

ATTAINABLE HOUSING LEASE AGREEMENT

PARTIES AND LEASED PREMISES					
Landlord Colorado Mountain College, a local college district		Address 802 Grand Ave., Glenwood Springs, CO 81601			
Statutorily required notices sent electronically by Tenants to Landlord must be sent to: _____					
Residential Community XXX					
Street Address XXXX		City XXXX	State Colorado		ZIP XXXXX
Tenant XXXXXXXXXXXXXXXXXXXXXXXXXXXX					Leased Premises Unit Number XXX
Street Address XXXXX		City XXXX	State Colorado		ZIP XXXXX
LANDLORD'S PROPERTY MANAGER					
Property Management Company XXXXXXXXXXXXXXXXXXXX		Address XXXXXXXXXXXXXXXXXXXXXXXXXXXX			Phone Number XXXXXXXX E-mail XXXXXXXX
LEASE TERM SUMMARY					
Start Date		End Date	Rent Amount		Security Deposit Amount
Payable To		Address			Phone
Office Hours			Due On 1st	Late On 9th	Application Fee \$50.00
CHARGES					
Reletting Expense	\$ _____	Lock Change Charge	\$50.00	Failure to Clean Animal Waste Charge	\$100.00
Online Payment Chargeback	\$20.00	Lease Buy-Out	\$ _____	Key Replacement Charge	\$50.00
Late Payment	\$50.00	Dishonored Payment	\$20.00	Smoke/CO Alarm Tampering Charge	\$100.00
Failure to Clean Garbage Charge	\$50.00	Window Screen Replacement	\$50.00		

THIS ATTAINABLE HOUSING LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of _____, _____, by and between Landlord and _____, jointly and severally (hereinafter collectively "Tenant" or "Tenants"). Landlord hereby leases to Tenants the premises at _____ (the "Leased Premises"), located within _____ (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose.

1. GUARANTOR. Tenants' performance of their obligations contained in this Lease may be guaranteed by a third party. Any third-party guarantee agreements will be incorporated and attached to this Lease. Landlord's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Tenants hereunder.

2. PROPERTY MANAGER. Tenants acknowledge that _____ ("Property Manager") is the duly authorized Property Manager for Landlord. Property Manager has full power and authority to enter into the Lease and any Addenda on behalf of the Landlord. Property Manager is the Landlord's agent and negotiates on behalf of and acts as an advocate for the Landlord in connection with negotiating the terms of the Lease. Obligations

of the Landlord stated herein may be performed by the Property Manager pursuant to a separate property management agreement. If the name or address of the Landlord or Landlord's Property Manager changes, Landlord or its Property Manager will notify Tenants via email or written notice not later than one (1) business day after such change and will post the name and address of the new Landlord and/or Property Manager in the management office. Property Manager has no brokerage relationship with Tenants. Tenants have not engaged or employed Property Manager, either as an agent or as a transaction-broker.

3. OCCUPANCY OF THE LEASED PREMISES. The Leased Premises may be occupied solely by Tenant(s) and the same's exclusive family namely: _____, _____ and _____. If any person other than the Tenant occupies the Leased Premises for more than **fourteen (14)** consecutive days or **thirty (30)** total days in any **twelve (12)** month period without approval from the Landlord, such person shall be deemed to reside in the Leased Premises in violation of this Lease. Tenants acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Tenants with a notice terminating the tenancy.

All changes in occupancy require Landlord's prior written consent. If Landlord consents to an occupancy change during the term of this Lease, a new Lease or an amendment to this Lease must be executed. Any assignment or subletting without Landlord's prior written consent shall be void and may, at Landlord's sole discretion, terminate Tenants' tenancy. Landlord's acceptance of rent from any person, not identified as a Tenant or an authorized occupant, shall be deemed to be the payment of rent on behalf of Tenants and shall not constitute Landlord's consent for said person to occupy or reside in the Leased Premises. Short-term rentals of the Leased Premises via Airbnb, VRBO, or similar forums are not permitted.

Tenants shall not use the Leased Premises or permit the Leased Premises to be used for any business purpose, without the prior written consent of Landlord or as allowed by law.

4. TERM. This Lease shall be for a fixed lease term of **1 year or 12 months**. The initial term ("Initial Term") of this Lease shall begin on _____ and end at **11:59 P.M.** on _____.

5. NOTICE TO QUIT AND HOLDOVER. Tenant agrees to give written notice to Landlord of Tenant's intention to vacate the Leased Premises at the end of the term of the Lease at least sixty (60) days prior to the expiration of the lease term. If such notice is not timely given, Tenant shall be liable for and agrees to pay Landlord the rent due for the following month if the Leased Premises is not re-rented at the Landlord's discretion. In the event that Tenant holds over the Leased Premises after the term of the Lease, the tenancy shall be deemed a month-to-month tenancy at an increased monthly rate if Landlord gives written notice to Tenant of such rental rate increase at least 60 days prior to the effective date of the rental rate increase. All other provisions of the Lease, including the provision requiring Tenant to give at least 60 days' notice of Tenant's intention to vacate, shall remain in full force and effect. Regardless of the number of days in a month, Tenant agrees that notices tendered after the first day of any month shall not be effective to terminate this Lease until the last day of the following month (example: notice received on June 3 will not terminate lease until July 31).

6. SECURITY DEPOSIT. Tenants have deposited with Landlord the sum of \$_____, the receipt of which is hereby acknowledged as a security deposit as security for the full and timely performance of Tenants' obligations hereunder. In the event Tenants become liable for any of the charges listed below, Landlord may apply all or a portion of the security deposit to the charges. The retention of the security deposit shall not limit Landlord's right to proceed against Tenants for claims and damages exceeding the amount of the security deposit. Tenants' Security Deposit will be held in: _____

Landlord may recover amounts owed by Tenants from the security deposit for any lawful reason including, but not limited to, the following: any damages or loss caused by Tenants' default or breach of this Lease; delinquent or unpaid rent; late fees; utility charges; damages to the Leased Premises caused by simple negligence, intentional act, accident or inaction; the replacement cost of fixtures or other items contained in the Leased Premises that are damaged or destroyed; service charges; batteries for smoke detectors or other safety devices; unreturned, damaged or missing keys or entry devices; replacement light bulbs; delinquent fees or unpaid deposits; the costs of rekeying or disabling unauthorized security systems and alarms; pet charges; government assessments against the Landlord caused by Tenants, Occupants or guests; trash removal; all costs associated with illegally parked vehicles, including removal; returned check fees; removal and storage of items left in the Leased Premises; or all costs related to eviction proceedings or the enforcement of this Lease.

