**STANDARD REAL ESTATE RENTAL AGREEMENT**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT**

This Agreement made this **\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_**, is between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as “Management” and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as “Resident”. Management rents to Resident, and Resident rents from Management, property located at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_**,

the full legal description of which is the same as recorded with the Clerk of the Superior Court of \_\_\_\_\_\_\_\_\_\_ **County, \_\_\_\_\_\_\_\_\_\_\_\_,** and is made a part hereof by reference (hereinafter referred to as the “Property”), under the following terms and conditions:

**1. TERM:**The initial term of this Agreement shall be for **\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) months** beginning on the **\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_,** and terminating at **12 noon** on the **\_\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_**.

**2. POSSESSION:**Should Management be unable to deliver possession of the Property at the commencement of this Agreement, 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 terminate this Agreement if possession is not delivered within seven (7) days of the start of the term hereof. Resident must report any needed repairs in writing to management as outlined herein and management must be given a reasonable time to conduct any repairs. As long as premises has working toilet, sink and heat Resident may not unreasonably refuse to occupy.

\_\_\_\_\_\_\_ **3.** **RENT:**TheAnnual Rental Rate is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** payable in monthly installments **in advance** without notice or demand of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each, due on the **\_\_\_\_\_\_\_** day of each and every month during the initial or any extended term of this Agreement, and shall be annually adjusted. Unless otherwise notified in writing, the annual rental rate shall increase by ten percent (10%) payable in monthly installments beginning the month following the initial term and adjusting annually thereafter. Rental payments shall be made at the office of Management or such other place as Management may from time to time designate. ***MAILING THE MONTHLY INSTALLMENT PAYMENT BY THE DUE DATE DOES NOT CONSTITUTE PAYMENT. MONTHLY* *PAYMENTS MUST BE RECEIVED at the office of the Management BEFORE 5 O'CLOCK P.M. ON THE DUE DATE of each month to be considered paid.* *Resident herewith agrees any monies received by Management will be applied first to any lost rental discount; second to any outstanding additional rent; third to any unpaid fees or charges, then fourth to any current monthly rent installment payment or monthly rent installment payment to become due. This may result in unpaid rent, which is subject to additional rent charges as contained herein. Cash will not be accepted. Money orders or checks shall be made payable to:***

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

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

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_ **4. EARNED DISCOUNT FOR PROMPT PAYMENT AND MAINTENANCE:**Time is of the essence of this Agreement. If the monthly rent installment payment, and any previous balance due, is received and accepted on or before the \_\_\_\_\_\_day of the month (due date as described above) and Resident complies with the maintenance requirements contained herein, including additional provisions as contain in Rental Discount Program Addendum attached hereto and made a part hereof by reference, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Dollar ($**\_\_\_\_\_\_\_\_**) DISCOUNT** will be credited to the monthly rental installment payment.

\_\_\_\_\_\_\_ **5.** **ADDITIONAL RENT & RETURNED CHECKS:**If Management elects to accept the monthly rental installment payment after the \_\_\_\_\_\_ day of the month, Resident agrees to pay **$\_\_\_\_\_\_\_** for each day after the **\_\_\_\_\_\_** day of the month as additional rent. In the event collection of past due rent must be made by the Management at the Property location, the Resident agrees to pay a **$\_\_\_\_\_\_\_** collection fee as additional rent for each such attempted collection. The additional rent shall continue to accrue at the rate of **$\_\_\_\_\_\_\_** per day until all rents, lost discounts, and any other amounts owing under this Agreement are paid in full. In the event any check given by Resident to Management is returned by the bank unpaid, Resident agrees to pay to Management **$\_\_\_\_\_\_\_** as additional rent, forfeit the rental installment payment discount for that month, and agrees to pay additional rent of **$\_\_\_\_\_\_\_** per day after the **\_\_\_\_\_\_** 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, certified check or money order. In the event more than one check is returned, Resident herewith agrees to pay all future rental installment payments and charges in the form of cashier's check, certified check or money order. If any rental installment payment is accepted after the due date this acceptance shall not alter the terms of this Agreement or any extension thereof.

