

Apartment Lease Agreement

THIS LEASE made this _____ Day of January, 2007 by and between Landlord: _____ and Tenant: _____

Apartment Number: _____ Apartment Address: _____

Lease Date:	Monthly Rent: \$
Lease Term:	First Month: \$
Starting at noon on:	Security Deposit: \$
Ending at noon on:	Pet Security: \$

Tenant agrees to pay landlord as rent for the apartment the total sum of _____ Dollars and _____ Cents (\$ _____) payable in an initial installment of _____ Dollars and _____ Cents (\$ _____) and thereafter payable in equal monthly installments of _____ Dollars and _____ Cents (\$ _____) in advance, without deduction or demand, on the first day of each and every month of the term commencing the _____ day of January, 2007.

1. UTILITIES

This lease includes: No utilities except cold water

2. ADDITIONAL RENT AS LATE CHARGES:

WHEN RENT IS TO BE PAID:

BAD CHECK CHARGES:

ANY RENTS NOT PAID ON OR BEFORE THE _____ DAY of the month will be subject to an additional rent charge of _____ % of the monthly rent of \$ _____ which is a total of \$ _____.

ANY CHECKS RETURNED BY THE TENANT'S BANK FOR NON-PAYMENT will be charged a \$ _____ bad check charge and if this check is not paid by the above late payment dates, then the **ADDITIONAL RENT CHARGE WILL ALSO APPLY BECAUSE THE CHECK WAS WORTHLESS TO BEGIN WITH.**

THE ABOVE ADDITIONAL RENT CHARGES ARE LEVIED BY THE LANDLORD SO THAT ONLY THOSE TENANTS THAT CAUSE THE EXTRA BORROWING, BOOKKEEPING AND COLLECTION EXPENSES PAY FOR THEM AND NOT THE MAJORITY OF TENANTS WHO PAY THEIR RENT ON TIME.

The tenant is responsible for any balance due at the end of the lease. If the landlord finds it necessary to send the account to collection, the tenant shall be liable for all collection fees.

3. USE OF APARTMENTS AND OCCUPANTS

The apartment shall be used for living purposes only. The apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with the States Real Property Law regarding Occupants.

4. TENANT'S SECURITY DEPOSIT

Tenant has given the landlord a security deposit in the amount stated above as security for the tenant's full and faithful performance of all terms and conditions of this lease, and to cover costs to repair any and all damages caused by the tenant. Normal wear and tear is expected. The security deposit shall not be used to pay the last month's rent or any other month's rent. The security deposit shall be returned within 30 working days after the end of this lease if all provisions of the lease are met. If there are any tenant caused repairs, the deposit will be returned within 30 working days after all costs are known.

The money advanced as a security deposit under terms of this agreement will be deposited in a bank account at _____ Bank. The interest paid on this account is _____%. The sum due as interest will be paid to the tenant less 1% of the annual interest which the landlord is entitled to by law for administrative expenses, on return of the tenant's security deposit, less any adjustments. SEE ATTACHED SECURITY DEPOSIT SCHEDULE AND AGREEMENT, WHICH IS A PART OF THIS LEASE.

5. PET POLICY _____ (Tenant's Initials)

No animals shall be allowed on the premises or in the apartment without a signed Pet Lease Addendum. No snakes, reptiles, rabbits, chickens, roosters, pheasants, pigeons, ferrets, skunk or wild animals of any kind are permitted.

IF ANY TENANT VIOLATES THE PET POLICY, TENANT WILL BE LIABLE FOR EVICTION COSTS, CARPET AND PAD REPLACEMENT COSTS, EXTERMINATION COSTS AND ALL OTHER COSTS AS NOTED IN THE SECURITY DEPOSIT AGREEMENT. THE TENANT WILL ALSO BE LIABLE FOR THE APPLICABLE PET RENT FROM THE START OF THEIR FIRST LEASE.

A limited number of small birds kept in a cage and limited number of small aquariums will be permitted. If fish are kept, it is necessary that the tenant provides the landlord with a "Renters Apartment Insurance Policy" certificate indicating that the tenant has liability insurance in case of accidental flooding of the fish tank.

TENANTS ARE NOT PERMITTED TO "ANIMAL SIT" AT ANY TIME FOR ANY LENGTH OF TIME WITHOUT A PET LEASE.