The Tenant's deposit(s) has been retained by Property Manager and any inquiries regarding the Tenants' deposit(s) should be made directly to Property Manager. Tenants understand Property Manager shall deliver the deposit(s) to

the Landlord at the address set forth above which may be held in an interest-bearing account, and which may be commingled with other funds of Landlord. Landlord has authorized Property Manager to administer the collection and refund of deposit(s) on behalf of the Landlord, but Landlord is financially responsible for returning any deposit(s) held by Landlord. Any and all interest earned on the deposit(s) shall belong to Landlord, unless otherwise stipulated by local ordinances or codes.

Tenants understand that Property Manager or the Landlord, as appropriate, shall transfer any deposit(s) placed in Landlord's trust account to a new property manager if Property Manager's management contract ends or to a new Landlord if the apartment community is sold. Tenants shall be given timely notice by mail if any transfer of Tenants' security deposit(s) is made as described in this paragraph.

7. RENT. Tenants agree to pay to Landlord, as rent for the Leased Premises, the sum of \$_____ per month. If Tenants' tenancy initially commences after the first (1st) day of the month, rent shall be prorated for the first partial month. Except as otherwise provided, rent shall be paid in full and received in advance, on or before the **1st** day of each month in the form of **online payment, debit, personal check, or certified check**. Rent and all other sums due to Landlord will be payable to _____. The usual days and hours when payments may be made personally are: _____. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Tenants' responsibility to be certain that each payment is actually received by Landlord on or before its due date. Use of a rental payment drop box, if one is provided by Landlord, is for Tenants' convenience - the risk of receipt of funds by Landlord when such box is used is Tenants' risk, and not Landlord's risk.

If in any month, rent is not paid before the **9th** day of the month, payment may be required in the form of **good funds**. If Landlord serves Tenants with a notice to pay rent or surrender possession, which Landlord may do on any date after the day payment is due, any payment tendered following service of said notice must be in good funds. If Tenants do not timely pay rent, Landlord may utilize all remedies under this Lease including, but not limited to, termination of Tenants' right to possess the Leased Premises.

7.1 First Payment. Tenants shall pay the first month's rent on or before the Initial Term begins. In the event Tenants fail to pay the first month's rent, Landlord shall be entitled to recover all damages suffered, including any future rent as it becomes due and other amounts subject to any mitigation of Landlord's loss.

7.2 Online Payments. Tenants are permitted to make rent payments via an online web-based service, if established by Property Manager. Payment of rent online, while such service is provided by Landlord, is for Tenants' convenience - the risk of receipt of funds by Landlord when such service is used is Tenants', and not Landlord's, risk. Furthermore, Tenants hereby agree not to charge back any rent payments made by credit card, debit card, EFT, ACH, or any other electronic means to Landlord. Tenants shall pay Landlord a sum of **\$20.00** for each chargeback, as a liquidated damage. In the event of a chargeback, Tenants may, at Landlord's option, be required to pay the rent and applicable late charges by good funds.

8. Statutory Right to Cure Non-Payment of Rent: Tenant may pay all amounts due to Landlord prior to a court entering a judgment for possession during an eviction proceeding for the non-payment of rent. Landlord must accept payment if Tenant pays all amounts due according to the eviction notice, and any rent that remains due under this Lease.

If Tenant exercises the statutory right to pay all amounts due to Landlord after the notice of eviction has expired and after Landlord's attorney has filed for eviction but before the court has entered judgment for possession, Tenant agrees to pay Landlord's court costs as set forth in the eviction notice in addition to any other amounts due and all other amounts set forth in the eviction notice. If Landlord files an eviction case and the court determines the possession issue, attorney's fees and costs will be awarded to the prevailing party as determined by the court consistent with the parties' intent to have attorney's fees and court costs awarded to the prevailing party in disputed court actions as set forth in this Lease.

9. LATE PAYMENTS AND FEES. Landlord and Tenants agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Landlord in the event Tenants make a late payment of rent, or when Tenants make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Landlord is likely to suffer from a late or dishonored payment. Landlord and Tenants further agree that this provision does not establish an extended grace period of the payment of rent other than any grace period afforded to Tenants under Colorado law, and that Landlord may give Tenants a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Landlord shall have all remedies under the law and this Lease in the event Tenant fails to timely pay the rent or

other amounts owed. At Landlord's sole discretion, Landlord may report any delinquent rent or other amounts owed to a credit reporting agency.

9.1 Late Payments. Tenant shall pay the total amount of rent owed on or before the **1st** day of the month. If Tenants fail to timely pay all rent, Landlord is entitled to a late fee of **\$50.00** on the **9th** day of the month.

9.2 Dishonored Payments. Tenants shall owe **\$20.00** for each dishonored payment plus any applicable late fees described in this Lease until all amounts owed are paid. In the event of a dishonored payment, Tenants may, at Landlord's option, be required to pay the rent and applicable late charges in **good funds**. Tenants shall be responsible for paying any and all costs required in the collection of said payments.

10. PAYMENTS. Landlord is not obligated to accept any partial payment for rent, or payment for rent or other charge after Landlord has served a written Demand for Compliance or Possession on Tenants and the cure period has expired. Except for rent, all charges are due immediately and to be paid upon Landlord's demand. To the extent allowed by law, Landlord first may apply payments received to any unpaid amounts other than rent, irrespective of any written or verbal requests by the Tenants or when the charges may have accrued. Landlord will not apply base rent payments to accrued late fees.

