

Not a Release. The following charge is not a Lease Contract cancellation fee or deposit fee. It is a fixed amount covering only part of our charges that by our own effort, and expense including and exceeding a replacement. These charges are incurred and difficult to incur, particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and location services fees. You agree that the following charge is a reasonable estimate of such damages and that the charge is due whether or not our relating attempt succeed. If no amount is stipulated, you must pay our actual relating costs as they are determined. The following charge does not release you from continued liability for future or past due rent charges for cleaning, repairing, repainting, or unrepaired keys or other items that.

18. DAMAGES AND REIMBURSEMENT. You must promptly reimburse us for any damage, government fine, or cost of repair or service in the apartment community due to a violation of the Lease Contract or other lease agreement, or damage to the apartment caused by you or your invitee, guest, or occupant. Before the damage or reimbursement appears to you in a bill, you must pay the full amount of the damage or reimbursement (including reasonable attorney's fees and costs) to us within 15 days of the date of the bill. We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver.

19. REMOVAL AFTER ABANDONMENT. We or law officers may remove and/or store all property remaining in the apartment or its common areas (including any vehicles you or any occupant or guest own or use) if you abandon the apartment (see definition in paragraph 14) for this purpose, "apartment" includes common areas and includes interior living areas and all space within, including enclosed garages and balconies for your exclusive use. Any property of yours remaining in or on the premises after you abandon the premises may be removed or disposed of without liability.

20. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increase or Lease Contract changes are allowed except the initial Lease Contract limit only, except for changes allowed by any special provisions in paragraph 10, by a written addendum or modification typed by you and us, or by noticeable changes of apartment rules.

allowed under paragraph 10. If at least 5 days before the advance notice period referred to in paragraph 4, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, the Lease Contract will automatically continue month-to-month with the increased rent of Lease Contract charges. The new extended Lease Contract will begin on the date stated in the notice (whether or not you, (signature) unless you give us written notice of our notice under paragraph 4.

21. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repair, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) adjustment of final on a daily basis during delay, and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for finishing or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that occupancy delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The termination date is considered the date (which) first as set forth in Paragraph 3 for all purposes. This new date may not be varied to an earlier date unless we and you agree.

22. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

23. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including restrictions for use of our property. Our rules are considered part of the Lease Contract. We may make reasonable changes to restrictions, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change the standards on page 1 of the Lease Contract.

24. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean, trash must be disposed of as set forth in appropriate receptacles in accordance with local ordinances. Pets/animals may be used only for cats or dogs. Any swimming pool, spa, hot tub, laundry, gym, exercise room, storehouse, laundry room, and storage areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not advertise in the apartment community, use streets or use vehicles to advertise without our prior written approval on business or conduct or other business or commercial. Goodkeeping any kind of business (including child care services) in your apartment or in the apartment community is prohibited except that any lawful business developed at home by computer, mail, or telephone is permissible if conducted within limits of other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of pools, hot tubs, and beaches; (2) the conduct of financial matters and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating the Lease Contract or any apartment rules or disturbing other residents, neighbors, visitors, or owners representatives. We may also exclude from any common area or common area a person who refuses to show proper identification or refuses to identify himself or herself at a resident, occupant, or guest of a specific unit in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a weapons substance, violence to another person or destruction of property. You also agree to notify us if you or any occupants require a law officer in any way. Information of criminal convictions or sex offender registry does not violate our rights over you.

25. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities involving a kind of offensive manner, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our guests and employees) who use the apartment community: disrupting our business operations; intimidating, harassing, poisoning, with intent to injure, or otherwise causing a controlled substance or drug paraphernalia; engaging in or threatening violence; possession of weapons prohibited by law; this disturbing a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area; in any way that may harm others; anything in nature having any application or relation with violence or harassment; anything having a substantial potential for harm to the apartment community; or leaving our reputation by making bad faith allegations against us to others.

26. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorcycles may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles

stored under an appropriate vehicle. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable or
- (2) is on public ways or for whom (a) parking or
- (3) has no current license or no current inspection sticker or
- (4) takes up more than one parking space or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment or
- (6) is parked in a marked handicapped space without the legally required handicap insignia or
- (7) is parked in a space marked for manager, staff, or guest at the office or
- (8) blocks another vehicle from entering or
- (9) is parked in a fire lane or designated "no parking" area or
- (10) is parked in a space marked for other residents or utility or
- (11) is parked on the grass, sidewalk, or patio or
- (12) blocks garbage trucks from access to a dumpster.

27. RELEASE OF RESIDENT. When you're entitled to terminate the Lease Contract under paragraph 4, 15, 22, 30, or 33, you must be released from the Lease Contract for any reason including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, discharge, separation, divorce, reevaluation, loss of residence, loss of employment or bed health.

28. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if:

- (1) you are (a) a member of the U.S. Armed Forces or reserves on active duty or (b) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you are either (a) given change-of-station orders to permanently depart the local area, (b) employed with a military unit for 90 days or more, (c) given temporary duty orders in excess of ninety days duration assigning you to a location at least thirty-five miles from the leased residence, or (d) retired or released from active duty.

If you qualify to terminate the Lease Contract under this clause, you may do so by providing us with written notice that you are terminating on a specific date not less than fifteen days from the date of notice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter from your commanding officer confirming the orders. The final lease payment due under the terminated lease shall be provided by the effective date of termination and shall be payable at such time as would have otherwise been required by the terms of the lease. Military permission for base housing doesn't constitute a permanent change-of-station order. After your notice and, we'll return your security deposit less lawful deductions. If you or any co-tenant are a dependent of a servicemember covered by the U.S. Servicemember Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is actually affected by status of the servicemember's military service. A co-tenant who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing the Lease Contract that (1) you do not already have deployment or change-of-station orders (2) you will not

be coming from the military during the Lease Contract term and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless locking devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines with Lease Contract.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunctions to us. Whether you or others may disable smoke detectors, or fail to replace a dead battery, or report malfunctions to us, you will be liable to us and others for any loss, damage, or financial loss for smoke or carbon.

Careless Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to fire, smoke, rain, flood, water and pipe leaks, fire, ice, snow, lightning, wind, explosion, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, snow, or frost but may remove any amount with or without notice. Unless we instruct otherwise, you must for 24 hours a day during freezing weather: (1) keep the apartment heated to at least 60 degrees; (2) keep cabinet and closet doors open and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you seek our representative to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. If 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspicious criminal activity, or other emergency involving residents here. You should then contact our representative. You won't limit any of our liability or duties as an agent of public utility of security, or as a government agent acting in its capacity as a crime. Unless otherwise provided by law, we're not liable to you or any guest or occupant for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other means of security unless required by statute. We're not responsible for obtaining criminal history checks on any resident, occupant, guest, or contractor in the apartment community. If you or any occupant or guest is arrested by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an inventory and Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects of damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not allowing or allowing the common areas. Unless authorized by statute or by us in writing, you must not perform any repair, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or patches are allowed inside or outside the apartment, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in corners of wood-paneled walls, unless our rules state otherwise. No water fixtures, washing machines, additional phones or TV sets, coffee makers, alarm systems, or lock changes, alterations of existing or painted walls, or anything allowed or we've mentioned in writing. You may have a satellite dish or antenna provided you also use satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to rent, damage, or remove our property, including alarm systems, smoke detectors, firebells, telephone and cable TV wiring, antennas, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including outdoor fixtures installed from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and voltage. Your improvements to the apartment (whether or not we consent) become our property and we agree otherwise in writing.

25. ACQUISITION, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT FEELS YOU NEED A NOTICE OR REQUEST FOR REPAIRS, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS, PLEASE SIGN, AND, BY WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, water leaks,

bursting water, electrical shorts, or other in progress). Our written notice of your request does not constitute a written request from you.

Our complying with or responding to any oral request regarding security or fire-related matters doesn't imply the third requirement set forth in this Lease Contract. You must promptly notify us in writing of water leaks, electrical problems, malfunctioning light, power or utility boxes or meters, and other conditions that pose a hazard to property, health, or safety. We may change the third party here or equipment serving the apartment if the service does reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. All coordinating problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and recommendations. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial or the performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund pre-paid rent and all deposits, less lawful deductions.

