

Apartment Lease Contract

Date of Lease Contract: **«Date_Signed»**
(when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This lease contract is between you, the resident(s) (list all people signing the Lease Contract):

First Renter: «Renter_1»
Second Renter: «Renter_2»
Third Renter: «Renter_3»
Fourth Renter: «Renter_4»

and us, the owner: [redacted] Apartments. You've agreed to rent Apartment No. «AptBldg_No», at «Mailing_Address» in «City», «Missouri», «Zip» for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty is attached.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

First Occupant: «Occupant_1»
Second Occupant: «Occupant_2»
Third Occupant: «Occupant_3»

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than **seven (7)** consecutive days without our prior written consent and no more than **fourteen (14)** days in any one month.

3. LEASE CONTRACT TERM. The initial term of the Lease Contract begins on «Begin_Date», and ends on «End_Date». At least **sixty (60)** days written notice of termination or intent to move out must be given by you or us on or before the 1st day of the month, as required by paragraph 36. If such notice is not given, this Lease Contract will automatically renew month-to-month, subject to termination as provided in paragraph 36.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ «Sec_Dep», due on or before the date this Lease Contract is signed. If the apartment is rented unfurnished, such security deposit amount does not exceed one month's rent. If the apartment is rented furnished, such amount does not exceed one and one-half month's rent. If an animal is permitted in the apartment, an animal addendum should be attached.

5. KEYS AND FURNITURE. You will be provided **two (2)** apartment keys, **two (2)** mailbox keys, and **one (1)** laundry room key. Your apartment will be [check one]:
 furnished or unfurnished.

6. RENT AND CHARGES. Unless modified by addenda, you will pay a total of \$«Monthly_Total» per month, payable in advance and without demand: [check all that apply]

- at our online payment site with credit card or e-check, or
- using ACH withdrawal
- by Money Order (\$5.00 charge per money order will apply)

This amount includes monthly charges of \$«Rent» rent + \$«Water_Trash» water/trash + \$«Gas» gas + \$«Electric» electric + \$«Cable» cable + \$«Pet_Rent» pet rent + \$«Parking» carport/garage + \$«Storage» storage.

You must also pay a one-time fee of **\$150.00** for Administrative Fees.

Prorated rent and charges of \$«Prorate» is due for the remainder of the first (1st) month.

Otherwise, you must pay your rent on or before the first (1st) day of each month (due date) with no grace period. Cash is unacceptable. You must not withhold or offset rent unless expressly authorized by statute. If you don't pay all rent on or before the third (3rd) day of the month, you'll pay an initial late charge of **\$50.00** plus a late charge of **\$5.00** per day after that date until paid in full. You'll also pay a charge of **\$50.00** for each returned check, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. UTILITIES. We'll pay for the following items, if checked:

- water gas electricity
- wastewater trash cable TV other [redacted]

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the Lease Contract term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited / uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in, or, if the apartment has a keyless deadbolt on each exterior door, within **ten (10)** days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or pin lock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the Lease Contract term. We must comply with those requests, but you must pay for them.

What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed):

- keyed deadbolt lock doorviewer
- keyless deadbolt sliding door pin lock
- sliding door bar

Repairs/Advance Payment. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay *in advance* if we notify you within a reasonable time after your request that you are more than **thirty (30)** days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the **thirty (30)** days preceding your request and we have complied with your request.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

[redacted]. See page 6 for any additional special provisions.

11. EARLY MOVE-OUT; RELETTING CHARGE. You'll be liable to us for a reletting charge equal to **one (1)** month's rent if you:

- (1) fail to give written move-out notice required in paragraphs 22 or 36; or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract other than the obligations liquidated by the reletting charge. See the first paragraph of page 2.

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Not a Release. The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Those amounts are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **DAMAGES AND REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, you must pay for repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.
13. **REMOVAL AFTER ABANDONMENT.** We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you abandon the apartment (see definitions in paragraph 41). For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. Any property of yours remaining in or on the premises after you abandon the premises may be removed or disposed of without liability.
14. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes

of apartment rules allowed under paragraph 17. If at least **five (5)** days before the advance notice period referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 36.

15. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

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

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date--you may terminate the Lease Contract within **three (3)** days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3--and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date--you may terminate the Lease Contract within **seven (7)** days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

17. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.
18. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, and other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.
- We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.
- You agree to notify us if you or any occupants are convicted of any felony or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal conviction or sex offender registry does not waive our right to evict you.
19. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

20. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
- (1) has a flat tire or other condition rendering it inoperable; or
 - (2) is on jacks, blocks or has wheel(s) missing; or
 - (3) has no current license or no current inspection sticker; or
 - (4) takes up more than one parking space; or
 - (5) belongs to a resident or occupant who has surrendered or abandoned the apartment or has been judicially evicted; or
 - (6) is parked in a marked handicap space without the legally required handicap insignia; or
 - (7) is parked in a space marked for manager or staff; or
 - (8) blocks another vehicle from exiting; or
 - (9) is parked in a fire lane or designated "no parking" area; or
 - (10) is parked in a space marked for other resident(s) or unit(s); or
 - (11) is parked on the grass, sidewalk, or patio; or
 - (12) blocks garbage trucks from access to a dumpster.
21. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 11, 15, 22, 30, or 36, you won't be released from this Lease Contract for any reason--including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment or bad health.
22. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if:
- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than **thirty (30)** days in response to a national emergency declared by the President; *and*
 - (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for **ninety (90)** days or more, or (iii) relieved or released from active duty.

