

LEASE AGREEMENT

The entire lease agreement consists of six (6) pages (plus addendums). Do not sign your name to this agreement until you have read and understand every term. If you have any questions about any terms, the manager will be happy to answer them. This page is a summary of the lease agreement, provided for your convenience as a quick reference guide. As stated above, however, the entire lease agreement consists of six (6) pages (plus addendums): this page followed by the “details of lease terms” on pages 2-6 (items 1-38).

1. Apartment Community (Referred to as “Landlord” or “We” or “Us”) _____ and is the property manager (Referred to as “Manager”, “Management”). ANY NOTICE OR SERVICE OF PROCESS TO BE GIVEN TO LANDLORD OR MANAGER SHALL BE DELIVERED TO THE ADDRESS LISTED IN NUMBER 2.
2. Address of Community _____
3. Unit Number _____
4. Move-In Date _____ 5. Effective Date Lease _____
6. Name(s) of Person(s) Signing Lease (Referred to as “Tenant” or “You”) (all household members 18 years of age or older unless dependent of household) _____
7. Name(s) of Other Occupant(s)/Dependent(s) Allowed _____

8. No. of Bedrooms _____
9. Lease term _____ months beginning on Effective Date and ending on _____
10. Monthly Rent \$ _____ Check made payable to _____

11. Utilities and Services to be Paid by Landlord:

____ Electricity ____ Gas ____ Trash ____ Water ____ Sewer

NOTE: We will only pay for those checked – otherwise, You are responsible for connection and payment of ALL utilities.

12. Appliances Provided by Landlord:

____ Refrig. ____ Stove ____ Dishw. ____ Dispos. ____ Microw. ____ W/D ____ Other _____

NOTE: We only provide those checked – otherwise, You are responsible for appliances in accordance with this Lease.

13. Additional Fees/Deposits:

- | | |
|--|----------|
| (A) Security Deposit (to be held in trust) | \$ _____ |
| (B) Pet Fee (if applicable) | \$ _____ |
| (C) Monthly Cable Fee (if applicable) | \$ _____ |

14. **Thirty (30) Day Notice:** You must give thirty (30) days notice prior to terminating the lease. If You fail to give timely notice under this policy, You will be liable to pay a notice fee equal to one month’s rent. (NOTE: This policy applies whether the termination occurs at the end of the lease term, during the lease term, or during any successive holdover period.)

15. **Lease Break Fee:** If You terminate this lease before the end of the lease term, You will be liable to pay a lease break fee equal to one month’s rent. This is separate from and in addition to the Notice Fee.

16. **Non-Payment of Rent:** RENT IS DUE ON THE FIRST DAY OF EACH MONTH! IF YOU DO NOT PAY YOUR RENT ON TIME, YOU WILL BE CHARGED A LATE FEE OF _____ ON THE 6th DAY OF THE MONTH. WE WILL FILE EVICTION WITH THE MAGISTRATE IF YOU DO NOT PAY YOUR RENT AND/OR OTHER BALANCES BY THE 10th OF THE MONTH OR THE 1ST BUSINESS DAY AFTER THE 10TH OF THE MONTH. THIS IS YOUR NOTICE. YOU WILL GET NO OTHER NOTICE OTHER THAN THIS AS LONG AS YOU LIVE IN THE PREMISES.

DETAILS OF LEASE TERMS

These Terms should be read together with the SUMMARY OF LEASE AGREEMENT on Page 1. Together, the Summary and these Details make up the total Lease Agreement. Both parts are important and should be read carefully. The “Landlord”, “We”, or “Us” refers to the Apartment Community listed on the Lease Summary Page, and the person(s) signing the lease is(are) referred to as “Tenant” or “You”.