6. WATER FILLED FURNITURE

Water filled furniture (one piece) is allowed in the apartment under the following conditions: The tenant must have a "Renters Insurance Policy" covering his or her liability in case of flooding of landlords or other tenant's property. The tenant shall furnish the landlord a certificate of the insurance coverage.

7. FIRE AND HAZARD INSURANCE

The landlord has fire, hazard and liability insurance to cover his property. None of the tenant's property is covered by the landlords insurance. The landlord does not have an insurance interest in the tenant's property. IT IS STRONGLY URGED THAT THE TENANT OBTAIN HIS OWN APARTMENT RENTERS INSURANCE POLICY.

8. ADDITIONAL ELECTRICAL APPLIANCES

Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air conditioning equipment or other such appliance unless installed or provided by the landlord or with the landlord's written consent. Tenant must not use more electric equipment or appliances than wiring or feeders to the apartment or building in which the apartment is located can safely carry.

9. LANDLORD'S INABILITY TO PROVIDE POSSESSION

In the event the apartment is not ready for occupancy at the date this lease is to start by reason of making any alteration, improvements decorations, repairs or construction of the apartment or building the apartment is in or because of a hold-over tenant this lease shall remain in full force but the tenant will be charged rent only for the time tenant occupies the apartment. The ending date on the lease will not be effected. In the event the Landlord is unable to provide possession of premises after 45 days from start of Lease Term, tenant may cancel and any monies paid will be refunded.

10. ASSIGNMENT

This lease may be assigned at any time by the landlord without consent of the tenant.

11. SUBORDINATION

This lease is subject and subordinate to all ground or underlying leases and mortgages which may now or later affect the real property of which the apartment form a part and to all renewals, modifications, replacements and extensions of the lease.

12. HEAT AND AIR CONDITIONER CONTROLS, OVEN AND RANGE

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

No air conditioners are to be left running unless the apartment is occupied. Overloaded air conditioner compressors sometimes heat up and cause a fire before the electrical breakers disconnect. Black acrid smoke is blown throughout the apartment by the air conditioner fan. If a tenant is home, the unit can be unplugged or the circuit breaker shut off before any damage. The tenant will be responsible for all damages if the official fire investigators determine that air conditioners, oven or stoves, ranges, coffee makers or other electric appliance were left in operation in tenant's unoccupied apartment and such appliance was the cause of the damage.

13. CABLE TELEVISION: TELEPHONE SERVICE, LIGHT BULBS

This lease does not include any cable television hookups of any kind. These services are available at extra cost direct from the cable TV companies.

The telephone outlets or jacks that are in the apartment at the time the lease starts are the only jacks that the landlord supplies. Phone service and installation can be ordered from the telephone company directly by the tenant at the tenant's expense.

The landlord delivers the apartment to the tenant with all the electric light bulbs in working order. It is the tenant's responsibility to replace them as needed and to have all the bulbs in working order when the tenant vacates the apartment.

14. LANDLORD'S RIGHT OF ENTRY

Landlord or landlord's agent shall have the right to enter the apartment during the reasonable hours, to examine the same, and to show it to prospective purchasers or prospective tenants for a period of 45 days prior to the termination of this lease. If during the last month of this lease the tenant has removed all or most of his property, the landlord may start to renovate or redecorate the apartment. There will be no elimination or abatement of rent or other compensation allowed. Whenever possible the landlord will call the tenant for an appointment to show the apartment or to inspect it. The landlord has the right of entry in case of emergency at any time when landlord or landlord's agents believe that water pipes are flooding or sewage is backing up or in case of fire. If the tenant has replaced the landlord's master keyed lock or has had his or her own installed in addition, the tenant will be liable for the damaged door and woodwork if it has to be forced open. Tenant should give landlord a key for any special lock. Tenant is required to leave the special lock when he vacates or pay for the replacement of the door and woodwork to its original condition.

15. TENANT'S APPLICATION FOR APARTMENT, RULES AND REGULATIONS

The tenant's apartment application becomes a part of this lease, the attached Rules and Regulations becomes a part of this lease.

