

APARTMENT LEASE

1. **PARTIES:** THIS AGREEMENT (hereinafter the "Apartment Lease") made this ____ day of _____, _____, by and between _____, Lessor, (hereinafter "Lessor") and _____, (hereinafter "Resident"). The term "Resident" in this Apartment Lease refers to all Residents listed above and in paragraph 8 herein, unless otherwise noted. Lessor agrees to lease to Resident, Apartment Number _____ (hereinafter "Apartment") at _____ in _____, known as _____ (hereinafter "Apartment Project") for the use by the Resident only as a private residence.

2. **LEASE TERM:** The initial term of the Apartment Lease shall commence on the ____ day of _____, _____ and end the ____ day of _____, _____. The Apartment Lease will automatically renew on a month-to-month basis unless written notice of termination is given by either party at least thirty (30) days before the end of the above Apartment Lease term or renewal period or unless another Apartment Lease is signed by all parties.

3. **MOVE-OUT NOTICE:** At least thirty (30) days written notice of intent to move out must be given to Lessor's representative. Resident's move-out notice may not terminate the Apartment Lease sooner than the end of the Apartment Lease term or renewal period. Resident's move-out notice must terminate the Apartment Lease on the exact day designated in the move-out notice but no sooner than thirty (30) days after the notice.

4. **RENT:** Resident will pay \$ _____ per month for rental of the Apartment, payable in advance and without demand at the on-site manager's office on or before the first day of each month (the due date), without a grace period.

4. **LATE CHARGE:** If all rent is not paid on or before the 3rd day of the month, Resident agrees to pay a late charge of _____, but the total late charge shall not exceed ten percent (10%) of the monthly rental.

6. **SECURITY DEPOSIT:** To secure to Lessor the performance by Resident of all the obligations imposed upon Resident by terms of this Apartment Lease, Resident has deposited with Lessor the total sum of \$ _____; this being, (a) Apartment deposit \$ _____, (b) pet deposit \$ _____, (c) furniture deposit \$ _____, all of which is hereinafter referred to as "the deposit". The deposit shall be returned to Resident only after all of the following conditions have been met:

- a. the full apartment Lease term must have expired or been terminated without default by Resident, and Resident must not have held over. "Holding over" is defined as retaining possession of the Apartment after either party has given thirty (30) days written notice of termination.
- b. thirty (30) days written notice must have been given to Lessor or Lessor's representative prior to the date of termination or expiration.
- c. there are no unpaid charges, damages, or rentals due by Resident under the Apartment Lease. All payments for charges, damages or rental paid within five (5) days of vacating said apartment shall be paid in cash, Cashier's Check, or Money Order.
- d. Resident's forwarding address has been left with Lessor.
- e. the Apartment, including designated kitchen appliances has been cleaned thoroughly, in accordance with Lessor's written Move-Out Policy. If Resident fails to clean in accordance with the written Move-Out policy, reasonable charges to complete such cleaning shall be deducted.
- f. after inspection by Lessor's representative, appropriate charges shall be deducted for any unpaid damages or repairs to the Apartment or its contents (beyond reasonable wear); including but not limited to; charges for cleaning carpets, draperies, furniture, walls, etc. which are soiled beyond reasonable wear; insufficient light bulbs, stickers, scratches, burns, stains, or unapproved holes.

After the above conditions have been complied with by Resident, the balance of all deposits will be mailed to Resident's forwarding address along with an itemized accounting of any charges or damages no later than thirty (30) days after move-out. Resident agrees that said deposits may not be applied to rent due. If Resident fails to move in, Lessor may sue for damages incurred and the deposit is forfeited.

7. UTILITIES: Lessor and Resident agree that the cost of utilities serving the Apartment shall be paid as follows: electricity paid by ____; gas paid by ____; heating paid by ____; water paid by ____; garbage paid by ____; cable TV paid by _____. Resident will pay for all other utilities, related deposits and charges on Residents utility bills. Resident will not allow utilities to be disconnected by any means (including nonpayment of bill) until the end of the Apartment Lease term or renewal period.

8. OCCUPANTS: Resident agrees that the Apartment shall be used as the personal residence of Resident and: _____, _____; _____; _____; and no others.

