

**Lease Agreement**

**DEFINITIONS:** Wherever in this Lease the term "Landlord" is used, it shall be construed to also mean The Manager/Owner/Agent, as may be indicated by the specific context. Wherever in this Lease the term "Tenant" or "Tenants" is used, it shall also include any family, visiting friends, dependents, guests, employees, or other invitees, as may be indicated by the specific context.

**NAMES:** This Lease is entered into between \_\_\_\_\_, (Tenant(s)) and Jason & Jacquelyn Duke, (Landlord) on \_\_\_\_\_ (today's date.) Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Lease. Occupancy of the Premises shall be limited to the following individuals (children and adults) and any children born of Tenants listed on this Lease:

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

**ADDRESS:** *Subject to the terms and conditions in this Lease, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at:* \_\_\_\_\_ (Herein after referred to as the Premises).

**PHONE NUMBERS:** Landlord's Current Phone Number: 515-240-7483 & 515-238-6833  
Tenant's Current Phone Number: \_\_\_\_\_. Tenant shall notify Landlord of any change to her/his telephone number immediately upon obtaining one, if there is a change.

**TERM:** Tenant shall lease the Premises for the calendar period beginning \_\_\_\_\_ and ending \_\_\_\_\_. In the event that Landlord or Tenant does not elect to terminate this Lease at the ending date therein (with 30-day advanced written notice), then the term of this Lease shall continue on a month-to-month basis.

**RENT:** The following terms apply to the rent payment for this Lease.

- a. **AMOUNT:** The rent for the Premises will be \$ \_\_\_\_\_ per month. For the period from Tenant's move-in date, \_\_\_\_\_, through the end of the month, Tenant will pay a prorated amount of \$ \_\_\_\_\_ to Landlord. This prorated amount will be due on the first day of the second month of the Lease term, and a full month's rent will be due before Tenant can take occupancy of the Premises. Tenant shall also pay \$ \_\_\_\_\_ towards the last month's rent of the Lease term.
- b. **OTHER RENT DUE:** Additionally, Tenant will pay parking or other monthly fees, if any, of \$ \_\_\_\_\_ to cover \_\_\_\_\_.
- c. **RECEIPT OF MONEY PAID:** Tenant has paid \$ \_\_\_\_\_ for security deposit and has paid \$ \_\_\_\_\_ for \_\_\_\_\_ fee(s); Tenant has also paid \$ \_\_\_\_\_ in \_\_\_\_\_ for rent, receipt hereby acknowledged.  
Landlord initials: \_\_\_\_\_
- d. **NEXT PAYMENT:** The next payment is due on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.
- e. **DUE DATE/LATE FEE:** Rent (including, without limitation, any monthly parking fees or other fees) shall be due on or before the 1st day of each month in advance, without notice or demand, and without deduction or offset. Monthly rent payments must be RECEIVED no

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later than the end of the "grace period" which is the \_\_\_5th\_\_\_ day of the month. (Weekends or holidays occurring within those days shall not be added to the grace period.) If a monthly rent payment is received after the grace period, it shall be late and Tenant shall be charged a late charge of \$\_\_50\_\_\_ with an additional charge of \$\_\_10\_\_ for each day the rent is not paid after the grace period until rent has been paid in full including late fee billing and eviction notice. Late fees and all other balances due with rent shall be considered rent as due. Payment must be RECEIVED no later than 5:00 on the last day of the grace period. This late charge is due with the monthly rent payment. An additional \$35.00 will be charged for any dishonored check returned for any reason. Bad health, reduced hours at work, the loss of job, financial emergency or other circumstances will not excuse any late rent payments. Interest will accrue at 18% per year on any amount due and owing to Landlord from the time that any such amount became due and payable. The foregoing of late fees and charges shall not be construed as a waiver by Landlord of its right to declare a default under this Lease.

- f. **EVICTION NOTICE:** Should the Tenant fail to pay rent by the due date, Landlord may serve an eviction notice, as required by applicable laws (if any), the cost which shall be paid by the Tenant in the amount of a \$75.00 service fee.
- g. **PAYMENT OPTIONS:** Rent must be paid by \_\_\_Check \_\_\_x\_Cashier's Check \_\_\_x\_Money Order \_\_\_ Online \_\_\_ Bank Debit \_\_\_x\_\_\_ **Other (PREFERRED!): \_Landlord's Paypal or Venmo Account (We prefer Tenants pay rent directly to Jacquelyn Duke's Venmo Account @Jacquelyn-Duke-1).** Unacceptable forms of payment will be returned and not credited towards any payments. Checks must be made payable to \_\_\_Jason or Jacquelyn Duke.
- h. **PARTIAL PAYMENT:** Landlord's acceptance of any partial rent payment shall not waive Landlord's right to require immediate payment of the unpaid balance of rent, or waive or affect Landlord's rights with respect to any remaining unpaid rent.