16. LANDLORD'S OBLIGATIONS AND RESPONSIBILITIES

- A. Landlord shall pay all mortgage payments to the mortgagee.
- B. Landlord shall pay the common area utility bills and any others landlord is liable for.
- C. Landlord shall pay the water and sewer charges, levied on the apartment.
- D. Landlord shall pay the real estate taxes and school taxes and any special assessments.
- E. Landlord shall pay the trash removal costs.
- F. Landlord shall pay the snow removal costs.
- G. Landlord shall pay the landscaping costs.
- H. Landlord shall pay to have extermination service as needed.
- I. Landlord shall pay the maintenance of electrical appliances landlord has provided.
- J. Landlord shall pay to have the common areas in buildings cleaned and in good repair.
- K. Landlord shall pay to have the building roofs in good repair.
- L. Landlord shall pay to have the building siding, brick, trim, doors, etc. in good repair.
- M. Landlord shall provide a coin operated laundry room for tenants to use, as applicable.
- N. APARTMENT PAINTING AFFIDAVIT: Landlord shall hire a Painting Contractor to paint the walls of an apartment before occupancy by tenant or after occupancy if for some reason landlords Painting Contractor cannot perform the work before tenant moves into the apartment. The landlords Painting Contractor shall sign an APARTMENT PAINTING AFFIDAVIT which lists the painting that was done. The landlords Resident Manager or other agent will inspect the workmanship, when the work is completed.
- O. APARTMENT SERVICE CHECKLIST. Landlord shall hire a skilled maintenance person to perform an APARTMENT SERVICE CHECKLIST in the apartment. This list requires all items in the apartment to be inspected for service requirements. If any items need repair or replacement, the work is done then. This form is signed by the person doing the work. The workmanship is inspected by the landlord's Resident Manager or another agent and this person also signs off that the work was completed, when and if workmanship passes inspection.
- P. APARTMENT CLEANING CHECKLIST. Landlord shall hire cleaners to clean the apartment before occupancy by tenant or after occupancy if for some reason cleaners cannot do it before tenant moves into apartment. The cleaners will sign the APARTMENT CLEANING CHECKLIST form with the items to be cleaned and the workmanship will be inspected by the landlords Resident Manager or other agent and will also sign off that the work was completed, when and if the workmanship passes inspection.
NOTE: If a tenant is not satisfied with the apartment PAINTING, SERVICE or CLEANING performed in the apartment, tenant must write the landlord within 5 days from the start of this lease. Landlord shall arrange a face to face meeting with the tenant, Resident Manager or other agent who signed off the work and the Painting Contractor, Cleaning Person or Resident Maintenance Person who performed the work. The Resident Manager will bring to this meeting held in the apartment, copies of any one or all of the APARTMENT PAINTING, APARTMENT SERVICE or APARTMENT CLEANING CHECKLISTS so that the work can be re-inspected and discussed between the parties. Landlord will make every reasonable effort to satisfy the tenant. It must be understood that the apartment is not new and it has had wear and tear over the years. Landlord understands that normal wear and tear will continue during this lease. Landlord will not charge tenant for normal wear and tear.
- Q. Landlord shall pay for and provide the maintenance of the landlords property that is in the tenant's apartment, such as doors, locks, plumbing, electrical malfunctions. Tenant may call the Resident Managers office and request that a Work Order be written.
- R. Landlord shall re-paint the apartment walls after starting of the tenant's third year lease if the tenant requests it. The landlord shall shampoo the apartment carpets if tenant's request if after starting of the third year lease. There will be no charge by landlord.

S. Landlord shall do his best to settle any disturbances the tenants may have with one another over noise, children playing loudly, etc. The landlords Resident Manager will set up a meeting for all parties to meet and try to settle any problems.

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

NOTE: THIS LEASE DOES NOT CONTAIN AN AUTOMATIC LEASE RENEWAL CLAUSE. A NEW LEASE OR RENEWAL FORM MUST BE SIGNED FOR EACH NEW TERM.

T. DELIVERY TO TENANT OF LEASE RENEWAL BY LANDLORD. The landlord recognizes that the tenant must be given reasonable time to find suitable living accommodations should the landlord want the apartment back from the tenant at the end of this lease. In addition the tenant realizes that the landlord must be given reasonable time to lease the apartment to others should the tenant decide to move out at the end of this lease.

The landlord shall deliver to the tenant a proposed lease renewal not less than 45 days nor more than 60 days before the end of the lease. Tenant will be asking to sign a receipt for the delivery of this proposed lease. If tenant is not home after three delivery attempts, landlord's agent will deliver the new proposed lease just inside tenant's apartment door and this will be acceptable delivery as though tenant signed for it. If landlord does not want to renew the lease, notice will be given in the same manner as above. Tenant should give 45 days written notice to landlord if tenant does not wish to renew lease.

Landlord requires and tenant agrees to give 45 days written notice if tenant is vacating apartment and/or not renewing their lease. This is the minimum acceptable. If tenant gives less that 30 days notice, tenant will be liable for another months rent at the new rate.