11. UNPAID BALANCES. All unpaid balances bear eighteen percent (18%) interest per year from due date, compounded annually, unless otherwise prohibited by law. Additionally, if Tenants fail to pay all sums due as stated in the demand letter by the deadline stated in the demand letter, Tenants shall be liable to pay all collection agency fees related to the collection of the unpaid balances. Cash is not acceptable as a form of payment.

12. RENT INCREASES AND LEASE CONTRACT CHANGES. Landlord may notify Tenants in writing of any increase in rent five (5) days before the final date that Tenants are required to give their move-out notice. The new rent amount shall take effect on the date stated in the notice and after the current lease term expires. Landlord may deliver the notice of an increase in rent via email or other electronic messaging service. Tenants are not required to sign the written notice of rent increase or other documents for the new rent amount to take effect.

13. COMPLIANCE WITH RULES, LAWS, AND REGULATIONS. Tenants hereby acknowledge receipt of a copy of the Residential Community's Rules and Regulations (the "Rules"), which are incorporated into and made a part of this Lease. Tenants agree to abide by said Rules in all respects. Landlord may make reasonable changes to the Rules upon providing thirty (30) days written notice to Tenants, and Tenants agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Lease.

Tenants agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Tenants are responsible for the conduct of any members of their household, Occupants, or guests while present at the Residential Community. Tenants further agree not to harass, verbally abuse, denigrate, or otherwise disrespect Landlord's employees, agents and/or contractors or interfere with Landlord's business operations. Failure to abide by this policy may result in the termination of Tenants' tenancy.

Certain acts are contrary to the safety, well-being, peace, and enjoyment of the other Tenants of the Residential Community, and therefore, will be considered to be a breach of this Lease. These include, but are not limited to: 1) violations of this Lease, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Tenants or occupants giving incorrect or false answers in a rental application; 3) Tenants or any occupants being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

14. THREATS/OFFENSIVE CONDUCT: To assist in ensuring the safety and quiet enjoyment of all Tenants, household members and guests shall not engage in offensive conduct or language on or about the Leased P or Residential Community. Tenants, all members of the Tenants' household and guests shall not cause or threaten to cause serious physical injury to another person on the Leased Premises or Residential Community, or be involved in a fight while on the Leased Premises or Residential Community; commit abuse upon any person on the Leased Premises or Residential Community, and will abstain from any activity which impairs the physical or social environment of the Leased Premises or Residential Community.

15. MULTIPLE TENANTS. Tenants will be in material breach of this Lease if any Tenant, occupant, or guest (whether invited or uninvited) violate any of the terms of this Lease or the Rules. Tenants are jointly and severally liable for all obligations arising under this Lease whether they remain in actual possession of the Leased Premises. Notices or demands from Landlord that are served upon any Tenant are deemed validly served upon all Tenants. Guests of Tenants shall be considered licensees for purposes of 13-21-115, C.R.S. and any subsequent enactments. Each Tenant agrees and is deemed to be an agent for service of process for all other Tenants in eviction proceedings. Security deposit deduction itemizations may be sent to one Tenant and shall constitute notice to all Tenants. Landlord may satisfy the duty to refund the security deposit by sending the total amount owed to one Tenant.

15.1 Replacements and Subletting. Without the prior written approval of Landlord, replacing Tenants or subletting the Leased Premises is strictly prohibited. A replacement of Tenants or sublease will be subject to the Landlord's policies and underwriting requirements, reimbursement of Landlord's expenses in connection with the replacement or sublease, and final approval by the Landlord of the Tenants' replacement or sublessee. Tenants who are replaced or sublet the Leased Premises will continue to be liable for all of Tenants' obligations of this Lease. Replaced Tenants and Sublessors assign their rights to a refund of the security deposit to the replacement or sublessee, and their right to possess or otherwise occupy the Leased Premises. Any attempt to replace any Tenants or sublet the Leased Premises without Landlord's prior written consent will be void and in violation of this Lease. Tenants shall not assign this Lease.

16. USE OF LEASED PREMISES AND COMMON AREAS. Tenants shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Tenants shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Landlord in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Finally, Tenants shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Tenants agree to reimburse and indemnify Landlord for all fines or other penalties incurred by Landlord because of the violation of any statute, ordinance, regulation or other governmental restriction by Tenants or any members of their household, Occupants, or guests. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Tenants further agree to the following: 1) Tenants must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Landlord's prior written consent--any lawful business conducted at home by computer, mail, or telephone is permissible if permitted by local zoning ordinance and customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) businesses allowed in a home by state or local statute or ordinance will be permitted with proper licensing and notification provided to the Landlord in advance of the operation of the business; 8) Landlord may exclude from the Residential Community guests or others, who in Landlord's judgment, have been violating the law, violating this Lease or the Rules, which includes anyone who is disturbing other Tenants, neighbors, visitors, or Landlord's representatives; 9) Landlord may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest, occupant or resident in the Residential Community; and 10) Tenants agree to notify Landlord if Tenants or any occupants are convicted of a felony, offense involving a controlled substance, violence to another or destruction of property. Tenants and any occupants of the Leased Premises shall not register the address of the Leased Premises or any part of the community on any list of registered sex offenders or similar list or compilation. Any violation of these provisions shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Tenants with notice terminating the tenancy.

17. TENANTS' INSPECTION OF LEASED PREMISES. Tenants acknowledge that Tenants have inspected the Leased Premises. Tenants acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, fixtures, equipment, and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Tenants deliver a contrary statement in writing to Landlord prior to or on the starting date of this Lease. Tenants promise to return the Leased Premises and all fixtures, equipment, and appliances to Landlord in the same condition at the time Tenants vacate the Leased Premises as when first rented, less normal wear and tear.

18. SMOKE DETECTOR/ CARBOND MONOXIDE DETECTORS. Landlord shall keep, test, and maintain all smoke

detector and/or carbon monoxide detector in accordance with State law and the manufacturer's recommendations. Tenants must promptly report non-functional smoke and/or carbon monoxide alarms to Landlord so repairs can be made.