9. RULES OR POLICIES: Resident, Resident's guest and occupants shall comply with written apartment rules, including instruction for the care of Lessor's property, which shall be considered part of this Apartment Lease. Swimming pools, storerooms, laundry rooms, and all other facilities are to be used wholly at the risk of the persons using them. The conduct of Resident, Resident's guests, and occupants shall not be loud, obnoxious, or unlawful and shall not disturb the rights, comforts, health, safety, or conveniences of other persons in or near the Apartment Project. Resident is liable to the Lessor for damages caused by Resident, Resident's guests, and occupants. The Apartment and other areas reserved for Resident's private use shall be kept clean and sanitary by the Resident. Lessor may regulate, limit or prohibit from the Apartment Project the following: motorcycles; bicycles; tricycles; skateboards; recreational vehicles; boats, trailers; furniture movers; deliverymen; solicitors; and guests who in the Lessor's reasonable judgment have been disturbing the peace, disturbing other residents, or violating this Apartment Lease and rules. Vehicles which are inoperable due to flat tires or missing parts or which have an expired license or inspection sticker may not be parked anywhere in the Apartment Project. Lessor may make reasonable rule changes, if in writing and distributed to all residents.

10. ASSIGNMENT AND SUBLETTING: Resident may not sublet the Apartment or assign this Apartment Lease without the prior written consent of Lessor. Lessor's consent to assignment or subletting shall not waive Lessor's right to refuse subsequent assignments or subletting's, nor shall it release Resident from liability under this Apartment Lease.

11. LIABILITY: Lessor shall not be liable to Resident or Resident's family, employees, or guests, for any damage to persons or property caused by the act, omission, or negligence of any other Resident in the Apartment Complex, his family, employees or guests. Lessor shall not be liable for loss or for damage to any property of Resident or of Resident's family, employees or guests at any time located in the Apartment Project or on or in the lands and buildings constituting same, whether due to theft or suffered by reason of fire, water, rain, hail, lightning, explosion, or any other cause. Lessor will not be liable to any Resident, guest or occupant for injury, damage, or loss to any person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Resident agrees to exercise due care for the safety and security of Resident and all persons in Resident's apartment, especially in the use of deadbolts and night latches. Resident acknowledges that any security measures provided should not and will not be treated by Resident as a guarantee against crime. Lessor has not duty to remove ice, sleet or snow from the Apartment Project; but Lessor may do so, in whole or in part, with or without notice. If Lessor's employees are requested to render services not contemplated in this Apartment Lease, Resident will hold Lessor harmless from all liability regarding same. Resident hereby releases Lessor, its successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to Resident, members of his/her family, or guests that may occur in connection with use of the swimming pool (if any), storerooms, laundry rooms and all other facilities.

12. RIGHT OF ENTRY: If Resident or Resident's guest or occupant is present, then repairmen, servicemen, or Lessor's representatives may peacefully enter the Apartment during reasonable times for the purposes listed below. If no one is in the Apartment, then repairmen, servicemen, or Lessor's representatives may enter peacefully and at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of this Apartment Lease) if (1) written notice of such entry is left in a conspicuous place in the Apartment immediately thereafter, and (2) such entry is for: responding to Resident's request; repairs, estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting or replacing appliances, furniture, equipment or security devices; removing or rekeying unauthorized locks or latches; removing unauthorized window coverings; removing health or safety hazards and items prohibited under Lessor's rules; retrieving property owned or leased by former residents; inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with a search warrant, or arrest warrant; showing apartment to

prospective residents (after move-out or vacate notice has been given); or showing Apartment to government inspectors, fire marshals, lenders, appraisers, prospective purchasers or insurance agents.

13. DEFAULT BY RESIDENT: If Resident fails to pay rent or other amounts owed by Resident under this Apartment Lease; or if Resident or Resident's guests or occupants violate this Apartment Lease, apartment rules, or fire prevention, health or criminal laws; or if a Resident abandons the Apartment, the Lessor's representative may (with or without demand for performance) terminate Resident's right of occupancy by giving Resident one (1) day's written notice to vacate. Notice may be given by one of the following methods: (1) regular mail, (2) certified mail, return receipt requested, (3) personal delivery to any Resident, (4) personal delivery to the Apartment to any occupant sixteen (16) or older, or (5) affixing the notice to the back of the main entry door of the Apartment. Termination of possession rights or subsequent reletting by Lessor shall not release Resident from liability for future rentals. After Lessor gives notice to vacate or after Lessor files an eviction suit, Lessor may still accept rent or other sums due; and such notice, filing, or acceptance will not waive or diminish Lessor's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Lessor's right of property damages, past or future rent, or other sums due. If Resident's rent is delinquent and if one (1) day's prior written notice is delivered to Resident, Lessor may terminate utilities furnished or paid for by Lessor unless governmental regulations regarding submetering or utility prorations provide otherwise. Lessor may report unpaid amounts to local credit agencies for recordation in Resident's credit file. Resident's absence from the Apartment for three (3) consecutive days while all or any portion of the rent is delinquent shall be deemed an abandonment of the Apartment. All monies paid by Resident hereunder shall be applied by Lessor first to outstanding obligations stipulated in the Apartment Lease (i.e. late charges, damages etc.) and the remainder to rent hereunder provided for. If Resident holds over beyond the end of this Apartment Lease term or renewal period, Resident's deposit will be forfeited and Lessor shall be entitled to triple rents for the holdover period, plus any damages such as a loss of prospective residents, plus attorney's fees. All monthly rentals for the remainder of the Apartment Lease term or renewal period shall be accelerated automatically without notice or demand (either before or after acceleration) and shall be immediately due and delinquent if, without Lessor's consent: (1) Resident Moves out, removes property in contemplation of moving out, or gives verbal or written notice (in person or by co-occupant) of intent to move out prior to the end of the Apartment Lease term or renewal period, and (2) rentals for the entire Apartment Lease term and renewal period have but been paid in full. Such conduct shall be deemed a default for which no notice by Lessor to Resident is necessary. Remaining rents shall likewise be accelerated if Resident is evicted.