\_\_\_\_\_\_\_ **6. MOVE-IN FEE:**Resident agrees to pay a non-refundable Move-In fee of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DOLLARS ($**\_\_\_\_\_\_\_\_\_\_\_**)** to Management before taking possession of the property. Upon notice of move out received by management, Resident will be supplied **“Move Out Instructions”** and **“Schedule of Payments and/or Charges”** which states the amount Resident will be paid for cleaning and repairs pursuant to offer by Management upon walk-through inspection to be scheduled by Resident within 30 days prior to move out. This shall not be deemed Extra work but merely cleaning and restoration of damages attributable to the Resident. Payment shall be made within thirty (30) days after all occupants have vacated property as agreed provided:

1. Lease term has expired or agreement has been terminated by both parties; and
2. All monies due Management by Resident have been paid; and
3. Property is not damaged and is left in its original condition, normal wear and tear excepted; and
4. Carpets, walls, floors, appliances, bathroom fixtures and other areas of the house have been cleaned and are ready for the new Resident. Resident shall provide proof that the carpets were professionally cleaned; and professionally treated for ticks, fleas and bed bugs, if detected or if pets were present; and
5. Yard and shrubbery are neatly trimmed and leaves, trash and other debris have been removed from premises; and
6. Written notice to vacate has been given Management at least 60 days prior to vacating; and
7. Resident allows Management to show premises and post sign during 60 day notice period; and
8. Resident has returned all keys to Management; and
9. Resident has given Management his/her forwarding address; and
10. Resident has paid all final bills on all utilities that have been his/her responsibility under this Agreement.

Fees due to Resident from the Schedule of Payments may be applied by Management to satisfy all or part of Resident's obligations, but such act shall not prevent Management from claiming damages in excess of any payment due. Resident agrees to pay Management eighteen percent (18%) per annum on the unpaid balance of any charges for rent, repairs or any other damages sustained by Management under the terms of this Agreement, that are not covered by work performed acceptable to management and that are not paid within seven (7) days after vacating premises. Regardless of amount of fee paid, Resident agrees to perform as outlined herein.

\_\_\_\_\_\_\_ **RESIDENT AGREES THE MOVE-IN FEE IS NOT A SECURITY DEPOSIT AND IS NOT SUBJECT TO STATE LAWS REGARDING SECURITY DEPOSITS. RESIDENT AGREES ANY PREVIOUSLY PAID MOVE-IN FEES MAY NOT BE APPLIED TO ANY RENT OR RENTAL INSTALLMENT PAYMENT.** Resident understands that Management is ***required*** to pursue collection on any expenses created by Resident's non‑compliance with this agreement.

**7. SECURITY DEPOSIT:** Upon execution of this Agreement, Resident agrees to pay to Management a security deposit in the amount of $\_\_\_\_\_\_\_\_\_\_ on or before the beginning date of this Agreement as contained in Paragraph 1 (hereinafter referred to as the "Security Deposit"). Upon any default by Resident, Management shall have the right to apply so much of the Security Deposit as is necessary to cure such default or pay any expenses incurred as a result of such default. Any remaining balance of the Security Deposit shall be returned by Management to Resident within \_\_\_\_ days [a reasonable period of time] after the termination or expiration of this Agreement and vacation of the premises by Resident.

**8. EARLY RELEASE AND/OR RETURN OF PROPERTY; LIQUIDATED DAMAGES:** Resident may be released from the obligation to pay the rents contained herein, ***as of the last day of a rental month,*** before the expiration of the initial term or any extensions thereof by doing the following as liquidated damages to Management:

Resident must notify Management of Moving Day whether term has expired or not. Rent continues until keys are returned to Management, NO exceptions. Any missing or stolen items such as air conditioning units, appliances, etc. are the responsibility of Resident until keys have been returned AND a walk-through inspection is performed by management, plus:

**(a)** Giving Management a minimum of sixty (60) days ***written*** notice, plus

**(b)** Paying all monies due through date of release, plus

**(c)** Paying an amount equal to one month's rent as a release fee, plus

**(d)** Whether Returning Property before or after the rental term it must be returned in a clean, undamaged ready-to-rent condition as follows:

**(i)** Carpets, walls, floors, appliances, bathroom fixtures and other areas of the residential unit have been cleaned and are ready for the new Resident. Resident shall provide proof that the carpets were professionally cleaned and if bed bugs are known about or detected professionally treated for bed bugs until they have been eliminated. If pets were allowed or detected professionally treated for ticks and fleas until eliminated.