**SECURITY DEPOSIT:** Contemporaneously with the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$\_\_\_\_\_ as security for the return of the Premises at the expiration of the term of this Lease **in as good condition as when Tenant took possession of the Premises**, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease. Provided that Tenant has paid all amounts due and has otherwise performed all obligations hereunder, the security deposit will be returned to Tenant without interest (unless required by applicable laws) within the lesser of (i) sixty (60) days after the expiration of the term of this Lease or (ii) the maximum time period allowed by applicable laws, further provided that Landlord may deduct from the Security Deposit prior to returning it any amounts owed by Tenant to Landlord. Except to the extent otherwise required by applicable laws, Landlord may, at its discretion, commingle the security deposit with its other funds.

**FURNISHINGS AND APPLIANCES:** The following appliances are supplied with the Premises: ( x )Refrigerator ( x )Stove, ( x ) Dishwasher ( x ) Other: \_\_\_\_\_microwave, washer and dryer\_\_\_\_\_. Tenant agrees to keep all such appliances clean and in good repair. Supplied appliances may not be removed. The following furnishings are supplied with the Premises \_\_\_\_\_ . If any furnishings or appliances break or are damaged, they are Tenant's responsibility. Maintenance of the furnishings and appliances is Tenant's sole responsibility, and Tenant will keep all such furnishings and appliances in

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good repair. Tenant's use of such furnishings and appliances shall be "AS-IS", and Landlord has not made, does not make and hereby disclaims any representations or warranties (including, without limitation, any warranty of merchantability or fitness for a particular purpose) as to the existence of or physical condition of the furnishings and appliances or the suitability or usefulness of the furnishings or appliances for Tenant's intended use.

**PREMISES USE:** The Premises is to be used only as a residence by the Tenants who have signed this Lease. NO OTHER PERSONS MAY LIVE AT THE PREMISES WITHOUT THE LANDLORD'S PRIOR WRITTEN PERMISSION, which may be given or withheld in Landlord's sole and absolute discretion. Guests may only stay for up to two weeks (14 days) and must abide by all applicable terms and conditions of this Lease, including any rules and regulations applicable to the Premises. Tenant shall not use the Premises, nor any neighboring premises, for any illegal purpose, or for any other purpose than that of a residence. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances in connection with Tenant's occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's family, visiting friends, dependents, guests, licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises. Absolutely no excessive drinking, illegal drug use, public disturbances, physical abuse, verbal abuse, threats, or unauthorized pets, firearms, or smoking is permitted on Premises. Any violations of the foregoing paragraph shall be an immediate and incurable default of this Lease and shall be cause for eviction.

**SUBLETTING:** Tenant may not sublease the Premises or any portion thereof nor assign this Lease without the prior written consent of Landlord, which may be given or withheld in Landlord's sole and absolute discretion.

**PEST CONTROL:** Pest control, after the first thirty days of the term of this Lease, shall be the sole responsibility of the Tenant, including, without limitation, prevention and remediation. Tenant must keep the Premises free of all pests, including without limitation, rodents, fleas, ants, cockroaches, gnats, flies, and beetles. Tenant shall pay for all costs associated with remediating pests from the Premises and shall inform Landlord at first sighting of any pests in order to avoid any infestation of pests. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed any pests in the Premises.

**MOLD:** It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold

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or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are Tenant's obligations under this Lease.

**DEFAULT:** Should Tenant default under any of the terms and conditions of this Lease, Landlord shall have any and all remedies available to Landlord under this Lease, at law or in equity, including, without limitation, (1) the right to re-enter and repossess the Premises pursuant to applicable laws, (2) the right to recover all present and future unpaid rent, damages, costs, and attorneys' fees, and (3) the right to recover all expenses of Landlord incurred in re-entering, re-renting, cleaning and repairing the Premises. Interest will begin accruing at 18% per year on any amount due and owing to Landlord from the time that any such amount first became due and payable. Tenant agrees to pay Landlord's reasonable attorneys' fees and costs in connection with any default by Tenant and same will be charged to Tenant as additional rent and due immediately. If evicted, to the maximum extent permitted by law, Tenant shall be responsible for all rent due for the balance of the Lease term, even though Tenant may no longer be able to live in or use the Premises due to the eviction. Landlord may proceed against Tenant either for eviction or for a money judgment, or both, either at one time or one remedy at a time, in any order.