If you qualify to terminate the Lease Contract under this clause, you may do so by providing us with written notice that you are terminating on a specific date not less than **fifteen (15)** days from the date of notice. You must furnish us a copy of our permanent change-of-station orders, call-up orders, or deployment orders or letter from your commanding officer confirming the orders. The final lease payment due under the terminated lease shall be provided by the effective date of termination and shall be payable at such time as would have otherwise been required by the terms of the lease. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependant of a servicemember covered by the U.S. Servicemembers Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependant cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence.

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23. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other security or safety devices. You agree to make every effort to follow the Security Guidelines in this Lease Contract.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must-for 24 hours a day during freezing weather--(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

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

24. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. Within **five (5) days** of the initial date of occupancy or upon delivery of possession of the unit, you and we (or our representative) will jointly inventory the apartment and prepare a written record detailing the condition of the apartment and any furnishings or appliances. We will both sign duplicate copies of the record and we will each keep a copy. Unless otherwise stated on such inventory, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, additional phone or TV-cable outlets, washing machines, alarm systems, or lock changes, additions, or rekeying is permitted unless your right to same is mandated by law or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

25. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST--FOR EXAMPLE FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS--IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other

conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial and poses a threat to your safety, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. If the apartment unit is damaged or destroyed by fire casualty to an extent that the use and habitability is substantially impaired, you may vacate the premises immediately and must notify us in writing within **five (5) days** thereafter of your intention to terminate the Lease Contract, in which case the Lease Contract terminates as of the date of vacating. In such event all deposits, less lawful deductions, will be refunded. In the alternative, if continued occupancy is lawful, you may vacate any part of the apartment rendered unusable by fire or casualty. In such case, rent will be reduced in proportion to the diminution in the fair rental value of the unit.

26. **ANIMALS.** *No animals (including mammals, reptiles, birds, fish, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.* If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. No animal deposit will be required of authorized support animals. We will authorize a support animal for a disabled person. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 31 and the Animal Addendum.

27. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate key (or by breaking a window or other means when necessary in emergencies) provided that:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventative maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing the apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

28. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

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Replacements

29. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not be* due;
- (2) an administrative (paperwork) and/or transfer fee *will be* due, and a rekeying fee *will be* due if rekeying is requested or required; and
- (3) you *will remain* liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed

Responsibilities of Owner and Resident

30. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, and maintained subject to paragraph 24;
- (2) maintain fixtures, furniture, hot water, and heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

31. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in M.S.A 195.017; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; or (8) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 19.

Eviction. If you are in default for non-payment of rent or reasons other than non-payment of rent we may end your right of occupancy by giving you a written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant at least 15 years old; or (5) affixing the notice to the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 11, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within **ten (10)** days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

32. **MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.* No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

33. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

34. **ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located

Initials4

35. **SECURITY GUIDELINES.** We would like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there before looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. If young children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, and then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your door locks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecured due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes, or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as CD's, electronic devices, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the back seat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

36. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 21) except under the military clause (paragraph 22). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than midnight of the last day of the Lease Contract term. However, if the Lease Contract has been *automatically* renewed to a month-to-month term, your move-out notice must terminate the Lease Contract on the date rent is normally payable (which means moving out by midnight of the day prior to such rental due date).

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice (no less than 30 days)—unless you are in default. You must move out by midnight of the last day of your Lease contract term, or in the event of an automatic renewal, by midnight of the day before the normal rental due date, as stated above.

37. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 31. You are prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

38. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

39. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. We will give you reasonable written notice mailed to your last known address, or in person, of the date and time when we will inspect the premises following termination of the lease.

40. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 4 and 25; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

41. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** In accord with Missouri law, within **thirty (30)** days after the date of termination of tenancy, we shall mail to your last known address: (1) the return of the full amount of the security deposit, or (2) a written itemized statement list of the rent and/or damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit, if any.

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

The premises will be deemed abandoned if (1) we reasonable believe that you have vacated the premises and do not intend to return; (2) the rent is due and unpaid for thirty days; and (3) we post written notice on the premises and mail to your last known address by certified mail, return receipt requested, a notice of our belief of abandonment as per Sec. 441.065, R.S. Mo.; and (4) you fail to pay rent or respond in writing to our notice within 10 days after the date of posting and deposit of such notice in the U.S. Mail, stating your intention not to abandon the premises.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 12), but do not affect our mitigation obligations (paragraph 30).

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Signatures, Originals and Attachments

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple documents, each with signatures--one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Charges that can be Assessed Form
Inventory and Condition Form
Animal Addendum
Utility Addendum
Lead Hazard Information and Disclosure Addendum (federal)
Lease Contract Guaranty () guaranties, if more than one
Mold Addendum
Government Regulated Affordable Housing Addendum
Asbestos Addendum
Lease Contract Buy-Out Agreement
Satellite Dish or Antenna Addendum
Enclosed Garage Addendum, dated «Date_Signed»
Parking Permit or Sticker (quantity:)
Community Policies Addendum, dated «Date_Signed»
Rent Concession/Discount Addendum
Remote Control, Card or Code Access Gate Addendum, dated «Date_Signed»
Add or Change Roommate Addendum
Other ()
Other ()

Name and address of locator service (if applicable)

Resident or Residents (all sign below)

Signature lines for residents with asterisks and horizontal lines.

Owner or Owner's Representative (signing on behalf of owner)

Signature line for owner or representative.

Address and phone number of owner's representative for notice purposes:

_____ Apartments

_____, MO 6_____

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

«Date_Signed»

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 1).

