

STANDARD REAL ESTATE RENTAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Management") and _____ (hereinafter referred to, whether one or more, as "Resident"). Management rents to Resident, and Resident rents from Management, the Premises located at:

Address: _____, City: _____, State: _____, Zip: _____ (hereinafter referred to as the "Premises"),

If this box is checked, Resident is agreeing to rent only a Designated Rental Space (as defined below) within the Premises, with shared access to the common areas of the Premises. Resident is not allowed to enter upon Excluded Areas (as defined below) of the Premises. Resident acknowledges its responsibility for maintenance of the land, structure, Designated Rental Space, and all shared or common areas, but not the Excluded Areas. Any damage(s) to the Premises, including to the Excluded Areas, resulting from the negligence of the Resident are the Resident's sole responsibility.

Designated rental space: _____ Bedroom(s) _____ Bath(s)

Description of exclusive rental space: _____ (the "Designated Rental Space")

Excluded Areas (description): _____

Common Areas (description): _____

Utilities to be put in Resident's name: _____

Utilities not in Resident's name, but which Resident will pay its pro-rata share of each month (as part of Additional Rent): _____

Additional agreements related only to Resident's renting a Designated Rental Space:

Where any area of this foregoing paragraph conflicts with another paragraph of this Agreement, the foregoing paragraph shall control.

(for purposes of the remainder of this Agreement, if the above box is checked indicating a Designated Rental Space, then the term "Premises" shall generally include the "Designated Rental Space," "Common Areas," and, except as related to possession, occupancy or maintenance, the "Excluded Areas").

under the following terms and conditions:

1. TERM: The initial term of the lease under this Agreement shall begin on the _____ day of _____, 20____ (“Commencement Date”), and terminate at **12 noon** on the _____ day of _____, 20____ (“Initial Term”). The lease term shall include the Initial Term and any extension(s) thereof (“Term”).

2. POSSESSION: If this box is checked, Resident shall have possession on _____, 20_____ at _____ m. (“Possession Date”); provided that, should Management be unable to deliver possession of the Premises within such time, Management shall not be liable for damages caused thereby, nor shall this Agreement be void or voidable, but Resident shall not be liable for any Rent until possession is delivered. Resident may not refuse to occupy the Premises if possession is delivered within ten (10) days of the Possession Date. If possession is not delivered within ten (10) days of the Possession Date, Resident may, as the sole remedy of Resident, terminate this Agreement. Resident must move in within thirty (30) days from the date possession is made available, and continuously occupy the Premises during the lease Term.

If this box is checked, Resident is now in possession of the Premises under a prior lease agreement. Effective as of the Commencement Date, this Agreement replaces such prior lease.

If this box is checked, Management has entered into or intends to enter into a contract for the purchase by Management of the Premises. In the event Management has not acquired title to the Premises on or before _____, 20____, this Agreement shall automatically terminate and be deemed null and void. The date upon which Management acquires title to the Premises is hereinafter referred to as the “Acquisition Date”. Possession of the Premises shall be made available to Resident on or before seven (7) days following the Acquisition Date provided, that should Management be unable to deliver possession of the Premises within such time, Management shall not be liable for damages caused thereby, nor shall this Agreement be void or voidable, but Resident shall not be liable for any Rent until possession is delivered. Resident may not refuse to occupy the Premises. Resident shall move in no later than _____ days following the Commencement Date, and continuously occupy the Premises thereafter during the Term of this Agreement.

3. RENT: Rent is payable monthly **in advance** without notice or demand at the rate of _____ Dollars (\$_____) per month (“Rent”), on the 1st day of each and every month (“Due Date”) during the Term of this Agreement. Unless otherwise notified in writing, if Management consents to extend the Term beyond the Initial Term, the monthly Rent payment shall increase by five percent (5%) payable monthly in advance beginning the month following the expiration of the Initial Term, or the expiration of the extended Term, as the case may be. If this box is checked, unless otherwise directed by Management, all such payments of Rent shall be made via electronic deposit to Management on or before the due date and without demand into Management’s account as Management specifies from time to time. Resident agrees to execute such documents as needed to

establish and maintain in effect such electronic payments of Rent to Management during the Term of this Agreement.

If payment is not electronically made, then Rent payments shall be made at the office of Management or such other place as Management may from time to time designate. **MAILING RENT PAYMENTS BY THE DUE DATE DOES NOT CONSTITUTE TIMELY PAYMENT. EACH MONTHLY RENT PAYMENT MUST BE ACTUALLY RECEIVED AT THE OFFICE OF THE MANAGEMENT BEFORE 5 O’CLOCK P.M. ON THE DUE DATE to be considered paid. Monies received are applied first to any lost Rent discount; second to any outstanding Additional Rent; third to any unpaid fees or charges, then fourth to any current Rent or Rent to become due. This could result in unpaid Rent which would be subject to additional Rent as contained herein. Cash will not be accepted. Money orders or checks shall be made payable to:**

Name: _____
Address: _____
City, State Zip: _____
Electronic (for notice purposes): _____

4. **DISCOUNT FOR PROMPT PAYMENT AND MAINTENANCE:** If the Rent, and any previous balance due, is received and accepted on or before the 1st day of the month (due date as described above) and Resident is in compliance with the maintenance requirements and other covenants contained in this Agreement, a Fifty Dollar (\$50.00) discount will be credited to the Rent payment.

5. **ADDITIONAL RENT:** As used herein, the term “Additional Rent” shall include all items described in this paragraph 5 as well as all other items referenced elsewhere in this Lease Agreement as Additional Rent. Unless otherwise indicated, Additional Rent shall be immediately due and payable with the next month’s Rent payment. If Management elects to accept Rent after the fifth (5th) day of the month, Resident agrees to pay Ten Dollars (\$10.00) for each day after the fifth (5th) day of the month as Additional Rent. In the event efforts for collection of past due Rent are undertaken by the Management or its agents by coming to the Premises location, the Resident agrees to pay a Fifty Dollar (\$50.00) collection fee as Additional Rent for each such attempted collection. The Additional Rent shall continue to accrue at the rate of Ten Dollars (\$10.00) per day until all Rents, all disallowed discounts, and any other amounts owing under this Agreement are paid in full. All payments made after the fifth (5th) day of the month, if not electronically deposited as provided in paragraph 3, shall be by cashier’s check or money order. In the event any check given by Resident to Management is returned by the bank unpaid, Resident agrees to pay to Management a Fifty Dollar (\$50.00) returned check fee as Additional Rent, no Rent discount for that month shall be allowed, and Resident agrees to pay Additional Rent of Ten Dollars (\$10.00) per day after the fifth (5th) day of the month until Resident’s account is brought current. This charge will be waived if the bank verifies, in writing, the check was returned due to their error. Any returned check must be redeemed by cashier’s check or money order. In the event more than one check is returned, Resident herewith agrees to pay all future Rent and Additional Rent in the form

of cashier's check or money order. If Rent is accepted after the due date this acceptance shall not alter the terms of this Agreement or any extension thereof.