**ABANDONMENT:** The Premises will be deemed abandoned if Tenant defaults in rent payment, appears absent from the Premises, and there is reason to believe that Tenant will not be returning to the Premises, as determined by Landlord in its reasonable discretion. Should the Premises be considered abandoned, Landlord will take possession immediately, change all locks, and store Tenant's personal property items, at Tenant's expense (to the extent Landlord is required to do so by applicable laws). Landlord shall have no liability to Tenant whatsoever in connection with the storage of any of Tenant's personal property. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from Landlord's storage of Tenant's personal property.

**DEATH/DISABILITY DURING LEASE:** If one of the Tenants under this Lease dies before the end of the Lease term, any remaining Tenants shall continue to carry out the terms of the Lease. If the deceased Tenant is the sole Tenant under the Lease, a representative of the deceased Tenant may terminate this Lease by providing verified written documentation testifying to such Tenant's death.

**UTILITIES** – The following utilities are the sole financial responsibility of the Tenant:

<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Garbage
<input checked="" type="checkbox"/> Sewer	<input checked="" type="checkbox"/> Heat	<input type="checkbox"/> Association Fees
<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Air Conditioning	<input checked="" type="checkbox"/> Other_Internet_____

Tenant must transfer all utilities to be paid for by Tenant into Tenant's name before moving in and maintain service throughout the duration of the tenancy. If the Premises is a single-family home, Tenant agrees to pay for all metered electrical, water and sewer service charges, the cost of which is billed by the local municipality periodically, even if said bill is sent to Landlord. Tenant must pay this bill by the due date written on the invoice and include all late fees or other charges. If payment for the electrical, water and/or sewer is not paid by the due date, the total amount will be treated as additional rent payable by Tenant and due immediately. In such cases the Tenant shall be subject to eviction for nonpayment of electrical, water and sewer service charge(s), in the same

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manner as any other rent. Tenant's failure to promptly pay for all utilities may result in a \$35.00 service charge.

**PLUMBING:** Tenant shall be held responsible for all costs related to Landlord's repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Tenant agrees not to place into any drain lines non-approved substances such as cooking grease, sanitary napkins, diapers, children's toys or other similar object that may cause a stoppage. Tenant shall notify Landlord of any plumbing leak or slow drainage within 24 hours to avoid additional charges. Landlord shall use all reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence.

**LIABILITY AND RENTERS INSURANCE:** Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. Tenant shall, at Tenant's sole cost and expense, obtain renter's insurance covering the full value of all personal property of Tenant in the Premises, and providing liability coverage to Tenant in an amount not less than \$\_\_200,000\_\_, which policy shall name Landlord as an additional insured. Tenant shall maintain such renter's insurance at all times during the term of this Lease. Tenant shall provide a certificate of insurance to Landlord demonstrating that Tenant has procured the required insurance coverage, within ten (10) days after the commencement of the term of this Lease and within ten (10) after any renewal or change in such insurance coverage. If Tenant fails to procure the required insurance, allows such insurance to be cancelled or to lapse, or fails to timely provide the required certificates of insurance, the same shall be a default of this Lease. In addition to the foregoing, Tenant acknowledges that if Tenant fails to obtain and maintain renter's insurance, Tenant alone shall bear the consequences of the loss or damage to Tenant's personal property.

