

LEASE AGREEMENT

A LEGALLY BINDING CONTRACT
WE STRONGLY RECOMMEND RENTER'S INSURANCE!

OFFICE USE ONLY		New	_____
SCD	_____	Renewal	_____
DNRR	_____	Update	_____
DL&C	_____	Sublease	_____
		Transfer	_____

No Cash Accepted. Check or Money Order Only.

This AGREEMENT is made on: _____ (today's date), by and between: _____ ("LESSOR") and _____ ("LESSEE" jointly and severally). LESSOR hereby leases to LESSEE the premises having a street address of _____ in _____ County, City of _____, State of _____, zip code of _____ subject to all easements and restrictions of record, and the terms of this Lease Agreement. (hereinafter referred to as the "LEASED PREMISES").

I. TERM - The Lease is contingent upon the terms and conditions herein set forth.

The Lease shall commence on: _____
 The Lease will end on: _____

II. RENT

The rent shall be: \$ _____ per month

RENT IS DUE ON THE FIRST DAY OF EACH MONTH during the term of the Lease.

LATE FEE AMOUNT: \$25.00

LATE FEES ACCRUE ON THE 6TH, 13TH, 20TH, AND 27TH OF THE MONTH UNTIL RENT IS PAID IN FULL.

BAD CHECK FEE: \$25.00 + ANY APPLICABLE LATE FEES

Rent shall be paid no later than the 5th day of the month by 5:00 p.m. at the manager's office. In the event said rental payment is not received by the fifth day of the month, there shall be a late charge of \$25.00 assessed on the 6th, 13th, 20th and 27th of the month until the rent is paid in full. It is agreed that in the event any checks submitted to LESSOR by LESSEE which are returned for insufficient funds or for any other reason, that LESSEE will be responsible for the aforementioned late charges and payments to LESSOR of a "BAD CHECK CHARGE" in the sum of \$25.00 for each such instance, plus applicable financial institution fees. All funds received shall first be applied to late fees, NSF fees, pet fees, etc., then to rent charges. All common areas utility fees that are late as forth hereunder shall accrue interest at a rate of 1.8% per month until such late rent and fees and interest are paid.

III. SECURITY DEPOSIT

LESSEE shall also pay to LESSOR a security / cleaning deposit in the amount of \$ _____ and a garage door opener deposit of \$ _____ with a non-refundable redecoration fee of \$ _____ (if applicable) to be paid upon the signing of this Lease Agreement which shall be applied to offset any damages to LESSOR due to non payment of rent, physical property damage to the premises, expense of clean up necessitated by LESSEE leaving the premises in an unclean condition upon the expiration of the Lease, legal fees incurred by LESSOR in conjunction with the collection of rent or enforcement of this Lease Agreement, and/or any other expenses or charges incurred by LESSOR in conjunction with this Lease Agreement. The Tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such Tenant's security deposit at any time in lieu of payment of rent. If Tenant fails to comply with this provision, the entire security deposit shall be forfeited and the Landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due. In addition,

LESSEE must do the following to be eligible for deposit refund:

1. Fulfill the lease term.
2. Give a 60 days written notice to vacate prior to the expiration of this Lease Agreement.
3. Have all carpet areas professionally STEAM-CLEANED; you must have a receipt.
4. Clean kitchen; stove, oven, refrigerator (to include defrosting of freezer), sink, counters, and cabinets.
5. Clean the bathroom; including the sink, tub/ shower, toilet and toilet base.
6. Remove all garbage, furniture, etc., from inside and outside the premises.

I/We the undersigned have read, understand, and agree to abide by the aforesaid covenants:

Initials: _____
 Lease Agreement - Last Revision: 20-July-04.

7. Leave the apartment in the condition in which it was found.
8. Pay all outstanding rent, late fees, move-out charges, and damages.
9. Return all keys to LESSOR by 5PM of the final day of the lease.