6. DAMAGE DEPOSIT: Upon the due execution of this Agreement, Resident shall deposit with Management the sum of _____ Dollars (\$_____) ("damage deposit"), receipt of which is hereby acknowledged by Management, as security for any damage caused to the Premises during the Term. Such damage deposit shall be returned to Resident, without interest, within thirty days (30) and less any set-off for damages to the Premises, and amounts owed to Management, provided:

a. Lease Term under this Agreement has expired or this Agreement has been terminated; and

b. All monies due Management by Resident have been paid; and

c. Premises, including appliances, furnishings provided by Management, and any improvements made during the lease Term, are not damaged and are left in their original condition, normal wear and tear excepted.

d. Carpets, walls, floors, appliances, bathroom fixtures and other areas of the Premises have been cleaned and are ready for a new resident.

e. Yard and shrubbery are neatly trimmed and leaves, trash and other debris have been removed from Premises.

f. Written notice to vacate has been given to Management at least sixty (60) days prior to vacating.

g. Resident allows Management to show Premises and post sign at the Premises during the sixty (60) day period prior to termination of the lease. Resident acknowledges that Management has the right, at all times during the lease Term, to market and advertise the Premises for rent or sale, in any manner desired by Management, including, without limitation, online and elsewhere and with pictures and video.

h. Resident has returned all keys to Management.

i. Resident has given Management Resident's forwarding address.

j. Resident has paid all final bills on all utilities that have been Resident's responsibility under this Agreement.

k. Smoking in violation of this Agreement has not occurred.

Management and Resident agree that the damage deposit is not last month's Rent. The Management will clean the carpets on Resident's behalf upon vacating the Premises. The carpet cleaning fee will be deducted from the Resident's deposit. Management will have the Premises professionally cleaned upon vacating the Premises. The cleaning fee will be deducted from the Resident's deposit.

The damage deposit may, at the option of Management in its sole discretion, be applied by Management to satisfy all or part of Resident's obligations and such act shall not prevent Management from claiming damages in excess of the damage deposit. Resident agrees to pay Management eighteen percent (18%) per annum on the unpaid balance of any charges for Rent, Additional Rent, maintenance, repairs or any other charges and damages and expenses sustained by Management under the terms of this Agreement, that are not covered by the damage deposit and that are not paid within seven (7) days after vacating the Premises. Regardless of amount of damage deposit, Resident agrees to perform as outlined herein.

_____ RESIDENT AGREES NOT TO ATTEMPT TO APPLY ANY PORTION OF THE DAMAGE DEPOSIT TO ANY RENT PAYMENT.

7. EARLY TERMINATION AND EARLY TERMINATION FEE: Resident may be released from the obligation to pay the Rent contained herein, as of the last day of a rental month, before the expiration of the Initial Term or any extensions by:

- a. Giving Management a written notice stating the date of termination, which shall be the last day of a calendar month, and no less than sixty (60) days following the written notice; and
- b. Paying all monies due through date of termination; and
- c. Paying an amount equal to one month's Rent as a release fee ("Early Termination Fee"); and
- d. Returning the Premises in a clean, undamaged ready-to-rent condition; and
- e. Complying with all provisions set forth in paragraph 6 above.

If this Agreement terminates prior to expiration of the Term as a result of default by Resident, Resident shall, in addition to all other Rent, Additional Rent, damages, and amounts payable to Management, be liable for payment of the Early Termination Fee.

8. CONDITION OF PREMISES. Resident has received an inspection form ("Move-In Inspection Form") to notify Management of any damage to the Premises at the time of taking possession. Resident acknowledges and agrees that the Premises is in good and habitable condition and accepts Premises in its present "AS-IS" condition and acknowledges and accepts the responsibility to complete said form within seven (7) days of taking possession and return a completed, signed copy to Management. Failure to do so shall be Resident's acknowledgment that Premises is in perfect condition in every particular and that any damages, including breakage, burns and wear otherwise not shown on the Move-In Inspection Form shall be Resident's responsibility and expense. The items shown on the Move-in Inspection Form are subject to verification by Management, and to the extent accepted by Management, shall be conclusively deemed to be the only exceptions as to the Resident's obligation to maintain and surrender the Premises in good condition. Management has no obligation to correct or repair any such items, and the sole purpose of such writing is to establish the condition of the Premises upon occupation by the Resident.

9. _____ MAINTENANCE, REPAIRS BY RESIDENT: Resident acknowledges that the Premises are in good order and repair and habitable condition. Resident shall, at Resident's own expense, and at all times, maintain the Premises in good condition and repair, and in a clean and sanitary manner, including all equipment and appliances therein and shall surrender the same, at the termination hereof, in as good condition as received, or as improved during the lease Term, normal wear and tear excepted. Resident shall be responsible for damages caused by the negligence of Resident and/or Resident's family, invitees or guests, and shall reimburse Management for all such damages. Resident shall mow, irrigate and maintain any surrounding grounds, including lawns, shrubbery and gutters, and keep the same clear of rubbish, trash, weeds or leaves if such grounds are part of the Premises and are available for the use of Resident. Should Resident fail to do so, Management may, but is not required to, maintain lawns and/or shrubbery by using a professional yard maintenance company. Resident agrees to pay the cost of any such yard maintenance as Additional Rent.

Resident shall immediately notify Management in writing of any damage to the Premises that occurs from whatever cause, and of any defect or dangerous condition existing. If Management determines that Resident has caused or allowed damage to the Premises beyond ordinary wear and tear, Management may, but is not required to, repair the damage and Resident shall be responsible for payment of the costs of repair as Additional Rent.

If there is any repair needed for the Premises which is not, by the terms of this Agreement or by operation of law, the obligation of the Resident, the Resident shall promptly give written notice to the Management identifying the repair requested, and the Management shall have a reasonable time to investigate and provide any repair, taking into consideration the nature of the problem, reasonable availability of materials, labor and utilities, and the availability and time of payment of insurance proceeds which may provide for payment of all or a portion of such repairs. If Management, after reasonable time for investigation, determines that the repair requested is a repair which is the obligation of Management, and Management elects in the sole discretion of Management not to make the requested repair, then Management may terminate this Agreement without liability by Management to the Resident. Management shall have no responsibility for repair if the repair is one that is otherwise the responsibility of Management, but is due in whole or part to negligent or intentional acts of Resident and/or Resident's family, invitees or guests. Except that, if Resident knows or reasonably suspects that the Premises contains bed bugs or of conditions upon the Premises that could constitute a breach of the warranty of habitability if not remedied, then Resident will promptly provide written or electronic notice to Management describing the conditions or circumstances. Resident hereby waives any notice or right to notice related to Management's entry upon the Premises to inspect for bed bugs or repair a habitability issue.