**ACCESS AND SIGNS:** Tenant agrees to allow the Landlord access to inspect the Premises at reasonable times by appointment with a 24 hour notice for non-emergencies (or with no notice given if it is an emergency), use of key or by force, if necessary. Landlord may enter the Premises for the purpose of emergencies, inspections, repairs, prospective purchasers, bank representatives, contractors, or other individuals as deemed necessary by Landlord, in its sole and absolute discretion. Landlord may also display "For Rent" or "For Sale" signs on the Premises, including, without limitation, in the windows of the Premises or the front yard. Tenant's request for service or maintenance shall be considered Tenant's approval for all necessary access by Landlord or Landlord's agent in connection with such service or maintenance, if no other written arrangement related to such access between Landlord and Tenant is made. ***Tenant agrees to a minimum of bi-annual safety and maintenance inspections by the Landlord, to be scheduled with at least a 24 hour notice to the Tenant.***

**MAINTENANCE:** Landlord agrees to maintain the structure, roof and foundation of the Premises, and the heating, plumbing and electrical systems of the Premises unless the repairs needed are a result of any act or omission of Tenant (excluding normal wear and tear). In such case that the damage is a result of the act or omission of Tenant, Tenant will be billed for the repair. Landlord will carry out all required repairs in as reasonable time as possible in accordance to applicable laws, but

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will not be liable to Tenant for any disruptions or inconvenience to Tenant or any claim that the Premises is uninhabitable (except to the extent of any non-waivable warranty of habitability provided by applicable laws).

**CARE OF THE PREMISES** - Tenant agrees to care for the Premises and keep it in a good, neat and sanitary condition.

Tenant shall keep garages, decks, porches, and other personal areas clear of trash, rubbish, and other junk, as determined by the Landlord. Trash shall be placed in approved receptacles only and may not be left outside for any amount of time, including on decks or porches. Tenant shall report all building damage, water leaks, or other maintenance issues immediately to Landlord or will be held liable for the costs of repairing any unreported damage. If the need to repair is caused by Tenant or Tenant's family, visiting friends, dependents, guests, licensees or invitees, Landlord may make the necessary repairs and the cost of which will be treated as additional rent to be paid by the Tenant upon notification of amount. Failure to pay costs of repairs will be treated as additional rent payable by Tenant and due immediately.

Additionally, Tenant hereby agrees as follows:

- Tenant agrees not to affix any structures to the Premises including, but not limited to, antennas, satellite dishes, or signs, without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.
- Tenant agrees not to use a barbeque grill (or any other similar cooking device) near the siding of the Premises, nor inside the Premises or under any covered area (as carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, but can injure or kill individuals with little to no warning).
- Tenant will maintain water heater temperature at no more than 120 Degrees Fahrenheit.
- Tenant agrees to give immediate notice to Landlord of any fire, flood, or other damage to or within the Premises. If the Premises is damaged and the Premises rendered uninhabitable, the rent shall cease until such a time as the Premises has been repaired or Landlord shall have the option of terminating this Lease upon five (5) days' prior written notice.
- Tenant agrees not to store boats, RVs, waterbeds, firearms, equipment, hazardous materials, paints, fuel, chemicals, waste, and non-usable items, including non-operating vehicles, in or around the Premises without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.
- Vehicles may never be parked in the yard of the Premises. Tenant may not repair vehicles on the Premises, unless in an enclosed garage, if such repairs take longer than one day.

**WINDOWS:** Tenant is responsible for the expense of replacing broken glass and repairing damaged screens, windows, window frames sashes, storm windows and doors regardless of who is at fault. Landlord is not required to supply window screens, door screens, or sliding screen doors.

**WINDOW COVERINGS:** Tenant will not use bed sheets or any other coverings over the windows of the Premises other than materials which are solely designed to cover windows, such as blinds, mini blinds, and curtains. If window coverings are provided, and Tenant destroys or damages the

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coverings, Landlord will, at Tenants financial responsibility, replace them, the cost of which will be treated as additional rent payable by Tenant and due immediately.

**ACCESS FOR REPAIRS:** If Tenant does not allow access to the Premises when Landlord or Landlord's hired contractors agree to repair the Premises, Tenant will be assessed a \$100.00 fee due with the following month's rent.

**PETS:** Pets are not allowed to reside in the Premises, unless written permission is granted by Landlord before the pet is moved in, which permission may be granted or withheld in Landlord's sole and absolute discretion. **If allowed, pets will be subject to additional upfront and/or monthly fees, which will be non-refundable.** *The Tenant is responsible for picking up and disposing of animal waste from the yard, such as dog feces, at least twice per month. Tenant agrees to dispose of all feces prior to moving out of the property. Failure to remove feces will result in the Landlord hiring a service to clean the yard, with all resulting fees to be treated as additional rent payable by Tenant and due immediately.* The granting of consent for pets to others in properties under management by Landlord shall in no way be considered the granting of consent to Tenant.