The aforementioned security/cleaning deposit is not substitute for the last month's rent pursuant to this Lease Agreement and LESSEE shall be responsible for making timely payment of the last month's rent as called for by this Lease. The LESSEE will give LESSOR 60 days written notice before vacating leased premises. In the event the security deposit provided for herein is not sufficient to repair and restore the damage/loss, the LESSEE covenants and agrees to pay such additional amount upon demand.

III. PETS

NO PETS*

Cats allowed \$_____, nonrefundable pet fee per cat.

Cats and Dogs Allowed, \$_____ nonrefundable pet fee per cat and/or per dog

No other type of pet(s) is allowed, unless specified in writing in this contract. The pet fee (if applicable) is charged for the pets, not for the length of occupancy. *If it was not disclosed that a pet would be living in the unit the charge of \$500 shall be charged for each pet that is present in the unit, even if only for a day. The pet fee is not an "admission price," and will stay on the premises. Damage caused to the premises by any pet shall be deducted and charged from the above "SECURITY DEPOSIT". The pet fee is not to offset the cost of repairing the damage to the unit caused by the pet(s). LESSOR shall have the right to refuse acceptance of any pet for any reason at any time, solely at LESSOR's discretion.

IV. UTILITIES

LESSEE agrees to pay a pro rata share, based on the square footage of the Leased Premises, of all electricity, gas, water, sewer, trash, cable charges and any other utility fee charged to LESSOR for common area use, including but not limited to the laundry room, pool maintenance, external hose attachments, lawn and landscaping maintenance, and clubroom maintenance. IF the utilities for the leased premises are separately metered, LESSEE shall obtain, in his or her name, all utility services required on the Leased Premises, including electricity, water, sewer, trash, telephone, cable and any other utility used by the LESSEE in the Leased Premises and shall pay all charges for those services as they become due and shall be responsible for all required utility deposits. If said utilities are not separately metered, LESSEE agrees to pay a pro-rata share of said charges based upon the square footage of the Leased Premises upon demand. If the charges for the utilities assessed against the Leased Premises are not paid on demand, they shall be added to the succeeding month's rent at the option of the LESSOR, and become a part of such rent subject to the rights and remedies provided for in the lease Agreement in relation to such matters. LESSOR has option, to terminate this Lease Agreement in the event LESSEE defaults under the provisions of this section. The calculated dollar amount average for utilities within the past 12 months was:_____.

I/We the undersigned have read, understand, and agree to the Utility Information above: Initials: _____

V. EARLY TERMINATION (Buyout, Subleasing or Abandonment)

In the event that the LESSEE chooses to buyout, sublease or the LESSEE abandons the above said unit, the LESSEE must do and be responsible for the following;

Buyout:

1. The LESSEE must complete a "SUBLEASE/BUYOUT FORM" at the LESSOR's place of business, AND;
2. The LESSEE pays a fee equal to three (3) times the monthly rent. This payment includes forfeiture of the deposit, AND;
3. The LESSEE shall be responsible for all charges incurred for all move-out charges, late fees, NSF fees, pet fees, and any other fees arising under this lease Agreement, OR;
4. If a buyout form is completed by the LESSEE, but the unit is vacated and all fees have not been paid, then the LESSEE shall be bound to signed lease agreement, remaining responsible for all rent and fees until said lease expiration date. If any of the aforementioned conditions in either the Sublease or Buyout Sections are not fulfilled, LESSEE shall be liable for rent until the said expiration of this Lease Agreement.

Subleasing:

1. 60 days prior to the date of move-out, the LESSEE must complete a "SUBLEASE/BUYOUT FORM" at the LESSOR's place of business, AND;
2. The LESSEE agrees to pay a fee of \$300, AND;
3. The LESSEE agrees to locate new LESSEE who is acceptable to the LESSOR and who is willing to accept responsibility for the premises, pay a separate security deposit and sign a new Lease Agreement supplied by LESSOR, AND;

I/We the undersigned have read, understand, and agree to abide by the aforesaid covenants:

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4. The LESSEE shall be charged for any and all other expenses involved in the transition between the LESSEE listed in this document and the new LESSEE including but not limited to utility fees, repair costs, unpaid rent and any other fees arising under this Lease Agreement. These costs to be determined solely by the LESSOR, AND;
5. The new LESSEE remains in the unit and pays said rent for the above said property until the above stated expiration date of this Lease Agreement, OR;
6. If a subleasing form is completed by the LESSEE, but the unit is vacated and a new LESSEE does not sign a new lease then LESSEE is bound to signed lease agreement, remaining responsible for all rent and fees until lease expiration date.

