant's negligence.

No air conditioners are to be left running unless the Apartment is occupied. Overloaded air conditioner compressors sometimes heat up and cause a fire before the electrical breakers disconnect, whereby black acrid smoke may be blown throughout the Apartment by the air conditioner fan. If a Tenant is home, the unit can be unplugged or the circuit breaker shut off before any damage occurs. Tenant will be responsible for all damages if an official fire investigation determines that air conditioners, ovens/stoves, ranges, coffee makers or other electrical appliances were left in operation in Tenant's unoccupied Apartment, and such appliance was the cause of the damage.

#### **ARTICLE 10: PETS - LIQUIDATED DAMAGES:**

No cats, dogs or other animals or pets shall be allowed on the premises or in the Apartments and buildings. The reason Landlord will not allow cats and dogs is because of the damage they can cause to the Apartment carpeting and woodwork.

TENANT ACKNOWLEDGES THAT IT IS A MATERIAL BREACH OF THIS LEASE TO ALLOW PETS. IF TENANT VIOLATES THIS LEASE PROVISION, TENANT AGREES TO PAY LANDLORD LIQUIDATED DAMAGES IN THE SUM OF \$1,000.00, AND THIS AMOUNT OF \$1,000.00 IS DEEMED ADDITIONAL RENT. Small birds kept in a cage, and small fish aquariums will be permitted. If fish are kept, it is necessary that the Tenant provides the Landlord with a "Renters Apartment Insurance Policy" certificate showing Tenant has liability insurance in case of accidental flooding of the fish tank.

#### **ARTICLE 11: WATER FILLED FURNITURE**

Water filled furniture (one piece) is allowed in the Apartment under the following conditions:

- a) Tenant must have a "Renters Insurance Policy" covering his liability in case of flooding of Landlord's or other Tenants' property. The Tenant shall furnish Landlord a certificate of the insurance coverage.
- b) Water-filled furniture is allowable only with the written consent of landlord.

#### **ARTICLE 12: FIRE AND HAZARD INSURANCE AND RENTERS INSURANCE**

- a) The Landlord has fire, hazard and liability insurance to cover his property. NONE OF THE TENANT'S PROPERTY IS COVERED BY THE LANDLORD'S INSURANCE. Landlord does not have an insurable interest in the Tenant's property.

Resident shall maintain at all times during the Term of this Lease at Resident's sole expense, a standard type of tenant's or renter's homeowners insurance policy, or its equivalent issued by a licensed insurance company. Such policy shall provide limits of liability of (i) \$100,000 personal liability, and (ii) the greater of \$10,000 or the full replacement value of Resident's personal property, or greater amounts as may be needed as determined by Resident. To the greatest extent allowed by law, Resident hereby (a) releases Landlord and Landlord's Related Parties from any and all claims for damages or loss to Resident's personal property (including any deductible and including loss caused by earthquake or other Insurable Event.) and from and all claims for personal liability, damages or loss in, on or about the premises that are caused by or loss caused by fire, theft, rain, water overflows and leakage, and (b) waives any and all rights of recovery and rights of subrogation against Landlord and Landlord's Related Parties in connection with any damage, claim or loss that is or would be covered by Resident's insurance coverage

#### **ARTICLE 13: LANDLORD'S INABILITY TO PROVIDE POSSESSION**

In the event the Apartment is not ready for occupancy at the date this Lease is to start by reason of making any alterations, improvements, decorations, repairs or construction of the Apartment, or to the building the Apartment is located in, or because of a hold-over Tenant, this Lease shall remain in full force, but the Tenant will be charged rent only for the time Tenant occupies the Apartment. The ending date on the Lease will not be affected.

In the event Landlord is unable to provide possession of premises after 45 days from start of Lease Term, Tenant may cancel, and any monies paid will be refunded.

#### **ARTICLE 14: ASSIGNMENT**

The Landlord may assign this Lease at any time.

#### **ARTICLE 15: SUBORDINATION**

This Lease is subject and subordinate to all ground or underlying Leases and mortgages which may now or later affect the real property of which the Apartment forms a part, and to all renewals, modifications, replacements and extensions of the Lease.

#### **ARTICLE 16: CABLE TELEVISION, TELEPHONE SERVICE, AND LIGHT BULBS**

Cable television outlets already installed within the Apartment before the start of the Lease are the only ones provided by the Landlord. Any and all fees pertaining to the installation, or other fees, are solely that of the Tenant.

The telephone outlets and/or jacks that are in the Apartment at the time the Lease starts are the only jacks that the Landlord supplies. Phone service and installation can be ordered from the telephone company directly by the Tenant at the Tenant's expense.

The Landlord delivers the Apartment to the Tenant with all the electric light bulbs in working order. It is the Tenant's responsibility to replace them as needed, and to have all the bulbs in working order when Tenant vacates the Apartment.

#### **ARTICLE 17: ALTERATIONS, REPAIRS; LANDLORD'S RIGHT OF ENTRY**

##### **17.1 Alterations**

Tenant may not make any alterations, additions, or improvements to the Apartment without the prior written consent of Landlord. If said consent is requested and obtained, the alterations, additions or improvements shall become the property of Landlord when the work is completed and paid for. The alterations, additions or improvements shall remain a part of the Apartment at the end of the term. However, Landlord has the right to require that Tenant remove any alterations, additions or improvements before the end of the term. Landlord shall so notify Tenant with a reasonable time prior to the end of the term, and Tenant shall make the removal in a good and workmanlike manner at Tenant's own cost and expense.

In the event Landlord consents to Tenant's making any alterations, additions or improvements to the Apartment, Landlord shall not be liable to pay for any work, labor, services or materials furnished to or for Tenant, and no mechanic's or other liens for such work, labor, services or materials rendered or furnished to or for Tenant shall attach or effect the title or interest of Landlord in the Apartment or the building in which the Apartment is located.

If a mechanic's or other lien is filed against the Apartment or the building in which the Apartment is located as a result of Tenant's failure to pay for the work, labor, services or materials for Tenant's alterations, additions or improvements, Tenant must immediately pay or bond, or otherwise discharge, the lien. If Tenant fails to discharge the lien within twenty (20) days after Tenant is given notice of the lien, Landlord may do so at Tenant's expense. Landlord's costs and expense, including reasonable attorney's fees, of arranging for the discharge of the lien, and/or to satisfy or defend any claim based upon the lien, shall be considered Additional Rent.

##### **17.2 Repairs**

Tenant agrees to keep and maintain the Apartment clean, sanitary and in good order and repair at Tenant's expense. Tenant agrees to be responsible for all repairs, replacements, and any damage to the apartment or any of the equipment, appliances, or fixtures in the Apartment or in the "Complex" arising from the willful acts or negligence of Tenant, Occupant, or Tenant's guests, visitors, or agents. All such repairs and replacements shall be made by qualified persons approved by Landlord, and shall be made in a good and workmanlike manner. Should Tenant fail or refuse to make such repairs or replacements after notice from Landlord, Landlord may make the necessary repairs or replacements, and the costs incurred by Landlord shall be considered Additional Rent to be paid by Tenant.