**SMOKING** - Tenant shall not smoke on the Premises, including the use of any vapor products.

**MARIJUANA AND OTHER DRUGS:** Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to grow, produce, possess, consume, use, smoke, or ingest any marijuana, cannabis or any products or ingestibles containing marijuana or cannabis in any location in, on or about the Premises; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use or consumption pursuant to any medical use or medical prescription, or any medical, retail or recreational marijuana activities that may otherwise be permitted under any local, state or federal laws, rules or regulations now or hereafter in effect. Tenant's violation of this rule shall be an immediate and incurable default of this Lease and shall be cause for eviction.

**QUIET ENJOYMENT:** While paying the rental and performing its other covenants and agreements contained in this Lease, Tenant is entitled to quiet enjoyment of the Premises during the duration of the term of this Lease, subject to all the terms and conditions of this Lease. Tenant may not infringe upon the quiet enjoyment right of other tenants through disturbances including but not limited to TVs, stereos, musical instruments, other loud noises, heavy walking, or other disturbing actions.

**LAWN/POOL CARE:** No trampolines, pools, satellite dishes, TV antennas, air conditioners, spas, swing sets, or other similar features shall be added to the Premises by Tenant unless express written permission is given by Landlord, which permission may be granted or withheld in Landlord's sole and absolute discretion.

**Tenant is responsible for lawn/yard maintenance and snow removal.** Such maintenance shall include, without limitation, mowing, watering, weeding flower beds, and Tenant shall at all times keep the lawn/yard of the Premises sufficiently watered, well maintained and in good condition. **Tenant agrees to mow the yard a minimum of once per week between May 1<sup>st</sup> – November 1<sup>st</sup>.** *If the tenant fails to mow the yard according to this timeline and the Landlord must do it themselves or hire a service to do so, a charge of \$100 per occurrence will be treated as additional*

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***rent payable by Tenant and due immediately!*** Tenant shall promptly remove snow and ice from the sidewalks and walkways serving the Premises.

**PARKING:** Vehicles parked at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises if such repairs take longer than one day, unless in an enclosed garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. Tenant may not park more than one vehicle, per adult living at the home, at the Premises. Tenant has no rights in or to any particular parking spot, and Landlord does not guarantee Tenant a parking spot on the Premises or any property surrounding the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guaranty the availability, quality or location of any street parking. In no event shall Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles.

**ALTERATIONS:** Tenant agrees not to make any repairs, improvements, or alterations to the Premises unless prior written permission is given by Landlord, which may be given or withheld in Landlord's sole and absolute discretion. Any repairs, improvements, or alterations made by Tenant must be completed in compliance with all local, state, and federal laws. As used herein "repairs, improvements, or alterations" includes, without limitation, lock changes, painting, replacing fixtures, installing wallpaper, attaching shelves, installing curtains or shades, or other permanent or semi-permanent changes to the Premises.

**KEYS AND LOCKOUTS:** Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. If Tenant changes the lock without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall bear the financial cost of Landlord's effort to enter by force. If Landlord or contractor is unable to enter the Premises to perform repair or maintenance tasks due to the Tenant's unauthorized lock change, Tenant will be charged \$100.00 for each violation, which will be charged to Tenant as additional rent and due immediately. If such consent to a lock change is given, Tenant will immediately provide Landlord with a key for the use of Landlord or Landlord's agent pursuant to Landlord's right of access to the Premises. Upon vacating the Premises, Tenant shall return all keys to Landlord or Tenant will be charged \$50.00 per unreturned key. ***If Tenant is locked out of the Premises, and Landlord must unlock the door for Tenant, then Tenant will be charged a \$75.00 lock-out fee.***

**SMOKE AND CARBON MONOXIDE DETECTORS:** The Premises has been equipped with \_\_\_hard wired / \_\_\_ battery powered smoke detectors and carbon monoxide detectors. Tenant agrees these detectors are in working order and agrees to periodically test and maintain the smoke detectors and keep them in working order.

**MOVE IN:** All appliances and systems in the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, water heaters, furnaces, etc., will be deemed to be in working condition at the commencement of the Lease term, unless Tenant notifies Landlord, in writing, of any nonfunctioning appliances and/or systems within 24 hours of Tenant's move in to the Premises. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the

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Premises and approves of the condition of the Premises, including all systems and appliances in the Premises. Taking possession of the Premises by Tenant is conclusive that the Premises are in good order and satisfactory condition.