Except that, notwithstanding the foregoing, Resident has no duty to maintain the Excluded Areas, and only has a duty to repair damage to the Excluded Areas to the extent that it was caused by Resident's negligent actions or omissions.

10. APPLIANCES: Any appliance, furniture, fixture or any other furnishing ("Appliance") on the Premises upon Resident taking possession of the Premises, or hereafter provided to the

Premises by Management, shall be returned by Resident upon move-out in the same condition as at the signing of this Agreement, or other time of provision of the appliance. If Management determines that Resident has caused or allowed damage to any Appliance beyond ordinary wear and tear, Management may, but is not required to, repair the damage and Resident shall be responsible for payment of the costs of repair as Additional Rent.

11. ALTERATIONS: Resident shall not make, or allow to be made, any alterations, installations, repairs or redecoration of any kind to the Premises without prior written permission of Management, provided, however, that notwithstanding such consent, Resident agrees that all alterations including, without limitation, any items affixed to the Premises, shall become the property of Management upon the termination of this Agreement. This includes, but is not limited to, ceiling fans, mini blinds, carpeting, fencing, lighting fixtures, shrubs, flowers, etc. Removal of these items shall be considered theft subject to civil and criminal prosecution.

12. USE: The Premises shall be used for residential purposes only and, except for the Excluded Areas, may be occupied by the undersigned _____ adult(s) and their _____ children as named in the original application to rent, only. Occupancy by guests staying over fourteen (14) days will be considered in violation of this Agreement and additional monthly Rent of One Hundred Dollars (\$100.00) per person shall be due, chargeable from the beginning date of this Agreement, unless prior written consent is given by Management. The Premises shall be used so as to comply with all state, county, and municipal laws and ordinances and shall be kept in a clean and orderly condition. Resident shall not use the Premises or permit it to be used for any disorderly or unlawful purpose, including without limitation, the possession or use of illegal substances, or illegal use of alcohol, or in any unreasonable manner so as to interfere with neighbors. Resident shall be responsible and fully liable for the conduct of Resident's guests. Acts of guests in violation of either this Agreement or Management's rules and regulations may be deemed by Management to be a breach by Resident.

13. CARBON MONOXIDE AND SMOKE DETECTORS: Resident acknowledges the presence of a working carbon monoxide alarm and a working smoke detector in the Premises, and agrees to test the devices weekly for proper operation, and further agrees to replace any batteries (if so equipped) when necessary. Resident further acknowledges that Resident understands how to test and operate the devices in the Premises. Resident also agrees to repair or replace, at Resident's expense, any inoperative carbon monoxide alarm or smoke detector immediately should it fail to operate properly during any test.

14. RULES AND REGULATIONS:

a. Locks and Burglar Alarms: Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Premises without written permission of Management. If the addition or changing of such locks is permitted, it is mandatory that Resident shall immediately provide Management with keys to such locks. Resident is prohibited from installing a burglar alarm, changing or in any way altering any existing burglar alarm installed on the Premises without written permission of Management. If the installation or changing of such burglar alarm is permitted, it is mandatory that Resident shall immediately provide Management

with all codes to such burglar alarm. Resident agrees that Management is not liable for any unauthorized entry into dwelling of any kind whatsoever.

b. Utilities: Resident is responsible for prompt payment of all utilities, to include potable and not-potable water, sewage, garbage collection, satellite and cable TV, electricity, gas, local telephone service; even if the bills remain in Management's name. Failing to pay the utility bills will be a default and a violation of this Agreement. Any installation costs are the responsibility of Resident. Installation of any antennae, dish, or wall jacks, telephone or cable installation are not to be done without prior written approval of Management, and shall remain with the Premises. Unless otherwise directed by Management, and except as otherwise provided for above in the division of utilities in the case of a Designated Rental Space, Resident shall place all utilities in Resident's name effective on Commencement Date, and shall provide that utility suppliers shall send notification to Management of any failure of payment by Resident that may result in termination of service. If Resident fails to timely pay utilities, Resident shall pay, as Additional Rent, Thirty-Five Dollars (\$35.00) for each notice of non-payment received by Management, and if discontinuance of service occurs due to Resident's failure to pay, then Resident shall also pay, as Additional Rent, One Hundred Dollars (\$100.00) plus all costs and damages incurred by Management as a result of such discontinuance of service. Management is not responsible for any interruption of utility services.

c. Telephones: Resident agrees to immediately notify Management of any change of Resident's home, work, or cellular phone numbers during the Term of this Agreement.

d. Storage: No goods or materials of any kind or description which are combustible or would increase fire risk shall be stored on the Premises. Any storage of goods or materials on the Premises by Resident shall be at Resident's risk and expense; Management shall not be responsible for any loss or damage to stored property on the Premises.

e. Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork, or any part of the Premises.

f. GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE: Resident agrees to keep the Premises, except the Excluded Areas, in a clean and sanitary condition, and to promptly remove any trash or rubbish as it accumulates.

g. Pest control: Resident must notify Management in writing of any pest problem within 7 days following delivery of possession of the Premises. If no such notice is given, Resident agrees that the Premises are free of pests upon occupancy. Resident agrees to provide and pay for all pest control thereafter needed, and any infestation that Resident fails to address appropriately and in a timely manner shall, at the option of Management, constitute a default of this Agreement. Except that this subparagraph (g) shall not apply to bed bugs. See paragraph 14(dd) with respect to bed bugs specifically.

h. Filters: Resident agrees to replace the furnace, air conditioner, and vent filters every month at Resident's expense. Resident understands that dirty filters interfere with the performance of the heating/air conditioning system, and that monthly replacement of dirty filters is essential to

the continued functioning of the system. Any repairs to the heating or cooling system necessitated by dirty filters due to Resident's failure to comply with this lease provision will be charged to Resident as Additional Rent.

i. Heaters and Burners: Resident agrees not to use any form of kerosene, propane, or charcoal space heater, or camp stove, grill or other similar device in the dwelling or any other inside or covered areas of the Premises, including the garage, if any.

j. Water beds: Resident shall not have or keep any water bed in the dwelling without prior written permission of Management, which Management may, at its sole discretion, permit or deny. If permitted, in addition to any other conditions for permission, a waterbed insurance policy with coverage acceptable to Management, paid by Resident, with Management listed as loss payee is required.