All tenants must be under a current signed lease to live in the apartment.

U. MOVE IN/MOVE OUT CHECKLIST. Landlord shall have the Resident Manager or other agent perform a MOVE-IN/MOVE-OUT CHECKLIST on the apartment. This form lists the condition of the apartment before move in and the same form is used to check the condition of the apartment on move out. Both the landlord's agent and tenant sign the form on both inspections. Tenant is given a copy after both inspections. If tenant discovers an item overlooked during the move in inspection, tenant may write the landlord with additional item or items within 5 days and landlord's agent will arrange for a re-inspection. If landlord's agent agrees, the move-in/move-out inspection report will be amended.

V. NONDISCRIMINATION. In the performance of its obligations under this lease, the landlord and tenant will comply with the provisions of all Federal, State or local laws prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, children and marital status.

17. TENANT'S OBLIGATIONS AND RESPONSIBILITIES

A. Tenant shall be careful not to damage any of the landlord's property. Be sure to use a cutting board when slicing food on the Kitchen Countertops. Clean the range and oven before spilled food is baked on permanently. Remember, tenant shall be responsible for any and all damage to the landlord, other tenants, guests, invitees or their property, caused by the tenant, his or her children, visitors and or guests.

B. Tenant shall make no alterations, decorations, additions or improvements in or to the leased premises without landlord's prior written consent. The landlord's consent will not be unreasonably withheld. Wallpaper has to be the "strippable" type so it can be easily removed. It is the tenant's responsibility to remove the wallpaper before vacating the apartment if the landlords agent requests it on the move in/move out report.

C. Tenant shall comply with all laws, orders and regulations of government authorities which shall impose any duty on landlord or tenant with respect to the apartment and will not permit any act or activity which will conflict with or cancel the fire insurance policies covering the building and or contents or cause the rate of said insurance to be increased.

D. Tenant and tenant's family, employees, agents, visitors and licensees shall faithfully observe and comply strictly with all the Rules & Regulations attached to this lease and made a part of this lease.

- E. Tenant will not cause his stereo, radio, TV or musical instruments to be loud enough to be in disturbance to his neighbors at any time. Tenant will not run his dishwasher after 11:00 p.m. or cause any excessive noise after 11:00 p.m.
- F. Tenant shall pay the rent on time and obey all rules and terms of this lease. If landlord finds it necessary to start dispossess (eviction) proceedings, tenant will be liable for and reimburse the landlord for attorney's fees, court costs and collection fees. If the court finds in favor of the tenant, then landlord shall reimburse the tenant for attorney fees and court costs and obey the court finding.
- G. Tenant agrees to keep and maintain the apartment clean, sanitary and in good order and repair. Tenant agrees to be responsible for all repairs, replacements, and any damage to the apartment or any of the equipment, appliances, or fixtures in the apartment or in the "Complex" arising from the willful acts or negligence of the tenant, or tenant's guests, visitors, agents or children. All such repairs and replacement shall be made by qualified persons approved by the landlord and shall be made in a good and workman-like manner. Should the tenant fail or refuse to make such repairs or replacements after notice from the landlord, landlord may make the necessary repairs or replacements and the costs incurred by the landlord shall be considered additional rent to be paid by the tenant.

18. BREAKING OF LEASE BY LANDLORD: DISPOSSESS PROCEEDING - (EVICTION)

A tenant who does not pay his required rent runs the risk of being put out of the apartment by a dispossess proceeding in court. Before a proceeding can be brought for nonpayment of rent, the landlord first must make a written demand on the tenant for the rent. In case of other lease violations written notice must also be given.

Dispossess proceedings are designed for a quick resolution of any claims by the landlord. No tenant should take dispossess proceedings lightly. In those circumstances a tenant should immediately seek legal advice.

It is the rent collection policy of the landlord to give FINAL NOTICE TO PAY THE RENT to the tenant on or about the 15th of the month in addition to the 5th and 12th of the month's late notice. If a written agreement cannot be reached between the landlord and the tenant on payment of the rent the landlord shall instruct his attorney to start dispossess proceedings in court. The tenant will also be liable for landlord's attorney fees and court costs which shall constitute additional rent. The landlord shall pay the tenants attorney fees and court costs, if the judge find in favor of the tenant. The court may grant a money judgment against the tenant in favor of the landlord. The court also sets the date the tenant must vacate the apartment or be forcibly evicted by the sheriff. The vacate date may be a minimum of 72 hours (3 days) or a maximum to the end of the present month in which unpaid rent is claimed due by the landlord.