26. ANIMALS. No animals (including animals, reptiles, birds, fish, snakes, and insects) are allowed, even if properly contained in the apartment or apartment community unless they be specifically allowed in writing. If you allow an animal, you must sign a separate animal addendum, which may require additional deposits, rent, fees or other charges. No animal deposit will be required of authorized support animals. We will still require a support animal for a disabled (handicapped) person. You must transfer an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates rental restrictions (with or without your knowledge), you'll be subject to charges, fines, penalties, evictions, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for cleaning, deodorizing, and disinfecting. Initial and daily administrative charges and administrative charges are liquidated damages for our time, inconvenience, and expenses (except for attorney's fees and litigation costs) in enforcing rental restrictions and rules. We may enforce an unauthorized animal by following the procedure of paragraph 11 and the Animal Addendum.

27. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairs, servicing, maintenance, or other purposes listed in (c) below may peacefully enter the apartment at reasonable times for the purposes listed in (c) below, if necessary in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or mail key (or by breaking a window or other means when necessary) if:

(1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry and

(2) entry is for responding to your request making repairs or improvements, eliminating hazards or maintaining code, performing pest control, doing preventive maintenance, changing filters, testing or replacing smoke detectors, batteries, relieving unbalanced doors, equipment, or appliances, preventing waste of utilities, testing notices, delivering, installing, reconfiguring, or replacing appliances, furniture, equipment, or security devices, removing or installing authorized security devices, removing unauthorized window coverings, stopping excessive noise, removing health or safety hazards (including hazardous materials), or items prohibited under any rules governing pet animals if you obviously or directly discovered interfering property owned or leased by tenant, resident, or occupant, or when immediate danger to person or property is reasonably suspected allowing persons to enter as you authorized in your rental application if you are the landlord, risk allowing entry by a law officer with a search or arrest warrant, or when purely necessary to prevent or remove persons from move-out or vacate notice has been given or showing the apartment to government inspectors, for monthly, triennial, apartment, maintenance, prospective buyers, or insurance agents.

28. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including this notice) to any resident constitute notice to all residents and occupants. Notices and requests (even any written) to occupant (including notices of Lease Contract termination, repair requests, and early termination) constitute notices from all residents. In criterion rules, each resident is considered the agent of all other residents in the apartment for service of process. Security deposits refunds may be by one check jointly payable to all residents; the check and any deduction limitations may be mailed to one resident only.

Replacements

29. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If depending on marketing residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

(1) a marketing charge will be paid

(2) an administrative (copy) charge fee will be due, and a rekeying fee will be due if rekeying is required or requested; and

(3) you will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedure for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident may sign this Lease Contract with or without a decrease in the total security deposit; (2) the existing and replacement residents must sign an addendum to this Lease Contract, unless we agree otherwise in writing; your security

deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy of a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing. Even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

20. RESPONSIBILITIES OF OWNER. We act with ordinary diligence

- (1) keep common areas reasonably clean, subject to paragraph 21;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fire hazard; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and reclaim your deposit under state statute by following this procedure:

- (a) you must make a written request for repair or remedy of the condition, and all requests must be correct in the facts;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract within the repair or remedy time; and
- (d) if repairs haven't been made within 7 days, you may terminate this Lease Contract and exercise other statutory remedies, security deposits, and penalties will be returned as required by law.

31. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe within due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or when agreed or consented to; (3) you violate the apartment (a) you give (invented or false) notice in a rental application (b) you or any occupant is arrested, convicted, or given delinquent adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, narcotic, or drug paraphernalia as defined; (c) any illegal drug or paraphernalia is found in your apartment; (d) you or any occupant, friend, family, partner, or spouse is employed by a utility company or the government or (e) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 19.