k. Vehicles: Vehicles shall NOT be parked on the lawn or in the yard of the Premises at any time. Uninsured vehicles, vehicles without current registration, and non-operative vehicles are not permitted on Premises. Any such vehicle may be removed by Management at the expense of Resident, for storage or for public or private sale, at Management's option, and Resident shall have no right of recourse against Management for such action.

l. Yard care: Resident will be responsible for maintaining the lawn, bushes, and trees in a neat and attractive manner. If not cared for, Management has the right to have this done professionally and Resident herewith agrees to pay the cost for same. If a sprinkler system is installed, Resident is responsible for having it winterized in the fall and turned back on for the summer season at their own expense, and shall be liable for the amount of any damages caused by failure to do so, payable to Management as Additional Rent.

m. Snow Removal: Resident agrees to promptly remove snow from all sidewalks and driveway. Resident agrees to NOT use salt, calcium chloride or any other ice melting or similar products on any concrete or cement surface on the Premises, and shall be liable for the amount of any damages caused by failure to do so, payable to Management as Additional Rent.

n. Gutters: Resident shall have gutters cleaned at least each fall, and more frequently if needed.

o. Basements: Management in no way warrants any basement against any leakage of any kind at any time.

p. No Smoking: Resident covenants and agrees that no smoking of any substance will be conducted inside the Premises or within twenty (20) feet of the building. This includes any attached deck, covered deck, patio, garage, shed or other structures, even if they are outside. Violation of this provision shall in itself be cause for retention by Management of the entire damage deposit. Resident acknowledges that violation of this paragraph will cause Management to incur expenses to remediate, which are not now capable of being determined with accuracy, and retention of the damage deposit is a reasonable amount of liquidated damages; and if the damage deposit is not sufficient to cover the actual costs incurred by Management, then Management may also recover from Resident the additional actual costs, payable to Management as Additional Rent.

q. Associations/Governmental Assessments: Should the Premises described herein be a part of a common interest community, homeowners association, planned unit development, condominium development (hereinafter referred to as the "Association") or such, Resident hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such Association and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by Resident, Resident's family, licensees or guests. Resident's noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to Resident by the Association, such fines shall be considered Additional Rent and shall be due along with Resident's next monthly payment of Rent. Management will provide a copy of the applicable Governing Documents upon Resident request. If any Federal, State, City, or any other governmental entity imposes any fee, assessment, or similar charge against the Premises during the Term of this Agreement, said fee, assessment, or similar charge shall be considered Additional Rent to be paid by the Resident.

r. No Disturbances: Resident shall not cause or allow to be caused unreasonable noise and offensive odors, and shall not engage, or allow others residing in or visiting the Premises to engage, in unreasonable conduct that disturbs, annoys, endangers or inconveniences other residents of the Premises or neighbors.

s. Water/Mold: Resident is responsible for ANY and ALL water damage arising from Resident's occupancy of the Premises; this includes but is not limited to: overflowing sinks, drains, tubs, washing machines, washing machine hoses, toilets, clogs in toilets, water from defrosting freezer, or window air conditioners, windows left open or any other water damage whatsoever, or failure of the Resident to use the exhaust fan or other venting while bathing or cooking. Resident's responsibility includes remediation of any mold caused by excessive moisture.

t. Illegal Substances and Acts: Resident shall not, on the leased Premises (including common areas appurtenant thereto), possess, consume, traffic, nor transfer title of possession of, nor arrange or conspire for the possession, consumption, trafficking or transfer of, any substance under any circumstances which would be contrary to any applicable local, state, or federal law. There shall be no illegal use of alcohol or substances on the Premises, nor shall there be any other illegal acts about the Premises. Upon complaints of illegal activity, the Premises may be inspected and searched at any time without notice by Management and/or any law enforcement officer(s) upon Management giving consent. Breach of this term may, at Management's option, be deemed an instant termination of this Agreement.

u. Attics: Resident shall not at any time enter, or store any items in attic spaces.

v. Roof: Resident shall not cause any penetration of the roofing, and shall not at any time be upon, or allow others to be upon, the roof.

w. Freeze Prevention: Resident shall maintain at all time the interior temperature of the Premises at no less than fifty-five (55) degrees Fahrenheit, including at all times that Resident is away from the Premises; and Resident shall not leave windows and doors open in cold weather while Resident is absent from the Premises. Resident shall be liable for all damages caused by pipes freezing, payable to Management as Additional Rent.

x. Notice of Planned Absence: Resident shall give Management written notice in advance of any absence from the Premises longer than two weeks, and shall include contact information for Resident during such absence, and the name and contact information for any person Resident will have maintaining the Premises during the absence.

y. Drains: Resident shall not place, or allow to be placed, materials in drains that will cause blockages or damage to the plumbing system.

z. Rental Priority: Resident is to pay Rent, Additional Rent and other amounts owing under this Agreement first, then utilities, then other bills. Resident is responsible for making payment on time each month, and there are no exceptions or conditions which excuse this responsibility, including personal circumstances or problems with other occupants. Management does not negotiate or mediate disputes among occupants.

aa. Candles: No candles or other open flame devices are to be burned inside the Premises or on any patio or porch area, including the garage, if any.

bb. Furniture: No furniture designed for indoor use shall be placed or allowed to remain outside the interior of the Premises. No "couch surfing" is allowed.

cc. Security: Doors and windows should be secured and locked as appropriate to prevent trespass and vandalism. If trespass or other illegal activity occurs, immediately contact law enforcement.

dd. Bed Bugs: Resident will promptly provide written or electronic notice to Management when the Resident knows or reasonably suspects that the Premises contains bed bugs. Resident hereby waives any notice or right to notice related to Management's entry upon the Premises to inspect for bed bugs. If any furniture, clothing, equipment or personal property of Resident is found to contain bed bugs, the Resident shall not remove any such furniture, clothing, equipment or personal property from the Premises until a pest-control agent determined that a bed bug treatment has been completed. Resident shall not dispose or any property that was determined to contain bed bugs in any common area where such disposal may risk the infestation of other dwelling units.

ee. Warranty of Habitability: Resident will promptly provide written or electronic notice to Management of conditions that could constitute a breach of the warranty of habitability if not remedied.