**(ii)** Yard and shrubbery are neatly trimmed and leaves, trash and other debris have been removed from premises.

**(iii)** Resident allows Management to show premises and post sign during 60-day notice period.

**(iv)** Resident has returned all keys to Management.

**(v)** Resident has given Management his/her forwarding address.

**(vi)** Resident has paid all final bills on all utilities that have been his/her responsibility under this Agreement. Management shall claim damages for any charges for rent, repairs or any other damages sustained by Management under the terms of this Agreement. These shall be paid within seven (7) days after vacating premises. If not paid as stated herein, Resident agrees to pay Management eighteen percent (18%) per annum.

**9. CONDITION:**Resident accepts Property in its present **"AS-IS"** condition and acknowledges that Resident has received a list of any existing damages to Property, been given the right to inspect same, and has approved said list except as previously specified in writing to Management. Resident acknowledges receipt of a completed **"Move-In Inspection Form"** and accepts the responsibility to review said form within seven (7) days of taking possession, note any additional changes or additions the Resident sees and return a completed, signed copy to Management. Failure to do so shall be Resident's acknowledgment that Property is in perfect condition in every particular and that any damages, including breakage, burns and wear not shown shall be Resident's responsibility and expense.

\_\_\_\_\_\_\_ **10. MAINTENANCE, REPAIRS:**Resident acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Resident shall, at his own expense, and at all times, maintain the premises 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, normal wear and tear excepted. Resident expressly stipulates and agrees that Management is granting a rental discount *in exchange* for Resident's agreeing to perform and bear the expense of, or have performed, minor maintenance and repairs on the dwelling, therefore, Management shall NOT be responsible for maintenance and repairs of the premises during the term of this Agreement or any extensions, unless otherwise provided for herein. If Resident repair responsibilities conflict with any state laws to the contrary, Resident expressly agrees to fully waive and relinquish any protections so provided. Resident shall be responsible for damages caused by his negligence and that of his family or invitees and guests. 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 Property and are available for the use of Resident. Should Resident fail to do so, Management, after attempting to notify Resident, 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.

**11. APPLIANCES:**All appliances of any kind including, but not limited to, refrigerator, stove, dishwasher, microwave oven, clothes washer, clothes dryer, and window air conditioners are specifically excluded from this Agreement. Such appliances, if present, remain as a convenience to Resident and Management assumes no responsibility for their operation. No part of the monthly rent is attributable to them. Resident shall return any appliance on premises at the signing of this Agreement upon move-out in the same working condition as at the signing of this Agreement or repair/replacement shall be due from Resident.

**12. ALTERATIONS:**Resident shall not make, or allow to be made, any alterations, installations, attachments, repairs or redecoration of any kind to the Property 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 Property, shall become the property of Management upon the termination of this Agreement. This includes, but is not limited to, ceiling fans, mini blinds, curtain rods, carpeting, fencing, lighting fixtures, trees, shrubs, flowers, etc. Removal of these items shall be considered theft subject to civil and criminal prosecution.

\_\_\_\_\_\_\_ **13. USE:** The Property shall be used for Residential purposes only and shall be occupied by the **undersigned \_\_\_\_# adults and their \_\_\_\_# children as named in the original application to rent and below, *only***. Occupancy by guests staying over 14 days will be considered in violation of this agreement and additional monthly rent of **$100.00** per person shall be due, chargeable from the beginning date of this Agreement, unless prior written consent is given by Management. The Property 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 Property or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with neighbors. Resident shall be responsible and fully liable for the conduct of his/her guests. Acts of guests in violation of this Agreement or Management's rules and regulations may be deemed by Management to be a breach by Resident. Only the Occupants named herein are authorized to reside in the Property. The Occupants shall be (names): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**; and **No Others**.

\_\_\_\_\_\_\_ **14. SMOKE DETECTORS:** Resident acknowledges the presence of **\_\_\_#** working smoke detector(s) in the premises, and agrees to test the detector(s) weekly for proper operation, and further agrees to replace any batteries (if so equipped) when necessary. Resident further acknowledges that he/she understands how to test and operate the smoke detector in this Property. Resident also agrees to repair or replace any inoperative smoke detector immediately should it fail to operate properly during any test.