Tenants shall not remove batteries from, or in any way render inoperable, a carbon monoxide alarm, except as part of a process to inspect, maintain, repair, or replace the alarm or replace the batteries in the alarm.

Tenants agree to notify the Landlord in writing if the batteries of any smoke and/or carbon monoxide alarms need to be replaced. Tenants agree to notify the Landlord in writing if any smoke and/or carbon monoxide alarms are stolen, removed, found missing or found not operational during the Tenants' occupancy of the Premises. Tenants agree to notify the Landlord in writing of any deficiency in any smoke and/or carbon monoxide alarms that the Tenants cannot correct. Upon said written notification from the Tenants, Landlord will replace any carbon monoxide alarm that was stolen, removed, found missing, or found not operational during the Tenants' occupancy or fix any deficiency in a smoke and/or carbon monoxide alarms.

No person shall have a claim for relief against Landlord or Landlord's employees for any damages resulting from the operation, maintenance, or effectiveness of a smoke and/or carbon monoxide alarms if the Landlord installs a smoke and/or carbon monoxide alarms in accordance with the manufacturer's published instructions and the provisions of Title 38, Article 45 of the Colorado Revised Statute. Landlord is not the operator, manufacturer, distributor, retailer or supplier of smoke and/or carbon monoxide alarms and Tenants assume full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke and/or carbon monoxide alarms regardless as to whether such malfunction or failure is attributable to, connected with or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke and/or carbon monoxide alarms. Landlord or Landlord's employees have not made and expressly disclaim any representations or warranties, express or implied, with respect to the said smoke and/or carbon monoxide alarms, including Merchantability and Fitness for a Particular Performance. Landlord shall not be liable for damages or losses to person or property caused by (1) Tenants' failure to regularly test the smoke and/or carbon monoxide alarms; (2) Tenants' failure to notify Landlord by writing of any problem, defect, malfunction, or failure of the smoke and/or carbon monoxide alarms; (3) Tenants' failure to notify Landlord by writing of theft of the smoke and/or carbon monoxide alarms or its serviceable battery; and/or (4) false alarms produced by the smoke and/or carbon monoxide alarms.

All appliances are installed per manufacturers' specifications and may be anchored. Tenants shall not move, unhook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Tenants agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances, and equipment therein, and to keep the Leased Premises in a neat and clean condition. Tenants agree to promptly notify in writing (service request form) or by electronic notification to Landlord of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Tenants agree to immediately reimburse Landlord for any sums incurred by Landlord to repair the Leased Premises, or any item, fixture, appliance, or appurtenance damaged by the misuse or neglect of Tenants or any members of their household, Occupants, or guests. This Lease may not be terminated due to interruption of any service, including necessary repairs, beyond the control of the Landlord, unless otherwise required by law.

19. UTILITIES. Landlord agrees, at Landlord's expense, to furnish the following utilities to the Leased Premises: **All, other than phone, cable, and internet.** Tenants agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Initial Term or any renewal period. Tenants shall properly use all electrical, gas, and plumbing fixtures and appliances only for their intended purposes. Tenants shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Landlord or with Landlord's prior written approval.

Landlord may modify the method by which the utilities are furnished to the Leased Premises or billed to Tenants during the term of this Lease. In the event of interruption or failure of utility services that Landlord is required to furnish, Landlord shall use reasonable diligence in its efforts to restore such services. Landlord shall not be liable for any damages directly or proximally caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Landlord's failure to pay to the service provider for the provision of such services to the Leased Premises.

If Tenants fail to pay any utility charges that are to be paid by Tenants, Landlord may, at its option, pay such charges in full to retain continuing utility services and bill Tenants such charges together with the regular monthly rental payment on the **1st** day of the month next following the date of such billing. When the Tenants move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and

agreed between Landlord and Tenants that in the event submetered, or allocation payments are not made when due, it shall be considered a default under this Lease.

20. DAMAGES, ALTERATIONS AND REPAIRS. Tenants agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Tenants shall make no alterations to the Leased Premises without the prior written consent of Landlord. Any alteration made to the Leased Premises by Tenants after that consent has been given, and any fixtures installed as a part of that work, will at Landlord's option become the Landlord's property on the expiration or earlier termination of this Lease, provided, however, that Landlord shall have the right to require Tenants to remove any fixtures at Tenants' cost on termination of this Lease. Tenants shall notify Landlord of any dilapidations or other defective conditions on the Leased Premises that require repairs. Tenants agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Landlord. If Landlord approves Tenants' request to install such mechanisms, Tenants agree to provide Landlord with a key for each lock and any codes.

EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMMODATIONS, ALL NOTICES FROM TENANTS OR OCCUPANTS TO LANDLORD REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY TENANTS OR OCCUPANTS AND PROVIDED TO LANDLORD IN WRITTEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY LANDLORD.

Statutorily required notices sent electronically by Tenants to Landlord must be sent to: _____ . Verbal requests from Tenants, as well as written notes by Landlord, Landlord's employees, or agents will not be considered proper notice under this provision, and Landlord's compliance with Tenants' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Tenant's must immediately notify Landlord of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Landlord may terminate this Lease upon reasonable notice to Tenants if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Tenants, and Landlord may remove Tenants' personal property if it poses a safety or health hazard. Landlord may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Tenants to an abatement of rent, unless required by law.

21. RISK OF LOSS OF TENANTS' PROPERTY. Tenants shall bear the risk of loss of all of Tenants' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Landlord does not warranty, represent or guarantee the safety of Tenant's personal property. Tenant hereby releases Landlord from any and all claims for damage or loss to Tenant's personal property, and shall indemnify and hold Landlord harmless, including Landlord's attorney fees and costs, from any claims associated with Tenant's personal property regardless of by whom such claims are brought, including Tenant's insurer. Unless prohibited by law, Tenant waives any insurance subrogation rights or claims against Landlord, Landlord's Agents, and their insurers. Tenants agree not to hold Landlord, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other Tenants, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Tenants understand and agree that Tenants, any members of their household, Occupants, or guests are not beneficiaries of any insurance policies held by the Landlord or the Landlord's agents.