Eviction. If you default for non-payment of rent or rent or rent that you owe, we may end your right of occupancy by giving you a written notice to vacate. Notices may be by (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any

resident; (4) personal delivery to the apartment to any occupant at least 15 years old; or (5) affixing the notice to the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due, but the acceptance doesn't waive our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to demand past or future rent or other sums or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the Lease Contract term or rental period will be accelerated automatically without notice or demand (before or after termination) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or the end of written notice (by you or any occupant) of intent to move out before the Lease Contract term or rental period ends; and (2) you've not paid all rent for the entire Lease Contract term or rental period. Such conduct is considered a default for which we need not give you notice. Renting real estate will be accelerated if you're judicially evicted or move out when we demand because you're in default. Acceleration is subject to our mitigation obligations below.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amount stated to be owed discounts in paragraph 11, in addition to any sums due. Upon your default, we have all other legal remedies, including Lease Contract termination. Unless a party is acting in good faith, punitive, actual, or personal injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for all rent, inconvenience, and overhead in collecting the rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded monthly. You must pay all collection agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise ordinary diligence to rent and substitute damages. We'll credit the substitute findings we actually receive from substitute tenants against your liability for past-due and future rent and other sums due.

General Clauses

32. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the only agreement between you and us. Our representatives (including independent contractors, employees, and agents) have no authority to make, amend, or terminate this Lease Contract or any part of it, unless in writing, unless authorized to make promises, representations, or agreements that have the same legal effect as oral promises, representations, or agreements. No action or collection of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or delayed enforcing violations does not constitute, in itself, a waiver, release, or other right to a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our manager constitutes notice to or from us. Any notice giving a notice under this Lease Contract should refer to a copy of the contract, letter, or the last was given. This agreement is binding. All notices must be signed. Notices may be given by mail.

Executing our remedy won't constitute a plea to us or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is responsible for any of our contracts, liability, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Notices are served either on the custodian of RENT or any agent (including the Lease Contract). All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our responsibility and liability apply to our employees, agents, and independent contractors. This Lease Contract is enforceable or superior in binding and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If you directly or indirectly interrupt, you must use only battery-operated lighting.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on this contract shall be held in the Lease Contract shall be a jury trial.

33. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent payments of amounts on terms or money orders and regardless of when the obligations arise. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

34. **ASSOCIATION MEMBERSHIP.** We represent that either (1) we or (2) the management company that represents us or (3) any tenant service will proceed you for us, in the case of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (rental-holding) associations for the area where the dwelling is located. The member is either an owner/management company member or an apartment resident doing business as a broker service (which name and address is disclosed at the end of this Lease Contract). If not, this Lease Contract is, at your option, voidable and unenforceable by us (except for property damages); and we may not receive past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in the above associations has lapsed; and (2) neither the owner nor the management company is a member of such associations at the time of the third automatic renewal.

Security Guidelines for Residents

11. SECURITY GUIDELINES. We would like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY-WHILE INSIDE YOUR APARTMENT

- 1. Lock your doors and windows even while you're inside.
2. Engage the keyless deadbolt on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone...
5. Don't put your name, address, or phone number on your key tag.
6. If you're concerned because you've lost your key or because someone you know has a key, ask the management to rekey the lock. You have a right to have the door rekeyed as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities and then call the management.
8. Check your smoke detectors monthly to make sure it is working properly and the batteries are still okay.
9. Check your door locks, window locks, and other devices regularly to be sure they are working properly.
10. If your doors or windows are somewhere due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management-in writing, dated and signed-any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management-in writing, dated and signed-any malfunctions of other safety devices outside your apartment, such as carbon gas leaks, fire-alarm pull boxes in hallway and parking lot, broken passageway, broken railings, etc.
13. Close shades, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY-WHILE OUTSIDE YOUR APARTMENT

- 15. Lock your doors while you're gone. Lock any door handle key,

keyed deadbolt lock, sliding door pin lock, sliding door handle lock, and sliding door bar that you own.

- 16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse when you're going and when you'll be back.
19. Don't walk bare at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp shades when you go out in the evening or go away on vacation. They can be pushed at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment while the management cannot insure that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY-WHILE USING YOUR CAR

- 26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or papers.
28. Don't have your keys in the car.
29. Carry your key tag in your hand wherever you are walking to your car-whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lit area. If possible, try to park your car in an enclosed parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when shopping at gas stations or automatic-teller machines at night or at night when you suspect danger.