17. PREMISES: In consideration of the mutual promises and agreements in this lease, We agree to lease to You and You agree to lease from Us the residence described in Items 1-3 on Page 1 – including the existing fixtures, carpeting, draperies, appliances, and any furnishings provided by Us. Together, the residence and contents are referred to as the “Premises”.
18. RENT: You will pay the amount of monthly rental shown in Item 10 on Page 1 **on or before the first day of each month during the lease term.** Your check must be made payable to the agent named in Item 10 on Page 1 and delivered to the office of the Manager. You may either mail or hand-deliver payment in accordance with office procedure. **If You choose to mail payment, We must receive it on or before the 1st day of the month or it will be considered a late payment.** We reserve the right to change these delivery instructions. **If rent is received late twice (2x) in a twelve (12) month time period, the Lease Agreement will be Terminated.**
19. NON-PAYMENT AND LATE PAYMENT OF RENT: **RENT IS DUE ON THE FIRST DAY OF EACH MONTH.** If you do not pay your rent on or before the first day of the month, your rent is considered late. If you fail to pay your rent by the 5th day of the month, the following will occur: (1) you will be charged a late fee of _____ on the 6th day of the month; (2) you will be required to pay the overdue rent and the late fee by money order or cashier’s check – no personal checks; and (3) we will have the right to terminate the lease and start eviction proceedings against you. If we choose not to terminate the lease, you will still be liable to pay the late fee. You will be in breach of the lease until you pay the overdue rent plus the late fee. **YOU WILL GET NO OTHER NOTICE OTHER THAN THIS AS LONG AS YOU LIVE IN THE PREMISES.**
20. THIRTY (30) DAY NOTICE: **You must give thirty (30) days notice prior to terminating the lease. If You fail to give timely notice under this policy, You will be liable to pay a notice fee equal to one month’s rent.** Please be aware that this policy applies regardless of when You terminate the lease – at the end of the lease term, during the lease term, or during any successive holdover period.
21. NO AUTOMATIC RENEWAL OF LEASE: The lease automatically terminates at the end of the lease term. Unless a new lease is entered into, the lease will terminate on the date specified in Item 9 on Page 1.
22. LEASE BREAK FEE: **If You terminate this lease before the end of the lease term, You will be liable to pay a lease break fee equal to one month’s rent.** This fee is separate from and cumulative to the notice fee.
23. RETURNED CHECKS: To help Us defray the costs associated with a check that is not accepted by the bank on which it is drawn, We reserve the right to charge a fee for each returned check – this fee will be equal to the fee charged by the bank. After one (1) bad check, you will be required to pay rent by way of money order or cashier’s check. This policy applies to any check you write us – whether it is for rent, for any fee imposed under this lease, or for any other purpose, for the remainder of your tenancy.
24. UTILITIES: You are responsible for those utilities **not** checked in Item 11 on Page 1. Your responsibilities include (a) having those utilities put in Your name at the time of move in and ensuring that they are turned on at all times; (b) paying the bills; and (c) having them taken out of Your name upon termination of the lease. Any utilities which are turned off for 24 hours or more will result in termination of the Lease Agreement.
25. LEASE TERM: You will lease the premises for the lease term indicated in Item 9 on Page 1. The beginning of the lease term, however, is conditional on our obtaining possession of the Premises as expected.
26. SECURITY DEPOSIT: To secure Your performance of all obligations under this Lease, You will pay the amount set forth in Item 13(A) on Page 1. This amount is referred to as the “Security Deposit” and will be held by Us in trust for the duration of the lease term. If You fully and faithfully perform all obligations under the lease, We will return the Security Deposit to You. However, We have the right to deduct from the Security Deposit an amount sufficient to pay any of the following: unpaid rent, damages caused by lease break or abandonment, costs associated with deliberate or negligent destruction of any part of the Premises and/or any part of the community property, and costs associated with cleaning the Premises if, upon termination of the lease, We determine that the Premises are not reasonably clean. **Upon termination, You MUST provide Us with a**



forwarding address so that We may mail You Your security deposit. If We retain any or all of the security deposit for any of the above reasons, We will notify You in writing and provide an itemized accounting.