LANDLORD'S INSURANCE POLICIES PROVIDE NO COVERAGE FOR TENANT'S PROPERTY, INCLUDING TENANT'S AUTOMOBILE.

Tenant(s) agree to maintain (at Tenant's sole expense) a standard type of Tenant or Renter homeowner's insurance policy, or its equivalent, issued by a licensed insurance company of Tenant's selection. Said policy shall provide for minimum limits of liability in the amount of **\$20,000.00** for personal content and **\$100,000.00** in liability, in order to cover personal injuries, losses due to theft, fire, smoke, water damage, and the like. Tenants will be in material breach of this Lease if they fail to comply with the requirements of this provision. Documentation of above coverage will be required before move-in.

22. DESTRUCTION OF PROPERTY.

If the Leased Premises or any part of the Residential Community are destroyed due to fire, explosion, or other casualty, or if the Leased Premises or any part of the Residential Community become unsafe, hazardous, or uninhabitable, as determined by Landlord in its sole and absolute discretion, Landlord may, at its option, upon written notice to Tenants either immediately terminate this Lease or repair the Leased Premises. Regardless of the extent of damage to the Leased Premises or any portion of the Residential Community or the reason for any repair or any desired renovation, Landlord may also upon written notice immediately terminate this Lease, if in Landlord's sole and absolute discretion, any repair or renovation would be either impractical or dangerous if Tenants continued to occupy the Leased Premises. Landlord may also upon ten (10) days written notice terminate this Lease, if in Landlord's sole and absolute discretion, any repair or desired renovation would be either impractical or dangerous, in Landlord's absolute discretion, if Tenants was present at the Leased Premises while work was being performed during normal working hours, and Tenants continue to be in, on, or about the Leased Premises during normal working hours after demand to stay out during normal working hours. If Landlord elects to repair the Leased Premises and if the damage or casualty event is not due to Tenants' negligence or intentional conduct in Landlord's sole and absolute determination, the Rent on the damaged Leased Premises shall be abated and prorated from the date on which the Leased Premises became uninhabitable to the date on which Tenants may reoccupy the Leased Premises, as determined by Landlord in its sole discretion, unless Landlord has provided alternative accommodations to the Tenants.

If the damage or casualty event is due to Tenants' negligence or intentional conduct, the Rent shall not abate or prorate, and Tenant shall be liable to Landlord for any amounts due under this Lease plus all damage caused by such negligence.

If the damage or casualty event is not due to Tenants' negligent or intentional conduct and if Landlord elects to repair the Leased Premises, Landlord may, but has no obligation to, provide suitable substitute accommodations within the Residential Community upon terms and conditions acceptable to Landlord. If Landlord provides any substitute accommodations, Landlord may but shall not be required to pay any costs associated with providing any substituted accommodations. Any substitute accommodation provided or paid for by Landlord shall not constitute an admission of fault or negligence by Landlord. After any casualty event and repair, Landlord may elect to have Tenants vacate any substituted accommodations or premises and reoccupy any repaired Leased Premises. If Landlord does not elect to repair the Leased Premises, the building in which the Leases Premises are located, or the Residential Community, this Lease shall immediately terminate. In the event of any casualty, Landlord shall under no circumstances be obligated to Tenants to find or paying for replacement accommodations, and for any other expense, damage, or inconvenience suffered by Tenants. For this reason, Landlord requires Tenants to obtain appropriate insurance to protect Tenants against such event and recommends for Tenants to obtain alternative living accommodation renter's insurance coverage. If the whole or any part of the Leased Premises is taken by governmental authority under eminent domain for any public or quasi-public use or purpose, then the Lease Term will terminate on the date when possession of the part so taken is required for such use or purpose. All damages awarded for such taking will belong to and is the property of Landlord.

23. ANIMALS; DEPOSIT. Tenants are permitted to have one (1) animal (cat or dog) within the Leased Premises, subject to compliance with any applicable Rules and local jurisdiction ordinances, law, policies, or procedures. An additional refundable deposit of **\$300.00** is required. Upon vacating the Leased Premises, Landlord shall do an inspection of the Leased Premises and any sanitizing or damage attributable to the animal(s) shall be charged to Tenants accordingly. The animal deposit will be considered part of the general security deposit and can be applied to all damages. The security deposit amount set forth in this paragraph is in addition to, and not in lieu of, any other security deposit paid by Tenants. Refund of the security deposit will be subject to the terms and conditions set forth in this Lease and consistent with state law. Service or companion animals are not subject to this deposit. Landlord may require a written statement from a qualified professional verifying the need for the service animal or companion animal.

24. HOLD HARMLESS FOR GUESTS. Tenants agree to defend, protect, indemnify, and hold harmless Landlord and Landlord's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Tenants' occupants, guests, or any other person in the Leased Premises with Tenants' permission. If any action or proceeding is brought against Landlord or Landlord's agents by reason of any such claim, upon notice from the Landlord, Tenants shall defend the same at Tenants' expense by counsel reasonably satisfactory to Landlord.

25. DELIVERY OF LEASED PREMISES. If, for any reason, Landlord is unable to provide occupancy to Tenants by the scheduled first day of the Initial Term, this Lease will continue to be in effect, and Tenants' may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Landlord delivers possession of the Leased Premises; or b) Tenants may terminate this Lease in writing up until such time as Landlord delivers

possession. Landlord will have no liability to Tenants if there is a delay of possession other than to refund any amounts paid to Landlord under this Lease. Tenants' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute the failure of Landlord to deliver possession of the Leased Premises.

26. RESPONSIBILITIES OF LANDLORD. Landlord will comply with the requirements of state law.

26.1 Fair Housing. Landlord shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, religion, ethnic origin, national origin, color, sex, age, physical or mental disability, family status, or source of income.

