



LEASE AGREEMENT

NOTE: PLEASE RETURN ALL COPIES FOR OWNER SIGNATURE

THIS LEASE SUMMARY:

NAME: _____ ("Tenant") SS# ***-**-_____ DATE: _____

NAME: _____ ("Tenant") SS# ***-**-_____ DATE: _____

NAME: _____ ("Tenant") SS# ***-**-_____ DATE: _____

NAME: _____ ("Tenant") SS# ***-**-_____ DATE: _____

ADDRESS: _____ Stillwater, OK 74074
 and Pete's Management Co LLC (Referred to in this Lease as the "Owner" or "us," "we" or "our").

Starting Date of Lease Term: _____ **Ending Date of Lease Term:** _____

Your "Rent" for the Term is \$ _____ (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in the following payment option:

___ Twelve _____, (_12_) equal installments of \$ _____ payable as follows; the first installment due on _____, with remaining installments due on or before the 1st day of each month beginning _____.

Unit : located at _____ Stillwater, OK 74074 _____, the "Unit."

LEASED PREMISES: This Lease entitles you to exclusively occupy one unfurnished unit.

1. LEASE TERM. The Lease starts on the Starting Date, and ends at 12:00 NOON on the Ending Date (the "Lease Term"). You are liable under the terms of this Lease for the full Lease Term. You shall not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Unit, bad health, or for any other reason, except for involuntary military service. You may not occupy your Unit until the Lease and any required guaranty or other documents have been completely executed and delivered to us. If we determine, in our sole discretion, that your Unit is not available for occupancy on the starting date of the Lease Term, you are excused from paying Rent under the Lease for that period of time from the start date of the Lease Term until your Unit is available for your occupancy. Thereafter, if your Unit cannot be occupied, we will proceed as described in Paragraph 11 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Unit to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**

2. DESCRIPTION. This Lease is between you and us. We agree to lease to you and you agree to lease from us, the following:

- a. Your sole use of your Unit;
- b. Together with the other residents of the Unit, your joint use of the Common Areas (if applicable)
- c. Together with the other residents of the Unit, your joint use of those areas of the Unit to which all residents have general access;
- d. Your sole use of all appliances within the unit;
- e. Your use of the mailbox that is assigned to you by us (the "Mail Box"). If the Postmaster serving the unit has instituted or begins during the Lease "single drop delivery," your mail will be placed in the Mail Box, but we assume no liability for loss or delays in delivery and/or failure of delivery.

3. RENT AND ADDITIONAL CHARGES. You will pay us the "Rent Installment," which is composed of the Base Rent and other incidental charges, on or before the 1st day of each month, without any demand from us for payment. The Rent Installment is payable by mail to 601 S WASHINGTON UNIT#254 Stillwater, OK 74074 (or such other place of which you are notified in writing). Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. **ONLINE PAYMENTS:** Prior to move in you will receive information to set up your rent payments online through RENTECDIRECT.COM. You will be able to pay online via ACH or Credit Cards (additional fees apply).

If your Rent is not paid by 11:59PM on the second (2nd) day of the month your Rent is late and you will be charged \$30 in addition to your Rent. In addition, beginning at 11:59PM on the fifth (5th) day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any fees remain unpaid, not to exceed \$100 per month. Post-dated checks will not be accepted.

4. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent.

5. **UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked (X): cable TV, electricity, gas, water, sewer, garbage removal, internet, telephone. Electric service must be established and maintained by the residents throughout the term of the lease. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the cable, telephone and internet service provider. We will not be liable for any interruptions, surge or failure of utility services in the Unit or any damages directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation to any of the rules or regulations of the cable, telephone and/or internet service provider.

6. **SECURITY DEPOSIT.** The tenant agrees to pay a security deposit to the Landlord equivalent to one month of rent (Hereinafter "Deposit"). The deposit will be returned to the tenant at the end of this Agreement, less any unpaid rent, damages, or other deductions. Tenant is not entitled to interest on the deposit. The parties acknowledge that the Landlord will be permitted to deduct from the deposit any amounts for reasonable cleaning, painting, or repairs for damages of the unit at the end of this agreement. Ordinary wear and tear is expected and is not chargeable. The deposit may not be used by either party for any payment due under this agreement. If the landlord sells or assigns the unit, the landlord shall have the right to transfer the tenant deposit to the new owner or assignee to hold under this Lease and upon doing so the Landlord shall be released from all Liability to Tenant for return of said deposit. This fee in no way releases you from the obligation of leaving your unit in a good and clean condition, reasonable use and wear expected.

7. **NON-REFUNDABLE APPLICATION FEE.** In addition to the Rent you agree to pay, a one-time non-refundable application fee of \$ _____ which is required for the use of facilities, credit checks, and background checks. The application Fee is non-refundable and becomes our property whether or not you take possession of your unit.

8. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear expected. You will be responsible for returning all furniture to its original position prior to vacating your unit. You will not remove our furniture, fixtures, and/or furnishings from the unit for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.