**MOVE OUT AND CLEANING INSTRUCTIONS:** If Tenant intends to move out, Tenant must give Landlord \_\_\_30\_ days advanced written notice, delivered to the Landlord's place of business and must supply a forwarding address to Landlord, or Tenant may forfeit the entire security deposit to Landlord as liquidated damages, in Landlord's sole and absolute discretion. Tenant agrees that Tenant will leave the Premises in the same or better condition than when Tenant moved in (ordinary wear and tear excepted), or may be charged for any repairs or cleaning needed to prepare the Premises for the next tenant. Upon receipt of Tenant's notice to vacate the Premises, Landlord will schedule a move-out inspection of the Premises. Tenant has the right, but not the obligation, to be present for this inspection, which will take place after all of Tenant's belongings have been removed from the Premises.

**PREMISES RELOCATION:** If Tenant desires to relocate to another unit/property owned by Landlord, and Landlord consents to such relation, in its sole and absolute discretion, a relocation fee may be charged to Tenant, plus any cleaning or damage charges attributable to the Premises being vacated. In such event, Tenant's security deposit and credit for any prepaid rent shall transfer to the new unit/property; provided, that Tenant may be required to provide additional security deposit and/or prepaid rent, as determined by Landlord, in connection with such relocation.

**NOTICES:** Any notices required by either law or this Lease may be hand delivered to Tenant or mailed to the Premises. If there is more than one Tenant signing this Lease, then any notice given by Landlord to any one Tenant will constitute notice to all Tenants.

**ATTORNEY/COLLECTION FEES:** In the event that legal action must be taken against Tenant to enforce any part of this Lease or applicable laws, Landlord shall be entitled to its recover costs and reasonable attorneys' fees incurred in connection therewith. If Tenant becomes delinquent on rent or fees due, Tenant agrees to pay all landlord/agent charges including 18% annual interest.

**INDEMNIFICATION & LIABILITY:** Landlord shall not be held liable for any acts by, or injury or damage to any persons on or about the Premises. Tenant shall indemnify, defend, and hold Landlord harmless from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Tenant's use or occupancy of the Premises.

**INVALID CLAUSES:** Any provision of this Lease that is found unenforceable or invalid shall not affect any other term or provision contained herein and all other provisions of this Lease shall be enforceable and valid as permitted by applicable laws. If such invalid or unenforceable provisions exist, at Landlord's sole discretion, those provisions shall be (a) modified to the extent necessary to comply with such law, or (b) removed from this Lease and will cease to be a part thereof.

**SUBORDINATION:** The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises.

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**WAIVER:** The failure of the Landlord to insist, in any one or more instances, upon strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

**ATTACHMENTS TO THE AGREEMENT:** Tenant hereby acknowledges they have received the following documents, as addendums to this Lease or as required by Local, State, or Federal Law:

- a.) *EPA Lead Paint Advisory Pamphlet*
- b.) *Lead Paint Disclosure*
- c.) *(Other)* \_\_\_\_\_
- d.) *(Other)* \_\_\_\_\_
- e.) *(Other)* \_\_\_\_\_
- f.) *(Other)* \_\_\_\_\_

**ENTIRE LEASE:** This Lease agreement and any attached addendums constitute the entire agreement between parties and can only be changed by a written instrument signed by both Landlord and Tenant. No agreement made verbally outside this Lease shall be considered valid or legally binding.

**GOVERNING LAW:** This Lease is governed by and construed in accordance with the laws of the State in which the Premises is located. Venue is proper in the county in which the Premises is located.

**HEADINGS:** Section headings or titles in this Lease are for convenience only and shall not be deemed to be part of the Lease.

**PRONOUNS:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

**WAIVER OF JURY TRIAL:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

**NOTICE OF LANDLORD DEFAULT:** In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice specifying the nature of Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.

**COVENANTS, CONDITIONS AND RESTRICTIONS:** This Lease shall be subject to and Tenant shall comply with all recorded covenants, conditions and restrictions affecting the Premises. Tenant's failure to comply with such covenants, conditions and restrictions shall be a default of this Lease.

Tenant's Initials: \_\_\_\_\_

**IN WITNESS WHEREOF**, Tenant hereby acknowledges they have read this Lease, understand both the Tenant's and Landlord's rights and responsibilities, and agrees to abide by the terms set forth in this Lease and any attached addendums.

**Tenant** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Landlord** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Landlord** \_\_\_\_\_ **Date:** \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_