26.2 Security. Landlord makes no representations or guarantees to Tenants concerning the security of the Leased Premises or the Residential Community. Landlord is under no obligation to Tenants to provide any security measure or take any action not required by statute. Tenants are responsible for planning and taking action with respect to the safety of Tenants and their property as if such systems and deterrents did not exist. Tenants agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Landlord, and shall provide Landlord with such law enforcement agency's incident report number upon request.

26.3 Background Checks. Landlord has no obligation to obtain criminal background checks on any Tenants and bears no responsibility or liability related to the criminal background or actions (whether past, present, or future) of any person, even if Landlord has actually run a criminal background check on applicants. Tenants shall not rely on the fact that Landlord may have run a criminal background check on Tenants or any other applicant when deciding whether to enter into this Lease. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Residential Community. Landlord has not made and does not make any representations as to the background of any existing or future tenant and Landlord is under no obligation to run background checks on any existing tenant or future applicant.

27. ACCESS. Landlord may enter the Leased Premises for any lawful or statutorily required purpose, including under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Tenants abandon or surrender the Leased Premises; 6) pursuant to court order; 7) to perform an inspection of the Leased Premises; or 8) under any other circumstances permitted by state law. Landlord will give Tenants at least **24** hours' notice of Landlord's intent to enter unless: a) an emergency exists; b) Tenants have abandoned or surrendered the Leased Premises; or c) it is impracticable to do so. Further, Landlord will enter only during regular business hours unless: i) an emergency exists; ii) Tenants have abandoned or surrendered the Leased Premises; or iii) Tenants consent, at the time of an entry that is not during normal business hours, to the entry. Tenants agree that if they deny Landlord access to the Leased Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Lease and shall entitle Landlord to serve Tenants with a notice terminating Tenants' tenancy.

28. TERMINATION, DEFAULT, AND REMEDIES. Landlord and Tenants agree that all provisions, obligations, and conditions of this Lease are reasonable and material and that a breach by Tenants of any such provision, obligation, or condition constitutes a material breach thereof. All rights and remedies provided in this Lease and by law are cumulative. This Lease shall be deemed terminated upon written notice of termination by Landlord to Tenants. No other action by Landlord shall constitute termination, including, but not limited to: a) maintenance of the Leased Premises by Landlord or on Landlord's behalf; b) efforts to rent out the Leased Premises by Landlord or on Landlord's behalf; c) Landlord's withholding of consent to assign or sublet the Leased Premises pursuant to the terms of this Lease; d) Landlord's termination of a sublet or assignment of the Leased Premises pursuant to the terms of this Lease; or e) actions by Landlord to procure the appointment of a receiver to secure Landlord's interests under this Lease. In the event of a breach by Tenants, or where required by state law, Landlord may provide to Tenants written notice of the breach and demands for cure. Landlord may terminate this Lease if a cure is not possible or if Tenants do not cure the breach within the time period provided by the notice or state law.

28.1 Reletting Expense. Because damages relating to the Landlord's costs to find and replace tenants are difficult to ascertain in the situations described below, Tenants agree that a reletting expense of \$_____ is a reasonable estimate for such activity. Tenants will be required to pay the reletting expense: a) for failure to provide written move out notice pursuant to terms of this Lease; b) upon Landlord's

demand in the event of Tenants' default; c) pursuant to a court order for eviction; or d) for failure to pay rent in full for the entire lease term or renewal period upon move out. The reletting expense is not the same as a lease cancellation fee or buyout fee, rather, it is an agreed upon liquidated amount to cover Landlord's damages in part. The reletting expense is not a substitute for and does not release Tenants from liability for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Lease.

29. MOVE-OUT NOTICES AND PROCEDURES. Prior to moving out, Tenants are required to provide Landlord with advance written notice. The move out notice must comply with the notice provision of this Lease and provide Tenant's move out date. Tenants must obtain written acknowledgment from Landlord of receipt of Tenants' move out notice. If Landlord terminates this Lease, Landlord will provide Tenants with the same notice unless Tenants have breached the terms of this Lease. Oral move out notice is not an acceptable form of termination. The move out date provided for in the notice cannot be changed without an additional written Lease signed by both parties. Each Tenant must provide Landlord with their forwarding address in writing. A move out notice does not release Tenants from liability under the full term or any renewal terms of this Lease except where Tenant moves out pursuant to a Military Personnel Release or if Landlord and Tenant agree to such release in a written amendment signed by both parties. Tenants may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due. Early move out by Tenants may also result in reletting expenses.

29.1 Cleaning. Prior to moving out, Tenants are required to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Tenants must also comply with move out and cleaning instructions provided by Landlord. If, at Landlord's discretion, Tenants fail to adequately clean the Leased Premises, Landlord reserves the right to hire a professional cleaning service and Tenants will be liable for reasonable cleaning expenses. Landlord may deduct the cost of carpet cleaning regardless of whether the Tenants clean the carpet before delivery of possession of the Leased Premises to Landlord.

30. TENANTS' PERSONAL PROPERTY. Tenants shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Lease without further notice or demand from Landlord. Landlord may remove and dispose of Tenants' personal property in a manner permissible by applicable law upon termination or expiration of this Lease, surrender, abandonment, or court ordered eviction of Tenant. Tenants will be liable to pay Landlord for reasonable costs associated with packing, removing, storing, and selling Tenants' personal property. Landlord may consider the Leased Premises surrendered upon the return of keys, the substantial removal of the Tenant's personal property, notice by the Tenant, or the extended absence of the Tenant while the rent remains unpaid, any of which would cause a reasonable person to believe the Tenant had permanently surrendered possession of the Leased Premises. Landlord may also consider the Leased Premises abandoned when: 1) the Leased Premises appears to have been vacated and a significant number of the Tenants' personal belongings have been removed; 2) Tenants are in default for non-payment of rent for ten (10) consecutive days; and 3) Tenants do not provide timely written notice explaining the absence or intent to maintain occupancy of the Leased Premises.