The landlord will have his attorney file a money judgment against the tenant in the County Court House Public Records. This will have a damaging effect on the tenant's credit rating. The landlord's attorney will then proceed to enforce collection of the money judgment including but not limited to a garnishment of the former tenants wages. Judgments in the State of are on Public File and enforceable for years.

19. BREAKING OF THIS LEASE BY THE TENANT

If the tenant for any reason decides to move out of the apartment before the end of the lease term the following applies:

- A. Tenant is liable for the rent until the apartment is re-leased or until the lease ends. If the landlord finds it necessary to send the account to collection, the tenant shall be liable for all collection fees.
- B. Tenant should give the landlord 45 days but must give at least 30 days written notice of moving. As much notice as possible, will give the landlord's rental agents time to find a replacement tenant.
- C. If the lease is being broken in the first year of occupancy the tenant will also be liable for reimbursing the landlord the cost of repainting, service checklist and cleaning the apartment on a pro-rated basis. See pro-rate schedule.

- D. If landlord's agent is successful in re-leasing the apartment, the tenant will be charged a \$350.00 re-leasing fee.
- E. All other Security Deposit account policies apply as stated in this lease agreement.

20. SUBLEASING

Tenant shall not sublet or otherwise encumber or allow the use of by others the whole or any part of the apartment without prior written consent of the landlord. Subleasing can cause problems, since it puts the original tenant in the position of acting both as landlord and tenant. The original tenant will be held liable for the full term of this lease by the landlord. The Landlord strongly advises that Tenant consult with an attorney before attempting a sublease arrangement. Landlord's consent to subleasing will not be unreasonably withheld.

21. ILLEGAL TERM

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

22. TENANT'S QUIET ENJOYMENT AND HABITABILITY

Subject to the terms of this lease and so long as tenant is not in default, tenant may peaceably and quietly have, hold and enjoy the apartment for the terms of the lease.

23. BINDING EFFECT OF LEASE

This lease is binding upon the landlord and the tenant and their respective heirs, distributees, executors, administrators, successors and lawful assigns.

24. MORE THAN ONE TENANT

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

25. REPRESENTATION AND CHANGES IN THE LEASE

Tenant acknowledges that he has read this lease and understands its terms. Neither the landlord nor its agents or employees has made any promise or representation to the tenant which is not specifically set forth in this lease. This lease may be changed or amended only by an agreement in writing signed by and delivered to each party.

The Landlord and Tenant have respectively signed and sealed this lease on the ____ day of _____.

Landlord/Agent

Date

Tenant

Date

Tenant

Date

LEASE GUARANTY

_____ hereby guarantees
the financial obligations of this lease but has no rights with respect to possession of the apartment.

Address _____

Home Phone No. _____ Work Phone No. _____

Social Security Number

Guaranty

Date

SAMPLE

SECURITY DEPOSIT AGREEMENT

Security Deposits are required by the landlord to insure that the premises are returned by the tenant in the same condition as received, normal wear and tear is expected.

In order that there will not be any confusion concerning our policy and method of handling the disposition of your security deposit at the time you vacate your apartment with us, we are supplying you with the method we use in calculating the amount of security deposit that would be refunded to you when you move.

If the tenant breaks this lease agreement, the cost of painting, cleaning and service check listing the apartment will be pro-rated and deducted from security deposit. (Credit is given to tenant for the amount of time apartment was occupied and rent paid.)

Re-Painting of Apartment Pro-Rated Monthly							
Type	Costs	1	2	3	4	5	6
Studio	300.00	275.00	250.00	225.00	200.00	175.00	150.00
One Bedroom	350.00	320.83	291.66	262.49	233.32	204.15	174.98
Two Bedroom	400.00	366.67	333.34	300.01	266.68	233.35	200.02
Three Bedroom	500.00	458.33	416.66	374.99	333.32	291.65	249.98

Type	7	8	9	10	11	12
Studio	125.00	100.00	75.00	50.00	25.00	-0-
One Bedroom	145.81	116.64	87.47	58.30	29.13	-0-
Two Bedroom	166.69	133.36	100.03	66.70	33.37	-0-
Three Bedroom	208.31	166.64	124.97	83.30	41.63	-0-