14. COST-OF-RELETTING: If Resident moves out, Lessor will use diligence to relet the Apartment, and all subsequent rentals received by the Lessor in mitigation of damages (less costs-of-reletting, including but not limited to; advertising, paperwork, inconvenience, showing apartments, air condition and utilities for showing, checking prospects, office overhead, marketing costs, and locator service fees) shall be credited against Resident's liability for future rentals (and against any judgment for accelerated rentals). Even if the Apartment is relet without any loss of rentals, Resident's deposit will be forfeited as liquidated damages for Lessor's effort, inconvenience and administrative costs in reletting the apartment, which forfeiture will not diminish Lessor's other rights and remedies under the Apartment Lease.

15. ABANDONMENT: In order to clear an abandoned Apartment, Lessor's representative may enter the Apartment and remove and store all Property of every kind found therein. In order to exercise statutory or contractual lien rights when Resident is in default under this Apartment Lease, Lessor's representative may peacefully enter the Apartment (and any storerooms) and remove and store all property therein, except property exempt by statute; provided, however, Resident must be present or written notice of entry must be left afterward. All of Resident's property at the Apartment (except property exempt by statute) is hereby subjected to a contractual landlord's lien. There shall be no sale or disposition of any of the foregoing property except pursuant to this Apartment Lease or the statutes of this state. Lessor may impose reasonable charges for storing such abandoned or seized property, and may sell same at public sale (subject to any recorded chattel mortgages) after thirty (30) days written notice of time and place of sale is sent certified mail to Resident at the above Apartment address. Notice of said sale must be posted in three (3) public places in the county where the Apartment Project is located thirty (30) days prior to sale. Sale shall be to the highest cash bidder. Proceeds from the sale will be first credited to the cost of sale and then the sums owed, with the surplus, if any, mailed to Resident at the above Apartment address. It is agreed that none of the above procedures shall necessitate prior judicial hearing or subject Lessor to any liability. If Lessor prevails in any suit for eviction, for collection of rentals, or for unpaid damage, Resident shall be liable for court costs and reasonable attorney fees, plus interest at the maximum legal rate.

16. REIMBURSEMENT: Resident shall promptly reimburse Lessor for any loss, damage, or cost of repairs or service caused in the Apartment of Apartment Project by improper use or negligence of resident or Resident's guests or occupants. Unless the damage or stoppage is due to Lessor's negligence, Lessor will not be liable for and Resident shall pay for repairs, replacement costs and damages to the following if occurring during the Apartment Lease term or renewal period: (a) damages to doors, windows, or screens, (b) damages from windows or doors left open, and (c) damages from wastewater stoppages caused by foreign or improper objects in lines exclusively serving Resident's Apartment. Lessor's delay in demanding rent, damage reimbursement, late payment charges, returned check charges, pet charges, or other sums due by Resident shall not be deemed a waiver; and Lessor may require payment of same at any time, including deduction from the deposit. Lessor may require advance payment for repairs for which Resident is liable.

17. ALTERATIONS AND IMPROVEMENTS: Resident accepts the Apartment, fixtures, and/or furniture as is, except for conditions materially effecting health or safety of ordinary persons. Lessor makes no implied warranties. Within forty-eight (48) hours after move-in, Resident shall note any defects or damages to the Apartment and return it to Lessor's representative; otherwise, everything will be deemed to be in clean, safe, and good working condition. Resident shall use reasonable diligence in care of the Apartment and the common areas. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alteration to Lessor's property except as authorized by Lessor in writing. Authorized alterations, additions and improvements that are made by Resident shall become the property of the Lessor and shall remain upon and be surrendered with the Apartment as a part thereof at the termination of this Apartment Lease. Resident will not disable, disconnect, or remove Lessor's property, including furniture, screens, etc. When moving out, Resident shall surrender the Apartment in the same condition as when received, reasonable wear expected. Reasonable wear means wear occurring without negligence, carelessness, accident or abuse.