9. **RIGHT OF ENTRY.**

- A. A tenant shall not reasonably withhold consent to the landlord, his agents and employees, to enter into the dwelling unit in order to inspect the premises, make necessary or agreed upon repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen or contractors. Landlord shall inspect the premises on a quarterly basis with advanced notice.
- B. A landlord, his agents and employees may enter the dwelling unit without consent of the tenant in case of emergency.
- C. A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least one (1) day's notice of his intent to enter and may only enter at reasonable times.
- D. Unless the tenant has abandoned or surrendered the premises, a landlord has no other right of access during a tenancy except as is provided in this act or pursuant to a court order.
- E. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or he may terminate the rental agreement.
- F. Locks cannot be changed by any resident at any time.

10. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests, or your personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the unit or the Unit, for injury to person or property arising from theft, vandalism or casualty occurring in the Unit. You agree to indemnify and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent or intentional conduct. **You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. It is a fact that no security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the unit. As to any and all security measures taken at the unit, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption no security systems exist. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Unit and/or any security system at the Unit. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Unit was or will be free from crime.**

11. **DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, your unit should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations to repair and restore your unit. In the event of such damage or destruction to your unit your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a unit of reasonably similar accommodation.

12. **DEFAULT.** You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed as directed by this Lease;
- b. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the other residents of the unit are disconnected or shut-off because of non-payment;
- d. You fail to move into your unit after completion of all required documentation, or if you abandon or apparently abandon your unit (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your unit);

- e. You or any other tenant/applicant have made any false statement or misrepresentation on any information provided to us;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- g. Any illegal drugs or illegal drug paraphernalia are found in your unit or the Unit (whether or not we can establish possession);
- h. You fail to pay any charge within 5 days after it is levied in accordance with this Lease;
- i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident environment as evidenced by repeated complaints about you made by the other residents;
- j. You keep any handgun, air gun, bow and arrows, firearm or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your unit.

13. **REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:
- a. Collect any charge imposed by the Lease;
 - b. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
 - c. Terminate the Lease and your right to occupy your unit and institute an action for eviction;
 - d. Terminate your right to occupy your unit and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Unit;
 - e. Sue to collect all unpaid Rent and other sums, which would become due until the Ending Date of the Lease;
 - f. Report all violations to credit reporting agencies; and
 - g. Do any combination of a, b, c, d, e or f.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your unit and leave the Unit or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

14. **RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

15. **CONDITIONS OF PREMISES.** A Unit Condition Form will be provided to you at the time that you move into the Premises. Within 48 hours after you move-in, you are required to return the Unit Condition Form and notify us in writing of any defects or damages in your unit; and the fixtures, appliances and furniture in your unit will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR UNIT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR UNIT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO YOUR UNIT, THE UNIT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR UNIT AND THE UNIT.** You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your unit or any part of the Unit including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Unit by other residents of the Unit if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excluding only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your unit and the furnishings provided in the Unit. In addition, you will be jointly and severally liable for all damages to other shared areas of the unit and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Unit amenities and any of the furnishings, systems or components located in or on the Unit. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. You will also be responsible for any of our property that is taken from the Unit upon moving out, including: furniture, laundry doors, and any other property that belongs to us. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

16. **RIGHT OF REFUSAL.** Until we have executed this Lease, we shall have the right to refuse to lease a unit to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap, gender or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.

17. **TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent. You will not move out of your unit or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your unit, and you waive any right, statutory or otherwise, to do so. No surrender of your unit by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.

18. **YOUR DUTIES UPON TERMINATION.** When you leave, whether at or prior to the expiration of the Lease Term, your unit, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the unit, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your unit after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above.

19. **CONSENT TO JURISDICTION.** This Lease has been entered into in Payne County, Oklahoma. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Payne County, Oklahoma.

20. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State of Oklahoma. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

21. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

22. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.

23. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

24. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Unit and the Guarantor where applicable.

25. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

26. **ASSIGNMENT.** This Lease permits you, and only you, to live in your unit and to use the Common Areas of the Unit. You may occupy your unit as your private residence and for no other purpose. While you cannot lease any part of your unit to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your unit before filling other units. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A \$200 assignment fee must be paid by you prior to the assignment and the new resident must take possession of your unit before the assignment will be considered complete.

27. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

28. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Unit will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Unit and a lender takes over ownership of the Unit, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Unit's lender(s). If any of the Unit's lenders takes over ownership of the Unit, you agree that you will then be Tenant of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.

29. **SALES.** Any sale of the Unit will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Unit will be responsible for the performance of the duties of "Owner" from and after the date of such sale.

30. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

31. **HOLDING OVER.** If you still occupy your unit past the Ending Date of the Lease Term or the date on which you are notified to vacate your unit, then you will be required to pay holdover rent in the amount of \$150.00 per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your unit and damages from you.

