

Apartment Lease Contract

Date of Lease Contract: \_\_\_\_\_  
(when the Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

**Moving In -- General Information**

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and us, the owner:

(name of apartment community or title holder). You've agreed to rent Apartment No. \_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Kentucky, \_\_\_\_\_ (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

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

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than \_\_\_\_\_ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, and ends at midnight the \_\_\_\_\_ day of \_\_\_\_\_.

This Lease Contract will automatically renew month-to-month unless either party gives at least \_\_\_\_\_ days written notice of termination or termination or intent to move out as required by paragraph 37. If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ \_\_\_\_\_, due on or before the date this Lease Contract is signed. An annual deposit will be stated in any annual addendum. Your security deposit will be held in a financial institution escrow account as shown on page 6, until disposition. You acknowledge that you have received a list of any damages existing in the unit prior to move-in, and that you have had an opportunity to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. You acknowledge that you have signed such list of existing damages, or signed an attached statement detailing your objections to such list. Your failure to sign such list or attach a statement detailing objections will be deemed a waiver by you.

5. **KEYS AND FURNITURE.** You will be provided \_\_\_\_\_ apartment key(s), \_\_\_\_\_ mailbox key(s), and \_\_\_\_\_ other access devices for your apartment will be [check one]:  furnished or  unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ \_\_\_\_\_ per month for rent, payable in advance and without demand: [check one]

at the on-site manager's office or  
 at our online payment site, or  
 at \_\_\_\_\_

Prorated rent of \$ \_\_\_\_\_ is due for the remainder of the [check one]:  
 1st month or  2nd month, on \_\_\_\_\_

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless expressly authorized, upon proper statutory notice. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks.

If you don't pay all rent on or before the \_\_\_\_\_ day of the month, you'll pay additional rent of \$ \_\_\_\_\_. You'll also pay a charge of \$ \_\_\_\_\_ for each returned check, plus any additional rent (as set forth above) from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this

Lease Contract will be authorized. We'll have all other remedies for such violation.

If the following box is marked, you have received the following concessions listed below. Concessions are inducements for you to sign a lease for the particular apartment in this community:

\_\_\_\_\_

The total value of concessions you have received over the full term of your lease is \$ \_\_\_\_\_. While we are happy to offer concessions to you, concessions depend on your full and complete compliance with all of the terms of the lease and that you remain a resident for the full term of your lease. Therefore, in the event you are determined to be in default of your lease agreement, or terminate your lease for any reason prior to the ending date provided in Paragraph 3 of this Lease, all future concessions are terminated and hereby held void. Any concessions received through the date of default or termination are hereby forfeited and are immediately due and payable to us.

7. **UTILITIES.** We'll pay for the following items, if checked:  
 water  gas  electricity  master antenna  
 wastewater  trash  cable TV  other

You'll pay for all other utilities, related deposits and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If the apartment is submetered for electricity, water, or gas, a submetering addendum is attached to this Lease Contract in compliance with state agency rules. If a mastermetered water bill or any central system costs for the apartment are prorated among our residents by an allocation formula, a utility allocation addendum is attached in compliance with applicable law.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one]  required to purchase personal liability insurance  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 10 days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.

**What You Are Now Requesting.** You now request the following to be installed at your expense (if one is not already installed):

keyed deadbolt lock  doorviewer  
 keyless deadbolt  sliding door pinlock  
 sliding door bar

**Payment for Rekeying, Repairs, Etc.** In addition to reimbursement for any damages for which you are liable under this Lease Contract, you must pay for all repairs arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant, or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

**Special Provisions and "What If" Clauses**

10. **SPECIAL PROVISIONS.** The following special provisions and any addendums or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

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

See page 6 for any additional special provisions.