Landlord shall provide light bulbs for all lighting fixtures in the Apartment at the commencement of the Lease. However, it shall be Tenant's responsibility to make necessary replacements thereafter at Tenant's own cost and expense.

### **17.3 Landlord's Right of Entry**

If at any time Landlord shall deem it necessary to enter the Apartment for the inspection, protection, maintenance or repair of the Apartment, or any property located in the Apartment, or any other Apartment or property of Landlord adjoining the Apartment, or for compliance with a Court Order, the agents or employees of Landlord may enter the apartment without affecting the relative rights and obligations of Landlord and Tenant(s) under the Lease and the Landlord shall not be deemed responsible for damages by reason of such entry. Tenant acknowledges that Landlord's right of entry shall not impose upon Landlord any responsibility for the care, maintenance or supervision of the Apartment, or any property located in the Apartment.

**During the last 30 days of the Lease term**, Landlord shall have free access to the Apartment in order to make repairs or redecorate the Apartment for the next Tenant, and Landlord shall have the right, during the last thirty (30) days of the Lease term, to show the Apartment to prospective Tenants.

### **ARTICLE 18: TENANT'S APPLICATION FOR APARTMENT, RULES AND REGULATIONS**

The Tenant's Apartment application becomes a part of this Lease. The attached Rules and Regulations become a part of this Lease.

### **ARTICLE 19: LANDLORD'S OBLIGATIONS AND RESPONSIBILITIES**

**A.** Landlord shall pay all mortgage payments to the mortgagee.

**B.** Landlord shall pay the common area utility bills and any others which Landlord is liable for.

**C.** Landlord shall pay the water and sewer charges levied on the Apartment.

**D.** Landlord shall pay the Real Estate Taxes and school taxes, and any special assessments.

**E.** Landlord shall pay the trash removal costs.

**F.** Landlord shall pay the snow removal costs.

**G.** Landlord shall pay the landscaping costs.

**H.** Landlord shall pay to have extermination service as needed. Tenant(s) may be required to reimburse landlord for extermination.

**I.** Landlord shall pay the maintenance of electrical appliances which Landlord has provided.

**J.** Landlord shall pay to have the common areas in buildings cleaned and in good repair.

**K.** Landlord shall pay to have the building roofs in good repair.

**L.** Landlord shall pay to have the building siding, brick, trim, doors, etc., in good repair.

**M.** Landlord shall provide a coin operated laundry room for Tenants to use.

**N.** APARTMENT PAINTING AFFIDAVIT: Landlord shall hire a Painting Contractor to paint the walls of an Apartment before occupancy by Tenant or after occupancy, if for some reason Landlord's Painting Contractor cannot perform his work before Tenant moves into the Apartment. The Landlord's Painting Contractor shall sign an "Apartment Painting Affidavit" listing the painting that was done. The Landlord's Resident Manager or other agent will inspect the workmanship and also sign that form, when and if workmanship passes inspection.

**O.** APARTMENT SERVICE CHECKLIST: Landlord shall hire a skilled maintenance person to perform an "Apartment Service Checklist" in the Apartment. This list has items to be inspected for service requirements. If any items need repair or replacement, the work is done then. This form is signed by the person doing the work. The Landlord's Resident Manager or another agent inspects the workmanship, and this person also signs the form, when and if workmanship passes inspection.

**P.** APARTMENT CLEANING CHECKLIST: Landlord shall hire cleaners to clean the Apartment before occupancy by Tenant, or after occupancy if for some reason cleaners cannot do it before Tenant moves into the Apartment. The cleaners will sign the "Apartment Cleaning Checklist" form, and the Landlord's Resident Manager or other agent, who will also sign this form, when and if the workmanship passes inspection, will inspect the workmanship.

**NOTE:** If a Tenant is not satisfied with the Apartment painting, service or cleaning performed in the apartment, Tenant must notify Landlord in writing within 5 days from the start of this Lease. Landlord shall arrange a face-to-face meeting with the Tenant, Resident Manager or other agent who signed off the work and the Painting Contractor, Cleaning Person or skilled Maintenance Person who performed the work.

The Resident Manager will bring to this meeting, held in the Apartment, copies of any one or all of the "APARTMENT PAINTING AFFIDAVIT" or "APARTMENT CLEANING CHECKLIST" so that the work can be re-inspected and discussed between the parties. Landlord will make every reasonable effort to satisfy the Tenant. It must be understood that the apartment is not new, and it has had wear and tear over the years. Landlord understands that normal wear and tear will continue during this Lease. Landlord will not charge Tenant for normal wear and tear.

**Q.** Landlord shall provide and pay for the maintenance of the Landlord's property that is in the Tenant's Apartment, such as doors, locks, plumbing, and electrical malfunctions. Tenant may call the Resident Manager's office and request a Work Order be written.

**R.** Landlord shall either (1) re-paint the Apartment walls, OR (2) shampoo the Apartment carpets at Tenant's request after starting of the 3rd year Lease. There will be no charge by Landlord.

**S.** Landlord shall do his best to settle any differences that Tenants may have with one another over noise, children playing loudly, etc. The Landlord's Resident Manager will set up a meeting for all parties to meet and try to settle any problems.

**T.** Landlord is available at his office by appointment, or may be called at the office. All calls will be returned if Landlord is not in. It is required that all requests, matters dealing with the Lease and complaints be written and sent to the Management address on the front of the Lease.

**U.** MOVE IN/MOVE OUT CHECK LIST: Landlord shall have the Resident Manager or other agent perform a "Move In/Move Out Checklist" on the Apartment. This form lists the condition of the Apartment before move-in, and the same form is used to check the condition of the Apartment on move-out. Both the Landlord's Agent and the Tenant sign the form on both inspections. Tenant is given a copy after both inspections. If Tenant discovers an item overlooked on the move-in inspection, Tenant may write the landlord indicating additional item, or

items, within 5 days, and Landlord's agent will arrange for a re-inspection. If Landlord's agent agrees, the move in/move out inspection report will be amended.

**V. NONDISCRIMINATION:** In the performance of its obligations under this Lease, the Landlord and Tenant will comply with the provisions of all Federal, State or Local Laws prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, familial or marital status, sexual orientation or disability.

#### **ARTICLE 20: TENANT'S OBLIGATIONS AND RESPONSIBILITIES**

**A.** Tenant shall be careful not to damage any of Landlord's property. Be sure to use a cutting board when slicing food on the kitchen countertops. Clean the range and oven before spilled food is baked on permanently. Remember - Tenant shall be responsible for any and all damage to the Landlord, other Tenants, guests, invitees or their property, which has been caused by Tenant or his children.

**B.** Tenant shall make no alterations, decorations, additions or improvements in or to the leased premises without Landlord's prior written consent.