NA

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Charges that can be Assessed

Miscellaneous

Copy of Account Ledger	\$ 5.00 per request
Rental Verification for Mortgage Company	\$ 25.00 per request
Lost/Not Ret Keys/Add'l	\$ 25.00/\$5.00
Lock	\$ 50.00 each
Parking on Grass	\$ 50.00 per incident
Trash Removal	\$ 25.00 per bag
Furniture Removal	\$ 50.00 per item
Replacement of Doors:	
Interior	\$ 60.00 or Cost of Repl.
Exterior	\$125.00 or Cost of Repl
Missing/burnt out light bulbs	\$ 3.00 each
Missing/burnt out deco/florescent	\$ 6.00 each
Switch Plates	\$ 2.00 each
Replacement of Glass:	
Broken Panes	\$125.00 per pane
Patio Door	\$Cost to Replace
Screen	\$ 20-40
Wallpaper Removal	\$ 25.00 per room
Wallpaper Replacement: (beyond normal wear and tear)	\$ 100.00 per room

Walls

Painting of a room-due to abnormal wear and tear. Normal wear is defined as a period of over one-year in which unit needs total repainting; anything less than one year should only warrant touch-up.	\$ 100.00 per room
Kilz over stain or paint	\$ 40.00 per wall
Repair:	
Small Holes-Spackling	\$ 20.00 total charge
Large Holes-Incl. Sheet Rock	\$ 50.00 / hole
Refinished or Touch-up Cabinets	Get Estimate

Window Covering:

Clean Mini Blinds	\$ 7.00
Replacement (other than normal wear and tear):	
Mini Blinds	\$ 70.00 each
Vertical Blinds	\$ 125.00 each
Complete Apartment Clean	\$ 100.00 each
Storage	\$ 60.00 and up

Carpet

Mending or patching	\$ 30.00 per incident
Replacement	Get Estimate
Vacuum of Carpet	\$ 40.00
Cleaning (contract work):	
Deodorize for Pet	\$ 70.00-\$300.00
Stain Removal (beyond normal wear)	\$ 40.00 per stain
Contract Cleaning -due to heavy soil	
1Br./studio	\$ 75.00
2Br.	\$ 90.00
3Br.	\$ 125.00
4Br.	\$ 150.00
Townhouse (any type w/stairs)	\$ 175.00

Kitchen

Missing or Damaged Burner Plates	\$ 6.00 each
Microwave Cleaning	\$ 15.00
Oven Cleaning	\$ 40.00
Refrigerator Cleaning	\$ 30.00
Burn, Stain on Formica Cabinet Tops	Get Estimate
Vinyl flooring	Get Estimate

Bathroom

Shower/Tub	
Replacement of Tiles or Fiberglass Shower Stall	Get Estimate
Tub Replacement	Get Estimate
Curtain Rod Replacement	\$ 30.00
Head Replacement	\$ 20.00
Cleaning	\$ 50.00
Commode	
Replacement	\$ 75.00
Seat Replacement	\$ 25.00
Tank Replacement	\$ 50.00
Cleaning	\$ 40.00
Basin Replacement	\$ 50.00
Burn, Stain, or chip on marble vanity, commode, basin, or tub.	Get Estimate
Mirror	Get Estimate
Vinyl Flooring	Get Estimate
Ceiling Fan	
Replace	\$ 50.00
Clean	\$ 25.00

I understand that by signing I knowlege that I have read and agree to these listed charges if applicable.

Resident

07/29/20 1:03:22pm

«Date_Signed»

Resident

07/29/20 1:03:24pm

«Date_Signed»

Inventory and Condition Form

Within 48 hours after move-in, you must make a note of any additional defects and present it to our representative. Those notes will then be added to this document. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out.

Resident's Name: «Renter_1»

Home Phone: «Home_Phone_1»

Work Phone: «Work_Phone_1»

Resident's Name: «Renter_2»

Home Phone: «Home_Phone_2»

Work Phone: «Work_Phone_2»

Resident's Name: «Renter_3»

Home Phone: [Redacted]

Work Phone: [Redacted]

Resident's Name: «Renter_4»

Home Phone: [Redacted]

Work Phone: [Redacted]

Apartment Community Name: [Redacted] Apartments

Apt. # «AptBldg_No» at «Mailing_Address»

Living Room	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Floor/Carpet		
Doors, Stops, Locks		
Windows, Latches, Screens		
Window Coverings		
Closets, Rods, Shelves		
Closet Lights, Fixtures		
Lamps, Bulbs		
Other		

Dining Room	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Floor/Carpet		
Doors, Stops, Locks		
Windows, Latches, Screens		
Window Coverings		
Closets, Rods, Shelves		
Closet Lights, Fixtures		
Other		

Kitchen	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Floor/Carpet		
Doors, Stops, Locks		
Windows, Latches, Screens		
Window Coverings		
Cabinets, Drawers, Handles		
Countertops		
Stove/Oven, Trays, Pans		
Vent Hood		
Refrigerator, Trays, Shelves		
Refrigerator Light, Crisper		
Dishwasher, Dispenser, Rack		
Sink/Disposal		
Microwave		
Other		

Halls	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Floor/Carpet		
Doors, Stops, Locks		
Closets, Rods, Shelves		
Closet Lights, Fixtures		
Other		

Exterior (if applicable)	MOVE-IN	MOVE-OUT
Patio/Yard		
Fences/Gates/Gate Latches or Locks		
Faucets		
Balconies		
Other		

General Items	MOVE-IN	MOVE-OUT
Thermostat		
Cable TV or Antenna		
A/C Filter		
Washer/Dryer		
Garage Door		
Ceiling Fans		
Exterior Doors, Screens/Screen Doors, Doorbell		
Fireplace		
Other		

Bedroom (describe which)	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Floor/Carpet		
Doors, Stops, Locks		
Windows, Latches, Screens		
Window Coverings		
Closets, Rods, Shelves		
Closet Lights, Fixtures		
Other		