15. PETS: No pets, birds, fish, or other animals of any kind, permanent or visiting, indoor or outdoor, shall be permitted on the Premises without prior written consent of Management. Any such pets, if allowed, requires the payment of a non-refundable pet fee of \$_____ per pet, plus additional Rent of \$_____ per pet per month. (This amount is included in the monthly Rent set forth in paragraph 3 above for any authorized pets listed below in this paragraph). In no instance will more than two (2) pets be allowed. Authorized pets must be listed below. By this listing, Resident agrees to be fully liable for damages and injuries to Premises and/or people which might be caused by pets. Resident agrees that if said pets should at any time become annoying, bothersome, or in any way a nuisance to neighbors, Resident will, upon notice of Management,

immediately remove said pets from the Premises. Any unauthorized pets found on the Premises shall be removed by Resident and above stated pet fees, retroactively to the date of this Agreement, shall be paid immediately to Management. The Resident accepts all responsibility for said pet and its actions, and holds the Management harmless from any claims against the pet. The Resident agrees not to leave the pet(s) unattended for any unreasonable periods of time and to pick up droppings from the pet daily. Only the pets listed herein are authorized on Premises (name(s) and description(s)):

16. **PROPERTY LOSS & LIABILITY:** Management shall not be liable for damage, theft, vandalism, or other loss of any kind to Resident's personal property or the personal property of Resident's family members or guests. Management shall not be responsible or liable for any injury, loss or damage to any person or property of Resident or any other person.

17. **RENTERS INSURANCE:** Resident acknowledges that any insurance of Management or Owner (as defined in this Agreement) does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Management or Owner be held liable for such losses, and Resident waives all claims against Management and Owner arising in connection therewith. Resident agrees to purchase comprehensive casualty and liability insurance, known as a Renter's Insurance Policy, against all perils, including but not limited to insurance on personal property or property of other persons from protection from loss due to or caused by, including without limitation, theft, vandalism, bursting or breaking pipes, by or from fire, windstorm, hail, flooding, leakage, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the Premises. Said policy shall include property damage coverage in an amount of \$500,000.00 minimum and liability coverage of \$500,000.00 minimum. The policy shall contain a waiver of subrogation claims against Management and Owner. Upon request of Management, the policy will include Management and Owner as an additional insured.

18. **LEAD AND/OR ASBESTOS CONTAINING MATERIALS:** If Premises was constructed prior to January 1, 1978 it may contain lead and/or asbestos containing materials. This shall serve as notice that this Premises was constructed in approximately _____. Resident may have Premises tested for lead and/or asbestos levels prior to occupancy. Should Resident determine that the levels of lead or asbestos are unacceptable to Resident, Resident may void this Agreement prior to taking possession of Premises, but not later than three (3) days after entering into this Agreement with Management. Resident herewith acknowledges receipt prior to signing this Agreement, of the federal pamphlet "Protect Your Family From Lead in Your Home" and the lessor's disclosure form attached hereto and made a part hereof by reference.

19. **ASSIGNMENT AND SUB-LETTING:** Resident shall not assign this Agreement or sublet the Premises or any part thereof without the prior written consent of Management, which consent may be withheld in Management's sole and absolute discretion. Consent by Management to one such assignment or sublet shall not be deemed to be consent to any subsequent assignment or sublet. An assignment or sublet without the prior written consent of Management shall be null and

void and Management may treat such attempted assignment, sublet or license as a material breach of this Agreement.

In order for Management to consider any assignment of this Agreement or sublet of the Premises, Resident must provide the following to Management:

- (i) Completed assignment and sublet forms as may be required by Management, signed by Resident;
- (ii) Assignment or subletting fee of Four Hundred Dollars (\$400.00);
- (iii) Completed application for potential Resident(s). The Management in its sole discretion may decline to allow assignment or subletting to any person;
- (iv) Non-refundable application fee of Thirty Dollars (\$30.00) for each proposed new Resident;
- (v) Security deposit payment in an amount required by Management; and
- (vi) Payment of Rent for the month next coming due.

Any assignment of this Agreement or sublet of the Premises shall not relieve Resident of further liability for Rent, Additional Rent, utilities or condition of Premises. Resident understands that upon approval by Management of Resident's assignment or sublet, Resident will no longer have a right to occupy the Premises, but will remain jointly and severally liable for all obligations contained within this Agreement for the remaining lease Term unless otherwise agreed to in writing. Subject to Management's right to retain all or any portion of Resident's damage deposit, as elsewhere provided in this Agreement, any portion of such damage deposit to be returned shall be returned within thirty (30) days following the effective date of Management's approval of the new Resident(s).

20. CASUALTY. Management shall have no responsibility whatsoever for loss or damages caused by fire, water, or other casualty. If the Premises are damaged by fire or other casualty, Resident shall immediately give notice to the Management of such casualty, and Management shall have the right in its sole discretion to elect to repair the Premises or to terminate this Agreement upon written notice to Resident. Such notice shall be given within thirty (30) days after Resident gives notice to Management of such fire or other casualty. If the Management elects to repair, and the casualty is not attributable in whole or part to the negligence or intentional act of Resident or Resident's guests or occupants, an appropriate abatement of the Rent shall be allowed until repairs are substantially completed. If Management elects to repair, Management shall undertake and complete such repairs with due diligence, and if such repairs are not commenced within ninety (90) days after the fire or other casualty, and diligently pursued to completion thereafter, as the sole and only remedy of Resident, Resident may terminate this Agreement as of the date of such damage by giving forty-five (45) days prior written notice of termination to Management. Resident shall immediately vacate the Premises upon termination of this Agreement.

21. **HOLDING OVER:** Should the Resident hold over on the Premises after expiration of the Term and with the consent of Management, the possession shall not be construed as a renewal for the same term, but shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable. There shall be no renewal of this Agreement by operation of law. The monthly Rent during such period shall be at a rate 110% that of the monthly Rent applicable at the time of expiration of the Term of this Agreement.

22. **RIGHT OF ACCESS:** Management may enter the Premises without notice to Resident for inspection and maintenance during reasonable hours. Management shall attempt to notify Resident of the need for access, but has no obligation to do so. If locks have been changed without providing Management with a key, Management may forcibly enter without being liable for damage or unlawful entry. In case of emergency, or if Management has reasonable grounds to believe that Resident is not maintaining the Premises properly or a condition exists which may damage the Premises or affect the safety of the Premises, or cause Management to suspect that Resident is violating the terms of this Agreement, Management may enter at any time. Resident hereby consents and authorizes Management to allow law enforcement personnel, to enter and search the Premises if illegal activity is suspected. During the last sixty (60) days of occupancy, or upon notification of intent to vacate, Management may place a sign on the Premises and may install a lock-box and show the Premises during reasonable hours.