**C.** TENANT MUST SIGN A NEW LEASE FOR EACH NEW LEASE TERM; THIS LEASE DOES NOT CONTAIN AN AUTOMATIC LEASE RENEWAL CLAUSE.

**D.** Tenant(s) shall notify landlord in writing of their intent to not occupy their apartment for any extended period of time ( 14 consecutive days or more). Guest(s) of tenant(s) may not occupy the apartment while tenant is away.

#### **ARTICLE 21: LANDLORD'S INABILITY TO PERFORM**

Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the term. Rent shall be payable as of the beginning of the term unless Landlord is unable to give possession, in which event, Rent shall then be payable as of the date possession is available. Landlord shall notify Tenant as to the date possession is available. The termination date of the Lease shall not change regardless of any change in the commencement date of the Lease.

Tenant's obligations under this Lease shall be unaffected if Landlord is delayed or unable to carry out any of Landlord's other promises or agreements, or to supply any service to be supplied, or to make any required repair or change in the Apartment or property of the "Complex". If such delay or inability is a result of labor trouble, governmental order, lack of supplies, Tenant's acts or neglect, repairs, improvements, alterations, accidents, acts of God, the inability of Landlord to procure such service or to obtain sufficient quantities of fuel or supplies, or other causes beyond the control of Landlord, Tenant shall not be entitled to any claim for damages or rebates or reduction of Rent on account of any such delay or inability on the part of Landlord, but Landlord shall use reasonable efforts to fulfill its obligations under this Lease.

#### **ARTICLE 22: INDEMNITY**

##### **22.1 Acts of Tenant**

Tenant shall indemnify and save Landlord harmless from and against any and all liability, damage, penalties or judgments arising from injury or death to person or property sustained by anyone in and about the premises arising from any breach or default on the part of Tenant, or resulting from any act or omission of Tenant, or Tenant's officers, agents, contractors, or sub lessees not covered by insurance.

##### **22.2 Acts of Landlord**

Except for its affirmative acts, or negligence of the affirmative acts of its officers or agents, Landlord shall not be responsible or liable for any damage, injury or death to any person, property, fixtures, buildings or other improvements at any time on the premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, contractors or customers.

#### **ARTICLE 23: FIRE, ACCIDENT, DAMAGE OR DANGEROUS CONDITION**

Tenant must give Landlord prompt notice of any fire, accident or dangerous or defective condition. If the fire or other casualty is caused by the willful act or the negligence of Tenant's agents, guests or visitors to the Apartment, all repairs will be made at Tenant's expense, and Tenant must pay the full rent with no adjustment. The reasonable cost of the repairs and replacement will be Additional Rent.

Except as otherwise provided above, if the building in which the Apartment is located is damaged by fire or any other cause to such an extent that the cost of restoration, as reasonably estimated by Landlord, shall equal or exceed 30% of the replacement value of the Building (exclusive of foundation) just prior to the occurrence of the damage, then: (1) Landlord has the right to demolish or rebuild the building in which the Apartment is located and/or (2) Landlord may terminate this Lease upon thirty (30) days' notice after such fire or casualty. This Lease shall terminate on the date set forth in said notice, and Tenant must deliver possession of the Apartment to Landlord on or before the termination date and pay a pro-rated portion of the Annual Rent, pro-rated to the date of the occurrence of the fire or casualty.

In the event Tenant has paid a full year's rent in advance, Landlord will reimburse him in accordance with the foregoing pro-ratio formula. If the Lease is terminated, Landlord shall not be required to repair the Apartment or the building in which the Apartment is located, and the termination of the Lease does not otherwise release Tenant from any liability he may have in connection with the fire or casualty, or any other default or liability of Tenant under the Lease prior to termination date.

If the Apartment becomes totally unfit for human habitation because of fire or other casualty, which is not due to the negligence of Tenant, his agents, guests or visitors, Tenant is not required to pay rent for the time the Apartment is uninhabitable. If, on the other hand, part of the Apartment is inhabitable and Landlord does not exercise his right to terminate the Lease as described above, Tenant shall pay rent for the useable part based upon an adjustment of the Monthly Rent in proportion to the reduction in useable Apartment space. However, Landlord shall not be required to reduce the rent below his cost or charges. Landlord need only repair the damaged structural parts of the Apartment, and is not required to repair or replace any equipment, fixtures, furnishings or decorations, unless originally installed in the Apartment by Landlord. Landlord is not responsible for delays due to settling of insurance claims, obtaining estimates, labor and supply shortages and problems, or any other cause not completely within Landlord's control.

#### **ARTICLE 24: ASSIGNMENT AND SUBLETTING**

Tenant may not, without the express written consent of Landlord, which consent shall not be unreasonably withheld, assign this Lease or sublet all or a part of the Apartment, or permit any other person other than those enumerated in the Rental Application to use the

Apartment. If Tenant allows such assignment, subletting or use without the express written consent of Landlord, Landlord may terminate the Lease as set forth hereafter.

Landlord's consent to the assignment or subletting, if given, is valid only for that particular assignment or subletting. Tenant shall remain liable and bound upon and to the terms of this Lease in the event of assignment or subletting, whether or not Landlord accepts rent from the Assignee or Sub-tenant. In no event shall the Assignee or Sub-tenant become Tenant of Landlord.

#### **ARTICLE 25: HOLDOVER TENANT**

If the Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant shall become a Tenant from month-to-month, provided rent shall be paid and accepted by Landlord, in advance, at the rate of double the basic monthly rent and additional rent payable hereunder immediately prior to the termination of this Lease; but unless, and until, Landlord shall accept such rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the premises in the manner provided by this Lease upon the occurrence of an event of default, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of the Tenant's failure to surrender possession of the premises immediately upon the expiration of the term hereof. Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy, whether or not a month-to-month Tenancy shall have been created as aforesaid.

#### **ARTICLE 26: MATERIAL BREACH OF LEASE - TENANT'S DEFAULT**

**A.** The following are considered material breaches of the Lease by the Tenant.

1. Failure to pay rent or added rent on time.
2. Failure to move into the Apartment within fifteen days after the beginning date of the term.
3. Issuance of a court order under, which the Apartment may be taken by another party.
4. Improper conduct by Tenant, annoying other Tenants.
5. Failure to comply with any of the other terms or rules in the Lease.
6. Tenant's annoyance, harassment or abuse to Landlord's employees and/or agents. If Tenant materially breaches the said Lease, Landlord may cancel this Lease by giving to Tenant a cancellation notice and a termination date. Said termination date will be five (5) days after the notice is served pursuant to terms of this Lease. The cancellation and termination notice will advise Tenant to vacate the subject premises on the termination date. Tenant must leave the apartment and give Landlord the keys on said termination date; if Tenant continues to reside in the Apartment, Tenant will be considered a holdover Tenant. As to failure to pay rent or added rent on time, a three-day notice will be given pursuant to Section 711(2) of the Real Property Actions and Proceedings Law of the State of New York.
7. Criminal conduct by Tenant on the subject premises.
  - a. The head of household, family member and guests shall refrain from the illegal use and/or possession on Management's property of guns, firearms (operable or inoperable), pellet guns, nunchucks or similar instruments, blackjacks and explosive devices or any other weapon defined under Section 256.00, Title P, New York Penal Code.
  - b. The head of household, family members and guests shall refrain from the use, sale and/or possession of illegal drugs as defined by Section 102 of the Controlled Substance Act (21 USC 802) on Management's property.
  - c. The head of the household, family members and guests shall refrain from the commission of any act of physical violence to persons or property on or off the premises.