Acknowledgment. You acknowledge that you have inspected and tested all of the safety related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verifying that they are working.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

resig6 **MOVE-IN**

resig7

ess **MOVE-OUT**

resig9

05/22/2011 10:58:08 pm

Resident or Resident's Agent:

MgrSig2

05/22/2011 10:59:55 pm

05/22/2011 11:09:09 pm

Resident or Resident's Agent:

MgrSig3

05/22/2011 11:16:00 pm

05/22/2011 11:05:34 pm

Owner or Owner's Representative:

«Date_Signed»

05/22/2011 11:19:34 pm

Owner or Owner's Representative:

«Date_Signed»

Bedroom (describe which)	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Floor/Carpet		
Doors, Stops, Locks		
Closets, Rods, Shelves		
Closet Lights, Fixtures		
Other		

Bedroom (describe which)	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Floor/Carpet		
Doors, Stops, Locks		
Windows, Latches, Screens		
Window Coverings		
Closets, Rods, Shelves		
Closet Lights, Fixtures		
Other		

Bathroom (describe which)	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Exhaust Fan/Heater		
Floor/Carpet		
Doors, Stops, Locks		
Windows, Latches, Screens		
Window Coverings		
Sink, Faucet, Handles, Stopper		
Countertops		
Mirror		
Cabinets, Drawers, Handles		
Toilet, Paper Holder		
Bathtub, Enclosure, Stopper		
Shower, Doors, Rods		
Tile		
Other		

Bathroom (describe which)	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Exhaust Fan/Heater		
Floor/Carpet		
Doors, Stops, Locks		
Windows, Latches, Screens		
Window Coverings		
Sink, Faucet, Handles, Stopper		
Countertops		
Mirror		
Cabinets, Drawers, Handles		
Toilet, Paper Holder		
Bathtub, Enclosure, Stopper		
Shower, Doors, Rods		
Tile		
Other		

Half Bathroom	MOVE-IN	MOVE-OUT
Walls		
Wallpaper		
Plugs, Switches, A/C Vents		
Woodwork/Baseboards		
Ceiling		
Light Fixtures, Bulbs		
Exhaust Fan/Heater		
Floor/Carpet		
Doors, Stops, Locks		
Windows, Latches, Screens		
Window Coverings		
Sink, Faucet, Handles, Stopper		
Countertops		
Mirror		
Cabinets, Drawers, Handles		
Toilet, Paper Holder		
Bathtub, Enclosure, Stopper		
Shower, Doors, Rods		
Tile		
Other		

Safety Related Items (Put "N/A" if not applicable)	MOVE-IN	MOVE-OUT
Door Knob Locks		
Keyed Deadbolt Locks		
Keyless Deadbolts		
Sliding Door Pin Locks		
Sliding Door Latches		
Sliding Door Security Bars		
Doorviewers		
Window Latches		
Porch and Patio Lights		
Doors, Stops, Locks		
Smoke Detectors		
Alarm System		
Fire Extinguisher (look at charge level- DON'T TEST)		
Garage Door Opener		
Gate Access Card(s)		
Other		

Date of Move-In: «Date_Signed»

Date of Move-Out:

Acknowledgment. You acknowledge that you have inspected and tested all of the safety related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verifying that they are working.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

MOVE-IN

MOVE-OUT

05/22/2011 11:24:08 pm
 Resident or Resident's Agent:

MgrS1g4

05/22/2011 11:24:08 pm
 Resident or Resident's Agent:

Mg665

05/22/2011 11:25:02 pm
 Owner or Owner's Representative:

05/22/2011 11:25:02 pm
 Owner or Owner's Representative:

«Date_Signed»

Animal Addendum

Becomes part of Lease Contract

Date: «Date_Signed»
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

- DWELLING UNIT DESCRIPTION.** Apt. No. «AptBldg_No», «Mailing_Address» in «City», Missouri, «Zip».
- LEASE CONTRACT DESCRIPTION.**
Lease Contract date: «Date_Signed»
Owner's name: [REDACTED]

Residents (list all residents):
First Renter: «Renter_1»
Second Renter: «Renter_2»
Third Renter: «Renter_3»
Fourth Renter: «Renter_4»

The Lease Contract is referred to in this Addendum as the "Lease Contract."

- CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violates any of the rules in this Addendum.
- ANIMAL DEPOSIT.** An animal deposit of \$150.00 per pet will be charged. We will consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in Provision 4 of your Lease Contract regardless of whether it is considered part of the general security deposit.
- ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$25.00. The monthly rent amount in Provision 6 of the Lease Contract does not include this additional animal rent.
- ADDITIONAL FEE.** You must also pay a one-time fee of \$150.00 for administrative work pertaining to your pet. It is our policy to not charge a deposit for support animals.
- LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
- DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)--mammal, reptile, bird, fish, rodent, arachnid, or insect--into the dwelling or apartment community.

Animal's name: «Pets_Name»
Type: «Type»
Breed: «Breed»
Color: «Color»
Weight: «Weight» Age: «Age»
City of license: «City_of_License»
License no.: «License_No»
Date of last rabies shot: «Rabies»

- SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Provide a written statement from veterinarian attesting that the pet is current on vaccinations and does not exceed size or breed restrictions.

A copy of the rabies certificate must be attached and kept current.

A copy of the city license must be attached and kept current.

These documents must continue to be provided annually upon renewal of the Lease Contract.

- EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: [REDACTED]
Address: [REDACTED]
City/State/Zip: [REDACTED]
Phone: [REDACTED]

- ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:
 - The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
 - Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
 - Outside, the animal may urinate or defecate *only* in the designated pet areas:
[REDACTED]
 - Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
 - You must not let an animal other than support animals into swimming-pool areas, laundry rooms, clubrooms, other recreational facilities, or other dwelling units.
 - Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
 - You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
 - Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

Initials7

Initials of all Residents: 05/21/2011 10:17:33 pm

12. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
13. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
14. **COMPLAINTS ABOUT AN ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
15. **REMOVAL OF ANIMAL.** In some circumstances, we may allow an animal control officer or humane society representative to enter the dwelling unit and remove the animal if, in our sole judgment, you have:
- abandoned the animal;
 - left the animal in the dwelling unit for an extended period of time without food or water; or
 - failed to care for a sick animal

If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under paragraphs 26, 27, or 31 of the Lease Contract.

16. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

17. **MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We--not you--will arrange for these services.
18. **MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
19. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing, as described under paragraph 12. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

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Initials8

UTILITY ADDENDUM FOR WATER, SEWER, GAS, TRASH AND ELECTRIC SERVICE

This Utility Addendum is incorporated into the Lease dated «Date_Signed» between [redacted] Apartments ("We") and «Renter_1», «Renter_2», «Renter_3», «Renter_4» ("You") of Apt. No. «AptBldg_No» and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your apartment will be paid by you either:
 - directly to the utility service provider; or
 - water bills will be billed by the service provider to us and then allocated to you based on the following formula: [redacted]
- b) **Sewer** service to your apartment will be paid by you either:
 - directly to the utility service provider; or
 - sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: [redacted]
- c) **Gas** service to your apartment will be paid by you either:
 - directly to the utility service provider; or
 - gas bills will be billed by the service provider to us and then allocated to you based on the following formula: [redacted]
- d) **Trash** service to your apartment will be paid by you either:
 - directly to the utility service provider; or
 - trash bills will be billed by the service provider to us and then allocated to you based on the following formula: [redacted]
- e) **Electric** service to your apartment will be paid by you either:
 - directly to the utility service provider; or
 - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: [redacted]
- f) **Cable** service to your apartment will be paid by you either:
 - directly to the utility service provider; or
 - cable bills will be billed by the service provider to us and then allocated to you based on the following formula: [redacted]
- g) **Internet** service to your apartment will be paid by you either:
 - directly to the utility service provider; or
 - internet bills will be billed by the service provider to us and then allocated to you based on the following formula: [redacted]

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on submetering of hot water
- "3" - Calculation of your total water use based on submetering of cold water
- "4" - Flat rate of \$_____ per month
- "5" - Allocation based on the number of persons residing in your apartment unit
- "6" - Allocation based on the number of persons residing in your apartment unit using ratio occupancy formula
- "7" - Allocation based on square footage of your apartment unit
- "8" - Allocation based on a combination of square footage of your apartment unit and the number of persons residing in your apartment unit
- "9" - Allocation based on a the number of bedrooms in your apartment unit
- "10" - Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. At the end of the lease term, we at our sole discretion may change the above methods of determining your allocated share of the utility services, by written notice to you.

If a flat fee method is used, Resident and owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

- 3. When billed by us, you must pay utility bills by the first of the month with your rent. Failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment.
- 4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of **\$50.00**.
- 5. When you move out, you will receive a final bill which may be estimated based on our prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
- 6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuation in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees.
- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

Residents Signature [redacted]

Residents Signature [redacted]

Residents Signature [redacted]

Residents Signature [redacted]

Management [redacted]

Mg667

Initials 9

Initials of all Residents:

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

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. #«AptBldg_No» at [redacted] Apartments located at «Mailing_Address»

City/State where dwelling is located «City», «State»

2. **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 and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

3. **LEAD-FREE HOUSING** If the housing unit has been certified as “lead free” according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

4. **LESSOR’S DISCLOSURE**

Presence of lead-based paint or lead-based paint hazards (check only one box)

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Records and reports available to lessor (check only one box)

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (list documents).

5. **LESSEES ACKNOWLEDGEMENT** (mark “X” all that apply)

- Lessee has received copies of all information listed above.
- Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

6. **AGENT’S ACKNOWLEDGEMENT** (initial)

MgEg11

05/20/10 11:25 am

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

7. **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 signatory is true and accurate.

Resident or Resident(s)
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

05/20/10 11:22:29 am
05/20/10 11:23:52 am
05/20/10 11:24:17 am
05/20/10 11:24:56 am

MgEg8
05/20/10 11:22:48 am
Date of Lease Contract
«Date_Signed»

Initials10

Lease Contract Guaranty

Each guarantor must submit a separate guaranty form, unless guarantors are husband and wife.

Lease Contract Information	
<p>ABOUT LEASE: Date of Lease Contract (<i>top left hand corner of Lease Contract</i>) leased: «Date_Signed»</p> <p>Owner's name (<i>or name of apartments</i>): Apartments</p> <p>Resident names (<i>list all residents on Lease contract</i>):</p> <p>«Renter_1»</p> <p>«Renter_2»</p> <p>«Renter_3»</p> <p>«Renter_4»</p>	<p>Unit No. of Apartment «AptBldg_No» and street address of dwelling being «Mailing_Address»</p> <p>City/State/Zip of above dwelling: «City», «State» «Zip»</p> <p>Monthly rent and charges for dwelling unit: \$ «Monthly_Total»</p> <p>Beginning date of Lease Contract: «Begin_Date_»</p> <p>Ending date of Lease Contract: «End_Date»</p>