\_\_\_\_\_\_\_ **15. RULES AND REGULATIONS:**

1. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE:** Resident agrees to keep the Property in a clean and sanitary condition, and to remove any trash or rubbish as it accumulates.
2. **Locks:** Resident is prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Property without written permission of Management. If the addition or changing of such lock is permitted, it is mandatory that Resident shall immediately provide Management with keys to such locks or be responsible for the cost of re-keying the entire property at a cost of not less than $150.
3. **Burglar Alarms:** Resident is prohibited from installing a burglar alarm, changing or in any way altering any existing burglar alarm installed on the Property without prior 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 must pay any monitoring, false alarm and/or trip charges or fees. Resident agrees that Management is not liable for any unauthorized entry into dwelling of any kind whatsoever.

**\_\_\_\_\_\_\_ (d) Utilities / Homeowners Association / Additional Rent Due:** Resident is responsible for payment of all utilities; even if the bills remain in Management's name. Resident may receive periodic additional charges/invoices which are charged as additional rent and are made a part hereof by reference. This may include, but is not limited to, homeowner association fees/dues; city/county and/or separately billed sanitation fees (charges billed on a single bill may be separated and billed on a prorated proportionate basis) and may include water, sewer, sanitation/garbage collection, cable TV, internet access fees, security cameras and/or monitoring, local telephone service, electricity, gas, homeowners association fees/dues and any other common charges. Said added additional rent is due on the next rent due date after Resident receives an invoice from Management. These variable additional charges are in addition to the rental amount shown in paragraph 3 of this Agreement. Failure to pay said invoice on the next rent due date shall result in a default as contained in paragraph 24 of this Agreement. Any installation costs are the responsibility of Resident. Any wall jacks, telephone, cable or satellite installation must be approved by Management and shall remain with the Property. Resident is responsible to keep all utilities supplied to property actively working and should any damages to Property result due to being disconnected Resident shall be responsible for any and all necessary repairs resulting therefrom.

1. **Telephones:** Resident shall obtain a telephone and must supply Management with home, cell and work telephone numbers immediately and agrees to immediately notify Management of any change of numbers during the term of this Agreement.
2. **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 Property and shall remain with the property upon moving.
3. **Pest Control:** Resident agrees to provide pest control as needed. Any infestation shall constitute a default of this Agreement. Should Management decide that outside Pest Control Services be hired, Resident is responsible for the cost.
4. **Furnace Maintenance:** Resident shall change furnace filter(s) monthly during the heating/cooling season to maintain safety, maintain the equipment, save on utilities and for cleanliness of the property.
5. **Smoke Alarm:** Resident shall keep smoke alarm(s) and fire extinguisher (if provided) in working order including replacing the battery as needed. Resident accepts any liability associated with the use and upkeep of all such devices and understands how to install batteries, and understands how to test it and agrees to test same.
6. **Kerosene Heaters and Appliances:** Resident agrees not to use any form of Kerosene space heater in the dwelling.
7. **Storage:** No goods or materials of any kind or description, which are combustible or would increase fire risk, shall be stored on the Property. Any storage shall be at Resident's risk and expense, Management shall not be responsible for any loss or damage.
8. **Water Beds:** Resident shall not have or keep any waterbed in the dwelling without prior written permission of Management. A condition of approval is a waterbed insurance policy paid by Resident with Management listed as loss payee.
9. **Vehicles:** Vehicles shall **NOT** be parked on lawn at any time. Non-operative vehicles are not permitted on Property. Management, at the expense of Resident, may remove any such non-operative vehicle for storage for public or private sale, at Management's option, and Resident shall have no right of recourse against Management thereafter. No leaking oil vehicles allowed.
10. **Yard Care:** Resident will be responsible for snow removal, 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.
11. **Gutters:** Resident shall have gutters cleaned each fall or as needed on single-family and small multi-family properties.
12. **Drains:** No grease, oil, sanitary products, disposable wipes, or paper towels, or any other foreign objects of any kind shall be discarded down ANY sink or toilet. This is bad for pipes, sewer lines, and septic tanks. If a plumbing back-up occurs and the cause is found to be grease, oil, sanitary products, disposable wipes, paper towels or any other foreign objects of any kind; Resident shall be responsible for all costs of any required clean out and damage repairs.
13. **Septic/Toilets:** If residence has septic tank, Resident shall not abuse system; do not deposit tobacco, coffee grounds or unnecessary food or other wastes or materials, including diapers and sanitary napkins, down sinks or commodes. Resident shall regularly add septic tank treatment, available at home supply stores, to the system to keep it operating properly and efficiently. Resident is prohibited from adding a garbage disposal to any house with a septic system. Resident shall be responsible for costs of repairs.
14. **Shower Rods/Screens:** Resident shall supply their own Shower Rods if not present. Management only supplies window screens when central air conditioning is not supplied. Resident may add at their expense.
15. **Basements:** Management in no way warrants any basement against any leakage of any kind at any time.
16. **Noise/Quiet Enjoyment:** Your neighbors deserve quiet enjoyment of their property. Residents are required to maintain quiet especially between the hours of 10:00 PM and 8:00 AM.