23. **RESIDENT DEFAULT.** It is expressly understood and agreed that in addition to any and all other remedies of Management, if the Resident abandons the Premises, or Rent owing, Additional Rent or other charges or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said Resident, or if Resident is named as debtor in proceedings in bankruptcy, or if any facts contained in Resident's application are untrue or misleading, then, upon the happening of any of said events, in addition to all other rights and remedies available to Management under this Agreement and those otherwise provided by law, Management shall be entitled to recover from Resident all damages and expenses incurred by Management, and may exercise any or all of the following rights:

23.1 Without being obliged to do so, to terminate Resident's rights of possession and, as provided by law, to enter into and retake the said Premises, or any part thereof, either with or without declaring the Term of this Agreement ended, and the said Premises again to repossess and enjoy, as in the first and former estate of the said Management; and to rent the same for such rent, and upon such conditions as Management may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs. All Rent, Additional Rent and other charges and costs that Resident is responsible for, for the remainder of the Term, will be accelerated automatically ("Accelerated Rent") without notice or demand (before or after acceleration) and will be immediately due and payable. Resident shall be liable for immediate payment of such Accelerated Rent, whether or not Management has elected to terminate this Agreement. Management will exercise reasonable and prudent diligence to relet the Premises, and will credit subsequent rent actually received against the Resident's liability for Accelerated Rent. If judicial proceedings result in a judgment to be entered against Resident, Management shall be entitled to judgment based upon the foregoing Accelerated Rent, with any

subsequent rents received during the time for which Rent was accelerated to be applied and credited towards such judgment, or if the judgment is previously fully satisfied, then to reimbursement of the Resident. Termination of Resident's possession right and subsequent reletting of the Premises does not release the Resident from liability for the Accelerated Rent and other lease obligations of the Resident. Management may still accept payment of Rent or other sums due after Management has given Resident notice to vacate and after Management has initiated court proceedings for eviction and entry of monetary judgment, and such acceptance does not waive or diminish Management's rights or Resident's obligations and does not constitute a cure by Resident or waiver of Management's rights and claims and Management shall be entitled to initiate and continue with all court proceedings and recover possession of the Premises and sums owing notwithstanding such acceptance of payments.

23.2 Management shall also have, without in any way being obliged to do so, the right to immediately remove any property of Resident and to throw away or otherwise dispose of such property, or store the same at Resident's expense and in Resident's name, which expenses shall be deemed to be Additional Rent, and Resident hereby grants to Management a lien on such property for all amounts due to Management, and it is agreed that Resident hereby waives: (i) any notice of the assertion of such lien; and, (ii) demand for payment; and, (iii) commencement of any judicial action; and, (iv) service of process. Management shall have ninety (90) days from the last date on which any Rent, Additional Rent, cost, or expense payable by Resident (including storage costs) comes due, or the maximum period otherwise provided by law if greater, within which to commence any suit to foreclose such lien. Notwithstanding the foregoing, any property of Resident which remains in the Premises upon the recovery of possession of the Premises by Management, or which is removed by Management hereunder, shall be conclusively deemed abandoned by Resident if it is: (i) placed outside the Premises pursuant to execution of a writ of restitution and is not removed within one (1) hour; or (ii) if stored by Management and Resident has failed to contact Management within thirty (30) days from the date upon which Management gained possession of the Premises, or Resident vacated the Premises, whichever event first occurs, and Management shall be entitled to throw away, sell, or otherwise dispose of such property, without commencement of any court action for lien foreclosure or otherwise, and without notice to Resident. Resident hereby waives any claims or rights of exemption from lien, attachment or collection for any such property, whether such exemption is provided by state or federal law now or hereafter enacted. Resident further releases and waives any claims against Management and Management's agents for loss or damage of whatsoever nature arising in connection with Management's exercise of Management's rights hereunder. Resident acknowledges that: (i) Management has no duty to inventory, store or maintain Resident's personal property, or determine care or condition of such property; (ii) if Management stores any of such property, Management may charge for such storage and no bailment is created by such storage, and Management is immune and released from liability for any loss or damage to such property; and (iii) Management may deal with the property as above described.

These remedies in this paragraph 23 are in addition to all other remedies available to Management. Resident shall, in addition to all other obligations of the Resident for default, pay Management a **Seventy-Five Dollar (\$75.00) fee as Additional Rent** for any notice of default of

this Agreement sent by Management, or any notices or invoices received from any governmental authority due to a violation of any statute, ordinance or rule, or any notice sent from a Homeowner's Association for violations of the covenants.

24. ABANDONMENT: If the Premises are abandoned, it shall be a default by Resident and Management may exercise all remedies for default pursuant to this Agreement and any other available by law or equity. For purposes of this Agreement, Resident acknowledges that the Premises shall be deemed to be conclusively abandoned by Resident in the event any of the following occur:

a. Failure to notify Management that the Resident will be absent for more than two (2) weeks.

b. Failure of Resident to keep all utilities current and turned on (except gas in summer months).

c. Failure of Resident to respond to phone calls by Management or phone service is disconnected, or Resident's phone number is changed without written notice to Management, or lack of timely response to Management within twenty-four (24) hours of written notice left on door of Premises requesting contact with Management when Rent is past due.

d. A physical inspection of the Premises gives the appearance of abandonment, such as, but not limited to, majority of personal property, furniture, or appliances are missing, or food or trash is left out to spoil. Permission is granted for cleaning in the case of spoiled food/trash.

e. A court order is issued requiring any Resident to stay away from the Premises.

f. The Premises are found to be un-secured (i.e. door kicked in). If this occurs, Management will re-secure the Premises, possibly changing the locks, and leave notice of the same. The Resident must contact the Management to get new keys and is responsible for any damage by them attempting to gain access without doing so. This will not be construed as an attempt of Management to deny access.

g. Failure of Resident to contact Management, within seven (7) days of posting by Management on the door of the Premises that Management deems the Premises abandoned, and providing within that time evidence satisfactory to Management that abandonment has not occurred.

In the event of such abandonment, Management may, in addition to all other remedies available, and without necessity of recourse to court proceedings, take possession of the Premises, dispose of all personal property in the Premises as provided in paragraph 23.2, change locks, and take all other action as Management deems needed in the circumstances, all without liability of any kind, and Resident waives and releases all claims whatsoever against Management, its attorneys, advisors, agents, and contractors (collectively "Indemnified Parties") arising from or in connection with the exercise of remedies by Management, and hereby indemnifies, defends, and holds harmless the Indemnified Parties from all claims of Resident and any other person, and for costs

and expenses incurred by Indemnified Parties, including but not limited to, attorney fees and court costs.

If Resident removes or attempts to remove any personal property from the Premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, Management shall have the right, without notice, to obtain an injunction to stop removal as Management may assert a lien interest in the personal belongings of the non-paying Resident.