Guarantor Information	
<i>Use for one guarantor only (can include spouse of guarantor)</i>	
<p>ABOUT GUARANTOR: Full name (<i>exactly as on driver's license or govt. ID card</i>) _____</p> <p>Current address where you live: _____</p> <p>Phone: (_____) _____</p> <p>(<i>Please check one</i>) Do you <input type="checkbox"/> own or <input type="checkbox"/> rent your home?</p> <p>If renting, name of apartments: _____</p> <p>Manager's name: _____ Phone: _____</p> <p>Your Social Security #: _____</p>	<p>Driver's license # and state: _____</p> <p>OR govt. photo ID card #: _____</p> <p>Birthdate: _____</p> <p>Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> divorced <input type="checkbox"/> widowed <input type="checkbox"/> separated</p> <p>Total number of dependents under the age of 18 or in college: _____</p> <p>What relationship are you to the resident(s)? <input type="checkbox"/> parent <input type="checkbox"/> brother or sister</p> <p><input type="checkbox"/> employer <input type="checkbox"/> other _____</p> <p>Are you or your spouse a guarantor for any other lease? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If so, how many? _____</p>
<p>YOUR WORK: Present employer: _____</p> <p>Employer's address: _____</p> <p>Work phone: (_____) _____</p>	<p>How long? _____</p> <p>Position: _____</p> <p>Your gross monthly income is over: \$ _____</p> <p>Supervisor's name: _____ Phone: _____</p>
<p>YOUR SPOUSE: Full name (<i>exactly as on driver's license or govt. ID card</i>). _____</p> <p>Driver's license # and state: _____</p> <p>OR govt. photo ID card # _____</p> <p>Birthdate: _____</p>	<p>Social Security #: _____</p> <p>Present employer: _____</p> <p>How long? _____ Position: _____</p> <p>Work phone: (_____) _____</p> <p>Monthly gross income is over: \$ _____</p>
<p>YOUR CREDIT/RENTAL HISTORY:</p> <p>Your bank's name: _____</p> <p>City/State: _____</p> <p>List major credit cards: _____</p> <p>To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: <input type="checkbox"/> been asked to move out? <input type="checkbox"/> broken a rental agreement? <input type="checkbox"/> declared bankruptcy? or <input type="checkbox"/> been sued for rent?</p>	<p>To your knowledge, has any resident listed in this Guaranty ever: <input type="checkbox"/> been sued for property damage? <input type="checkbox"/> been charged, detained, or arrested for a felony or sex-related crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion? or <input type="checkbox"/> been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please explain: _____</p> <p>_____</p> <p>_____</p>

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and reliable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. You are required not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

Mold Information and Prevention Addendum

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. **ADDENDUM.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. #«AptBldg_No» at [REDACTED] Apartments located at

«Mailing_Address»

City/State where dwelling is located «City», «State»

2. **ABOUT MOLD.** Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for a person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

3. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove the visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or full close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

4. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

5. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply vinegar or a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

6. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.
7. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[REDACTED]

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

02/22/11 09:33:49pm

02/22/11 09:34:20pm

02/22/11 10:40:10pm

Date of Lease Contract
«Date_Signed»

Initials11

**Lease Contract Addendum for Units
Participating in Government Regulated
Affordable Housing Programs**

1. **ADDENDUM.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is: Apt. #«AptBldg_No» at [redacted] Apartments located at «Mailing_Address» City/State where dwelling is located «City», «State»
2. **PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the owner of the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.
3. **ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.
4. **FUTURE REQUEST FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.
5. **INACCURATE INFORMATION AS GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to those requests, it will be considered a substantial violation of the Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional.
6. **NO LIEN FOR UNPAID SUMS.** We shall not have a lien on your property for unpaid rent or other sums, except that we will have a lien to cover packing, removal, and storage charges for property left in the dwelling after you move out. This paragraph overrides any contrary provisions contained in the Lease Contract.
7. **STUDENT STATUS.** by signing this Addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.
8. **ELIMINATION OF JURY WAIVER.** Any provision in the Lease Contract that waives a trial by jury is hereby deleted and unenforceable.
9. **CONFLICT WITH GOVERNING LAW.** To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.
10. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form: [redacted]

Resident(s)

Owner's Representative

Mg 6p 10

Date of signing Addendum

«Date_Signed»

Date of Signing Addendum

«Date_Signed»

Initials12

Asbestos Addendum

Date: **«Date_Signed»**
(when this Addendum is filled out)

1. **ADDENDUM.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. #**«AptBldg_No»** at *(name of apartments)*
located at **«Mailing_Address»**
City/State where dwelling is located **«City», «State»**

2. **ASBESTOS.** In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

3. **FEDERAL RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

4. **COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

5. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident(s)
(All residents must sign)

Date of signing Addendum
«Date_Signed»

05/21/2011 09:13:24

05/22/2011 09:35:00

05/22/2011 09:00:00

05/22/2011 09:12:12

Owner or Owner's Representative

Date of Signing Addendum
«Date_Signed»

05/22/11

05/22/2011 09:11:55 pm

NOTE: M.S.A. 701.340 to 701.349, inclusive, of this act shall be known and may be cited as the residential childhood lead poisoning prevention act.

