

LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, 201____, whereby _____ owner of the

_____ Apartments located at _____, hereinafter referred to as Landlord,

does hereby lease unto _____,

hereinafter referred to as Tenant, the premises known as _____,

hereinafter referred to as the "Premises", for a period commencing on the later of the _____ day of _____, 201____, or the date Landlord tenders possession of the

Premises to Tenant, and ending on the _____ day of _____, 201____ at a rental of _____ (\$_____).

payable in equal monthly installments of _____ (\$_____), in advance, without notice, deduction, setoff,

or demand, on the first day of each month. For the period _____ to _____, Tenant shall pay a pro rata monthly rental of \$_____.

This Lease is on the following terms, covenants, rules, and regulations which the Landlord and Tenant agree to keep and perform.

LANDLORD AND TENANT AGREE THAT:

1. **SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Tenant of the sum of \$_____, paid prior hereto, to be held as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Tenant or the Tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. The Tenant shall have the right to be present when the Landlord, or the Landlord's agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address. The notice to be furnished by the Tenant shall be mailed to the Landlord at least fifteen (15) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant by certified mail of the time and date when the Premises is to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the Tenant's notice. In the event of the sale or transfer of the Premises by Landlord, the Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void.

The Tenant shall have a right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within forty-five (45) days after the termination of the tenancy. The Landlord shall be further obligated to return any unused portion of the Security Deposit, by first class mail, addressed to the Tenant's last known address within forty-five (45) days after the termination of the tenancy. Failure of the Landlord to comply with Maryland's Security Deposit Law may result in the Landlord being liable to the Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

2. **DELIVERY DATE OF PREMISES:** The Landlord has not guaranteed a specific delivery date for the Premises, and that the Tenant will only be charged rent from the later of the commencement date specified at the beginning of this Lease or the date Landlord tenders possession of the Premises to Tenant.

3. **POSSESSION PRIOR TO COMMENCEMENT OF LEASE: USE OF TEMPORARY PREMISES:** If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment of Landlord other than the Premises at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to between the parties.

4. **BANK RETURNED CHECKS:** Rent payments made by check which do not clear the bank cost the Landlord additional expenses for bookkeeping and clerical services and that, therefore, Tenant will pay to Landlord THIRTY-FIVE (\$35.00) DOLLARS for each such bank returned check.

5. **DEFINITION OF RENT:** All payments from Tenant to Landlord required under the terms of this Lease, including, but not limited to, Court costs, shall be deemed rent.

6. **ADMINISTRATIVE AND ATTORNEY FEES:** In the event Tenant, Tenant's family, agents, employees, guests or invitees violate any term or provision of this Lease (other than Section 30), or the rules and regulations thereof, Tenant shall pay to Landlord, in addition to any other damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of five percent (5%) of Tenant's then current monthly rental, to help defray Landlord's costs incurred in connection with having Tenant remedy such Lease violation. Should Landlord employ an attorney because of any such violation, the Tenant shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Tenant shall be liable to Landlord shall not be less than fifteen percent (15%) of said judgment.

7. **WAIVER:** The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.

8. **COMPLIANCE WITH RULES AND REGULATIONS:** The Tenant, Tenant's family, employees, agents, guests and invitees, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Landlord may adopt. It is further agreed that the Landlord may modify these rules and regulations and that a violation of the rules and regulations is a default under this Lease.

9. **LEASE VIOLATIONS:** If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's family, employees, agents, guests or invitees violate any provision of this Lease or any rule or regulation herein imposed, then Landlord may treat such representation or Lease violation as a forfeiture under the terms of this Lease, with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law. If Tenant's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), utility costs for the Premises for which Tenant, pursuant to this Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises. Tenant's proportionate share of advertising expenses shall be computed by dividing Landlord's total advertising expenses for the rental community in which the Premises are located, for the shorter of the period of time in which the Premises remain vacant or the Lease term expires, by the number of vacant units in the rental community during that same period of time.

10. **INTERRUPTION OF SERVICE:** The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work.

11. **RIGHT OF ENTRY:** Landlord has the right to enter the Premises at any time by master key or, if necessary, by force, to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future tenants or purchasers without being liable to prosecution therefore, or damages by reason thereof.

12. **RE-ENTRY OF PREMISES:** In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Tenant of the liabilities imposed by applicable law and this Lease. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by the Tenant, after the Tenant has vacated.

13. **ABANDONMENT:** Abandonment of the Premises shall be deemed to have occurred when the Tenant has removed the bulk of Tenant's furnishings from the Premises.