31. SECURITY DEPOSIT RETURN. After making any lawful deductions, Landlord will provide to Tenants any security deposit refund and an itemized accounting of deductions within sixty (60) days after surrender or abandonment, unless statutes provide otherwise. Landlord has no obligation to apportion the security deposit refund among multiple Tenants and may refund the entire amount owed to one Tenant. Landlord may mail the security deposit refunds, in the form of a joint check that lists each of the multiple Tenants, and deduction itemization to an address provided by any one of the multiple Tenants, or if no address is provided by any of the Tenants, to the unit that has been vacated. Delivery of the security deposit refund to any one of the multiple Tenants shall be deemed delivery to all Tenants.

32. RELEASE OF TENANTS. Unless otherwise provided for by this Lease or by law, Tenants will not be released from this Lease for any reason.

32.1 Military Personnel Release. The Service members Civil Relief Act ("SCRA") provides relief to U.S. service members entered into certain real property leases. Tenants eligible for protection under the SCRA include: 1) Active-duty service members who receive military orders for a permanent change of station or deployment orders; 2) Tenants entering active-duty service for the first time; and 3) Activated Reservists and National Guardsmen, when serving in federal active duty. The SCRA allows for early termination in the following instances: a) the service member entered into the lease before active military service; b) the service member entered into the lease while on active duty and then received permanent change of station orders

thirty-five (35) miles or more away from the Leased Premises; or c) the service member entered into the lease while on active duty and then received orders to deploy in support of a military operation in excess of ninety (90) days.

Tenants seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Landlord; and 2) copies of Tenants' military orders. After notice is delivered, this Lease will be terminated thirty (30) days after the next date that rental payment is due or forty-five (45) days after Landlord receives notice, whichever is shorter. To be eligible for release under this section, this Lease must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Tenant.

33. ZERO TOLERANCE CRIME POLICY. Tenants, occupants, guests, or other individuals under Tenants' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community or any other property owned by Landlord; 2) shall not engage in drug-related criminal activity on or near the Residential Community or any other property owned by Landlord, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of the Landlord, Landlord's agents, other Tenants, the Leased Premises, the Residential Community or other property owned by Landlord. Landlord and Tenants agree that these provisions are reasonable and material and that a violation by Tenants of any such provision constitutes a material breach of this Lease and is good cause for immediate termination of Tenants' tenancy.

Tenants or members of the household or guests shall not engage in any acts of violence including but not limited to the display of, brandishing, or using in a threatening manner, any dangerous weapons, or objects in or about the Leased Premises. Tenants shall not keep or use on or about the Leased Premises or project any explosive, flammable, or repellent device, or otherwise dangerous device, and to take every care and precaution to prevent fires.

34. SMOKE-FREE PROPERTY. This property is strictly Non-Smoking within and outside of each apartment unit. See Rules for additional information.

35. SATELLITE DISHES AND ANTENNAS. Landlord provides access to internet and cable services and individual satellite dishes and antennas are not allowed to be installed on the Leased Premises or in the Residential Community. Landlord is not responsible for providing or paying for internet or cable services for the Leased Premises.

36. MISCELLANEOUS. This Lease, including all applicable exhibits, schedules, addenda, or forms, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenants and may not be changed or modified except by an agreement in writing signed by all parties. Tenants acknowledge that all representations and statements relied upon in executing this Lease are contained herein and that Tenants in no way relied on any other statements or representations, written or oral. This Lease and all rights of Tenants arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

37. WAIVER OF JURY TRIAL. Tenants and Landlord agree that any trial relating to this Lease and based on statute or common law shall be before a judge and not a jury.

38. COPY OF LEASE. Tenants agree that Tenants' failure to notify Landlord within seven (7) days of signing this Lease that Tenants did not receive a copy of the fully signed Lease will be Tenants' acknowledgement that Tenants received a copy from Landlord. Owner may provide Tenants with an electronic copy of this Agreement unless Tenants request a paper copy.

39. DISCLOSURE. Landlord may provide information on Tenants or Tenants' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.

40. NO WAIVER. Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising hereunder shall not be deemed a waiver of Landlord's right to

subsequently enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Landlord's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Lease shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties during the tenancy shall be construed to waive the right of Landlord to enforce any provision of this Lease.

Landlord's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. Except when notice or demand is required by statute, Tenants waive any notice and demand for performance from Landlord of Tenants' default. Written notice to or from Landlord's agents, representatives, or managers constitutes notice to or from Landlord.

41. SEVERABILITY. If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease shall remain in effect. To the extent that any provision of this Lease is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

42. SIGNATORIES. This Lease expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations, and understandings. The undersigned Tenants, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Lease shall not be in full force and effect until signed by Landlord. Landlord may, without liability, refuse to enter into this Lease and may refuse to allow Tenants to occupy the Leased Premises at any time prior to signing this Lease. Anything to the contrary in this provision notwithstanding, Tenants shall be fully liable for all obligations arising hereunder, and Landlord may enforce the provisions of this Lease against Tenants if, for any reason or by any means, Tenants obtain occupancy to the Leased Premises before such time as this Lease has been signed by Landlord or Landlord's authorized agent.

THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW AND HAS IMPORTANT LEGAL CONSEQUENCES. PARTIES TO THIS CONTRACT SHOULD CONSULT LEGAL COUNSEL BEFORE EXECUTION. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

42.1. Electronic Signatures. The parties agree that they may enter this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Landlord's option or if required by law. Tenants agree and acknowledge that if Tenants are entering into this transaction with Landlord by electronic means, doing so is not conditioned on Tenants' agreement to conduct the leasing transaction electronically.

43. ACKNOWLEDGEMENTS. By signing this Lease, Tenants acknowledge that: 1) Tenants received a disclosure from Landlord about Landlord's application fees before Tenants submitted a rental application to Landlord; 2) Tenants received a receipt from Landlord for the application fees and deposits Tenants paid to Landlord at the time Tenants submitted a rental application to Landlord; and 3) Tenants received any statutorily required disclosures from Landlord regarding any known pest control issues affecting the Leased Premises.