If the above 5 items are fulfilled, then the LESSEE's security deposit (less charges due) shall be returned by the LESSOR within 30 days of the above said lease expiration date.

Abandonment:

1. In the event LESSOR determines in good faith that LESEE has abandoned the premises without notice, LESSOR may declare the lease terminated immediately or may continue the lease until the unit is re-rented.

VI. TERMS & CONDITIONS

LESSEE hereby agrees to the following:

1. Failure to comply with the Terms and Conditions of this lease will result in the immediate termination of the lease with all associated fees applied as appropriate.
2. To use and occupy the premises for residential purposes only, to permit only the persons named above to occupy the premises, and to notify LESSOR immediately of any changes in the occupants listed above. All tenants occupying the premises must have an application on file, pay all necessary fees, including but not limited to the application fee, and have their signature(s) on both sides of this Lease Agreement.
3. To use premises in a careful, considerate, and law-abiding manner and not to permit or commit any act interfering with the reasonable enjoyment of peace and quiet on the part of neighbors. LESSEE, or members of the tenant's household, or guest or other person under the LESSEE's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms, on or near the Leased Premises or common areas. LESSEE, any member of the tenant's household, or a guest or other person under the LESSEE's control shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the Leased Premises, or common areas.
4. Not assign, transfer, or sublet the premises or any portion thereof without LESSOR'S written consent as set forth in Section V above. In the event LESSOR approves subletting, the original LESSEE shall not be released from liability under this lease contract until the expiration thereof, nor shall LESSOR's collection of sums due from the SUBLESSOR constitute the original LESSEE's release from responsibility under this lease contract.
5. To report all necessary repairs to LESSOR immediately. LESSEE shall be responsible for all materials and labor required to complete maintenance made necessary by negligence on the part of LESSEE or LESSEE's guests. This shall include all broken windows, drain stoppages, blown electrical fuses, and maintenance calls found to be unnecessary. LESSEE shall make no alterations to the premises without LESSOR's consent. All alterations made by LESSEE with LESSOR's prior consent become LESSOR's property and shall not be removed from the Leased Premises.
6. To never, under any circumstances, withhold rent payment in lieu of any repairs LESSEE deems necessary to any part of the premises, interior, exterior, or common.
7. To allow LESSOR and/or LESSOR's agents, and LESSOR's employees to examine, repair, and show the property to prospective buyers and to prospective residents. The LESSOR may enter the Leased Premises at any time where such entry is made necessary by an extreme hazard involving the potential loss by fire or severe property damage, and between 8:00 am and 8:00 PM in order to inspect the Leased Premises, make repairs thereto, to show the same to a prospective or actual purchaser or tenant, pursuant to court order, or if the Leased Premises appear to be abandoned.
8. In the event that the premises is partially destroyed or rendered partially unfit for occupancy by fire, flood, tornado, or other such event, LESSEE shall give immediate notice to LESSOR and LESSOR shall make repairs that, in LESSOR's judgment, are needed to return the premises to a state fit for occupancy. During the period in which the repairs are made, LESSOR shall not be responsible for providing temporary housing. In the event that the premises is totally destroyed or rendered totally unfit for occupancy by fire, flood, tornado, or other such event, and the LESSOR does not return the premises to a habitable state within 45 days, this Lease Agreement shall terminate.
9. LESSOR is not responsible for any personal belongings in or on the Leased Premises. LESSOR shall not be responsible to LESSEE, LESSEE'S guests, or any other persons for any damage caused to persons or property by act, negligence or omission on the part of LESSEE, LESSEE's guests, or any other persons or caused by theft, fire, flood, tornado, broken pipes, clogged drains, sewer pipes, sleet, ice, explosion, accident, electrical wiring, plumbing damage, vermin or insect

