

# LEASE AGREEMENT

In consideration of the agreements of the Tenant(s), known as

\_\_\_\_\_, the Owner, hereby rents them the dwelling located at \_\_\_\_\_ for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and monthly thereafter until the 27<sup>th</sup> day of \_\_\_\_\_, 20 \_\_\_\_, at which time this agreement is terminated. Tenant(s), in consideration of Owner's permitting them to occupy the above premises, hereby agree(s) to the following terms: The sum of \$ \_\_\_\_\_, evidenced by \_\_\_\_\_, as a deposit receipt, which upon acceptance of this rental agreement, the Owner/Agent of said premises hereinafter referred to as Owner, shall apply said deposit as follows:

	<i>Amount Received</i>	<i>Balance Due</i>
Total Rent due for entire term \$ _____	\$ _____	\$ _____
Rent for the period from _____ to _____	\$ _____	\$ _____
Security Deposit _____	\$ _____	\$ _____
Key Deposit / Oil Co. Deposit _____	\$ _____	\$ _____
Last Month's prepaid rent _____	\$ _____	\$ _____
Real Estate Commission _____	\$ _____	\$ _____
Cleaning charge (See # 37) _____	\$ _____	\$ _____
<b>TOTAL</b> _____	<b>\$ _____</b>	<b>\$ _____</b>

In the event that this agreement is not accepted by the Owner or his authorized agent, within \_\_\_\_\_ days, the total deposit received shall be refunded. Tenant hereby offers to rent from the Owner the premises situated in the city of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, described as \_\_\_\_\_ upon the following terms and conditions:

**1. TERM** The term hereof shall commence on \_\_\_\_\_, 20 \_\_\_\_.

(Check one of the following alternatives):

Until \_\_\_\_\_, 20 \_\_\_\_.

Either shall terminate the same by giving the other party \_\_\_\_\_ days written notice delivered by certified mail, provided that tenant agrees not to terminate prior to the expiration of \_\_\_\_\_ months. Tenant agrees to cooperate with Owner in the showing of the premises for sale or re-rental and agrees to make premises accessible and in "show condition" once notice is given to vacate.

**2. RENT** Rent shall be \$ \_\_\_\_\_ per month, payable in advance, upon the \_\_\_\_ day of each calendar month to Owner or his authorized agent, at the following address:

\_\_\_\_\_  
 or at such other places Owner may designate. In the event that Owner provides self addressed envelopes and/or payment booklet, it shall be for tenant's convenience only. Prompt payment of rent shall be tenant's responsibility regardless of whether tenant has a supply of envelopes or payment booklet. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when the Tenant signs this lease. Tenant may be required to pay other charges to Owner under the terms of this lease. They are to be called "additional rent." Added rent charges can result when Owner or his agent must pay for any expenses which are the tenant's responsibilities under the terms of the lease. Late charges, attorney's fees and any expenses related to the enforcement of this lease shall be classified as "additional rent." This additional rent is payable as rent, together with the next monthly rent due. If tenant fails to pay additional rent on time, Owner shall have the same rights against tenant as if it were a failure to pay rent. Lease violation penalty fees shall be classified as additional rent.

The whole amount of rent is due and payable when this lease is effective. Payment of rent in installments is for tenant's convenience only. If tenant defaults, Owner may give notice to tenant that rent may no longer be paid in installments, and the entire rent for the remaining part of the term will be due and payable. The last day of the lease shall be three (3) days prior to the end of the last month. The amount of the yearly rent has been adjusted to reflect said termination date.

**3. LATE FEES** In the event rent is not received by the \_\_\_\_\_(\_\_\_\_\_) day after due date, Tenant agrees to pay a late charge of \$ \_\_\_\_\_. Additional late charges of \$ \_\_\_\_\_ will be incurred for each day rent is late beyond the \_\_\_\_\_(\_\_\_\_\_) day of the month. Tenant agrees to further pay \$ \_\_\_\_\_ for each dishonored bank check. After the tenth day that rent has not been paid, further legal action will be taken at Tenant's expense. Tenant acknowledges that untimely payments may adversely affect credit rating. Unpaid late charges and/or attorney's fees shall be classified as "additional rent." Additional rent that remains unpaid after 30 days from the date incurred shall constitute a breach of this lease. Tenant also understands that late fees shall be applicable if a dishonored bank check, bank error and/or out of state/non-local check prevents Owner from receiving rent money on time.