\_\_\_\_\_\_\_ **16. PETS:** No pets, birds, fish, or other animals of any kind, permanent or visiting, indoor or outdoor, shall be permitted on the property 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 may not be included in paragraph 3 above). 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 property 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 beginning date of this Agreement, shall be paid immediately to Management. Any breeds considered by insurance company as known vicious such as Pit Bulls, American Bull Dog, Rottweiler, German Shepherd, etc. must be disclosed. Management shall submit for approval to its insurance and should added coverage be required this shall be paid by Resident. **Any pet(s) must also be added to Resident's Renter's Insurance Policy and such insurance policy MUST be provided to Management. Failure to do so may result in dispossessory action being taken against Resident as Resident would be in default of Paragraph 18 of this Rental Agreement.** Should either Management’s or Resident’s insurance decline to insure, the animal(s) are not permitted on property. ***Only*** the pets listed herein are authorized on premises ***[name(s), description(s) and photo(s) required]***:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_ **17. 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. Resident is responsible for any theft of Management’s property. Management shall not be responsible or liable for any injury, loss or damage to any person or property of Resident or any other person.

\_\_\_\_\_\_\_ **18. RENTERS INSURANCE:**Resident agrees to purchase comprehensive 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 of loss due to or caused by 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 Property. Said policy shall include liability coverage of $300,000.00 minimum and shall name management as an “Additional Insured” in the policy. **Management MUST be provided a copy of Renter's Insurance Policy naming Management as co-insured. Policy must be paid in full for one full year and such proof of payment provided with copy of policy. Failure to do so may be considered as a default of this Rental Agreement which may result in dispossessory action being taken against Resident if Resident does not cure such default. Failure of Management to obtain its copy does not relieve Resident of their obligation to obtain this insurance policy.**

\_\_\_\_\_\_\_ **19. LEAD AND/OR ASBESTOS AND/OR RADON CONTAINING MATERIALS:**If Property was constructed prior to 1978 it may contain lead and/or asbestos containing materials. This shall serve as constructive notice that this Property was constructed in approximately **\_\_\_\_\_\_\_**. Resident may have Property tested for lead and/or asbestos levels prior to occupancy. Should Resident determine that the levels of lead or asbestos or Radon are unacceptable to Resident, Resident may void this Agreement prior to taking possession of Property, but not later than three (3) days after entering into this Agreement with Management, by providing a copy of the certified inspectors report. Resident herewith acknowledges receipt 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.

**20. NO ASSIGNMENT OR SUBLETTING:**Continued occupancy of the premises is a requirement. Resident may not sub-let Property or assign this Agreement without the prior written consent of Management. Any subletting, if granted, shall not release Resident from their obligations outlined herein. Removal of any name from the Rental Agreement requires a new application, fees and approval of remaining Residents prior to any removal.

**21. FIRE:**If the Property is made uninhabitable by fire or other casualty, not the fault of Resident, this Agreement shall be voidable by either party.