32. **NOTICES.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by certified mail to you or by personal delivery to you by posting the notice or demand on the front door of the unit. When the notice applies to more than one resident of the unit, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

33. **PARKING.** A limited number of parking spaces are available. Any unauthorized, inoperable, or abandoned vehicles parked will be towed at the owner's expense. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. We are also not liable if you choose to park illegally in fire lanes or handicapped areas. You are advised to obtain appropriate vehicular insurance coverage.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

Print Name: _____	Signature: _____	Date: _____
Print Name: _____	Signature: _____	Date: _____
Print Name: _____	Signature: _____	Date: _____
Print Name: _____	Signature: _____	Date: _____

OWNER/MANAGER: PETE'S Management Co, LLC

Print Name: Jason Utley Signature: _____ Date: _____

RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these “**Rules and Regulations**” for the purpose of preserving the welfare, safety, and convenience of tenants in **Pete’s Management Co LLC** for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

- First: If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.
- Second: If there is a second complaint we will investigate and if we find that the complaint is of merit, we will issue a fine or a Ten/Fifteen (10/15) Days Notice which will require that the violation be rectified within Ten (10) days or eviction will be filled in Fifteen (15) days.
- Third: Any subsequent like breach of the Lease or Rules and Regulations is grounds for immediately terminating the lease if Management deems necessary.

1. Solicitation and/or canvassing of any kind, without our prior written consent, are not permitted. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Unit for any commercial business or purpose. You will use and occupy your unit in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your unit or around the unit. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your unit or the Unit. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Unit.
4. Pets are not permitted in or about the Unit without a pet agreement signed by both parties, in addition to, the tenant paying a pet deposit. If an unauthorized pet is found in the Unit, the following will apply:
 - First: A written warning will be issued to you specifying the complaint and a \$100.00 charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment. Tenant may keep the pet if a pet agreement is signed by both parties and tenant pays a pet deposit.
 - Second: Upon a second violation, a \$200.00 charge will be assessed against you, and we will issue a Ten/Fifteen (10/15) days notice. Tenant may keep the pet if a pet agreement is signed by both parties and tenant pays a pet deposit.
5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Unit. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, halogen lamps, or anything with an open heating element or flame are not allowed within the Unit. Grilling and the usage or storage of outdoor grills are allowed either with charcoal or gas grills, and are permitted only in designated areas.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Unit. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Unit in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-tenant and residential nature of the Unit, offensive or disruptive noises or odors of any kind are prohibited in the Unit. You and your guests should, at all times, maintain order in the Unit. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Unit (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Unit. Band instruments of any kind may not be played in the Unit without our prior written consent.
11. Smoking is not allowed in any unit. Smoking is only permitted in outside areas of the unit. All cigarette butts must be disposed of properly. A fine of \$1.00 per cigarette butt may be assessed if not disposed of properly.
12. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of \$5.00 per unit key will be made for each key lost or not returned. Locks are changed at a cost of \$45.00 per lock. A fee of \$25.00 will be assessed for lockouts.
13. You must comply with posted Rules and Regulations.
14. A returned check charge of \$30.00 will be assessed for any check returned unpaid. No checks will be accepted throughout the remainder of the Lease Term if at any time we receive a check that is returned unpaid.
15. No furniture/appliance is to be removed from public areas or from the Unit.
16. Trash containers are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container.
17. **No trash or garbage accumulation is allowed in or around the Unit. Discarded trash, garbage, and household personal items(s) are not allowed in common areas, balconies, breezeways, outside front doors, or anywhere in the Unit. These items must be placed in the trash containers provided in the Unit. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to \$10 for each item that we must remove. For subsequent violations, each item may be charged \$25 per item. Cigarettes are also considered trash and may be charged \$1 per butt.**
18. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Unit without our prior written consent.
19. Tenants are responsible for maintaining the grounds and landscaping at their own cost unless otherwise prearranged.



BED BUG ADDENDUM

1. DWELLING UNIT DESCRIPTION

Unit Address: _____

2. LEASE CONTRACT DESCRIPTION

Lease Contract Date: _____ through _____

Residents (list all residents): _____

3. INSPECTION

The dwelling has been inspected prior to move-in and there was no evidence of bed bugs or bed bug infestation.

4. INFESTATION

___ You are not aware of any infestation or presence of bed bugs in your previous apartment, home, or dwelling. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence.

OR

___ You agree that if you previously lived anywhere that had a bed bug infestation that all your personal property has been treated by a licensed pest control professional and items that belong to you are free from further infestation. If there are any previous bed bug infestations, please notify management in writing with a list of the month/year and treatment details.

5. NOTIFICATION

You must promptly notify us of any known or suspected bed bug infestation or presence in the dwelling or in any of your clothing, furniture, or personal property.

6. RESPONSIBILITIES

You will be required to pay all costs of cleaning and pest control treatment incurred by us to treat your dwelling for bed bugs. If we confirm the presence of bed bugs after you vacate the dwelling, you will be held responsible for the cleaning and pest control treatment costs. If we must move other residents in order to treat adjoining or neighboring to your unit, you will be held liable for payment of any of the lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings.

X _____ X _____

X _____ X _____