**4. DISCOUNT CLAUSE** A discount is offered to the tenant as an incentive to pay rent before its due date. If rent is received by 5:00 P.M. \_\_\_\_\_ days before its due date or sooner, the tenant may deduct \$ \_\_\_\_\_ making the payment \$ \_\_\_\_\_. Payment shall only be deemed made as of the date received by the Owner or his agent, and not by the postmark on the envelope.

**5. USE** The premises shall be used as a residence by the undersigned tenants with no more than \_\_\_\_ occupants, and for no other purpose, without written consent of the Owner. Occupancy by guests staying over 7 days will be a violation of this provision. In the event any other people occupy and live in this rental, in any capacity, without Owner's written consent, it will constitute a breach of this lease, and the Owner at his sole option may terminate this lease.

**6. UTILITIES** Tenant shall be responsible for the payment of all utilities and services for the entire premises.

**7. HOUSE RULES** In the event that the premises are a portion of a building containing more than one unit, or a single family dwelling, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including but not limited to rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas. Tenants agree to use carpeting or area rugs on any bare wood floors above another dwelling. Tenants agree to provide their own trash cans and to bring them in after collection.

**8. MAINTENANCE, REPAIRS OR ALTERATIONS** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Once notice is given to vacate, Tenant agrees to keep the premises in "show condition". "Show condition" means as clean, orderly and undamaged as when received. Upon vacating, Tenant shall deliver premises vacant and clean. In the event the premises are returned in condition poor enough to prevent Owner from re-renting to a qualified new tenant, Tenant shall be responsible for rent lost as well as the cost of restoration of the rental to the condition it was at the commencement of this lease. Tenant shall be responsible for damages caused by his negligence and that of his family, invitees or guests.

> **PAINT** Tenant shall not paint, paper or otherwise redecorate without the prior written consent of the Owner. All paints, materials and work plans must be approved in writing by Owner or his authorized agent. Tenant shall be responsible for paint spills/clean-ups or damages as a result of paint related work.

> **GROUND**s Tenant shall be required to irrigate and maintain any surrounding grounds, including the trimming of lawns, trees, shrubbery and keep same clear of leaves, rubbish and weeds. Tenant is responsible for snow and ice removal from walks, driveways, steps and any areas where safety should be observed. It is agreed that Tenant shall not use any salt on stoops or walkways. Calcium chloride is recommended instead for de-icing, and is not harmful to the masonry.

> **LEADERS AND GUTTERS** Tenant is responsible for keeping leaders and gutters, if any, free of leaves, sticks and any accumulations that may occur. If the property is heavily treed, leaders and gutters may need clearing several times a year.

> **BASEMENTS AND GARAGES** In the event the dwelling has a basement or garage, use of the basement or garage is not included in the rent, nor shall it be considered living space. Any use of the basement or garage shall be at Tenant's own risk. Tenant agrees to be responsible for maintaining these areas properly, including using a dehumidifier in the basement to minimize moisture.

> **WINDOWS** Tenant is responsible for the cleaning and maintenance of the windows on the premises. If any window(s) or screen(s) become damaged or broken as a result or during the term of this tenancy, the Tenant will be responsible for repair(s). Tenant agrees to observe care and caution when installing and removing any window unit air conditioners.