14. **REPAIRS:** Landlord shall be responsible for repairs to the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due to the Tenant, Tenant's family, employees, agents, guests or invitees. In the event Tenant fails to give Landlord prompt notice of the need for repairs, Tenant shall be liable to Landlord for any increased cost of repairs arising out of such failure.

15. **DAMAGE TO PREMISES:** In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's family, employees, agents or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Landlord, shall remain untenantable; but if the Premises are so damaged that the Landlord shall decide that it is not advisable to repair the Premises with the Tenant occupying same, this Lease shall terminate and the Tenant shall only be liable for rent to the date of damage. If the damage to the Premises is caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's family, employees, agents or guests, Landlord may terminate Tenant's occupancy of the Premises and Tenant shall remain liable to Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated and shall further remain liable for any other injury or loss incurred by Landlord as a result of such damage, such liability to include a subrogation claim by Landlord's insurer.

16. **SECTION HEADINGS AND NUMBERS:** Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.

17. **HEIRS AND ASSIGNS:** This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with Section 32 of this Lease.

18. **NOTICES:** All notices from Tenant to Landlord shall be sent by certified mail, return receipt requested, and addressed to Landlord at its Rental Office located at the address specified in the first paragraph of this Lease. All notices from Landlord to Tenant shall be delivered personally or to the Premises, or sent by First Class or Certified Mail, addressed to Tenant at the Premises. If more than one person shall be Tenant hereunder, notice given to or by any one of them shall bind all.

19. **AGENCY:** If any employee of Landlord's at Tenant's request, moves, handles or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.

20. **SUBORDINATION OF LEASE:** This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the tenant of such successor in interest.

21. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between Landlord and Tenant, and can only be changed in writing, signed by both parties.

22. **SEVERABILITY:** If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

23. **UTILITIES:** Tenant shall continuously maintain, in Tenant's name, gas and electricity service for the Premises. Tenant will pay all charges for heat, gas and electricity used in the Premises during the term of this Lease, and any renewal or extension thereof, including all taxes, levies, surcharges or other charges on, or related to, such utilities. In the event Tenant fails to make such payments, then the amount thereof, in the discretion of the Landlord, may be added to and deemed part of the rent due. Charges for metered water, in reasonable quantities, shall be paid by the Landlord.

24. **STATUTE OF LIMITATIONS:** This Lease is under seal and is subject to the twelve-year limitation period of Section 5-102 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

LANDLORD AGREES THAT:

25. **CONDITION OF PREMISES:** The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants.

26. **EXISTING DAMAGES:** Upon written request of Tenant (sent in accord with Section 18 of this Lease) within fifteen (15) days of occupancy, Tenant shall have the right to have the Premises inspected by the Landlord, in the Tenant's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy.

27. **EARLY TERMINATION:** In the event Tenant shall elect to terminate this Lease or any renewal or extension thereof, prior to its expiration date, Landlord agrees to permit said early termination upon the payment to Landlord of two month's rent (at the then current rate), plus any physical damage to the Premises beyond normal wear and tear, provided however, that prior to such termination date, the Tenant agrees to same in writing, the additional two month's rent is paid (against which the security deposit may be applied), and all rent is paid to date of Tenant's departure. Payment for all physical damage beyond normal wear and tear must be made within thirty days of Landlord billing Tenant for same.

TENANT AGREES THAT:

28. **VEHICLE PARKING:** Tenant will obey all parking and speed regulations which Landlord may promulgate or post and to park only properly tagged and functioning passenger motor vehicles or trucks (with no commercial lettering) not in excess of 3/4 ton GVW, whose appearance, in Landlord's sole opinion, does not detract from the apartment community, in designated parking areas and will not permit nor maintain any commercial vehicles or trucks in excess of 3/4 ton GVW, trailers, campers or boats in or about the apartment community. Tenant shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of Landlord. If Tenant shall fail to do so, Tenant agrees to pay Landlord, at the rate of \$10.00 per day, for the use of said parking area and does hereby grant to Landlord a lien on said unauthorized vehicles or other property for the payment of the parking rent, which lien may be enforced by Landlord in the same manner as such liens may be enforced by garage keepers under the applicable laws of the County and State in which the parking area is located and/or Landlord, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at Tenant's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Tenant in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle or other property parked or stored, so as to block or inhibit access to any dumpster or firelane, will be towed, or otherwise removed, at its owner's risk and expense.