18. REPAIRS AND MALFUNCTIONS: All requests for repairs and services must be in writing to Lessor's designated representative. Lessor may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, Resident shall notify Lessor's representative immediately. In case of malfunction of air conditioning or other equipment, Resident shall notify Lessor's representative as soon as possible on a business day. Resident shall promptly notify Lessor in writing of: water leaks; electrical problems; carpet holes; broken, falling or loose ceiling tiles, insulation or glass; broken locks or latches; and any condition which poses a material hazard to health or safety. Lessor shall act with diligence in making repairs and reconnections; and rent shall not abate during such periods. If fire or catastrophe damages are substantial in the Lessor's reasonable judgment, Lessor may terminate this Apartment Lease within a reasonable time by giving written notice to the Resident.

19. MULTIPLE RESIDENTS OR OCCUPANTS: Each Resident (and each Resident's share of the total deposit) is jointly and severally liable for all Apartment Lease obligations. Violation of the Apartment Lease or rules by any Resident, guest or occupant shall be considered a violation by all Residents. Requests and notices from Lessor to any Resident constitutes notice to all residents and occupants. Notices from any Resident or occupant (including notices of lease termination, repair requests and entry permissions) shall be deemed to be from all Residents.

20. PETS: Except for guide dogs of blind or deaf persons, no pets are allowed (even temporarily) anywhere in the Apartment or Apartment Project without Lessor's prior written authorization. Feeding stray or unauthorized pets is prohibited. Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents and insects. Violation of the above by Resident or Resident's guests or occupants, with or without Resident's knowledge or permission, will subject Resident to the charges, damages, eviction, and other remedies of this Apartment Lease.

21. DELAY OF OCCUPANCY: If occupancy of the Apartment is or will be delayed because of construction, repairs, cleaning or because of prior resident's holding over, Lessor shall not be liable to Resident for such delay, and the Apartment Lease shall remain in force subject to abatement on rentals on a daily basis during delay. Any such delay shall not affect the other terms of this Apartment Lease.

22. PARKING: The parking space designated as _____ in the Apartment Project is hereby leased to Resident for the duration of the term of this Apartment lease, subject to all of the terms and conditions of this Apartment Lease. Resident shall not have the right to permit or authorize the use of such parking space by persons other than Resident without the prior written consent of Lessor.

23. **EMINENT DOMAIN:** If all or part of the Apartment is taken by any competent authority for any public or quasi-public purpose, this Apartment Lease shall expire on the date of such taking, and rent apportioned to such date. No part of any award made shall belong to the Resident.

24. **SUBORDINATION:** This Apartment Lease is subject and subordinate to the lien of all mortgages now or hereinafter placed on any of Lessor's property which includes the Apartment, to any extensions and renewal thereof, and to advances now or hereafter made on the security thereof.

25. **NOTICE:** All notices herein provided for shall be in writing. Any notice by lessor may be sent by registered or certified mail to Resident at the Apartment, or delivered by Lessor, or its agent at the Apartment; and any notice by Resident to Lessor shall be sent registered or certified mail, or delivered in person to Lessor's representative at the address shown.

26. **GENERAL:** This Apartment Lease is the entire agreement between the parties. Lessor's representative (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Apartment Lease or any part of it and no authority to make promises, representations, or agreements which impose duties of security or other obligations on Lessor or Lessor's representatives unless done in writing. No action or omission of Lessor's representative will be deemed a waiver of any subsequent violation, default, or time or place of performance. Exercise of one remedy will not constitute an election or waiver of other remedies. All of Resident's statements in the rental application were relied upon by Lessor in executing this Apartment Lease, and any misinformation therein shall be cause for damages and/or termination of Resident's right of occupancy. In the event that Resident is declared incompetent, becomes bankrupt, or makes a voluntary assignment for the benefit of creditors, or in the event of the appointment of a receiver for Resident, then at the option of lessor, and upon five (5) days' notice to Resident of the exercise of such option, this Apartment Lease shall terminate. Resident may not withhold rent or offset against rent. Unless otherwise stated in this Apartment Lease, all sums owed by Resident are due upon demand. Resident shall pay all collection agency fees incurred by Lessor, in lawsuits seeking only contractual or statutory remedies, the prevailing party shall recover attorney's fees and other litigation costs from the nonprevailing party. Any invalid clause shall not invalidate the remainder of this Apartment Lease. This Apartment Lease has been executed in multiple copies, one for Resident and one or more for Lessor.

IN WITNESS WHEREOF, the parties have signed and sealed this Apartment Lease on the date hereinabove written.

READ THIS INSTRUMENT BEFORE SIGNING

Resident or Resident's

Lessor/Owner/Manager/Agent

Address and Telephone Number