25. **CROSS DEFAULT:** If Resident has entered into any other agreements concerning Premises and Resident defaults on any provisions of those agreements, then this Agreement shall also be considered in default and, at the option of Management, this Agreement may be voided.

26. **EVICTION:** If Rent has not been paid when due, or other default arises, then Management shall automatically and immediately have the right to assert all legal and contractual remedies to enforce this Agreement and, without limitation to any other remedy, may proceed with action for forcible entry and detainer and have Resident and any other occupants and all possessions evicted and removed from Premises. Whenever, under the terms hereof, Management is entitled to possession of the Premises, Resident will surrender same to Management in as good condition as at present and as may have been improved by Management hereafter, ordinary use and wear excepted, and Resident will remove all of Resident's effects therefrom, and Management may forthwith re-enter Premises and repossess thereof and remove all persons and effects therefrom using such force as necessary without being guilty of forcible entry or detainer, trespass or other tort. Resident is hereby advised that if such action is necessary, a judgment may be rendered against Resident for full damages including Rent, Additional Rent, eviction costs, and any additional costs including attorneys' fees. Resident shall also be responsible for the early termination fees as contained in paragraph 7 of this Agreement. If said costs are not paid as ordered, monies may be collected through garnishment against wages and judgments may be recorded with credit bureaus and may be assigned to a collection agency for collection with said costs of collection being the responsibility of Resident.

27. **FAILURE OF MANAGEMENT TO ACT:** Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation, nor shall any acceptance of a partial payment of Rent be deemed a waiver of Management's right to full amount.

28. **REMEDIES CUMULATIVE/ SEVERABILITY:** All remedies available to Management under this Agreement or by law or equity shall be cumulative, and any default of any provision by Resident shall entitle Management to exercise all remedies for default wherever contained in this Agreement, including without limitation, those contained in paragraph 23. In the event that Resident is in default, or in the event any dispute arises in connection with this Agreement or the Premises, Management shall be entitled to all costs incurred in connection with such default or dispute, including reasonable attorney's fees. In the event a collection agency becomes necessary to collect any accounts due on this Agreement, Resident agrees to pay said commission. If any word, phrase, sentence, clause, section, subsection or provision of this Agreement as applied to any party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same

will in no way affect any other circumstance or the validity or enforceability of any other word, phrase, sentence, clause, section, subsection or provision of this Agreement, and the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial reaffirmation of the invalid provision.

29. **SUBORDINATION:** Resident agrees that this Agreement shall be subordinate to any deed of trust, mortgage, or ground lease that may now exist or which may hereafter encumber the Premises and to any and all advances to be made thereunder, and all renewals, replacements and extensions thereof. Resident shall execute and deliver whatever instruments may be required by Owner's lenders for the above purposes, and if Resident fails to do so within ten (10) days after demand in writing, Resident makes, constitutes and irrevocably appoints Management and Owner as Resident's attorneys-in-fact in Resident's name, place and stead to do so. In the event of the sale or assignment of Owner's interest in the Premises, or in the event of any proceedings brought for the foreclosure of any deed of trust or mortgage encumbering the Premises, Resident shall attorn to the purchaser and recognize such purchaser as Management under this Agreement. Resident consents to Management's and Owner's assignment of rents and of Management's and Owner's interest in this Agreement to a secured lender of Management. Resident further agrees, if requested to do so by Management or Owner, that Resident will give to said lender a copy of any request for performance given by Resident to Management or notice of default given by Resident to Management, and if Management fails to cure such default, Resident will give said lender a 60-day period in which to cure the same. Said period shall begin with the last day on which Management could cure such default before Resident has the right to exercise any remedy by reason of such default. All notices to the lender shall be sent by United States certified mail, return receipt requested, postage prepaid.

30. **MANAGEMENT'S PERMISSION OR CONSENT:** If any provision of this Agreement requires the written permission or consent of Management as a condition to any act of Resident, such written permission or consent may be granted or withheld in the sole discretion of Management and/or may contain such conditions as Management deems appropriate and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Management to Resident may be modified, revoked, or withdrawn by Management at any time, at Management's sole discretion, upon written notice to Resident.

31. **NOTICES:** Any notice required by this Agreement, except as otherwise set forth shall be in writing and shall be deemed to be given if delivered personally or mailed via first class mail.

a. If to Resident, to the Premises or the last known address of Resident;

b. If to Management, to the address as contained in paragraph 3.

32. **ACCURACY AND RESPONSIBILITY:** Management has relied upon the information contained in Resident's application to enter into this Agreement. Resident warrants that their rental application is true, complete and accurate. Such rental application is incorporated herein by reference. Resident agrees that if Resident has falsified any statement in the rental application, Management has the right to terminate this Agreement immediately and further agrees that

Management shall be entitled to retain any damage deposit and any prepaid Rent as fair and just liquidated damages. Resident further agrees in the event Management exercises its option to terminate this Agreement, Resident will vacate and remove all occupants and possessions from the Premises within twenty-four (24) hours of notification by Management. Resident further agrees to indemnify Management and Owner for any damages to Premises including, but not limited to, the cost of making residence suitable for renting to another resident, and waives any right of "set-off" for the damage deposit and prepaid Rent which shall be forfeited as fair and just liquidated damages. It is expressly understood that this Agreement is between Management and each Resident, whom shall always be jointly and severally liable for the performance of every agreement and promise made herein. In the event of default by any one Resident, each and every remaining Resident shall be responsible for timely payment of full Rent and all other provisions of this Agreement.

33. WAIVER AND INDEMNIFICATION: Management and Owner shall not be liable for any damage or injury to Resident or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, INCLUDING, WITHOUT LIMITATION, DAMAGE WHICH IS THE RESULT OF THE NEGLIGENCE OF MANAGEMENT, THE OWNER OR THEIR PRINCIPALS, AGENTS, OR EMPLOYEES. Resident does hereby waive, release, indemnify, and save harmless Owner and Management and their principals, employees, and agents from and against any and all suits, actions, claims, judgments, and expenses of whatever kind and by whomever asserted arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this Agreement or the Resident's use or occupancy of the Premises.

34. VENUE – TRIAL TO COURT – SEVERABILITY: It is expressly agreed that this Agreement is made and entered into in _____ County, Colorado and is governed by and its terms shall be construed under the laws of the State of Colorado. Any action relating to this Agreement may be brought and prosecuted in the courts of the County of _____, State of Colorado, and Resident waives any right or claim of right to elect or require action to be brought or maintained, or venue changed, to any other place. Trial of all issues shall be to a judge and **RESIDENT WAIVES ALL RIGHT TO JURTY TRIAL OF ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.** If any word, phrase, sentence, clause, section, subsection or provision of this Agreement as applied to any party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same will in no way affect any other circumstance or the validity or enforceability of any other word, phrase, sentence, clause, section, subsection or provision of this Agreement, and the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial reaffirmation of the invalid provision.