> **ADDITIONAL ITEMS** Storm doors are not included in the rental. Light bulbs shall have a wattage of no higher than 60 watts. Should Tenant attach any fixtures, blinds or any other objects to the real property by nails, screws or glue, it is agreed that these objects will remain with the premises and be may be subject to cost of removal at Owner's discretion. Tenant shall not install or authorize installation of any wiring on the premises which requires the drilling of holes into the dwelling, without Owner's written consent. In the event a requested serviceman is unable to gain access to premises for agreed repairs, Tenant shall be responsible for a service charge of \$35.00 payable as "added rent". Tenant is responsible for minor repairs such as light switches, replacing light bulbs, doorknobs, broken windows, leaking faucets, minor toilet problems, etc. Repairs resulting less than \$175.00 shall be deemed minor repairs. Should Tenant neglect maintenance responsibilities, Owner or agent may assume them on Tenant's behalf and any expenses incurred by Owner in connection therewith shall be additional rent (added rent), payable to Owner on demand.

**9. ORDINANCES & STATUTES** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, of which may hereafter be in force pertaining to the use of the premises.

**10. SPACE "AS IS"** Tenant has inspected the premises. Tenant states that they are in good order and repair and takes premises "as is".

**11. ASSIGNMENT AND SUBLETTING** Tenant shall not assign this agreement or sublet any portion of the premises.

**12. PETS** No pets shall be brought on the premises without prior written consent of the Owner.

**13. PESTS** Tenant agrees to be responsible for the extermination of any insect or wildlife pest infestation during or as a result of the tenant's occupancy. Tenant shall be responsible to immediately remedy any such infestations as soon as any pest problem is observed.

**14. APPLIANCES** The dwelling may contain various appliances, such as stoves, microwave ovens, refrigerators, dishwashers, laundry machines, garbage disposals and compactors, central or individual air conditioners, dehumidifiers, automatic garage door opener, etc. These appliances are not included in the rent, but the use of them may be allowed for the tenant's convenience only. If Tenant wishes to use these appliances, Tenant shall assume responsibility for care, repairs and maintenance. If appliances are equipped with manuals and/or warrantee papers, Tenant shall not lose or discard these documents, and will be responsible for their return. The appliances provided in the dwelling by the Owner are as follows:

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If Tenant does not agree to be responsible for the appliances, but rather use his own, he may request that Owner's appliances be removed from the premises. All washer/dryer installations must be approved and authorized by Owner in writing. Tenant agrees to replace all water supply hoses to washing machine that show any signs of wear every year. Tenant also agrees to turn off water supply to washing machine when it is not in use.

**15. PLUMBING STOPPAGES** Tenant is responsible for all plumbing stoppages and cesspool fill ups. Tenant is responsible for the cleanup of waste spills as a result of any plumbing stoppages. As a preventative measure, it is recommended that Tenant have waste lines cleaned annually.

**16. HEATING AND COOLING SYSTEMS** It is the responsibility of the tenant to obtain and maintain a mandatory service contract with a fuel company which is approved by Owner or his authorized agent

\_\_\_\_\_, with regard to the heating system. This service contract must provide for full system coverage. Any damage caused or repairs needed as a result of the heating system will be the responsibility of the Tenant / Fuel company. Tenant agrees to provide Owner with a copy of said service contract within seven (7) days from the commencement of this lease. In the event that service contract already exists in Owner's name, Tenant agrees to assume said service contract and pay all fuel and applicable deposits and charges to keep said contract in force. This rental does not include central air conditioning or individual units. If the dwelling is equipped with central air conditioning or individual units, the air conditioning equipment care and maintenance shall be the tenant's responsibility, unless otherwise specified herein. Electric and kerosene heating units are prohibited without Owner's written permission.

**17. FUEL OIL ADJUSTMENT** The fuel tank on the premises as of \_\_\_\_\_ contains \_\_\_\_\_ gallons of oil. A fuel adjustment in the amount of \_\_\_\_\_ must be paid by Tenant prior to Tenant's occupancy. Owner will not be responsible to reimburse tenants for fuel upon vacating.