Clean and Service Checklist Pro-rated							
Type	Costs	1	2	3	4	5	6
Studio	50.00	45.83	41.67	37.50	33.33	29.17	25.00
One Bedroom	70.00	64.17	58.33	52.50	46.67	40.83	35.00
Two Bedroom	95.00	87.08	79.17	71.25	63.33	55.42	47.50
Three Bedroom	125.00	114.58	104.17	93.75	83.33	72.92	62.50

Type	7	8	9	10	11	12
Studio	20.83	16.67	12.50	8.33	4.17	-0-
One Bedroom	29.17	23.33	17.50	11.67	5.83	-0-
Two Bedroom	39.58	31.67	23.75	15.83	7.92	-0-
Three Bedroom	52.08	41.67	31.25	20.83	10.42	-0-

The following price list can be used as a guide by the tenant as to the approximate cost of materials and labor to replace apartment property owned by the landlord.

5.00	Each replaced lost key	25.00	Oven broiler pan
75.00	replace apt. door lock	7.00	disposal or sink drain top
200.00	replace apt. entrance door	3.00	ice cube trays - each
150.00	replace bath door	110.00	replace toilet
160.00	replace bedroom door	25.00	toilet seat
80.00	replace bi-fold door-each panel	75.00	repair carpet burns
150.00	replace louver door	500.00	replace bathtub
200.00	replace insulated glass window	125.00	replace kitchen sink
350.00	replace insulated glass door	15.00	carpet replacement @ square yard
50.00	replace window screen	3.00	carpet pad replacement @ yard
90.00	replace glass door screen	10.00	clean inside windows
300.00	replace damaged kitchen countertop	25.00	replace window sills
100.00	replace vanity top	30.00	smoke detector
22.00	replace app traverse rod	15.00	TV antenna 8' cord
40.00	air conditioner grill cover	100.00	Drywall repair - kick hole 3 coat
1.50	replace regular light bulbs - each	25.00	Drywall repair - replace wall board
3.00	replace fluorescent tubes - each		per square foot

Tenant must leave the apartment reasonably clean. The apartment must be as empty as it was when turned over to tenant by landlord. Any discarded furniture or trash will be removed at tenant's expense.

The following may be used as a guide:

	Okay	Poor Job	Very Bad	Filthy
1. Stove must be clean and free of grease	-0-	25.00	50.00	75.00
2. Refrigerator must be turned off, cleaned and defrosted and door propped open.	-0-	15.00	20.00	25.00
3. Kitchen cabinets cleaned out and drawers clean	-0-	5.00	10.00	15.00
4. Bath tub and tiles cleaned	-0-	20.00	80.00	100.00
5. Toilet bowl cleaned	-0-	10.00	15.00	20.00
6. Carpets vacuumed	-0-	15.00	20.00	30.00
7. Windows cleaned on inside	-0-	10.00	15.00	25.00
8. Closets empty and cleaned out	-0-	10.00	15.00	25.00
9. Kitchen and bath floors cleaned	-0-	20.00	25.00	35.00

SAMPLE

MOVE-IN/MOVE-OUT INSPECTION REPORT

When tenant moves out, it is the tenant's responsibility to set up a move out inspection appointment, with landlord's agent during normal working hours. Use the same form that was used during move-in. Both landlord's agent and tenant should sign it and each retain a copy for their records. Any possible charges can be discussed at that time. If the tenant fails to make an appointment, the landlord's agent will inspect the apartment and charges will be levied as he/she deems necessary. It is the landlord's desire to return all of the security deposit plus interest. Please make this possible by leaving the apartment in good condition.

The undersigned has read this security deposit agreement and understands it is a part of the lease.

Tenant Date

Tenant Date

Resident Manager or Agent Date

SAMPLE

RULES AND REGULATIONS REFERRED TO AND MADE A PART OF THIS LEASE

It is the landlord's intention and purpose to operate these apartments as an outstanding residential community. We will strive at all times to render prompt and efficient service and maintain the property in the best possible condition. Promptly notify the management of any needed repairs to any of the equipment or fixtures. In an effort to simplify management and to maintain the property as you would have it, we ask your cooperation in observing these rules.

1. PETS

No animals shall be kept or shall visit in the apartments unless tenant has a pet addendum. Any failure to obey this rule and regulation shall be deemed a serious violation of an important obligation of tenant under this agreement. See No. 5 in the lease Pet Policy.