27. **NONCOMPLIANCE WITH LEASE AGREEMENT OR PROPERTY RULES:** Except as otherwise provided, **if You fail to comply with any terms of this lease or any of the rules respecting the apartment community, You will have breached this agreement, and We may choose to terminate the lease immediately.**
28. **OCCUPANTS:** You shall use the Premises only as a private dwelling, and only those persons who have signed this Lease and those persons named as occupants in Item 7 on page 1 of Lease may occupy the Premises or use any facilities associated with the Premises without Our prior, written consent. If anyone else wishes to reside in the Premises, he/she must have Our permission, which may be requested by filling out a rental application available in the property manager's office. Approval must be obtained PRIOR to any additional occupants moving into your residence. Further, You may use the Premises as a private residence only. Any additions to the Household within the first six (6) months of initial move-in requires the entire household to be requalified under LIHTC guidelines.
29. **USE OF PREMISES:** You shall not permit any unlawful activities on the Premises. Further, You shall not disturb others nor use the Premises in any manner that may injure the reputation, safety, or welfare of the Premises, other Tenants, or Us. Application of this policy and determination of whether it has been violated shall be in the sole discretion of Landlord.
30. **ASSIGNMENT AND SUBLETTING: You may not assign or sublet.**
31. **TRANSFER OF LANDLORD'S INTEREST:** We have the right to transfer this lease if the property is sold or transferred to another. In such a case, We are relieved of all liability under this lease, and Your remedies from any breach must be sought from whomever succeeds to Our rights in the property.
32. **ENTRY AND INSPECTION BY LANDLORD:** You shall not unreasonably withhold consent to Us to enter the Premises in order to inspect, make repairs, alterations, supply services, or to exhibit the property to an interested party (for example, prospective tenant). Further, We may enter the Premises without Your permission in certain circumstances: (1) in case of emergency (for example, if property is in danger of immediate damage); (2) between 9 a.m. and 5 p.m. to provide periodic services (for example, pest treatment); (3) between 8 a.m. and 8 p.m. to provide services requested by You; and (4) if You surrender or abandon the property. In any case of entering without Your consent, We will knock and announce our intent to enter. Further, except in cases of emergency, We will provide You at least 24 hours notice before entering.
33. **ABSENCE AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of fifteen (15) days after default in the payment of rent must be considered as abandonment of the dwelling unit. If You abandon the unit under the law for a period of at least fifteen (15) days, We may take possession and attempt to re-let. If you abandon the unit and terminate the utilities to the unit and fail to pay rent, We will consider the abandonment immediate. We will also dispose of Your property in accordance with the law. If We re-let the unit, this lease will terminate as of the date of the new tenancy, and You will be liable for all unpaid rent accrued up until commencement of the new tenancy, or the natural expiration date of Your lease, whichever occurs earlier. When a dwelling unit has been abandoned or the rental agreement has come to an end, and You have removed a substantial portion of your property or voluntarily and permanently terminated your utilities and have left personal property in the dwelling unit or on the premises with a fair-market value of five hundred (\$500) dollars or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property and take possession of the dwelling unit.
34. **DAMAGES DUE TO LEASE BREAK OR ABANDONMENT:** In the event of early termination of lease, You will be liable for a lease break fee in the amount of one month's rent. If You abandon the premises, You shall be liable to Us for all damages We incur by reason of Your lease break or abandonment, and rent will continue to accrue until We successfully re-let the unit or the lease naturally terminates, whichever occurs earlier. We reserve the right to satisfy any damages We incur by reason of Your lease break or abandonment out of Your security deposit.
35. **COMMON AREAS:** The common area facilities of the property such as the swimming pool, fitness facility, clubhouse, and/or laundry facilities, if any, may be used by You subject to the rules posted. Use of the common areas is at Your own risk and You agree to indemnify Us and Our agents from liability. Parking is provided in the designated parking areas only for the cars and trucks which belong to members of your immediate household. Any vehicle parked by You, Your family, or guests which becomes a nuisance may be towed away and stored at Your expense.