**18. RIGHT OF ENTRY FOR PERIODIC INSPECTION** The Owner or his agent may enter the premises with prior consent of the tenant or with 24 hours written notice to any tenant on the premises to be entered. The Owner may enter during reasonable hours and for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance inspectors. The Owner shall be deemed to have given 24 hours written notice by posting a notice in a noticeable place stating such intent to enter, at least 24 hours before the intended entry, or in the event notice to vacate has been given by the tenant, the Owner shall have tenant's authorization to show the premises at any and all reasonable times, regardless of whether the tenant is present or not. However, in the event of an emergency constituting a danger to life, health or property, the Owner or his agent may enter the property at any given time without the consent of or notice to the tenant. The Owner shall have the right to enter the property at any given time upon the request for repairs.

**19. INDEMNIFICATION** Owner shall not be liable for any damage or injury to the tenant, or any other person or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage or injury is the proximate result of the negligence of the Owner, his agents or employees. Tenant agrees to hold Owner harmless from any claims from damages, no matter how caused. Tenant acknowledges receipt of HUD lead paint disclosure information and/or pamphlet.

**20. POSSESSION** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 30 days of the commencement of the term hereof. In the event this agreement is terminated by the tenant and/or the owner, any monies or realty commissions paid by tenant and/or owner shall be deemed damages against the party in default, not the real estate broker.

**21. SECURITY** The security deposit set forth, shall secure the performance of the tenant's obligations herein. Owner may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations herein, including, but not limited to, if Tenant is in default of this lease, attorneys' fees, unpaid rent, any other outstanding charges. Any balance remaining upon termination shall be returned to the tenant. Tenant shall not have the right to apply Security Deposit in payment of any rent. Security deposits must be raised proportionately with rent increases.

**22. DEPOSIT REFUNDS** The balance of all deposit refunds shall be refunded within 60 days from the date possession is delivered to Owner or his authorized agent together with a statement showing any changes made against such deposit by owner. Tenant agrees to provide Owner/Agent with the address of his new residence and include it in the Notice of Intention to Vacate form. Tenant also agrees that endorsement of a security refund settlement check shall constitute full acceptance of settlement, agreement and waiver of any claims against owner/agent.

**23. WAIVER** No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of Owner's right to the full amount thereof. This lease supersedes any other lease on the premises during the term stated herein. No terms in this lease shall be deemed waived, regardless of any conflicting terms or rules in any governmental rent assistance programs.

**24. REAL ESTATE COMMISSION** In the event a commission was earned by a real estate broker, Tenant shall not take possession of the premises unless all fees due broker are paid in full as agreed. Commission is payable when this lease is signed by the Tenant(s). It is solely for locating the rental for the Tenant and is not refundable under any circumstances regardless of any disputes or conditions between Owner and Tenant before, after, or whether or not occupancy is taken.

**25. DEFAULT** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in a manner required by law, the Owner, at his option, may terminate all rights of the tenant herein, unless Tenant within said time shall cure such default. If Tenant abandons or vacates the premises while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. If the lease is canceled or rent or added rent is not paid on time, or Tenant vacates the premises, Owner may in addition to other remedies take any of the following steps: Enter the premises and remove the tenant and any person or property; Use dispossession, eviction or other lawsuit method to take back the premises. If the lease is ended or Owner takes back the premises, rent and added rent for the unexpired term becomes due and payable. Owner may re-rent the premises and anything in it for any term. Owner may re-rent for a lower rent and give allowance to the new tenant. Tenant shall be responsible for Owner's cost of re-renting. Owner's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money the tenant owes. In a proceeding to get possession of the premises, Tenant agrees to make no motions to the court concerning issues such as habitability or delaying the legal process with requests for additional time. Tenant waives all rights to return to the premises after possession is returned to Owner by a court. Tenant agrees to waive rights to trial by a jury in any matter which comes up between the parties under or because of this lease. Tenant shall not have the right to make a counterclaim or set off.