35. GENDER: All references to Resident herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context of this Agreement may require.

36. ENTIRE AGREEMENT: This Agreement and any attached addendum constitutes the sole and entire Agreement between the parties and no representation, promise, or inducement not included in this Agreement, oral or written, shall be binding upon any party hereto. Attachments are the following: (if checked) Move-in Inspection Report; (if checked) EPA Lead Paint Disclosure; (if checked) EPA Lead Paint Pamphlet; (if checked) Disclosure of Information on Lead-Based Paint and Lead-Based Paint, Asbestos, Mold and Radon Hazards; (if checked) Colorado Mold Disclosure; (if checked) Occupancy Limits Disclosure Statement ; (if checked) Cosigner Addendum; (if checked) Pest Control Addendum; Other:

37. ADDITIONAL PROVISIONS: _____

38. SALE OF PREMISES: In the event of a sale or conveyance by Owner of the Premises, other than a transfer for security purposes only, Management and Owner shall be relieved from and after the date of transfer of all obligations and liabilities accruing thereafter on the part of Management, provided that any damage deposit or other payments or funds in the hands of Management at the time of transfer in which Resident has an interest, shall be delivered to the successor of Management. This Agreement shall not be affected by any such sale and Resident agrees to attorn to the purchaser or assignee.

39. LIMITATION OF MANAGEMENT’S AND OWNER’S LIABILITY: It is specifically understood and agreed, such Agreement being a substantial consideration for the execution of this Agreement by the Management, that in the event of any breach by Management of any of the terms covenants and conditions of this Agreement to be performed by Management the sole remedy of the Resident shall be to terminate this Agreement and to recover the lesser of one month’s Rent or actual damages, and there shall be absolutely no personal liability on the part of Management and Owner of the Premises, their successors, assigns, agents, representatives, or any mortgagee in possession with respect to any of the terms, covenants and conditions of this Agreement and that if Resident, notwithstanding these provisions, obtains any judgment for damages against Management or Owner, then Resident’s sole remedy shall be to look solely to the equity of Management (if any), or Owner as the case may be, in the Premises by the way of judgment lien for the satisfaction of each and every remedy of Resident in the event of any breach by Management of any of the terms covenants and conditions of this Agreement to be performed by Management, or any other claim of any nature of Resident arising in connection with this Agreement or the Premises, such exculpation and limitation of liability to be absolute and without any exception whatsoever. These provisions give Resident no right or claim of any kind to any claim against the Premises, other than by judgment lien after final judgment for an amount as limited above. Resident waives all and any rights to specific performance, injunctive relief, and any other remedy other than as specifically provided by this paragraph.

40. **FORCE MAJEUR:** Whenever a period of time is herein prescribed for the taking of any action by Management, Management shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war or terrorist acts, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Management, and such nonperformance or delay in performance by Management shall not constitute a breach or default by Management under this Agreement nor give rise to any claim against Management for damages or constitute a total or partial eviction, constructive or otherwise.

41. **RECOMMENDATION OF LEGAL AND TAX COUNSEL:** By signing this Agreement, Resident and Management acknowledge that this Agreement has important legal consequences and have to their separate satisfaction consulted with legal and tax or other counsel before signing this Agreement.

42. **NO RECORDING:** Resident shall not record this Agreement, or any memo regarding this Agreement, in the public records of any public office. Any such recording shall, at the option of Management or Owner, render any claim of Resident to the Premises and any obligation of Management or Owner hereunder void and Management shall retain any money payments, including any damage deposit, paid by Resident as Management's sole property and Management and Owner shall have the right to recover damages for such breach. Should Resident violate this provision, Resident shall forthwith execute and deliver to Management a quit claim deed to the Premises naming Owner as Grantee. Management shall, in addition to all other remedies, be entitled to specific performance of this Agreement and entry of appropriate restraining orders and injunctions without the requirement of posting any bond or security, and if any security is required by the Court in connection with such orders, Resident shall pay the premium for any bond posted by Management or Owner. Resident shall also be liable to Management and Owner for all costs and expenses, including attorney fees, incurred by Management due to Resident's violation of this paragraph.

43. **HAZARDOUS MATERIALS AND ILLEGAL SUBSTANCES:** Resident shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Resident shall not keep on the Premises any illegal substances, as determined by local, state or federal law. For purposes of this paragraph, any cannabis plant or product, including any derivatives thereof containing substances illegal under federal law, and any other substance which is illegal under federal law, even if the same is not illegal under state law, shall be deemed an illegal substance. Management may order or perform a methamphetamine test for the Premises at any time, at Management's sole discretion. Resident agrees to pay for any such test. In the event that any test discloses that the Premises have been exposed to methamphetamine, Resident shall be responsible for all damages resulting from methamphetamine exposure to the Premises.

44. **HOMEOWNER ASSOCIATION DUES:** This paragraph does does not apply:

Homeowner association dues and charges related thereto shall be paid by Resident Management, provided that in all cases of a violation by Resident of the covenants or rules and regulations of any association, Resident shall be solely responsible for all such fines, costs, expenses and attorney fees related thereto and shall hold and indemnify and defend and protect Management from the same, including without limitation, Management's attorney fees and costs.

45. CONTACT PERSONS: Each Resident shall provide Management with the names and contact information of persons not occupying the Premises, who are at least 18 years of age, and are authorized to enter the Premises in the event of Resident's death or absence for any reason, and to remove all of Resident's personal property and contents of mailboxes. Resident will update all such information if any change occurs during the Term of this Agreement.

46. BENEFITS OF PROMPT PAYMENT: Paying Rent on time will allow Management to provide favorable reporting to credit bureaus and others seeking references. Failure to timely pay amounts due under this Agreement may be reported to credit rating and reporting entities.

47. BINDING EFFECT: The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. This paragraph does not authorize Resident to make any assignment of this Agreement, or to sublet the Premises, without first having obtained Management's written consent pursuant to the applicable provisions of this Agreement.

48. OWNER: Any reference in this Agreement to Owner is to the Owner of the Premises.

49. TIME OF ESSENCE: Time is of the essence with respect to Resident's payment and performance under this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement effective on the day and year first above written.

_____(signature)
RESIDENT (Print Name): _____
Social Security Number: _____

DATE

_____(signature)
RESIDENT (Print Name): _____
Social Security Number: _____

DATE

MANAGEMENT (Authorized Representative)

DATE

MANAGEMENT (Authorized Representative) _____

DATE _____