LEASE CONTRACT BUY-OUT AGREEMENT

1. This is a Buy-Out Agreement of the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is: Apt. # «**AptBldg_No**» at [redacted] Apartments located at «**Mailing Address**» City/State where dwelling is located «**City**», «**State**»
2. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early--subject to any special provisions in paragraph 8 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.
3. **Buy-Out Procedures.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*
 - (a) you give us written notice of buy-out at least **sixty (60)** days prior to the new termination date (i.e., your new move-out date), which must be the last day of a month.
 - (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
 - (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
 - (d) you are not in default under the Lease Contract on the new termination date (move-out date);
 - (e) you move out on or before the new termination date and do not hold over;
 - (f) you pay us a buy-out fee (consideration) of an amount equal to **two times (2x) the market rent.**
 - (g) you pay us the amount of any concessions you received when signing the Lease contract; and
 - (h) you comply with any special provisions in paragraph 8 below.
4. **When Payable.** The buy-out fee in paragraph 3(f) is due and payable no later than **thirty (30)** days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ [redacted] and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.
5. **Showing unit to prospective residents.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

6. **Compliance essential.** Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.
7. **Miscellaneous.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent--even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 3(c) and 3(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.
8. **Special provisions.** Your right of buy-out is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:
[redacted]

Resident or Resident(s)
(All residents must sign)

Owner or Owner's Representative
(signs here)

ressig38 05/23/2011 09:22:37 pm	ressig39 05/23/2011 09:23:03 pm
ressig40 05/23/2011 09:23:25 pm	ressig41 05/23/2011 09:23:51 pm

023201002424pm
Date of Lease Contract
«Date_Signed»

Initials14

05/21/2011 10:47:15 pm

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

Under a Federal Communications (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the lease premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:
Apt. # «**AptBldg_No**» at [REDACTED] Apartments
located at «**Mailing_Address**»
City/State where dwelling is located «**City**», «**State**»
2. **Number and size.** You may install [REDACTED] # satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1,4000 are prohibited.
3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
4. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-bolt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
5. **Signal transmission from exterior dish or antenna to interior of dwelling.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with the proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
9. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$100,000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.
10. **When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; and (3) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.
11. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.
12. **Special provisions.** The following special provisions control over conflicting provisions of this printed form:
[REDACTED]

Resident or Resident(s)
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

Date of Lease Contract

«Date_Signed»

Initials15

APARTMENT LEASE CONTRACT ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:
Apt. #«AptBldg_No» at _____ Apartments
located at «Mailing_Address»
City/State where dwelling is located «City», «State»
2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: *(check all applicable)*
 - garage or carport attached to the dwelling;
 - garage space number(s) _____
 - carport space number(s) _____ and/or _____
 - storage unit number(s) _____The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.
3. **Additional Monthly Rent.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ NA. The monthly rent amount in Provision 6 of the Lease Contract does not include this additional rent.
4. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.
5. **No dangerous items.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
6. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

7. **Garage door opener.** If an enclosed garage is furnished, you will will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.
8. **Security.** Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
9. **Insurance and loss/damage to your property.** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.
10. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.
11. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.
12. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum.
13. **Special provisions.** The following special provisions control over conflicting provisions of this printed form:

Resident or Resident(s)
(All residents must sign here)

02320104529pm

02320104559pm

02320104629pm

02320104649pm

Owner or Owner's Representative
(signs here)

mg6914

02320104713pm

Date of Lease Contract

«Date_Signed»

Int#16

COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

This addendum is incorporated into the Lease Contract (The "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: [REDACTED] Apartments
Resident(s): «Renter_1», «Renter_2», «Renter_3», «Renter_4»
Apartment No./Address: «AptBldg_No» «Mailing_Address»
Lease Date: «Date_Signed»

I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close an Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community DOES; DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- Children under the minimum age (posted at the pool) must be accompanied at all times by a parent or legal guardian.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community DOES; DOES NOT have a fitness center. When using the fitness center, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office
- Children under the minimum age (posted at the fitness center) must be accompanied at all times by a parent or legal guardian.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) [REDACTED] (2) [REDACTED] (3) [REDACTED] (4) [REDACTED]

IV. PACKAGE RELEASE. This Community DOES; DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community DOES; DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Community Rules. Owner is not responsible for data, files, programs or any other information lost or damaged on Business center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to **thirty (30) minutes** if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Children under the age of **18** must be accompanied by a Resident who is that child's parent or legal guardian.

VI. AUTOMOBILES/ BOATS/ RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only **two (2)** vehicles per licensed Resident are allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a **twenty-four (24) hour** notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense
- The washing of vehicles is not permitted on the property unless specifically allowed in a designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may not be parked on the property.

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VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of ten (10) feet from any building.** After a period of no longer than 48 hours these devices must be moved back to their original authorized storage locations of your residence. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner will notify Residents in advance of extermination in Residents' Apartment, and give Resident instructions for the preparation of the Apartment and safe contact with insecticides. Residents will be responsible to prepare the Apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.

XIII. SATELLITE DISHES/ ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/ SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not affect the validity of the remaining portions of this addendum, the Apartment Lease Contract or any other addenda to the Apartment Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[Redacted]

I have read, understand and agree to comply with the preceding provisions.

	••50		••52
Resident	05/22/2011 08:53:59pm	Resident	05/22/2011 08:50:00pm
	••51		••53
Resident	05/22/2011 08:57:39pm	Resident	05/22/2011 08:52:26pm
	Page 13		
05/22/2011 08:55:29pm		«Date_Signed»	
Owner Representative		Date	

Initials18

LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:
Apt. # «AptBldg_No»_ at [redacted] Apartments
located at «Mailing_Address»
City/State where dwelling is located «City», «State»

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all (Check all that apply)

Concessions

Discounts

2. **Concession/Discount Agreement.** As consideration for your agreement to remain in your apartment and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

that you have actually received for the months you resided in the Premises, and without further notice from us.

(Check all that apply)

4. **Market Rent.** The market rent for this dwelling is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

One-Time Concession. You will receive a One-Time Concession off the rent indicated in paragraph 6 of the Lease Contract in the total amount of \$ [redacted]. This Concession will be credited to your rent due for the month(s) of: [redacted]

5. **Special provisions.** The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.
[redacted]

Monthly Discount/Concession. The rent indicated in Paragraph 6 of the Lease Contract includes a Monthly Discount of \$«concession_per_mo» per month off of the suggested rental rate for your apartment.