29. **PAYMENT OF RENT:** Tenant shall pay the rent at the Landlord's office or at such other place as may be designated by the Landlord. Rent will be accepted by the Landlord Monday through Friday, 9:30 a.m. to 4:30 p.m. Except as may otherwise be required by law, or by the Landlord, all rental payments made by Tenant to Landlord shall be by check or money order. No personal checks will be accepted after the twentieth day of the month in which said rental payment is due and payable, nor will they be accepted if two (2) such checks presented by Tenant in a twelve (12) month period are dishonored by Tenant's bank.

Should Landlord employ an Agent to institute proceedings for rent and/or repossession of the Premises for non-payment of any installment of rent, and should such rent be due and owing as of the filing of said proceedings, Tenant shall pay to Landlord the reasonable costs incurred by Landlord in utilizing the services of said Agent.

30. **LATE CHARGE:** Tenant will pay, as additional rent, a charge of five (5%) percent of the monthly rental as a late charge in the event that Tenant shall fail to pay, both while occupying the Premises and after vacating same, an installment of the rent for a period of four (4) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.

31. **APPLICATION OF PAYMENTS:** All payments from Tenant to Landlord may, at Landlord's option, be applied in the following order to debts owed by Tenant to Landlord: late charges, agent's fees, attorney's fees, court costs, obligations other than rent (if any) due Landlord, other past due rent other than monthly rent, past due monthly rent, current monthly rent.

32. **OCCUPANCY, ASSIGNMENT & SUBLETTING:** Tenant will not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than Tenant and the following additional persons, without the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord, nor use or permit the Premises to be used for any purpose other than that of a private dwelling:

Name	Date of Birth	Sex	Relationship

33. **NOISE and BEHAVIOR:** Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents, guests and/or invitees; nor do, permit or facilitate any illegal, improper, objectionable, undesirable or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Landlord. Tenant will not permit to enter the Premises or to remain therein any person of bad or loose character or of improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice.

34. **ILLEGAL DRUGS:** If Tenant, Tenant's family, employees, agents, guests and/or invitees, engage in, permit or facilitate any drug-related criminal activity, Tenant will be deemed to have substantially and materially breached this Lease with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or of a "controlled dangerous substance" as defined in Section 5-101(f) of the Criminal Law Article of the Annotated Code of Maryland, or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a controlled dangerous substance or controlled substance.

35. **ALTERATIONS TO PREMISES:** Tenant will leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including painting and papering) to the Premises. Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to the Premises shall, at the expiration of the Lease term, or any renewal or extension thereof, be the property of the Landlord and remain with the Premises.

36. **SURRENDER OF PREMISES:** If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will make good to the Landlord all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.

37. **WAIVER OF BREACH:** Receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.

38. **INDEMNIFICATION:** Tenant agrees to indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the family, employees, agents, guests, or invitees of the Tenant.

39. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed an omission, fault, negligence or other misconduct on the part of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.

40. **TENANT HOLDING OVER:** If Tenant shall continue to occupy the Premises after the expiration of this Lease, or any renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Tenant holding over, which shall continue until either party shall mail notice to the other (pursuant to Section 18 of this Lease) at least two (2) months prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as the Tenant is in possession of the Premises, all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

41. **CONDEMNATION:** In the event the Premises, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.

42. **INSURANCE:** During the term of this Lease, and any renewal or extension thereof, Tenant shall, at Tenant's sole cost and expense, maintain renter's form homeowner's insurance coverage on the Premises providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$100,000.00 each occurrence and \$5,000.00 in

medical payments coverage; and further, providing coverage to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant against loss or damage resulting from broad form named perils on a replacement cost basis.

Tenant's Initials

43. **TENANT INDEMNIFICATION:** Tenant shall indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons, or damage to property (including the Premises) where this Lease required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so.

44. **PREJUDGMENT INTEREST:** If Tenant violates this Lease and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenant.

45. **QUIET ENJOYMENT:** The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that established by Section 8-204 of the Real Property Article of the Annotated Code of Maryland.

46. **SMOKE DETECTOR:** Landlord has installed at least one smoke detector in the Premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease term. Tenant agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord in accordance with Section 18 of this Lease.

This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.

If Tenant elects to install a dual powered smoke detector, such installation must be performed by a licensed electrician and written notice of such installation must be mailed to Landlord in accord with Section 18 of this Lease. Please note, however, that under no circumstances may Tenant remove or alter any smoke detector previously provided by Landlord.