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- infestation or other such event. LESSEE shall hold LESSOR harmless from all claims, including attorney's fees for claims brought by LESSEE, LESSEE's guests, or any other such persons for such events.
10. Upon termination of this Lease Agreement in any manner, LESSOR may re-enter the Leased Premises and remove any and all persons or property, and repossess and enjoy the Leased Premises again. LESSOR's court costs and attorney's fees will be the complete responsibility of LESSEE.
 11. In the event that legal action becomes necessary to remove LESSEE from the Leased Premises or collect moneys owed to LESSOR by LESSEE, LESSOR's court costs and attorney fees will be the complete responsibility of LESSEE.
 12. Repair costs to the Leased Premises, upon the LESSEE's move out, shall solely be determined by LESSOR. Within 30 days following LESSEE's vacation of the Leased Premises, LESSOR shall provide LESSEE with an itemization of deductions from the security deposit for unpaid rent, repair costs, or other charges assessed against the deposit.
 13. No hangers, fixtures or posters with adhesive may be used on the walls. Use pins or small nails with discretion.
 14. Insect control is not provided on a regular basis. If insects are noticed, it is the LESSEE's responsibility to call LESSOR, each time treatment is needed. LESSOR has 30 days from the date LESSEE contacts LESSOR to resolve the insect problem. This 30 day period applies to each occurrence.
 15. LESSEE shall not keep vehicles with flat tires, expired tags, or nonfunctional motors on the premises. Any nonfunctional, unauthorized, or unlicensed vehicle found on the premises may be towed at any time without notice at owner's expense.
 16. Motorcycles, including mini bikes, may not be parked on porches, balconies, breezeways, or inside the Leased Premises.
 17. No motor vehicles may be parked or driven on the grass. Violators will be towed at the owner's expense.
 18. During winter, heat must be on and set to a minimum of 50 degrees Fahrenheit to prevent pipe damage due to freezing temperatures.
 19. A working smoke alarm is installed in the Leased Premises. It is the LESSEE's responsibility to keep a fresh battery in the smoke detector and immediately report broken smoke detectors to LESSOR.
 20. The premises and structure are covered by an insurance policy. LESSEE's or LESSEE's guests' possessions are not covered in any way by this policy. It is the LESSEE's responsibility to acquire adequate coverage for said possessions.
 21. A "MOVE-IN, MOVE-OUT" form shall be provided to LESSEE on the date the lease is signed. The LESSEE assumes responsibility and promises to return a completed copy of this form to the LESSOR within 2 days of the commencement of this Lease Agreement. IF FOR ANY REASON, INCLUDING INADEQUATE POSTAL SERVICE, THIS FORM IS NOT RECEIVED BY THE LESSOR WITHIN THE 2 DAY PERIOD, THE LESSEE AGREES TO PAY FOR ANY AND ALL DAMAGE TO THE APARTMENT WHETHER CAUSED BY LESSEE OR ANOTHER PARTY, BEFORE, DURING OR AFTER THIS LEASE. Damages shall be determined solely by LESSOR. It is strongly recommended that the LESSEE physically return the completed "Move-In" form to LESSOR and acquire a written receipt for this form. LESSEE agrees that he or she has inspected the Leased Premises prior to the execution of this Lease Agreement and finds same to be in good order, condition, and repair except as what may be indicated on the "MOVE-IN, MOVE-OUT" form.
 22. The LESSEE will make no alterations, repairs, or improvements, or paint any portion of the Leased Premises, without written consent of LESSOR. Any alterations, improvements or repairs shall become part of the Leased Premises and may not be removed by LESSEE at any time.
 23. The LESSEE shall operate no stereo, television, appliance, tool, or other item at a volume above room level, or allow voices of LESSEE or guests to reach higher than room level.
 24. **All furniture, furnishings, and other property kept on the premises and belonging to LESSEE shall be, and hereby is made, subject to a lien for all unpaid rent & fees hereunder LESSEE hereby waives the benefit of all exemption laws and LESSEE further agrees that said furniture and furnishings and all other property kept on the Leased Premises may be sold by LESSOR in satisfaction of any amount owed by LESSEE to LESSOR if said amount is not paid within 30 days after the same becomes due.**
 25. LESSOR shall have the right to take possession of personal property left or abandoned in the premises by LESSEE after LESSEE has vacated the premises. It is understood that LESSOR will not be responsible to LESSEE or the owner of such property for any damages in the event said property is moved/stored. Said property shall become the property of the LESSOR being deemed abandoned property 30 days after LESSOR has taken possession of the same. In addition, LESSEE shall be responsible for reasonable storage charges incurred by LESSOR in connection with said property.
 26. LESSEE shall hold and save LESSOR harmless from any claim, demand, damages, costs, and expenses, including attorney fees, for defense of such claims and demands arising from negligence of LESSEE on the Leased Premises or his or her use of Leased Premises, or from any breach on the part of LESSEE of any conditions of this Lease Agreement, or any act of negligence of LESSEE or Lessor's guests or any other person, regardless of whether or not it is caused in part by a party indemnified hereunder. In case of any action or proceeding brought against LESSOR by reason of any such claim, LESSEE, upon notice to LESSOR, agrees to defend the action or proceeding by counsel acceptable to LESSOR.