PERSONAL SECURITY-AWARENESS

No security system is foolproof. Even the best system can't prevent crime. Always act as if security systems don't exist since they can subject to robbery, burglary, and vehicle crime. We display any repairs or replaced components of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

14. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written notice of your move-out date. Your move-out notice will not release you from liability for the full term of the Lease Contract or financial items. You will still be liable for the entire Lease Contract term if you move out early (paragraph 21) except under the following circumstances (paragraph 24). YOU MUST MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
• Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THIS ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice unless you are in default.

17. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You must move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term is received in full. Early move-out may result in additional charges and termination of future rent under paragraphs 11 and 31. You're prohibited by law from applying any security deposit in rent. You must pay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, 15th residents forwarding address.

18. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathroom, kitchen appliances, walls, balconies, yards, carpets, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't adequately clean, you'll be liable for reasonable cleaning charges.

19. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or promises by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. We will give you reasonable written notice mailed to your last known address, or in person, of the date and time when we will inspect the premises following the termination of the lease.

20. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable, except if you provide written acknowledgment of repair or cleaning prior to the company representative to remove your appliances or TV cable service or other items (if you so request or have moved out) prior to 10:00 AM the apartment when you or any guest or occupant is moving a key, unapproved keys, misuse or damage of light bulbs, removing or altering unapproved security devices or alarm systems) agreed to before moving out. You're responsible for the cost of any damage or loss caused by parked vehicles blocking dumpster bins, security system charges unless you or our representative admitted charges under paragraphs 4 and 25, governmental fees or fines applied to for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, fire alarms, recycling, or other matters. If you're responsible for any damage or loss, you must pay the cost of any damage and inconvenience to our lawful personnel of an animal or in any other violation proceeding against you, plus attorney's fees, court costs, and filing fees actually paid and other sums due under this Lease Contract.



Animal Addendum



Date: [redacted] (When not applicable, insert 00)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

1. DWELLING UNIT DESCRIPTION. Unit No. [redacted] at [redacted] (City, Missouri) [redacted] (Zip code).

Date of last tables shift: _____
Housebroken? _____
Animal owner's name: _____

2. LEASE CONTRACT DESCRIPTION. Lease Contract date: _____
Owner's name: _____
Resident(s) (if all residents): _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
residents have no pets at this time.

The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. CONDITIONAL AUTHORIZATION FOR ANIMAL. You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ 300.00 will be charged. We (check one) will consider, or will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) does, or does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in Provision 4 of your Lease Contract regardless of whether it is considered part of the general security deposit.

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 25.00. The monthly rent amount in Provision 6 of the Lease Contract (check one) includes does not include this additional animal rent.

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

6. ADDITIONAL FEE. You must also pay a one-time non-refundable fee of \$ 300.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

• The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

7. LIABILITY, NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, pesting, replacements, or personal injuries.

• Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

8. DESCRIPTION OF ANIMAL. You may keep only the animal described below. You may not substitute any other animal for this one. Neither you nor your guests or occupants may bring any other animal-mammal, reptile, bird, fish, rodent, or insect-into the dwelling or apartment community.

• Inside, the animal may urinate or defecate only in these designated areas: _____

• Outside, the animal may urinate or defecate only in these designated areas: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____

• Animals may not be tied to any fixed object anywhere outside the dwelling unit, except in fenced yards (if any) for your exclusive use.

• You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.

• Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 26 of the Lease Contract, including damages, eviction, and attorney's fees.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. REMOVAL OF ANIMAL. In some circumstances, we may allow an animal control officer or humane society representative to enter the dwelling unit and remove the animal if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water; or
- failed to care for a sick animal.

If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under paragraphs 26, 27 or 31 of the Lease Contract.

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, DTC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defecating, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repair, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

17. MOVE-OUT. When you move out you'll pay for defecating, deodorizing and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We-not you-will arrange for these services.

18. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing, as described under paragraph 12. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signature)

D. Perin