47. **GUEST RESTRICTIONS:** Persons visiting Tenant may not reside at the Premises for more than fourteen (14) days in aggregate during any twelve (12) month period, without the prior written consent of Landlord. At any time during the term of this Lease, or any renewal or extension thereof, Landlord, in Landlord's sole and absolute discretion, shall have the right to designate specific social guests and/or invitees of Tenant or other occupants of the Premises who shall thereafter be prohibited from entering upon Landlord's property, including both the Premises and the common areas within the apartment community.

48. **PACKAGES, PARCELS, ETC.:** In the event that Landlord shall provide a facility for receiving and delivery of packages, parcels and the like, for or on behalf of Tenant, Tenant, at Tenant's sole risk, may utilize the same together with any services that may be supplied in connection with the operation thereof. No charge is made by Landlord for such accommodations and Landlord assumes no liability for any package, parcel, etc. left therein or in connection with the delivery of any of the same. It is the responsibility of the delivery company (i.e. Fed Ex, UPS, etc.) to notify Tenant of package delivery. If any package, parcel, etc. belonging to Tenant or any occupant of the Premises shall be placed in the hand or custody of any of the employees of Landlord for safekeeping or for delivery to Tenant or any occupant of the Premises, then such employee shall be deemed the agent of Tenant, and Landlord is hereby expressly released from any and all loss, damage or expense in connection therewith.

49. **PEST CONTROL:** If Landlord notifies Tenant of a scheduled extermination of the Premises, and Tenant fails to prepare the Premises for such extermination in accordance with Landlord's instructions, Tenant acknowledges that by Tenant's failure to comply with Landlord's instructions, Tenant will have prevented Landlord's exterminator from properly exterminating the building in which the Premises are located. Under such circumstances, Tenant acknowledges that Tenant will be liable for any damages or losses sustained by Landlord as a result thereof and that Tenant will have materially and substantially breached this Lease.

In addition, Tenant acknowledges that Tenant's obligation to keep the Premises in a neat, clean, good and sanitary condition includes keeping Tenant's clothing, furniture, bed frames, mattresses, bedding, curtains and storage closets free of bed bugs and their eggs.

If Tenant suspects a bed bug infestation within the Premises, Tenant must immediately notify Landlord of such suspected infestation at which time Landlord will hire a licensed pest control operator to confirm the infestation. If there is a bed bug infestation, the licensed pest control operator will develop an integrated treatment and eradication plan. The cost of inspection and treatment of the infested area will be at the expense of Landlord. Tenant shall be obligated, at Tenant's expense, to immediately have the Premises and Tenant's furniture, mattresses or other affected property prepared for treatment and, if applicable, removed from the Premises and have the infested area cleaned. In the event that the Tenant fails to grant access, prepare the Premises for treatment, or fails to permanently remove infested personal property from the Premises, Tenant acknowledges that Tenant will be liable for any damages or losses sustained by Landlord as a result thereof and that Tenant will have materially and substantially breached this Lease.

If Tenant vacates the Premises and a bed bug infestation of the Premises is subsequently discovered, Tenant will be responsible for the cost of inspection, treatment, eradication and cleaning of the Premises. In the event that a bed bug infestation spreads from the Premises into other areas of the building, whether adjacent to, above or below the Premises, Tenant will also be held responsible for the expense of inspection, treatment, eradication and cleaning of such other areas.

50. **ADDITIONAL RENT.** Notwithstanding anything herein contained to the contrary, Landlord may, upon mailing two (2) months' prior written notice to Tenant (sent in accord with Section 18 of this Lease), increase the unpaid balance of the rental due during the term hereof, or any renewal or extension thereof, and each unpaid monthly installment thereof, to reflect Tenant's pro rata share, as reasonably determined by Landlord, of any tax, assessment, levy, fee or surcharge, including any utility or environmental tax, assessment, levy, fee or surcharge (other than any income, excess profits, inheritance or estate tax), assessed to Landlord and relating to the Premises or the rental community in which the Premises is located, by any governmental authority where such tax, assessment, levy, fee or surcharge either did not exist at the commencement of this Lease or the rate of such tax, assessment, levy, fee or surcharge is increased during the term of this Lease or any renewal or extension thereof.

51. **CARBON MONOXIDE ALARM:** Landlord has supplied and installed one or more carbon monoxide alarms ("Alarm") in a central location outside of, and audible in, each sleeping area in the Premises and has provided to Tenant written information on alarm testing and maintenance, which written information Tenant acknowledges having received, such that Tenant will be able to, and will, test and maintain the Alarm according to the manufacturer's guidelines and replace batteries as needed. Except as needed for repair or routine maintenance, Tenant agrees not to remove or disconnect any Alarm or remove batteries (except to replace the batteries) and will not render any Alarm inoperable. Tenant shall immediately notify Landlord, by certified mail, of any malfunction or other problem of the Alarm.