Other Discount/Concession. You will receive the following discount off the rent indicated in Paragraph 6 of the Lease Contract:
[redacted]

3. **Concession Cancellation and Charge-Back.** The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease contract through the entire term of your Lease.

Resident or Resident(s)
(All residents must sign here)

Owner or Owner's Representative
(signs here)

02/22/11 08:55 pm #854
02/22/11 08:55 pm #855
02/22/11 08:56 pm #856
02/22/11 08:57 pm #857
02/22/11 08:58 pm

02/22/11 10:11:22 pm
Date of Lease Contract
«Date_Signed»

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LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE FOR CONTROLLED ACCESS

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:
 Apt. # «AptBldg_No» at _____ Apartments
 located at «Mailing_Address»
 City/State where dwelling is located «City», «State»

To the extent any terms of this addendum conflict with the Lease Contract, the terms of this addendum are controlling.

2. **Remote control/cards/code for controlled access.**
 Remote control for gate access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your children or other occupants will require a **\$75.00** non-refundable fee.

Cards for controlled access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a **\$25.00** non-refundable fee.

Code for controlled access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

3. **Damaged, lost or unreturned remote controls, cards or code changes.**

If a remote control is lost, stolen or damaged, a **\$75.00** fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a **\$75.00** deduction from the security deposit.

If a card is lost, stolen or damaged, a **\$25.00** fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a **\$25.00** deduction from the security deposit.

We may change the code(s) at any time and notify you accordingly.

4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

5. **Follow written instructions.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. **Personal injury and/or personal property damage.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of resident, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

7. **Rules in using controlled access.**

- Never follow another person into an open building. Always use your card to gain entry.
- Report to management immediately of any vehicle that piggybacks through the gate.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

8. **Special provisions.** The following special provisions control over any conflicting provisions of this printed form:

Resident or Resident(s)
(All residents must sign here)

.....

Owner or Owner's Representative
(signs here)

.....

Date of Lease Contract

«Date_Signed»

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Lease Contract Amendment to Add or Change a Roommate During Lease Term

(This amendment is not intended for use after the original lease term has expired.)

Date: «Date_Signed»
(when this Amendment is filled out)

- 1. PURPOSE OF AMENDMENT.** This is an Amendment to the Lease Contract dated «Date_Signed» between (owner) [redacted] Apartments and ("residents") (list all original residents in paragraph 1 of Lease Contract)
- «Renter_1»
«Renter_2»
«Renter_3»
«Renter_4»

on the dwelling located at «Mailing_Address»
City/State where dwelling is located «City», «State»

The purpose of this Amendment is to (check one or both): add a new resident, or delete an existing resident who is moving or has already moved out

- 2. NEW RESIDENT.** _____ ("new resident") may move into the dwelling as a resident under the Lease Contract.
- 3. OLD RESIDENT.** _____ ("old resident") (check one) has moved out or will move out. Upon move-out, old resident may no longer live in the dwelling. The old resident is released from the obligation to perform under the Lease Contract. If the old resident is not released, he or she will continue to be obligated to perform under the Lease Contract if the new or remaining residents fail to perform their obligations under the Lease Contract.
- 4. REMAINING RESIDENTS.** The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be obligated to perform under the Lease Contract.
- 5. CHANGEOVER DATE.** New resident may move in on the _____ day of _____, _____ (year) ("change-over date"). Old resident will move out before that date.
- 6. SECURITY DEPOSIT.** The old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease Contract term or renewal period, less lawful deductions.
- 7. GUARANTORS.** New resident will (check one):
- have the following guarantor(s) guarantee the Lease Contract: _____; or
- not have any guarantor guarantee the Lease Contract.
- The current guarantor will (check one of the following if old resident has a guarantor):
- continue to be liable under the Lease Contract until the end of the original Lease contract term; or
- be released from liability under the guaranty when this Amendment becomes effective.

- 8. DAMAGES AND CHARGES.** New resident accepts the dwelling in the condition existing at the beginning of the Lease Contract term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.
- 9. EXISTING KEYS.** Old resident (check one) has turned over or will turn over his or her key(s) and access device(s) to (check one :) new resident, remaining residents, owner, or not applicable.
- 10. REKEYING.** The dwelling has a deadbolt on each exterior entry door. Owner is not required to rekey *keyed* locks when roommates are added or changed; but new resident and remaining residents can request rekeying at their expense. New resident and remaining residents (check one) do or do not request that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be **\$50.00**.
- 11. EFFECTIVE DATE.** This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):
- new resident has completed and signed a Rental Application;
 - any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
 - owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
 - new resident complies with paragraph 6 regarding security deposits; and
 - this Amendment is signed by all parties.
- 12. SIGNATURES ON LEASE CONTRACT UNNECESSARY.** When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on the last page of the Lease Contract. Therefore it will not be necessary for anyone to sign or initial the Lease Contract itself. Signature of a resident who has already moved out in violation of the Lease Contract is not necessary.
- 13. BINDING AGREEMENT.** New resident and any guarantor acknowledge(s) that her or she has received a copy of the Lease Contract or has read it. New resident agrees to be bound by the Lease Contract just as if he or she signed the Lease Contract at the beginning of the Lease Contract term.
- 14. OTHER PROVISIONS.** _____

..... Signatures

Owner or owner's representative _____

Remaining resident (not moving out) _____

Remaining resident (not moving out) _____

Remaining resident (not moving out) _____

New resident (who is moving in) _____

Old resident (who is moving out) _____

Old resident's forwarding address (street, city, state, zip) _____

Printed name of person signing