2. PARKING

- A. There are no assigned parking spaces. If a tenant is disabled and has a special license plate denoting this condition, tenant may arrange with the resident manager to install a reserved sign in a nearby parking space.
- B. Parking of boats, trailers, campers are permitted only in spaces allotted by the resident manager. These types of vehicles are not permitted to be parked in any other areas.
- C. The parking areas are to be used only for passenger cars and 3/4 ton or less trucks actually in daily use. Parking areas can not be used for storage of unregistered vehicles, or those which are not operable or in need of repair. A 3 day notice of removal shall be attached to any such vehicle and it will be towed away at tenant's expense.
- D. No repair work to any type vehicle will be permitted on any part of the premises.
- E. No washing of cars will be permitted.
- F. Never drive a vehicle on the lawn, including moving vans. Damages to lawns are the responsibility of the tenant.
- G. Do not park in front of the entry to the building. This area must be left clear for emergency vehicles only. i.e. fire, police, ambulance. Cars parked in this area may be towed at owner's expense without warning.
- H. Management is not liable for shoveling out cars that have been plowed in.

3. APPLIANCES, HEAT AND A/C CONTROLS

- A. There are no provisions for or are any tenants owned washers or dryers allowed to be installed in the apartment or basement. The tenant shall not install any additional refrigerators, freezers or air conditioners. They may overload the electrical system and cause a fire.
- B. If a tenant is away on vacation or on a trip during the winter months, it is required that the heating thermostats be set in a low position but not off. This is to assure that the water pipes will not freeze. The tenant shall be responsible for all damages resulting if the above occurs because of tenant's negligence.
No air conditioners are to be left running unless the apartment is occupied. Overloaded air conditioner compressors sometimes heat up and cause a fire before the electrical breakers disconnect. Black acrid smoke is blown throughout the apartment by the air conditioner fan. If a tenant is home, the unit can be unplugged or the circuit breaker shut off before any damage. The tenant will be responsible for all damages if the official fire investigators determine that air conditioners, oven or stoves, ranges, coffee makers or other electric appliances were left in operation in tenant's unoccupied apartment and such appliances were the cause of damage.
- C. If apartment refrigerator stops working, tenant must report the problem to the Resident Manager immediately. All food & perishables must be transferred to a refrigerator in a vacant apartment as directed by the Resident Manager so the food does not spoil. The landlord will repair the refrigerator on a top priority basis or replace it with another one.
- D. Be careful to keep curtains a minimum of six inches above electric and hot water baseboard heaters. Also keep furniture away from them so that proper air can circulate.

4. CORRIDORS, STAIRS (COMMON AREAS) AND FIRE DOORS

- A. Toys, carriages, bikes, chairs, boots, rubbers, door mats, and any other articles are not to be left in entries of the buildings at any time. Landlord may remove such articles and store them. "Tenants shall bear risk of loss or damage to property during removal and storage, not including loss or damage due to Landlord's negligence." Landlord will return articles only on receiving a signed receipt from tenant.
- B. Apartment and all other fire doors must be kept closed at all times according to the local Fire Code. Tenants are not permitted to prop these or any security doors open with foreign objects.

5. CHILDREN

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

6. BICYCLES, TRICYCLES, SNOWMOBILES, ETC.

- A. No bicycles shall be permitted to remain upon the grounds except when in use and shall be stored in designated areas or in the apartments. The use of such areas shall be at the risk of the resident and there shall be no liability on landlord for any loss or damage to any such article while stored in such areas or in any way arising out of such storage. Do not ride bicycles on the lawns or on sidewalks in the development.
- B. Hot wheels are not permitted anywhere on the property. The hard plastic wheels of these tricycles cause a disturbing noise. Some tenants work nights and sleep days. Please purchase only rubber tired tricycles for your children.
- C. Motorcycles. Resident Manager will designate an area for parking. Only those motorcycles with a quiet muffler will be permitted. In the winter, Landlord will disclaim responsibility for damage caused by snowplows hitting snow buried motorcycles. It is suggested that tenant find suitable inside storage for motorcycles in the winter months.

7. PLUMBING

Toilet bowls should be used for the purpose intended. No sanitary pads, cat litter, paper diapers, paper towels or foreign objects etc. to be disposed of. Any and all damage resulting from tenant's misuse of plumbing will be borne by tenant.

8. WALLS, CEILINGS AND WOODWORK

- A. Walls, ceilings and woodwork must not be marred by stick-on type picture hooks. Use small nails. When plant hooks are used in ceiling (limit of 4) they must be left in place or there is a charge for filling and painting.
- B. No alterations, additions or improvements shall be made in the Apartment without the written consent of the landlord and when so made the same shall become the property of the landlord. Landlord's consent will not be unreasonably withheld. (See No 17-B of lease concerning wallpaper.)