Tenant(s) Signature(s)

52. **MILITARY SERVICE NOTICE:** Tenant shall promptly notify Landlord in writing (in accord with Section 18 of this Lease) if Tenant is currently a member of the United States military, enlists in the United States military or is discharged from the United States military during the term of this Lease or any renewal or extension thereof.

Tenant's Initials

RULES AND REGULATIONS

TENANT AGREES NOT TO:

1. **PETS:** Keep any pets in or about the Premises without the written permission of the Landlord.
2. **APPLIANCES:** Store or install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises.
3. **FURNITURE:** Keep any water-containing furniture in the Premises.
4. **WALLS AND WOODWORK:** Drive nails into the woodwork or walls of the Premises, except that Tenant may use standard picture hangers for hanging pictures, mirrors and the like. No adhesive hangers may be used.
5. **WALLPAPER, PAINT AND MIRRORS:** Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises from that utilized by Landlord.
6. **PORTABLE HEATERS:** Store, install or operate, in or about the Premises, unvented, portable kerosene-fired heaters.
7. **LOCKS:** Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Landlord. Upon termination of the tenancy, all keys to the Premises must be returned to the Landlord. If Tenant shall fail to comply with this Rule, Tenant shall pay Landlord \$40.00 for reimbursement of the cost of changing or re-keying each lock.
8. **PERSONAL BELONGINGS:** Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, elevators (if any), lawn areas or other common areas of the apartment community.
9. **APPLIANCES & UTILITIES:** Misuse or overload appliances or utilities furnished by the Landlord.
10. **OBSTRUCTIONS:** Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
11. **ADVERTISING:** Display any advertisement, sign, or notice, inside or outside the Premises.
12. **WIRES AND ANTENNAS/SATELLITE DISHES:** Tenant may not install any wire, cable, antenna or satellite dish for radio, television or other purposes, in or on the Premises, except to the extent authorized by the Federal Communications Commission and only after compliance with Landlord's Notice of Intent to Install Antenna/Satellite Dish on Exclusive Use Area (a copy of which is available from Landlord upon request).
13. **HAZARDOUS SUBSTANCES/FIRE RISK:** Tenant will not keep in or about the Premises, or place into any dumpster, any substance designated as, or containing components designated as, hazardous, dangerous, toxic, explosive, volatile or harmful and/or subject to regulation under any Federal, State or local law, regulation or ordinance, or would increase the risk of fire.
14. **LITTER:** Litter or obstruct the public halls or grounds.
15. **LAWS AND INSURANCE:** Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.
16. **THROWING OF ARTICLES:** Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.
17. **WINDOW SILLS:** Place anything on the outer edges of the sills of windows.
18. **COMMON AREAS:** Permit Tenant or Tenant's family, employees, agents, guests or invitees to loiter or play in public areas, stairways, elevators (if any), laundry rooms, or storage areas.
19. **AUTOMOBILES:** Wash, rinse, wax, service or repair any motor vehicle within the apartment community other than in areas (if any) designed by Landlord.
20. **OBSTRUCTION OF WINDOWS, ETC.:** Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Landlord's buildings.

21. **CLEANING OF RUGS, MOPS, ETC.:** Shake or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors or landings of any of Landlord's buildings.
22. **CANVASSING:** Cause the distribution in common areas of the apartment community or under apartment doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting and peddling in the apartment community is prohibited. The foregoing shall not prohibit Tenant from using direct mail solicitation or advertising in the regular communications media.
23. **CHARCOAL OR GAS GRILLS:** Use or store any charcoal or gas grills or other open flame cooking devices, or do any open flame cooking on balconies or patios.
24. **DAY CARE CENTER:** Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to any child or developmentally disabled person not related to the Tenant by blood.
25. **CLOTHES LINES:** Install, erect or utilize exterior clothes lines within the rental community.
26. **REMOVAL OF ENCUMBRANCES:** Encumber nor obstruct the sidewalks adjoining the Premises, nor allow the same to be obstructed or encumbered in any manner.
27. **WADING POOLS:** Maintain any wading pools within the rental community.
28. **WILD BIRDS AND ANIMALS:** Feed birds or wild animals so as to avoid creating unsanitary conditions and attracting unwelcome animals to the area.
29. **ODORS:** Permit any unusual or objectionable odors to permeate or emanate from the Premises.
30. **TOBACCO PRODUCTS:** Carry or smoke a lit tobacco product in any interior common area within any building within the rental community.