I/We the undersigned have read, understand, and agree to abide by the aforesaid covenants:

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27. Landlord and Tenant each agree to and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease the relationship of Landlord and Tenant, Tenant's use or occupancy of the premises and/or any claim of injury or damage, and any statutory remedy.
28. The LESSOR will not prorate or refund any rent paid in advance, prior to the expiration of the Lease Agreement, including any renewals.
29. For each day the LESSEE retains possession of the Leased Premises after the date of the expiration of the Lease Agreement, LESSEE agrees to pay double the rent.
30. If LESSOR maintains a swimming pool, the operation of such is solely at LESSOR's discretion and may be opened or closed at anytime without notice. Rent credits will not be given during such times when LESSOR deems pool must be closed. While said pool is open, use of such will be at LESSEE's own risk; as no life guard will ever be on duty. All guests to the premises and children under the age of 18 must be accompanied by a resident adult at all times. No glass or metal containers are allowed inside the pool area. No alcohol is allowed inside the pool area. All posted pool rules must be followed at all times. Pool privileges may be revoked at any time for any reason.
31. No waiver of any condition or covenant of this Lease Agreement by either party hereto shall be deemed to imply or constitute a further waiver by such party of the same or any other condition or covenant. **Landlord may terminate this lease for violation of any of the terms hereof upon 5 days written notice to tenant in person, by mail, or by posting on the unit door.**
32. No amendment or change or addition to this Lease Agreement shall be binding upon LESSOR and LESSEE unless reduced to writing and signed by the parties hereto. It is hereby agreed that this is the entire agreement of the parties.
33. If any provision of this Lease Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease Agreement, such provision shall be fully severable, and this Lease Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Lease Agreement.
34. Tenant agrees to abide by all additional and future apartment rules as LESSOR may adopt and notify LESEE of in writing.
35. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assignees.

MOVE-IN CHARGES			PAYMENTS		
Application Fee	\$ _____	Date _____	Amt Received	\$ _____	
Security Deposit	\$ _____	Date _____	Amt Received	\$ _____	
Garage Door/Opener (if applicable)	\$ _____	Date _____	Amt Received	\$ _____	
Pet Fee (if applicable)	\$ _____	Date _____	Amt Received	\$ _____	
First Month's Rent	\$ _____	Date _____	Amt Received	\$ _____	
TOTAL DUE	\$ _____	Date _____	Amt Received	\$ _____	
Special Comments, Lease Exceptions:					

I/We the undersigned have read, understand, and agree to abide by the aforesaid terms and conditions:

_____	_____	_____
Manager	Property	Tenant
_____	_____	_____
Tenant	Tenant	Tenant

I/We the undersigned have read, understand, and agree to abide by the aforesaid covenants:

Initials: _____