**B.** If Tenant's application for the Apartment contains any misstatement of fact, Landlord may cancel this Lease. Termination shall be by termination notice as stated in Paragraph 26(A).

**C.** If (1) the Lease is terminated, (2) rent or added rent is not paid on time, or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) enter the Apartment and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

**D.** If this Lease is terminated or Landlord takes back the Apartment, the following takes place:

- (1) Rent and added rent for the un-expired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 26(d).
- (2) Landlord may re-let the Apartment and anything in it. The re-letting may be for any Term. Landlord may charge any rent or no rent, and give allowances to the new Tenant. Landlord may, at Tenant's expense, do any work Landlord feels is needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released in any manner.
- (3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses, and second, to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including but not limited to reasonable legal fees, broker's fees, cleaning and repairing costs, decorating and advertising costs.
- (4) From time to time, Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.
- (5) If Landlord re-lets the apartment combined with any other space, an adjustment will be made based on square footage. Money received by Landlord from the next Tenant, other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.
- (6) Landlord has no duty to re-let the Apartment. If Landlord does re-let, the fact that all or part of the next Tenant's rent is collected does not affect Tenant's liability. Landlord has no duty to collect the next Tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

**E.** If Landlord takes possession of the Apartment by Court Order, or under the Lease, Tenant has no right to return to the Apartment.

**F. ATTORNEY'S FEES AND COSTS:** If Landlord is compelled to incur attorney's fees due to a breach of this Lease, being an eviction proceeding for non-payment of rent or an eviction proceeding for a material breach or breaches of this Lease, or both, or if Landlord has to

incur attorney's fees in order to collect rent owed or amount of damages for a breach of this Lease, Tenant agrees to pay for all reasonable legal fees of the Landlord, and costs and disbursements. These legal fees, costs and disbursements are deemed additional rent.

**G. DEATH OF TENANT:** Upon the death of Tenant, or in the case of a Lease executed by more than one Tenant, upon the death of the last survivor of Tenants, the balance of the annual rent then due shall automatically become due and payable. Any installment method of payment, which may have been in effect shall automatically terminate.

**H. ABANDONED PROPERTY:** In the event Tenant abandons the Apartment, or in the event this Lease is terminated, either as a result of a default by Tenant or otherwise, and Tenant leaves any personal property, goods or fixtures, Landlord may charge a storage fee for the period of time during which such property, goods or fixtures remain in the Apartment, or upon the "Complex", or are otherwise stored by Landlord. The daily storage fee shall be equivalent to the greater of either annual Rent apportioned on a daily basis, or the prevailing rates charged by commercial storage companies in the County in which the Apartment is located, or the actual cost to Landlord of storing said property, goods or fixtures.

**I.** If (1) the Lease is cancelled or (2) Tenant abandons the premises, or (3) Tenant is evicted from the premises, Tenant will remain liable for all monetary obligations arising under the Lease. Landlord has no duty to mitigate his damages.

#### **ARTICLE 27: MULTIPLE TENANTS**

If more than one individual joins in the execution of this Lease as Tenant, each individual shall be jointly and severally responsible for complying with Tenant's obligations as set forth in the Lease. Landlord may, in its sole discretion, exercise its rights under this Lease against any one or more such individuals without releasing the remaining individuals from liability or responsibility, and any notice, bill, demand or communication made or served upon any one such individual shall be deemed to have been made or served upon all such individuals.

#### **ARTICLE 28: LANDLORD**

Landlord shall mean the Owner, or the Lessor, of the entire building in which the leased premises are located, or a lender in possession. Landlord's obligations terminate when Landlord's interest in the building in which the leased premises are located is transferred to a third party. Any acts to be performed by Landlord may be performed by the agents or employees of Landlord.

#### **ARTICLE 29: WAIVER OF JURY TRIAL**

Landlord and Tenant agree that they shall not request a trial by jury in any action or proceeding brought by either against the other, for any matter arising out of this Lease or Tenant's use and occupancy of the Apartment, except in the case of an action for personal injury or property damage.

#### **ARTICLE 30: NO WAIVER**

The failure of Landlord to insist upon the strict performance of the terms, provisions and conditions of this Lease, or any of them, shall not constitute or be interpreted as a waiver or relinquishment of Landlord's right thereafter to enforce strictly any such term, provision or condition, and the same shall continue in full force and effect.

#### **ARTICLE 31: PARAGRAPH HEADINGS**

The paragraph headings are for convenience only, and shall not limit or define the meaning of any provisions, conditions or statements under any such paragraph.

#### **ARTICLE 32: SEVERABILITY OF TERMS OF LEASE**

If any terms, provisions or conditions of this Lease shall be declared illegal or unenforceable, the remaining terms, conditions and provisions of this Lease shall continue in full force and effect.

#### **ARTICLE 33: CONDITIONS OF APARTMENT AND REPRESENTATION**

##### **33.1 Condition of Apartment**

By execution of this Lease, Tenant admits that the Apartment has been inspected by him and meets with his approval; that Tenant accepts the Apartment "AS IS"; and that Landlord has made no promises to decorate, alter, repair or improve the Apartment unless otherwise specified in writing by Landlord prior to Tenant's obtaining possession of the Apartment. Taking of possession of the Apartment by Tenant shall be conclusive evidence that Tenant has received the Apartment in good condition, and as represented to him.

##### **33.2 Representation in Lease**

Tenant acknowledges that he has read this Lease and understands its terms. Neither Landlord nor its agents or employees has made any promise or representation to Tenant which is not specifically set forth in this Lease.

#### **ARTICLE 34: AMENDMENT TO LEASE**

This Lease shall not be changed or amended in any way except by a written agreement signed by, and delivered to, both parties.

#### **ARTICLE 35: BINDING EFFECT OF LEASE**

This Lease is binding upon Landlord and Tenant, their respective heirs, distributees, successors and lawful assigns.

#### **ARTICLE 36: EFFECTIVE DATE**

This Lease shall not be effective and binding upon Landlord until Landlord delivers a copy of the Lease to Tenant, signed by all parties.

Landlord and Tenant have executed this Lease on the date set forth in the opening paragraph of this Lease.

### **ARTICLE 37: WAIVER OF RIGHT TO INTERPOSE COUNTERCLAIM**

Tenant gives up any right to interpose a counterclaim or offset in a summary proceeding to recover possession of real property instituted by Landlord.