\_\_\_\_\_\_\_ **22. HOLDING OVER:**Should the Resident hold over occupancy of the Property after expiration of the term of this Agreement, without a written extension, 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, and Rental Rate shall be due at a rate 50% higher than the monthly installment payment as contained in Paragraph 3 hereinabove. There shall be no renewal of this Agreement by operation of law. Management retains the right to obtain return of property through legal action with the Resident being liable for this increased rate and all other fees and charges as contained herein.

\_\_\_\_\_\_\_ **23. RIGHT OF ACCESS:**Management may enter the Property 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, Management may enter at any time. During the last sixty (60) days of occupancy, or upon notification of intent to vacate, Management may place a sign on the Property and/or may install a lock-box and show the Property during reasonable hours. Management will attempt to notify Resident, but has no obligation to do so.

**24. DEFAULT BY RESIDENT / UCC-1 LIEN:**Should Resident fail to pay any rent or other charges as and when due hereunder, or if Resident abandons the property or fails to perform any of its obligations hereunder, Management, at its option, may terminate all rights of Resident hereunder, unless Resident, within 24 hours after notice thereof, shall cure such default. Resident agrees that all personal property at the Property is hereby subject to a lien in favor of Management to secure payment of all sums due hereunder, to the maximum extent under Uniform Commercial Code (UCC) law. Resident herewith agrees to a UCC-1 lien in favor of Management for any fees, payments and/or damages due and further agrees to cooperate with any actions of law enforcement or Management to enforce said UCC-1 lien. Upon the adjudication of Resident in Bankruptcy Resident agrees that Management is a secured creditor. All rents to accrue on any date following the filing of Bankruptcy shall be due and payable on the due date as outlined herein. If any facts contained in Resident's application are untrue or misleading, then, upon the happening of any of said events, Resident shall be in default hereunder and Management may, at its option, immediately terminate this Agreement by written notice to Resident. In the event of a default by Resident, Management may elect to **(i)** continue this Agreement and enforce all of Management's rights and remedies hereunder, including the right to recover the rent as it comes due, or **(ii)** at any time, terminate all of Resident's rights hereunder and recover from Resident all damages Management may incur by reason of the breach of this Agreement, including the cost of recovering the Property, and including the worth at the time of termination, or at the time of an award should a suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Resident proves could be reasonably avoided.

\_\_\_\_\_\_\_ **25. ABANDONMENT:**Anytime the Property is left unoccupied for more than seven (7) days while rent remains unpaid and without notice to Management, Management may consider the Property and any contents abandoned. Management may, at its option, declare this Agreement forfeited and re-rent said premises without any liability whatsoever. Without appropriate notice, Resident shall be obligated to pay Management based on the balance of this Agreement, or the early termination requirement, whichever is greater. 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 have law enforcement stop removal as Management has an attachment interest in the personal belongings of the non-paying Resident to satisfy the Resident’s debt. Management shall also have the right to remove, store or dispose of any of Resident's personal property remaining on the premises after the termination of this agreement. Any such personal property shall be considered Management's property, and title thereto shall vest in Management.

**26. CROSS DEFAULT:**If Resident has entered into any other agreements concerning Property 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.

**27. EVICTION:**If rent has not been paid when due, 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 take appropriate legal action under State Law and have Resident and any other occupants evicted and removed from Property. Personal property will be retained by Management under the terms of the UCC-1 Financing Statement towards satisfaction of the Residents debt due to Management. Should Resident answer said Legal action to the court, Resident hereby agrees to pay into the registry of the trial court all monies contained on said court eviction proceeding plus all rents due through the court date. Whenever, under the terms hereof, Management is entitled to possession of the Property, Resident will surrender same to Management in as good condition as at present, ordinary use and wear excepted, and Resident will leave all of Resident's effects in the property, and Management may forthwith re-enter Property and repossess thereof and remove all persons and effects there from using such force as necessary without being guilty of forcible entry or detainer, trespass or other tort. Resident is hereby advised that if any such court action is necessary an Eviction Filing Fee of $\_\_\_\_\_\_\_, which includes court costs, shall be assessed as Additional Rent as contained in paragraph 5 of this Agreement, and a judgment shall be rendered against Resident for full damages including any rent due, additional eviction costs plus any additional costs. Resident shall also be responsible for the early termination fees as contained in paragraph 8 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 added costs of collection being the responsibility of Resident.

**28. 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 nor shall it suspend any fees and additional rent called for in this agreement.