36. **CARE OF PREMISES:** In maintaining the premises, **YOU MUST:**
1. Comply with building codes affecting health and safety;
 2. Keep the Premises and areas You use reasonably safe and clean;
 3. Dispose from the Premises all ashes, trash, rubbish, and other waste in a reasonably clean and safe manner;
 4. Keep all plumbing fixtures reasonably clean;
 5. Use all appliances and fixtures in a reasonable manner;
 6. Not deliberately or negligently destroy, deface, damage or remove any part of the Premises or knowingly allow another person to do so;
 7. Not interfere with other tenants' peaceful enjoyment of their premises or the common areas;
 8. Comply with the terms of this lease.
37. **ALTERATIONS TO PREMISES:** **You may not alter the Premises without Our prior written permission.** If permission is granted, such alteration will be done at Your expense, in a workmanlike manner, and with materials and/or by contractors approved by Us. Further, unless otherwise agreed upon in writing between You and Us, any alteration will become a permanent part of the Premises.
38. **PETS: No pets allowed unless** (1) You live in a community which allows pets; (2) You get Our prior written consent and execute the Pet Agreement; (3) You pay a non-refundable pet fee; and (4) You pay a monthly pet fee as designated in the Pet Agreement. If You get a pet without following the rules, You will be immediately subject to the one-time pet fee, retroactive and prospective monthly pet fees, and/or eviction.
39. **INSURANCE:** You are responsible for insuring Your personal property against any and all contingencies. Regardless of whether you obtain such insurance, We will not be liable under any circumstances for damage to, destruction of, or loss of Your personal property. Further information regarding insurance for your belongings is detailed in the community rules addendum.
40. **RELEASE AND INDEMNIFICATION:** You agree to release and indemnify Us and Our agents from and against any liability for injury to You, any member of Your family, or Your guests resulting from any cause except personal injuries caused by the negligent or intentional acts of Us or Our agents.
41. **DELIVERY OF NOTICES:** All notices must be in writing and hand-delivered to the property manager or sent by mail to Us, in care of the property manager, at the address of the property manager's office.
42. **FIRE OR CASUALTY:** In case of fire or other casualty, You shall give immediate written notice to Us. At Our option, We may repair the damage and Your rent obligation shall continue. If We choose not to repair, the lease terminates immediately, and You are liable only for rent due up to the time the damage occurred. However, You are liable and shall indemnify, defend, and hold Us harmless for any such damage caused by the negligence, misuse, or any act attributable to You, Your family, guests, employees, or agents.
43. **STATUS OF LANDLORD'S AGENT:** The responsibility for all obligations under this lease rest with the Owner. The Agent shall have the powers and rights of the Owner, but the Agent's duties are only those owed to the Owner. Further, the Agent shall benefit from all provisions under this lease to the same extent as the Owner.
44. **LATE DELIVERY OF POSSESSION:** We will do our best to deliver possession of the Premises to You at the date the lease begins. However, if We fail to do so, We shall not be liable for any reason and such failure will not make this lease invalid. In such a case, We will pro-rate the rent accordingly to reduce Your payment for each day that We are late in delivering possession of the Premises.
45. **TENANT'S DUTIES AT TERMINATION OF LEASE:** Whenever the lease terminates, by natural expiration, eviction, or for any other reason, **YOU MUST:**
1. Pay all utility bills due and discontinue those services;
 2. Vacate the Premises and remove all of Your personal property;
 3. Clean the Premises and make all repairs necessary to return the property to the condition it was in when You began Your lease term (ordinary wear and tear excepted);
 4. Fasten and lock all doors and windows;
 5. Return to Us the keys;
 6. Walk through the unit with management to complete the Move Out Inspection Form.
 7. Notify Us of a forwarding address (for Security Deposit return).