TENANT AGREES TO:

31. **GARBAGE & RUBBISH:** Place Tenant's garbage and rubbish for disposal only as Landlord directs.
32. **USE OF FACILITIES:** Use all facilities which Landlord provides for Tenant's comfort, such as laundry, parking areas and storage areas (if any), (none of which facilities are included in the rent) solely at Tenant's own risk, and Tenant agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Tenant's use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. Use of any of these facilities may be revoked by the Landlord without affecting the remainder of this Lease.
33. **STORAGE AREAS:** Only utilize such storage areas, if any, which are assigned to Tenant and shall allow Landlord to enter any storage area improperly utilized by Tenant and to remove the contents thereof and to dispose of or store the same at the expense and risk of Tenant. Tenant will provide a lock for the storage area utilized by Tenant.
34. **CONDITION OF PREMISES:** Keep the Premises in a neat, clean, good and sanitary condition.
35. **BALCONIES AND PATIOS:** Keep balconies and patios free of all personal belongings, except that Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner.
36. **CARPETING:** Install carpeting, with pad underneath, to cover at least eighty (80%) percent of the floor space in each room which contains wooden floors. (Unless carpeting has already been installed by Landlord).
37. **DRAPERIES:** Only use draperies and window shades which present a white exterior coloration.
38. **LOCK-OUT:** Pay a \$25.00 service charge to Landlord each time that Tenant locks himself/herself out of the Premises, and requests Landlord's assistance in gaining entry to the Premises at any time when Landlord's Rental Office is not open.
39. **PAINT:** Notify Landlord, pursuant to Section 18 of this Lease, of any flaking or chipping paint found either on the inside or the outside of the Premises.
40. **LAUNDRY FACILITIES:** Unless other hours are posted by Landlord, use laundry facilities only between the hours of 8:00 a.m. to 10:00 p.m.
41. **LIGHT BULBS:** Replace, at Tenant's sole cost and expense, all light bulbs and tubes of the prescribed size and wattage for light fixtures and appliances within the Premises.
42. **MOLD:** Remove any visible moisture accumulation in or on the Premises, to thoroughly dry any such area as soon as possible after any such accumulation, and to keep the temperature and moisture in the Premises at reasonable levels. In addition, Tenant shall promptly notify Landlord of the presence of any water leak, excessive moisture or standing water in the Premises and shall further notify Landlord of any mold growth in or on the Premises and of any malfunction in any part of the heating, air conditioning or ventilation system in the Premises. Tenant further agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

AUTOMATIC RENEWAL OF LEASE

The tenancy created under this Lease shall continue from year to year after its expiration, subject to the same covenants, agreements, rules and regulations as are herein set forth, unless Landlord mails to Tenant or Tenant mails to Landlord written notice (sent in accord with Section 18 of this Lease), at least three months prior to the expiration date of the then existing term, of said Landlord's or Tenant's intention not to renew this Lease. If the Landlord mails a notice to the Tenant of its intention to terminate the then existing Lease term, and in said notice offers the Tenant a new Lease term pursuant to the terms and conditions therein contained, and if the Tenant does not otherwise notify the Landlord (in accord with Section 18 of this Lease) within thirty (30) days of the mailing of the Landlord's notice of the Tenant's intent not to renew this Lease, the Tenant shall be considered as Tenant under the terms and conditions specified in the Landlord's notice. If more than one person shall be Tenant hereunder, notice given to or by any one of them shall bind all.

Tenant's Initials

IN WITNESS WHEREOF the parties hereto have executed this Lease, under seal, the day and year first above written.

WITNESS/ATTEST:

Owner _____
Address _____
Phone _____

By: _____, agent (SEAL)
- Landlord -

- Tenant - (SEAL)

- Tenant - (SEAL)

- Tenant - (SEAL)

- Tenant - (SEAL)

GUARANTY OF LEASE

In consideration of the execution of the aforesaid Lease Agreement dated _____ between _____, agent (Landlord) and _____ (Tenant), the undersigned does hereby unconditionally guaranty the performance of the Lease Agreement by the Tenant during the initial Lease term, as well as during any renewal or extension thereof, and as said Lease Agreement shall from time to time be modified.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty of Lease this ____ day of _____, 201____.

WITNESS:

Guarantor

Guarantor