**26. DAILY RENTAL** This lease provides for rent to be paid monthly, but in the event of a default on the tenant's part in paying the rent, Tenant agrees that this will become a Daily Rental until such time rent is brought current. After proper notices are given by the Owner, the tenant agrees that a Daily Rental term would begin immediately following the tenant's failure to cure the default. Tenant agrees to have any arrears up to date by the tenth (10th) day from failure to cure default or Tenant will vacate the premises immediately or be subject to arrest for theft of services and/or trespassing.

**27. ATTORNEY'S FEES** In any legal action to enforce the terms hereof or relating to the premises, regardless of the outcome, the Owner or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Tenant acknowledges all attorney's fees shall be classified and billed to tenant as "added rent."

**28. NOTICES** Any notice which either party may or is required to give, may be given by mailing the same, by certified mail, to Tenant at the premises, or to Owner at the address shown below or at such other places as may be designated by the parties from time to time. This includes notification or requests for repairs. Tenant is required to notify Owner in writing of Intention to Vacate or Intention to Re-new at least \_\_\_\_\_ days before the expiration of this lease. Tenant agrees to follow instructions provided in the Intention to Vacate form and the Intention to Re-new form.

Tenant agrees to immediately notify Owner or Agent in writing by certified mail of any dangerous or hazardous conditions existing on the premises.

**29. HOLDING OVER** Any holding over after expiration hereof, with the consent of the Owner, shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable. The terms and conditions of this lease will continue to apply.

**30. TIME** Time is of the essence of this agreement.

**31. INSURANCE** Tenant is responsible for liability/fire insurance coverage on premises. Tenant agrees to obtain and maintain a mandatory "Renter's Insurance" policy and to provide Owner or agent with a copy of policy within seven (7) days of lease execution. In the event Tenant fails to provide Owner with a copy of a valid "Renter's Insurance" policy as agreed, Owner may issue a Notice of Lease Violation to the tenant and may obtain insurance on the tenant's behalf at the tenant's expense. In the event a written Notice of Lease Violation is issued to the tenant, the tenant shall correct the violation within five (5) days. If tenant fails to correct the item(s) in violation, he will be responsible to pay a Lease Violation Penalty Fee no less than \$\_\_\_\_\_.00 payable as added rent.

**32. SUCCESSORS** This lease is binding on all parties who lawfully succeed to the rights or take the place of the Owner or Tenant.

**33. TENANCY & SERVICE OF PROCESS** Every tenant who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other tenants and occupants of the premises and is both authorized and required to accept on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy.

**34. TELEPHONE** Tenant agrees to maintain a telephone in the dwelling during the term of this lease, and to furnish Owner or agent with the telephone number within five (5) days from taking occupancy. Tenant shall be responsible for any telephone company installation charges, if applicable.

**35. FENCES** Fences that currently exist are not included in the rental. Tenant agrees to be responsible for maintaining any existing fence, gates.

**36. LOCKOUTS** Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call a professional locksmith or the Owner to let them in, and will be responsible for damages if any. Tenant shall be responsible for the cost of the locksmith and also to provide the Owner with new keys if the locks are changed. If Owner is called upon to let Tenants in, there will be a \$50. charge.

**37. CLEANING FEE** In the event the premises are returned in condition poor enough to require a cleaning service, or in the case of an authorized or unauthorized pet residing at the premises during the term of this lease, a cleaning fee of \$575.00 is to be paid by Tenant. This fee represents the usual cost of preparation for re-occupancy. Owner will waive this fee until premises are returned and if returned in as good condition as received at commencement of this lease.

**38. BANKRUPTCY** If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Owner may give Tenant 30 days written notice of the cancellation of the term of this lease. If any of the above is not fully dismissed within the 30 days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

**39. WITHHOLDING RENT** Under no circumstances may any rent be withheld in full or in part, regardless of any expenses incurred by Tenant, regardless of the financial status of the premises, or the legality of the premises. Rent must be paid to Owner or Owner's agent only. Non-payment or payment to any other party is a violation of this Lease Agreement and cause for immediate eviction.