9. DISTURBING NOISES, ETC.

No tenant shall make or permit any disturbing noises by himself, his family or friends. No tenant shall play or operate any musical instrument, stereo or radio or allow same to be played or operated in the demised premises between the hours of 11:00 p.m. and the following 8:00 a.m. Loud playing of stereo's, TVs radio's or musical instruments is discouraged at any hour. Any boisterous conduct etc., which will disturb the peace and quiet of the premises, is absolutely prohibited. The tenant shall not use or permit the use of the premises or any part thereof, for any unlawful, improper, immoral, disorderly or objectionable purposes, not commit or permit the commission of a breach of the peace of nuisance.

10. BALCONIES AND WINDOWS

Clothing, rugs, mops and other articles shall not be hung from the rail of balconies or windows. Articles shall not be shaken or cleaned on the balcony or in the hallways. Balconies shall be cleaned with care to avoid sweeping and dust from going onto any other balcony or patio. Nothing shall be affixed to the inside or outside of sliding glass doors or windows without prior approval of the Management. No blinds of any kind will be hung from the ceiling of balcony or on balcony rails. No cooking of any type allowed on balconies. Balconies cannot be used for storage or hanging laundry.

11. TRASH

Trash must be placed in a closed tied plastic trash bag and placed where designated by landlord. Large items such as cardboard boxes must be folded flat. Tenant must make their own arrangement for the removal of unwanted furniture, mattresses, etc. If the landlord has to remove any of tenant's discarded items that do not fit inside a 30 gal. trash bag, landlord will charge tenant for cost of removal. Tenant is required to follow all rules regarding recycling.

12. LOCKS OUTS AND KEYS

Each tenant will be given two (2) apartment door keys and one (1) mailbox key. Extra keys cost \$2.50 each. If a tenant is locked out of apartment, the charge for landlord's agent to let tenant in is \$10.00 during business hours and \$45.00 after hours. If tenant loses keys to apartment, and a new lock needs to be installed, a new lock will be installed for a fee of \$55.00. Locks may not be changed nor additional locks put on doors without written permission of landlord. (See No. 14 of lease)

13. STORAGE LOCKERS

Tenant must keep storage locker clean and locked. Do not store any flammable liquids of any kind. Storage room passage ways must be kept free and clear of all items.

14. ANTENNAS, SIGNS, ETC.

No outside aerials or wires of any nature are allowed to be installed by tenant. No sign, device, notice or advertisement shall be hung or affixed on any part of the outside or inside of apartment or building by tenant.

15. LAUNDRY ROOMS

The laundry rooms, if provided, are equipped with coin-operated washers and dryers and are located in each building. Please remove clothing from machines promptly. Do not use tints or dyes in the machines. Tenants are requested to observe machine operating instructions posted in the laundry room. Please report any malfunction of laundry equipment promptly. Do not overload the machines. Do not use machines for large items such as coats, blankets, quilts, etc.

16. SOLICITING

No soliciting is allowed by tenants or anyone else. No door to door soliciting allowed except with written permission of the landlord.

17. WINDOW CURTAINS

It is required that Tenants drape their apartment windows within three weeks after taking occupancy with mini blinds or curtains which are neat and attractive, both from the inside and outside of the apartment. It is the landlord's desire to maintain the neatness and exterior appearance of the building and Tenants should avoid any window covering which is unattractive or unsightly.

18. UTILITY SERVICES AND REPAIRS

If there is an electrical interruption, keep the refrigerator door closed. Food will generally keep for 48 hours. If the electrical system, water or sewer or other utilities must be shut down for repairs, notice will be given. If the shut down is an emergency, no notice can be given but the landlord will provide repairs as soon as possible. Interruptions in service are to be expected from time to time. Tenant agrees landlord will not be responsible for any interruption in services, except that caused by the landlord's own negligence or that of its employees.

All rules and regulations listed in this agreement must be strictly adhered to. The observance of the rules will go far toward making our apartments a pleasant home for everyone living here.

The undersigned tenant hereby certifies that all rules and regulations have been read and understood and finds it a satisfactory condition, and agrees that these Rules and Regulations are a binding part of this lease.

Tenant

Date

Tenant

Date

Resident Manager or Agent

Date

SAMPLE