**29. REMEDIES CUMULATIVE:**All remedies under this Agreement or by law or equity shall be cumulative. In the event that either Management or Resident brings legal action to enforce the terms hereof or relating to the rental Property, the prevailing party shall be entitled to all costs incurred in connection with such action 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 term or provision of this Agreement or application thereof to any person shall be held invalid or unenforceable, the remainder of this Agreement shall be in full force and effect as if the invalid or unenforceable provision was not present.

**30. NO ESTATE IN LAND:**This Agreement shall create the relationship of landlord and tenant between Management and Resident; no estate shall pass out of Management; Resident has only a usufruct and not an estate for years.

**31. MORTGAGEE'S RIGHTS:**Resident's rights under this Agreement shall be subject to any bona fide mortgage or deed to secure debt or deed of trust, which is now or shall hereafter be placed on Property.

**32. 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.

**33. 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 Property or the last known address of Resident;

**(b)** If to Management, to the address as contained in Paragraph 3 or any change as notified.

**34. 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. Resident agrees that if he/she has falsified any statement in the rental application, Management has the right to terminate this Rental Agreement immediately and further agrees that Management shall be entitled to retain any move-in fee and any prepaid rents as fair and just liquidated damages. Resident further agrees in the event Management exercises its option to terminate this Rental Agreement, he/she will remove him/herself, family and possessions from the Property within 24 hours of notification by Management. Resident further agrees to indemnify Management for any damages to Property 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 move-in fee and prepaid rents 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.

**35. INDEMNIFICATION:**Management shall not be liable for any damage or injury to Resident, or any other person, or to any property, occurring on the Property or any part thereof or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Management. Resident does hereby indemnify, release, and save harmless Management and Management agents from and against any and all suits, actions, claims, judgments, and expenses 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 use of this Property and premises.

**36. GOVERNING LAW:**This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with applicable state law in the State of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. Any and all claims, controversies or disputes arising out of or relating to this Agreement, or the breach thereof, which remain unresolved after direct negotiations between the Parties, shall first be submitted to confidential mediation in accordance with the rules, procedures, and protocols for mediation of disputes of applicable state law then in effect. If any issues, claims or disputes remain unresolved after mediation concludes, the Parties agree to submit any such issues to binding arbitration before one/three arbitrator(s) in accordance with the rules, procedures, and protocols for arbitration of disputes of applicable state law then in effect. The parties further agree that the award of the arbitrator(s) is binding upon the Parties, that all expenses of such mediation and arbitration shall be borne by the losing Party and that any judgment upon the award rendered may be entered into any court of competent jurisdiction.

**37. SEVERABILITY:**In the event that any part of this Agreement is construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though the unenforceable part or parts were not written into this Agreement.

**38. 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.

**39. 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: ***Move-in Inspection Report***; EPA ***Disclosure of Information on Lead-Based Paint***; EPA ***Protect Your Family from Lead in Your Home*** Pamphlet;
Other: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**40. SPECIAL STIPULATIONS:**The following stipulations shall control in the event of conflict with any of the foregoing:

1. **RENT FOR THE PERIOD OF \_\_\_\_\_\_\_\_\_\_\_\_ TO \_\_\_\_\_\_\_\_\_\_\_ SHALL BE A PRORATED RENT OF $\_\_\_\_\_\_\_\_\_. IF PAID BY 5 PM ON \_\_\_\_\_\_\_\_\_\_ THEN PAYMENT DUE IS $\_\_\_\_\_\_\_\_.**
2. **Resident specifically agrees that should it be necessary for Management to pursue a court action to regain its Property then $\_\_\_\_\_\_\_ which includes court costs shall be charged and added as additional rent to the amount being sought in court.**
3. **Maintenance Warranty Rental Discount Program Addendum**
4. **Path To Home Ownership® Membership Program Addendum**

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year above written. If all the Residents named herein and/or on rental application do not sign this Agreement, the one(s) signing warrants that he or she has the authority and is acting as agent to sign for the other.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESIDENT: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** DATE Social Security Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESIDENT: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** DATE Social Security Number

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

MANAGEMENT (Authorized Representative): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT**

**If not fully understood, please seek the advice of an attorney before signing.**