### **ARTICLE 38: CONDEMNATION OR SOLD PROPERTY**

If any authority should take, by condemnation or otherwise, all of the Apartment or the building in which the Apartment is located, this Lease and Tenant's rights under the Lease shall terminate as of the date the authority takes title to the Apartment or building. If any part of the Apartment or building is so taken, Landlord may terminate this Lease upon notice to Tenant. The notice shall set the termination date not less than thirty (30) days from the date of the notice, and if the Lease is terminated, Tenant must deliver possession of the Apartment to Landlord on or before the termination date, together with a pro-rated portion of the annual rent due to that date. In the event Tenant has paid a full year's rent in advance, Landlord will reimburse him in accordance with a daily pro-ratio formula.

The entire award for any taking of condemnation shall be the property of Landlord, and Tenant gives and releases to Landlord any interest Tenant may have in any part of the award. Tenant shall make no claim either against Landlord or the condemning authority for the value of the remaining part of the Lease Term or any other loss or damage.

The termination of the Lease as set forth in this Article shall not release Tenant from any default or liability, which arose prior to the termination of the Lease.

### **ARTICLE 39: NOTICES**

#### **39.1 Notice to Tenant**

Except as otherwise provided in this Lease, any bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, including any notice of termination, shall be in writing and shall be deemed sufficiently given or rendered if it is delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the Apartment, or left at said Apartment addressed to Tenant. The time of the rendition of such bill or statement, or the giving of such notice or communication, shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as stated above.

#### **39.2 Notice to Tenant - Rent Increases**

Landlord reserves the right to notify Tenant, in writing, that monthly rent shall increase providing Landlord incurs an increase in utility rates. Landlord will make this increase in rent known to Tenant thirty (30) days before the date on which the increased rent is due. Increase will not exceed utility increase.

#### **39.3 Notice to Landlord**

Any notice by Tenant to Landlord must be in writing and served by registered or certified mail, addressed to Landlord at the address where either the annual rent or the last previous monthly installment payment under this Lease was paid.

#### **39.4 Notice to Landlord - Renewal**

Forty-five (45) days prior to expiration of Lease, Tenant must make known his intent to renew Lease, or give to Landlord written notice that he will vacate at expiration of Lease.

### **ARTICLE 40: RECYCLING**

The Tenant has been advised that the County of Onondaga has instituted mandatory recycling of trash effective July 1, 1990. Landlord will use all due diligence to comply with the law and establish guidelines and procedures for the Tenant to also comply with the said recycling law. Tenant acknowledges that it will be a material breach of the Lease if the Tenant fails to comply with the recycling law, and the procedures and guidelines set by the Landlord to fully comply with the said law. Tenant acknowledges that, upon the execution of this Lease, Landlord has provided Tenant with the said procedures and guidelines to fully comply with the law, and Tenant acknowledges that he will use all due diligence to comply with the recycling law.

### **ARTICLE 41: ILLEGALITY**

If a term in this Lease is illegal, that term will no longer apply. The rest of this Lease remains in full force.

## **SECURITY DEPOSIT POLICY**

The Security Deposit shall be returned to Tenant only after each and all of the following conditions have been met.

- (1) The full rental term must have expired or have been terminated without default by Tenant, and Tenant must not have held over. "Hold-Over Tenant" is defined in Article 25 of the Lease.
- (2) Forty-five (45) days' written notice must have been given to Landlord prior to date of termination.
- (3) There are no unpaid charges, damages, and rents or additional rents due by Tenant under the Lease.
- (4) Tenant's forwarding address (or addresses) has been left with Landlord's representative.
- (5) The Apartment, including designated kitchen appliances, has been cleaned thoroughly according to the following instructions:
  - A. Refrigerator must be defrosted and clean.
  - B. Stove top, burners, knobs, oven and broiler pan must be clean and free of grease.
  - C. Kitchen cupboards, drawers and sink must be clean.
  - D. Dishwasher must be clean.
  - E. Bathroom tiles and fixtures, including medicine cabinet must be clean.
  - F. Doors, woodwork, baseboards, door casings, windowsills, and baseboard heating ducts must be clean.
  - G. All papers, trash, clothes hangers and food containers must be removed.
  - H. Floor tile cleaned and rugs vacuumed.
  - I. Windows cleaned (inside only).
  - J. Apartment and mailbox keys must be given to the Superintendent.

**Note:** When Tenant moves out and all belongings have been removed, Tenant is urged to inspect the Apartment with Landlord's representative during normal working hours, using the Apartment Condition Checklist.

(6) After inspection by Landlord's representative, appropriate charges will be deducted for any unpaid damages or repairs to the Apartment or its contents (beyond reasonable wear); insufficient light bulbs; stickers, scratches, burns, holes, tile damage or defacing on the walls, doors, floors, draperies/blinds, carpets and/or furniture or other areas of the Apartment or "Complex". In addition, there will be a charge of \$10.00 per unreturned key. If Tenant fails to clean in accordance with the instructions in Paragraph (5) above, the following charges will be deducted from the Security Deposit.

1. Cleaning refrigerator
2. Cleaning stove
3. Cleaning cupboards, drawers & sink
4. Cleaning dishwasher
5. Cleaning bathroom tiles, fixtures & cabinets
6. Removing all papers, trash, containers, etc.
7. Cleaning floor tiles; vacuuming rugs
8. Cleaning windows (inside only)

<u>Okay</u>	<u>Poor Job</u>	<u>Very Bad Job</u>
-0-	\$10.00	\$20.00
-0-	25.00	50.00
-0-	5.00	10.00
-0-	10.00	20.00
-0-	20.00	40.00
-0-	20.00	50.00
-0-	35.00	60.00
-0-	5.00 ea.	10.00 ea.

The Tenant as to the approximate cost of materials and labor to replace or repair Apartment property owned by the Landlord may use the following price list as a guide.

1. Keys borrowed, not returned	\$ 2.50
2. Replace Apt. door lock	45.00
3. Replace Apt. Entrance door	200.00
4. Replace bath door	50.00
5. Replace bedroom door	60.00
6. Replace bi-fold door (ea. panel)	25.00
7. Replace insulated glass window	100.00
8. Replace insulated glass door	150.00
9. Replace window screen	20.00
10. Replace glass door screen	50.00
11. Replace damaged countertops	200.00
12. Replace vanity top	100.00
13. Replace traverse rod (ea.)	15.00
14. Replace air conditioner grill cover	40.00
15. Regular light bulbs (ea.)	1.50
16. Florescent tubes (ea.)	3.00
17. Oven broiler pan	25.00
18. Disposal or sink drain cap	5.00
19. Ice cube trays	3.00
20. Replace toilet	110.00

21. Replace toilet seat	
22. Repair carpet burns (per inch)	\$ 10.00
23. Replace bathtub	25.00
24. Replace kitchen sink	500.00
25. Replace carpet @ square yard	125.00
26. Replace carpet pad @ square inch	15.00
27. Replace linoleum @ square yard	4.00
28. Replace windowsills	14.00
29. Replace smoke detector	25.00
30. Drywall repair - kick hole 3-coat system	30.00
31. Repairs to garbage disposal from improper use	40.00
32. Replace window drapery / blinds	30.00
33. Replace sliding patio door drapery / blinds	47.00
34. Repair above-normal holes in Walls & ceiling	64.00
35. Remove wallpaper	
36. Replace wallpaper (going rate)	20.00
37. Keys not returned by 27th of the month - Automatic forfeiture of Security Deposit	100.00

(7) After the above conditions and instructions have been complied with by Tenant, the balance of the Security Deposit, together with interest earned, will be mailed to Tenant's forwarding address (or addresses), along with an itemized accounting of any charges or damages deducted no later than 30 days after move out.