11. **EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice required in paragraphs 23 or 37; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

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Not a Release. The reletting charge is not a cancellation fee, buyout fee, or repayment of concessions or forfeiture of concessions and does not release you from your obligations under this lease contract. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Those amounts are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **DISPOSITION OF PROPERTY LEFT IN YOUR APARTMENT AFTER SURRENDER, ABANDONMENT, OR EVICTION.** Definition of Surrender And Abandonment of Apartment. You have "surrendered" the apartment when: (1) the move out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

You have "abandoned" the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for nonpayment of rent for 7 consecutive days or water, gas, or electric service for the apartment not connected in our name has been disconnected or terminated; and (4) you've not responded for three days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

**Entry and Disposition of Your Property.** Immediately after surrender, abandonment, or eviction, we may in accordance with law enter and take possession of the apartment; remove, store, sell, or throw away property left in the apartment when authorized below; and exercise other rights under paragraph 42 relating to cleaning, repairs, and security deposit deductions.

**Removal of Your Property.** All property left in the apartment or common areas by you or others after eviction or after surrender or abandonment of the apartment may be removed by us or (law) officers, at your expense.

**Storage of Your Property.** We may store but have no duty to store property removed after judicial action or after you have surrendered or abandoned the apartment. We're not liable for casualty loss, damage or theft of stored property. You must pay reasonable charges for our packing, removing, storing, selling, and disposing of such property.

### While You're Living in the Apartment

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. ~~Entranceways~~ may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and other common areas. You, your occupants, or guests may not anywhere in the apartment complex: use candles or use kerosene lamps or kerosene heaters without our prior written approval; store anything in closed spaces having gas appliances; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

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

You must notify us in writing of any anticipated extended absence from the premises in excess of 7 days no later than the first day of the extended absence. You will be responsible for any damages incurred as a failure to so notify us.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to

**Redemption of Your Property.** If we've stored property under this paragraph, you may redeem it prior to sale or disposition under the following subparagraph by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, attorney's fees, etc. You must pay reasonable charges for our packing, removing, and storing such property. We may require payment by cash, money order, or certified check. If you request in writing, we will provide you an accounting of amounts owed. We may return redeemed property at the place of storage, the management office, or the apartment (at our option).

**Disposition or Sale of Your Property.** Immediately after removal, we may throw away or give to a charitable organization property removed by us under this paragraph (except for animals and property removed after a death of a sole resident). If we've stored property under this paragraph, we will sell it by sale which will be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice will itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Animals removed after surrender, abandonment, or judicial eviction will not be sold; but we may board them or turn them over to local authorities or humane societies. If property is sold: the sale may be public or private, may be subject to any third-party ownership or lien claims, must be to the highest bidder, and may be in bulk, in batches, or item-by-item.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due; and we may end your right of occupancy and recover damages, future rent, reletting charges, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.

15. **RENT INCREASES AND LEASE CHANGES.** No rent increases or lease changes are allowed before the initial lease term ends, except for changes allowed by any special provisions in paragraph 10, by any signed written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. At least 5 days before the advance notice deadline (referred to in paragraph 3, we give you written notice (via certified mail or hand delivery) of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease charges. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37.

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay so long as the delay is not willful or in bad faith on our part. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing upon at least 5 days notice and must be delivered to our place of business through which the rental agreement was made or to any place held out by us as the place for receipt of communications, or mailed by certified mail to the landlord to either of the two locations listed immediately above. After termination, you are entitled only to refund of deposit(s) and any rent and security deposit paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

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

another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: loud or obnoxious conduct; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in a way that may alarm others; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community.

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

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

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22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31, or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
23. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:
- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
  - (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the Security Guidelines in paragraph 36.

**Smoke Detectors.** We'll furnish smoke detectors as required by any state or local government, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We will comply with other requirements of any applicable government entity regarding smoke detectors. We may replace dead or missing batteries at your expense. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If the foregoing are violated or you fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow, but may remove any amount with or without notice. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather: (1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guest or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You have received a list of damages existing in the apartment prior to move-in, and you have had an opportunity to inspect the premises to check the accuracy of such listing. You must either sign the list or sign an attached statement detailing your objections to the list, and must return a copy to us. (See also paragraph 4). Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the

apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, additional phone or TV-cable outlets, washing machines, alarm systems, or lock changes, additions, or rekeying is permitted unless it is statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconstructions. Rent will not abate in whole or in part.