46. **TERMINATION FOR MILITARY TRANSFER:** If You are a member of the United States Armed Forces who (i) has received permanent change of station orders to move fifty (50) miles or more from the premises or (ii) is prematurely or involuntarily discharged or relieved from active duty with the United States Armed Forces, You may terminate this lease by written notice of termination to Us stating the effective date of such termination, which date shall not be less than thirty (30) days after receipt of notice by Us, provided such notice is accompanied by a copy of the official orders of such transfer, discharge or release from active duty or a written verification signed by Your Commanding Officer. The final rent due by You shall be prorated to such date of termination and shall be payable, together with liquidated damages in the amount of (a) one (1) month's rent for the Premises, if less than six (6) months of the term of the lease have elapsed as of the effective date of termination, or (b) the amount of one-half (1/2) of one (1) month's rent, if more than six (6) months but less than nine (9) months of the term of the lease have elapsed as of the effective date of such termination; provided, however, no liquidated damages shall be due unless You have completed less than nine (9) months of the tenancy and We have suffered actual damage due to the loss of the Tenancy.

Upon your compliance with all the requirements of this paragraph, We shall release you from all obligations hereunder and this lease shall terminate. The Security Deposit shall be returned, subject to the provisions of Paragraph 26 herein.

47. **AMENDMENT OF LAWS:** If the law changes during the term of this lease in such a way that it will affect the terms of this lease, the affected terms of the lease shall automatically be amended so as to comply with the new law.

48. **DELIVERY OF KEYS:** Delivery of keys to Us will not automatically terminate the lease but will constitute a surrender of the Premises by You. In order to terminate this lease, You must comply with all of the terms set forth herein.

49. **WAIVER OF RIGHTS:** If We waive any term of this lease or any of Our rights arising from it on a particular occasion, such waiver does not constitute waiver for any future occasions. For example, if We were to accept rent from You after the due date without imposing a late fee, You are not entitled to the same benefit in subsequent months if You fail to timely pay Your rent.

50. **LIABILITY OF ALL TENANTS:** If this lease is executed by more than one party, all such persons shall be jointly and severally liable for payment of rent and compliance with all lease terms. This means that any individual residing in the Premises can be held entirely liable in any case in which You owe us monies or damages. For example, if You live with a roommate who fails to pay his/her share of the rent, You may be held personally responsible for the entire amount of rent even though Your roommate is at fault, and vice versa.

51. **PERMISSION TO STORE PROPERTY:** In the event that You default on rent or fail to comply with the Lease Agreement in such a way that We terminate the lease, and You are unable or unwilling to remove Your property from the premises, You give Us permission to enter the Premises, move the property to an off-site third-party storage facility, and hold You, Your representative, or Your estate responsible for paying the cost of storage.

52. **ENTIRE AGREEMENT AND AMENDMENT:** This agreement constitutes the entire agreement between the contracting parties including the following Addendums hereto (marked with an X):

- | | |
|---------------------------|---------------------------------------|
| _____ Tax Credit Addendum | _____ Smoke Free Addendum |
| _____ VAWA | _____ Sub Metering Addendum |
| _____ Pet Addendum | _____ Bed Bug Addendum |
| _____ Cable Addendum | _____ Section 42 Lease Rider Addendum |
| _____ Community Rules | _____ Other _____ |
| _____ Mold Lease Addendum | |

Only those terms contained in this document will be binding on the parties unless subsequent agreements, amendments, or modifications are in writing and signed by the parties named below.

53. **FORM:** You and We hereby acknowledge that this agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. You and We agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either Us or You; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neutral gender, as appropriate; and (5) the



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invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

54. INSPECTION OF THE PREMISES: You hereby acknowledge that You have inspected the Premises and completed a Move-in Inspection Form. Landlord has accepted the form as completed. You hereby acknowledge that You have the right to inspect the Premises and complete the Move-in Inspection Form prior to occupying the Premises.

BY SIGNING BELOW, TENANT(S) ACKNOWLEDGE(S) THE FOLLOWING:

- 1. I/WE AGREE THAT I/WE HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT. INITIALS: _____
- 2. I/WE AGREE THAT A CHANCE WAS GIVEN TO ASK QUESTIONS ABOUT THIS AGREEMENT. INITIALS: _____
- 3. I/WE AGREE TO EVERY PROVISION IN THIS AGREEMENT. INITIALS: _____

TENANT(S):

Signature(s): _____

Print Name(s): _____

Date: _____

LANDLORD:

Signature : _____

Date: _____