**TENANT AFFIRMS THAT THIS SECURITY DEPOSIT MAY NOT BE APPLIED TO RENT DUE**, and that a full monthly rent will be paid on or before the due date of each month, including the last month of occupancy.

If Tenant fails to move in after signing the attached Lease, Landlord may sue for any damages incurred (including reasonable attorney's fees) and Landlord may retain the Security Deposit so deposited.

Tenant has read and does accept the above conditions and instructions.

(8) Draperies/blinds included in the Apartment are the property of Long Branch Park Apartments and Townhouses. ; Tenants will be held liable for damages to, or replacement of, same.

(9) APARTMENT CONDITION CHECKLIST: When Tenant moves out, Tenant is urged to inspect the Apartment after all belongings have been removed, with Landlord's agent during normal working hours, using the same Apartment Condition Checklist that was used during move in.

**Note:** It is the Landlord's desire to return all of the Security Deposit plus interest. Please make this possible by leaving the Apartment in good condition.



## **RULES AND REGULATIONS**

It is the Landlord's intent and purpose to operate these apartments as an outstanding residential community. We strive at all times to render prompt and efficient service, and to maintain the property in the best possible condition. We ask for your cooperation in observing the following rules.

- (1) PETS:** No dogs, cats or other animals shall be kept, or shall visit, in the apartments. Any failure of Tenant to obey this rule and regulation shall be deemed a serious violation of an important obligation of Tenant under this agreement.
- (2) PARKING**
  - A.** There are no assigned parking spaces. If a Tenant is disabled and has a special license plate denoting this condition, Tenant may arrange with the Resident Manager to install a reserved sign in a nearby parking space.
  - B.** Parking of boats, trailers, storage "pods" or facilities and campers is permitted only in the spaces allotted by Management and must be approved for storage by Management. Fees may be charged for approved parking or storage as deemed by Management. These types of vehicles are not permitted to be parked in any other areas.
  - C.** The parking areas are to be used only for passenger cars and 3/4 ton or less trucks actually in daily use. Parking areas cannot be used for storage of unregistered vehicles. Any such vehicle will be towed away and stored at Tenant's expense.
  - D.** No repair work to any type of vehicle will be permitted on the premises. Any vehicle leaking oil or any other fluids should be removed from the property for repair and maintenance. The cost of repair and maintenance to parking areas due to fluid leaks is the responsibility of the tenant(s), occupant(s) or guest(s) of tenant as named to the lease agreement.
  - E.** Never drive a vehicle on the lawn, including moving vans. Damage to lawns is the responsibility of the Tenant.
- (3) APPLIANCES, HEAT AND AIR CONDITIONER CONTROLS**
  - A.** There are no provisions for, nor are any Tenant owned washers or dryers allowed to be installed, in the apartment or basement. The Tenant shall not install any additional refrigerators, freezers or air conditioners. They may overload the electrical system and cause fire.
  - B.** If a Tenant is away on vacation or on a trip during the winter months, it is required that the heating thermostats be set in a low position, but not off. This is to assure that the water pipes will not freeze. Tenant shall be responsible for all damages resulting if the above occurs because of Tenant's negligence. No air conditioners are to be left running unless the apartment is occupied. Overloaded air conditioner compressors may heat up and cause a fire before the electrical breakers disconnect, causing black, acrid smoke to be blown throughout the apartment by the air conditioner fan. If a Tenant is home, the unit can be unplugged or the circuit breaker shut off before any damage is done. The Tenant will be responsible for all damages if official fire investigators determine that air conditioners, oven/stoves, ranges, coffee makers or other electric appliances were left in operation in Tenant's unoccupied apartment and such appliances were the cause of damage.
  - C.** No gasoline, kerosene, propane or any other flammable fuel shall be used or stored within any apartment, storage area, laundry room, common area or any other part of any building.
  - D.** If the apartment refrigerator stops working, Tenant must report the problem to the Resident Manager immediately. All food stuffs must be transferred to a refrigerator in a vacant apartment as directed by the Resident Manager so the food does not spoil. The Landlord will repair the refrigerator on a top priority basis, or replace it with another one.
  - E.** Be careful to keep curtains a minimum of six inches above electric and hot water baseboard heaters. Also keep furniture away from them to allow for proper air circulation.
- (4) CORRIDORS AND STAIRS (Common Areas)**

Toys, carriages, bikes, chairs, footwear, door mats and any other articles are not to be left in entries of the buildings at any time. Landlord may remove such articles and store them. Tenants shall bear risk of loss or damage to property during removal and storage, not including loss or damage due to Landlord's negligence.
- (5) CHILDREN**

Children are not permitted to play in the corridors, stairways, and parking lots or anywhere in or around the buildings where they may endanger themselves or unnecessarily disturb other Residents. Someone designated by the parents must adequately supervise visiting children. It is of the utmost importance that children be so supervised that they will not at any time constitute a disciplinary problem for Management.

All children shall be listed on the Lease under Occupants, and a name and telephone number of a close relative or friend to be contacted in case of emergency.

Keys to apartments will not be given out to unsupervised children.
- (6) BICYCLES, TRICYCLES, SNOWMOBILES, ETC.**
  - A.** No bicycles shall be permitted to remain upon the grounds except when in use and shall be stored in designated areas or in the apartments. The use of such areas shall be at the risk of the Resident and there shall be no liability on landlord for any loss or damage to any such article while stored in such areas or in any way arising out of such storage. Do not ride bicycles on the lawns or on sidewalks in the development.
  - B.** Big wheels and similar children's toys are not permitted anywhere on the property. The hard plastic wheels of these items cause a disturbing noise. Some Tenants work nights and sleep days. Please purchase only rubber-tired toys for your children. Motorized scooters and skate boards are also not permitted on property.