INTENDING TO BE BOUND, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD

TENANT

By:

By:

Date:

Date:

July 24, 2023

REASONABLE ACCOMMODATION AND/OR MODIFICATION NOTIFICATION

If the resident or member of the household is handicapped or disabled, they may request reasonable accommodations and/or reasonable modifications. Reasonable modifications of any rental premises will be made at the expense of the handicapped or disabled person if such reasonable modification may be necessary to afford such a person full enjoyment of the premises. The Landlord may, where it is reasonable to do so, condition permission for a reasonable modification on the renter agreeing to restore the premises to the condition that existed before the reasonable modification, reasonable wear and tear accepted. Reasonable accommodations in rules, policies, practices, or services may be made when such reasonable accommodations may be necessary to afford such handicapped or disabled person equal opportunity to use and enjoy a dwelling.

It is preferred that all reasonable accommodations and/or reasonable modification requests be submitted in writing to the Property Manager. A request for Reasonable Accommodation and/or Reasonable Modification and Release forms are available in the office. If you have difficulty filling in the form, the Property Manager will assist you in completing the form. Oral requests for reasonable accommodations and/or reasonable modifications will be recorded on the form.

All requesters shall be notified in writing of the decisions regarding the request within fourteen (14) days of the Property Manager's receipt of the complete written request. If the request is denied, an explanation for such denial shall be included in the written notification.

If you or a member of your household have a disability or impediment and think you might need or want reasonable accommodation and/or reasonable modification, you may request it at any time during the application process or after admission. If you would prefer not to discuss your situation with management, you are not required to do so.

Below we have provided a form for you to let us know if you would like to request a reasonable accommodation and/or reasonable modification. Please check the appropriate box indicating whether you do or do not want to make us aware of any reasonable accommodation and/or reasonable modification you think you may need. Either choice in no way precludes you from making such a request at a later date.

<p>APPLICANT CHOICE TO PROVIDE SPECIAL NEEDS INFORMATION:</p> <p>I CHOOSE TO COMPLETE THE FORM.</p> <p>I CHOOSE <i>NOT</i> TO COMPLETE THE FORM.</p>

ESTIMATED STANDARD CLEANING AND REPAIR CHARGES

The following information is provided to assist you in your move-out and assist in assessing any charges that may be applicable. A full inspection of the Leased Premises will be made only after you have moved out. If the move-out occurs during regular business hours, a property representative should be scheduled to walk the Leased Premises with you. If the Leased Premises need cleaning or repair, the following estimated charges will be used as a guide to assess amounts to be deducted from the security deposit and charged to you, if the amount assessed exceeds the security deposit. If Tenants are charged for amounts above the security deposit, Landlord requires the sums due be paid via certified funds. Please note that this is not a complete list of all possible estimated charges that you may incur when the Leased Premises are inspected. **Please also note that these charges are estimates only to give you an idea of the charges you may incur for particular items. You may be charged more than the maximum, depending upon the costs or charges we incur.** Please leave a forwarding address on file with the office.

KITCHEN CLEANING

Oven	\$15.00 - \$50.00
Drip Pans	\$5.00 - \$50.00
Stove and Vent-a-Hood	\$10.00 - \$15.00
Refrigerator/Freezer	\$10.00 - \$50.00
Dishwasher/Microwave	\$10.00 - \$25.00
Cabinets and Countertops	\$10.00 - \$30.00
Floors	\$15.00 - \$75.00

BATHROOM CLEANING

Toilet	\$10.00 - \$30.00
Tub/Shower	\$10.00 - \$80.00
Sinks/Counters/Mirrors	\$10.00 - \$40.00

MISCELLANEOUS

Blinds (Windows/Patio)	\$15.00 to Estimate
Carpet Repair	Estimate
Tile Floor Repair or Waxing/Cleaning	\$15.00 to Estimate
Sheetrock Repairs	\$10.00 to Estimate
Furniture Cleaning (if applicable)	Actual Cost
Window Cleaning - Window	\$10.00 each
Window Cleaning - Sliding Glass Doors	\$15.00 each
Graffiti Removal	\$5.00 per letter
Carpet Cleaning/Stain Removal	\$25.00 to Estimate
Standard Trash Removal	\$10.00 per bag
Appliance Damage	Actual Cost
Smoking - Carpet and Painting	Actual Cost
Animals - Carpet and Painting	Actual Cost

REMOVING PROPERTY

Cost of removing property (such as furniture pieces), including storage \$25.00-100.00 each piece

ESTIMATED REPLACEMENT CHARGES

If any items are missing/damaged to the point that they must be replaced when you move out, you will be charged for the cost of the item in addition to possible labor services. The following list represents, but is not limited to, various replacement charges. You may be charged more than the maximum, depending upon the cost or charges we incur.

Window Glass	Estimate
Patio Door Glass	Estimate
Window Screens	\$10.00-35.00
Patio Screens	\$30.00-65.00
Mail Box Keys	\$10.00 per key
Furniture Replacement (if applicable)	Actual Cost
Keys Not Returned/New Lock	\$25.00-
125.00	
Ice Maker Tray	\$10.00

Refrigerator Shelves/Rack	\$35.00 - \$60.00
Disposal Damage	\$65.00 - \$125.00
Window Coverings Replaced	\$12.00-150.00
Interior Door/Door Jam	\$45.00-75.00
Fire Extinguisher	\$35.00 each
Mirrors	\$40.00-200.00
Light Fixtures (if original is not available in unit)	\$15.00-100.00
Parking Tag	\$20.00 each
Counter Top Repairs	Estimate
Broiler Pans	\$25.00-\$50.00
Smoke Detectors/Carbon Monoxide Detectors	\$25.00-\$95.00
Access Cards	\$10.00 each
Access Remotes/Key Fobs	\$75.00 each
Wall Damage/Sheet Rock Repair	Actual Cost
Full Painting	Actual Cost
Carpet Replacement	Actual Cost

Blinds, carpet, vinyl, appliance, replacements will be based on actual cost including labor and installation.