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

27. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional, verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, 24 hours written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. Prior notice of entry in paragraph 28 is waived for these purposes. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

28. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergency) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

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29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including safe notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of

lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds and deduction itemizations of multiple residents will comply with paragraph 42.

### Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents procure a replacement resident acceptable to us before moving out and we expressly consent to the replacement or subletting, then:
- (1) a reletting charge *will not* be due;
  - (2) a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
  - (3) you *will* remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or security-deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

31. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:
- (1) keep common areas reasonably clean, subject to paragraph 25;
  - (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
  - (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
  - (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

suit, we may still accept rent or other sums due. Such filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right except when you have in a timely manner cured a default after notice. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under the law only as follows: (a) you must deliver to us written notice specifying the acts and omissions constituting the breach, stating that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 14 days from the date of receipt of the notice; (b) if the breach is remediable by repairs, the payment of damages or otherwise and we adequately remedy the breach before the date specified in the notice, the rental agreement shall not terminate by reason of the breach. If substantially the same act or omission which constituted a prior noncompliance covered by subsection (a) above for which notice was given recurs within 6 months, then you may terminate the rental agreement upon at least 14 days written notice specifying the breach and the date of termination of the rental agreement. You may not terminate for a condition caused by the deliberate or negligent act or omission of you, a resident of your unit, or any guests. Security deposits and prorated rent will be refunded as required by law.

**Acceleration.** All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations under paragraph 32.

32. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract, including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in VRS 218A.500; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20; or (8) you or any occupant, in bad faith, make an invalid complaint to an official or employee of a utility company or the government.

**Forfeiture of Concessions.** In the event of default, all concessions you have received are considered forfeited and immediately due and payable to us. Any concession that you would otherwise be entitled to from and after the date of default are hereby considered void.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) you must pay holdover rent in advance on a daily basis and such rent will be delinquent without notice or demand; (2) your rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over. We may also file suit for possession and recover up to three months periodic rent or threefold the damages sustained by us, whichever greater, plus attorney's fees.

**Lease Termination for Nonpayment of Rent.** If your default is for nonpayment of rent, we may give you written notice that your Lease Contract will terminate 7 days after you receive the notice if the rent is not paid in full by the end of those 7 days. If rent is not paid in full by the end of this 7-day period, your Lease Contract will terminate automatically (on the 8th day) without further notice. At our option, our written notice may give you a longer period in which to pay your rent.

**Eviction.** If you default, we may end your right of occupancy by giving you notice according to subparagraphs (a) or (b) above. Notice may be made by the notice procedure specified in subparagraph (b) above. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums, or to file or continue with eviction proceedings.

**Lease Termination for Other Reasons.** If the reason for your default is for other reason(s), we may deliver to you a written notice specifying the acts and omissions constituting the default and stating that your Lease Contract will terminate 14 days after your receipt of the notice if the default is not remedied by the end of those 14 days. If the default has not been remedied by the end of this 14-day period, or if the default cannot be remedied, your Lease Contract will terminate automatically (on the 15th day) without further notice. At our option, our written notice may give you a longer period in which to remedy your default. If substantially the same act or omission which constituted a prior default for which notice was given to you recurs within 6 months of that previous default, we may terminate the Lease Contract upon 14 or more days written notice to you, specifying the default and the date of termination of your Lease Contract.

**Other Remedies.** We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for lease termination, possession, damages, rent, and all other monies due. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover, to the extent allowed by statute, from the nonprevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear the highest lawful rate of interest (no less than 12%) per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. We may turn any returned checks over to law enforcement officials for prosecution according to law.

Delivery of any of the above notices may be by: (1) certified mail, return receipt requested; and/or (2) personal delivery to any resident; and/or (3) personal delivery at the apartment to any occupant over 16 years old. If notice is mailed, you are deemed to be in receipt of it two days after it is mailed. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent. After giving notice of default, notice to vacate, notice of lease termination, or filing an eviction

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

### General Clauses

33. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract 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 us or our representatives unless in writing. Our representatives must give you a written release when this Lease Contract entitles you to a release. No

action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, or other rights isn't a waiver under any circumstances. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

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Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our nonliability and nonduty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located. All provisions of KRS Chapter 383 relating to residential leases shall apply to this Lease Contract.

**WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

34. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current

rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent (which is due on the first) are due upon our demand. After the due date, we do not have to accept the rent or any other payments except as provided in the lease termination provisions of paragraph 32.

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

### Security Guidelines for Residents

36. **SECURITY GUIDELINES.** In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

#### PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows--even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If young children (who are old enough to take care of themselves) are left alone in your apartment, instruct them to engage the keyless deadbolt and not let anyone in when you are gone--regardless of whether they are total strangers or apartment maintenance or management personnel.
5. Don't put your name, address, or phone number on your key tag.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authority first, then call the management.
8. Check your smoke detector monthly for dead batteries or malfunctions.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management in writing, dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management in writing, dated and signed--any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

#### PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any doorhandle lock, keyed deadbolt lock, sliding door pinlock, sliding door doorhandle latch, and sliding door bar that you have.

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

#### PERSONAL SECURITY--WHILE USING YOUR CAR

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

#### PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

### When Moving Out

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the lease or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 23). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

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

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

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. At the termination of your tenancy, we will inspect the premises and compile a comprehensive listing of any damage to the apartment against which we propose to withhold a portion of your security deposit and the estimated dollar cost of repairing such damage. You shall then have the right to inspect the apartment to ascertain the accuracy of our listing. We and you shall then sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If you refuse to sign such listing, you must state specifically in writing to which items on the list you dissent, and then sign such statement of dissent. If you dispute the accuracy of our final damage listing and choose to bring a claim against us for your security deposit, your claim is, by statute, limited to those items to which you specifically dissented, and if you fail to sign the listing or specifically dissent in accordance with this provision, you are not entitled to recover any

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damages under this Section. If you leave owing rent, concessions or other monies other than for damages, we may, in the event you do not demand return of the deposit within 30 days after you vacate the apartment, remove any excess deposit from the escrow account and apply such excess to any other debt owing to us. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

- 39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-

alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, and, if allowed by statute, attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

- 42. **DEPOSIT RETURNS.** At the termination of occupancy, we'll inspect the premises and compile a listing of any damage to the apartment which is the basis for any charge against the security deposit. You have the right to inspect the premises to ascertain the accuracy of such listing. If no rent is due at the time of move-out, surrender or abandonment, we will mail you such list. You will have 60 days from the post mark date to contact us to receive your refund. If we have not received a response from you within 60 days of the postmark of our notification to you, we may remove the deposit from the account into which it was originally put, and retain it free from any claim by you or any person claiming it on your behalf.

*Surrender and abandonment* are defined in paragraph 13. Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, or eviction doesn't affect our duty to give you prorated credit for rent later received from others during the remainder of your lease term or renewal period. See also paragraph 13 relating to our rights regarding personal property left in the apartment.

**Signatures, Originals and Attachments**

- 43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum, dated \_\_\_\_\_
- Community Policies Addendum, dated \_\_\_\_\_
- Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: \_\_\_\_\_)
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum, dated \_\_\_\_\_
- Lease Contract Buy-Out Agreement
- Intrusion Alarm Addendum, dated \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

Resident or Residents (all sign below) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Owner or Owner's Representative (signing on behalf of owner) \_\_\_\_\_

Address and phone number of owner's representative for notice purposes \_\_\_\_\_  
 \_\_\_\_\_

Name, address, and account number of financial institution in which security deposit will be deposited (must be filled out) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name and address of locator service (if applicable) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Person authorized to manage the premises \_\_\_\_\_  
 \_\_\_\_\_

Date form is filled out (same as on top of page 1) \_\_\_\_\_

You are legally bound by this document. Read it carefully before signing.  
 You are entitled to receive an original after it is fully signed. Keep it in a safe place.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 1). \_\_\_\_\_  
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