- C. Motorcycles - Resident Manager will designate an area for parking. Only motorcycles with a quiet muffler will be permitted. All motorcycles must be registered at the office and must utilize a parking puck for motorcycle kickstand. It is suggested that tenant find suitable inside storage for motorcycles in the winter months.
- D. The use of chalk in or on common areas, sidewalks, pavement and parking areas is prohibited.
- (7) **PLUMBING** Toilet bowls should be used for the purpose intended. No sanitary pads, paper diapers, paper towels or foreign objects, etc. are to be disposed of in the toilet. Any and all damage resulting from Tenant's misuse of plumbing will be borne by Tenant.
- (8) **WALLS, CEILINGS AND WOODWORK**
- A. Walls, ceilings and woodwork must not be marred by stick-on type picture hooks. Use small nails. When plant hooks are used in ceiling (limit of 4) there will be a charge for filling.
- B. No alterations, additions or improvements shall be made in the Apartment without the written consent of the Landlord, and when so made, the same shall become the property of the Landlord. Landlord's consent will not be unreasonably withheld.
- C. Wallpaper may be used providing Resident Manager's specifications are met. Tenant will bear all expenses incurred for the repair of damage to wall surfaces.
- (9) **REQUESTS FOR MAINTENANCE**
- Requests for any maintenance or repairs are to be made at the office by phone or personal visit. All emergencies such as loss of heat, lack of hot water or water leaks should be called in immediately. Fire should first be reported to the fire department and then called in to the office or emergency number.
- (10) **MAILBOX AND APARTMENT KEYS**
- Mailbox and apartment keys are issued for each Apartment at the time of occupancy. Tenants shall not alter or install locks, bolts or chains without the written consent of Landlord.
- (11) **BALCONIES AND WINDOWS**
- Clothing, rugs, mops and other articles shall not be hung from the rail of balconies or windows. Articles shall not be shaken or cleaned on the balcony or in the hallways. Balconies shall be cleaned with care to avoid sweepings and dust from going into any other balcony or patio. Nothing shall be affixed to the inside or outside of sliding glass doors or windows without prior approval of Management. No blinds of any kind will be hung from the ceiling of balcony or on balcony rails. No cooking of any type is allowed on balconies.
- (12) **LAUNDRY ROOMS**
- The laundry rooms are equipped with fee operated washers and dryers, and are located in each basement or alternate area specified by Resident Manager. Please remove clothing from machines promptly. Do not use tints or dyes in the machines. Tenants are requested to observe machine operating instructions posted in the laundry room. Please report any malfunction of laundry equipment promptly. Do not overload the machines.
- (13) **STORAGE LOCKERS**
- Tenant must keep storage locker clean and locked. Storage room passageways must be kept free and clear of all items.
- (14) **TRASH**
- Trash must be placed in a closed, tied plastic trash bag and placed where designated by Landlord. Large items such as cardboard boxes must be folded flat. Tenants must make their own arrangements for the removal of unwanted furniture, mattresses, etc. If Landlord has to remove any of Tenant's discarded items that do not fit inside a 30-gallon trash bag, Landlord will charge Tenant for cost of removal.
- (15) **ANTENNAS, SIGNS, ETC.**
- No outside aerials or wires of any nature are allowed to be installed by Tenant. No sign, device, notice or advertisement shall be hung or affixed on any part of the outside or inside of apartment or building by Tenant.
- (16) **SOLICITING**
- No soliciting is allowed by Tenants or anyone else. No door-to-door soliciting is allowed, except with written permission of the Landlord. Tenants are requested to notify Landlord if such solicitors appear on the premises.
- (17) **UTILITY SERVICES AND REPAIRS**
- If there is an electrical interruption, keep the refrigerator door closed. Food will generally keep for 48 hours. If the electrical system, water, sewer or other utility must be shut down for repairs, notice will be given. If the shutdown is an emergency, no notice can be given; however, Landlord will provide repairs as soon as possible. Interruptions in service are to be expected from time to time. Tenant agrees that Landlord will not be responsible for any interruption in services, except that caused by the Landlord's own negligence or that of its employees.
- (18) **OFFICE**
- Any installment payments are due on or before the first of each month. Installment payments may be paid by check, money order, or cash (exact amount only). Landlord will charge a SERVICE CHARGE and LATE FEE for any checks returned by a bank.
- The office will not accept any mail, parcels etc. for any Tenant at the Rental Office.
- Our staff will not let any utility people, movers, furniture people etc. into your apartment. We will give out a key if Tenant requests us to do so, but will take no responsibility for any damages or thefts.
- Our office does not give out any information as to address, present or past, without permission from Tenant.

**(19) DISTURBING NOISE, ETC.**

No Tenant shall make or permit any disturbing noise by himself, his family or friends. No Tenant shall play or operate any musical instrument, stereo or radio or allow same to be played or operated in the premises between the hours of 11:00 p.m. and the following 8:00 a.m. Loud playing of stereos, televisions, radios or musical instruments is absolutely prohibited. Tenant shall not use or permit the use of the premises, or any part thereof, for any unlawful, improper, immoral, disorderly or objectionable purpose, nor commit or permit the commission of a breach of the peace.

**(20) ODORS**

Strong odors may be considered a nuisance if they consistently affect common areas or the living spaces of others. Odors, in the same way as noise and conduct is a broadly defined activity that may interfere with another's quiet enjoyment of their apartment.

**(21) MOLD AND MILDEW GUIDELINES:**

Resident shall report to Landlord the presence of mold/mildew or water intrusion in the Premises immediately after Resident becomes aware of such condition. These guidelines describe Resident's reporting, housekeeping and other obligations to help prevent the growth of mold and mildew in Resident's unit. Breach of the practices described herein can result in the growth of mold in the Premises of the Building, which condition could cause (a) illness to Resident or other occupants in the Premises or Building, and (b) damage to the Premises or Building.

At the time of Resident's move-in, resident shall note on the Move In Inspection Sheet the presence of any mold or mildew observed by Resident at the time of Resident's initial inspection of the Premises. After move in, if Resident observes or otherwise becomes aware of the presence of mold, mildew, water intrusion or dampness in the Premises (for example, water leakage from drains or faucets, discoloration of walls or ceilings, dampness in cabinets, musty odors in closets, or similar condition-any such condition is hereinafter referred to as a "Mold/Mildew Condition"). Resident shall immediately report the Mold/Mildew Condition to the Business Office.

Resident shall be responsible for cleaning the Premises, maintaining appropriate climate control within the Premises, and complying with the provisions of these guidelines to retard and help prevent the occurrence of a Mold /Mildew Condition in the Premises. Resident agrees to comply with the practices listed on the "Mold/Mildew Prevention Tips" listed below during Resident's occupancy of the Premises.

In the event that a Mold/Mildew Condition is discovered in the Premises or the Building, Resident agrees that Landlord shall have the right to evaluate such condition and take appropriate corrective action to remediate the Mold/Mildew Condition. Resident further acknowledges that Landlord may relocate Resident, either on a temporary or permanent basis, in order to remediate the Mold/Mildew Condition and repair the Premises in accordance with the provisions of the Lease.