**40. SMOKE DETECTOR(S), FIRE EXTINGUISHER** Tenant(s) acknowledge that the dwelling is equipped with smoke detector(s) and fire extinguisher(s). Tenant(s) agree to test the smoke detector(s) on a regular basis (2-3 times per month), and to report any problem with them immediately to owner in writing. Tenant agrees to replace the battery for the smoke detector as necessary with a new alkaline battery.

**41. VEHICLES** Tenants agree to keep no more than \_\_\_\_\_ vehicles at the premises. Vehicles without valid parking permit issued by the Owner are prohibited on the premises. These vehicles must be both operable and currently registered. Tenants agree to park vehicles in designated areas only and keep area free of oil drippings. Parking on the lawn of the premises constitutes a breach of this lease. Tenants agree not to park boats, recreational vehicles, trailers, campers, or any type of truck on the premises without owner's written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day, unless vehicle is kept in an enclosed garage. Tenant is responsible for damages to the premises caused by Tenants' vehicles or those of invitees or guests. Designated parking for this rental is: \_\_\_\_\_ # Parking permits required \_\_\_\_\_

A violation of this provision will result in vehicle(s) being towed away at Tenant's expense, and may be construed as a breach of the lease agreement.

**42. FIREPLACE** If premises have a fireplace, Tenant agrees to exercise safety measures when it is in use. Tenants agree to assume responsibility for keeping the chimney clear of any buildup or obstructions during their tenancy.

**43. NO SMOKING** Tenant acknowledges that smoking is prohibited in this rental.

**44. WATERBEDS** Tenant shall not have a waterbed on the premises without the written consent of the Owner. This will be an amended section of the contract.

**45. ILLEGALITY** If any part of this lease is not legal according to local laws, the rest of the lease will be unaffected. Illegal activity of Tenant(s), invitees or guests on premises constitutes a breach of this lease.

**46. LEAD PAINT DISCLOSURE** Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling.

**47. RADON GAS DISCLOSURE** In many states, **State Law** requires the landlord to make the following disclosure: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a house or building in significant quantities, may present health risks to persons exposed to it over time.

**48. OPTION TO RE-NEW LEASE** Tenant has the option, providing the terms and conditions of this lease have been complied with and satisfied, to re-new this agreement for a period of \_\_\_\_\_, at an annual increase of \_\_\_\_\_, subject to Owner's approval.

**49. BREACH OF LEASE** If rent is over seven (7) days late, Owner will construe non-payment as a breach of this lease, constituting Tenant's 30 days Notice to Vacate. Also, in the event agreements made in this lease are broken by tenant, the security deposit will be forfeit at Owner's option. Owner may continue the lease or terminate any or all of

the tenant's rights herein. In the event a written notice advising the tenant of a default or Notice of Lease Violation is issued to the tenant, the tenant shall correct the violation within five (5) days. If tenant fails to correct the item(s) in violation, he will be responsible to pay a Lease Violation Penalty Fee of \$500.00 per violation per month, or \$25.00 per violation per day whichever is less payable as added rent.

**50. FORMS AND NOTICES** Tenant acknowledges receiving the following forms, understands and agrees to follow instructions therein.

- Notice to Vacate Form     Notice of Intention to Re-new     Move-In Inventory & Condition Form  
 List of Move-Out Charges     Lead Paint Disclosure

**51. ENTIRE AGREEMENT** The foregoing constitutes the entire agreement between the parties and may be modified only by an official change of terms notice issued by the owner/agent in writing, or a writing signed by both parties. The following exhibit has been made a part of this agreement before the parties' execution hereof:

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**52. ACKNOWLEDGMENT** Tenants hereby acknowledge that they have read, understand and agree to all parts of this document, and have received a copy.

**THE UNDERSIGNED TENANT(S) ACKNOWLEDGES RECEIPT OF A COPY HEREOF.**

**DATE:** \_\_\_\_\_

**OWNER/AGENT** \_\_\_\_\_

**TENANT** \_\_\_\_\_

**SS#:**

**ADDRESS** \_\_\_\_\_

**TENANT** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**SS#:**