**MOLD PREVENTION TIPS:**

- Open the windows from time to time during sunny and dry weather. Proper ventilation is essential. When rain or bad weather makes it unwise to open windows, run the fan on the Premises heating/air conditioning thermostat, if applicable, to circulate fresh air throughout the Premises.
- Clean and dust the Premises on a regular basis. Regular vacuuming, mopping and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sinks, bathtubs, showers, toilets, windows and patio doors using a common household disinfecting cleaner. Thoroughly dry any spills on carpets.
- Wipe down and dry areas where moisture sometimes accumulates, like countertops, windows, and windowsills. Periodically check for leaks, especially around windows, exterior doors, under sinks and around toilets.
- When showering, be sure the shower door or curtain is closed completely so that water does not run on the wall or accumulate on the floor.
- Use the pre-installed bathroom fan, if applicable, or open the bathroom window, if applicable, when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fan in the kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has vented from the kitchen.
- Use care when watering houseplants. If spills occur, dry up the excess water immediately. Use a saucer or catch basin under any plant sitting directly on the floor.
- Do not overfill closets or storage area. Adequate ventilation will help to prevent the growth of mold/mildew. Do not allow damp clothes or other cloth materials to lie in piles for extended periods of time.
- Immediately report to the Business Office any evidence of a water leak or excessive moisture in the Premises, storage room, garage or any common area, any inoperable windows or locks, and any musty odors noticed in the Premises.
- Immediately report to the Business Office any evidence of mold/mildew growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold/mildew that reappears despite regular cleaning.
- Immediately report to the Business Office any failure or malfunction with the heating, ventilation, air-conditioning system, or laundry facilities. Do not block or cover any of the heating, ventilation or air-conditioning ducts in the Premises.

All rules and regulations listed in this Agreement must be strictly adhered to.

The observance of the rules helps to insure that our apartments will be a pleasant home for all residents.

**ADDENDUM "L"**

**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 taken care of 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. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

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**LESSOR'S DISCLOSURE (INITIAL)**

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

Known lead-based paint or lead-based paint hazards are present in the housing. (explain):

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

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain):

\_\_\_\_ (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based.

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

Lessor 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.*"

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**AGENT'S ACKNOWLEDGMENT (INITIAL)**

\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

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**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signator is true and accurate.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

LONGBRANCH PARK ASSOCIATES, LLC, LANDLORD

\_\_\_\_\_  
Authorized Agent,

\_\_\_\_\_  
Date

## ACKNOWLEDGMENTS

- Tenant has received a copy of the Lease Agreement and agrees to its terms in full.
- Tenant has received the Apartment Condition Checklist.
- The undersigned has read the Security Deposit Agreement and understands it is a part of the Lease Agreement.
- The undersigned Tenant(s) hereby certifies that all rules and regulations have been read and understood, and finds these conditions to be satisfactory, and agrees that these Rules and Regulations are a binding part of the Lease.
- Addendum "L" Disclosure of information on lead-based paint and lead-based paint hazards.
  
- Addendum "F" Pest Infestation
- I have been advised that the Lease/Renewal Agreement is a one-year contract (unless otherwise specified in the lease term of the Lease/Renewal Contract). I fully understand that there is no provision for anything other than the full completion of the term of this contract unless otherwise specified by law.

I understand that Longbranch Park Associates will not release me from this obligation for any reason whatsoever, including job transfer, purchase of a home, etc. I also agree that in the event that I leave the apartment for any reason, before completion of the Lease, that I will pay the entire remaining balance of the Lease/Renewal Contract.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

**LONGBRANCH PARK ASSOCIATES, LLC, LANDLORD**

\_\_\_\_\_  
Authorized Agent,

\_\_\_\_\_  
Date

## **ADDENDUM "F"**

### **PEST INFESTATION**

The parties agree as follows:

1. It is the goal of this apartment complex to maintain a quality living environment for all of our residents. Although insect infestation is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. Insect infestations that may occur include, but are not limited to, cockroaches, fleas, moths, and bed bugs.
2. Bed bugs are a special kind of problem. Bed bugs can inadvertently be brought into an apartment when furniture, especially mattresses and couches, are brought into the apartment from other locations. Bed bugs can crawl into suitcases in hotel rooms in which infestation exists and then be transported into apartments in the suitcases.
3. When you move into your apartment at our complex, we represent to you that we are not aware of an infestation problem. If there was a prior problem of which we were aware, it has been professionally treated by a licensed pest control professional.
4. You as tenants represent to us that:
  - You are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions;
  - You have fully disclosed to us any previous bed bug infestations which you may have experienced; and
  - If you were previously living in an apartment or home that had a bed bug infestation, that you had all furniture, clothing, and personal property cleaned and treated by a licensed pest control professional.
5. You agree to allow us, and our pest control professional, access to the apartment at reasonable times to inspect for or treat insect infestations. You and your family members, occupants, guests, and invitees, agree to cooperate and will not interfere with inspections or treatments in accordance with this Addendum.
6. Duty to Report: You must report any signs of insect infestation immediately and in writing. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when infestation is more advanced.
7. Cooperation and Responsibilities: Successful treatment of insect infestation is dependent on your full cooperation. If we confirm the presence of insects, you must cooperate and coordinate with us, and our pest control professionals, to treat and eliminate those pests. You must follow directions from us, or our agents, to clean and treat the apartment and building that are infested. Follow up treatments or inspections may also be necessary.
8. You shall not treat the apartment for insect infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartments and building. If during the term of your tenancy insect pests appear in the apartment and a pest control professional determines that the insect infestation originated in your unit, you acknowledge and agree that all necessary treatments for your apartment, and other units as well as all of our additional costs, expenses and losses will be at your expense, and this expense shall be deemed additional rent under the terms of your lease and this lease Addendum. Based on past experience of management, the cost of extermination is a minimum of \$1500.00 for each apartment affected by the infestation.

9. You acknowledge and agree that if you do not comply with the preparation of the apartment as required by the pest control professional or us, and the treatment is unsuccessful because of that, you will be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested. If you fail to pay for any cost for which you are liable, you will be in default under the lease, and we will have the right to terminate your lease in accordance with the terms and conditions of the default provisions contained therein and this is in addition to other legal remedies. If you fail to move out after your right of occupancy has been terminated, you will be held liable for hold over proceedings and the reasonable legal fees.
10. Indemnification: Under no circumstances shall the owner and/or owner's agents and employees be responsible to you for any losses, damages, or expenses, including special, consequential or punitive damages arising out of insect infestation, unless such infestation is due to the negligence of the landlord. Additionally, you agree to indemnify and hold harmless the owner, its agents and employees from any actions, claims, losses, damages or expenses, including but not limited to reasonable attorney's fees that the owner may incur as a result of an insect infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the owner.
11. Default: Failure to promptly report insect infestation, failure to comply with treatment instructions, or any other violation of provisions of this Addendum is a material violation and breach of the conditions of your lease. Such violation and breach constitutes a default under the default provisions of the lease agreement.
12. Severability, waiver and survival: The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the lease.
13. The undersigned, intending to be legal bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

**LONGBRANCH PARK ASSOCIATES, LLC, LANDLORD**

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date