

## Apartment Lease Contract

Date of Lease Contract: October 27, 2017  
 (when the Lease Contract is filled out)

This is a binding document. 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*):

**Sample Lease**

\_\_\_\_\_ and us, the owner:  
**Villages of Whitewater**

(*name of apartment community or title holder*). You've agreed to rent Apartment No. 01, at **200 Maxwell Lane**

(street address) in **Harrison** (city), Ohio, **45030** (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 for each guarantor 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 14 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 10th day of November, 2017, and ends at midnight the 30th day of November, 2018. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 37. If the number of days isn't filled in, at least 30 days (one calendar month) 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 \$ 99.00, due on or before the date this Lease Contract is signed.

Further, if you remain in the dwelling and your total security deposit exceeds one month's rent, your deposit(s) shall bear interest.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s), and 2 other access devices for **Grg. Opener**. Your apartment will be [check one]:  
 furnished or  unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1495.00 per month for rent, payable in advance and without demand:

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

Prorated rent of \$ 1046.50 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 first day of each month (date due) with no grace period. The fact that we do not impose a late fee until some day after the first day of each month, does not imply or provide a grace period for you to delay paying your rent. You must not withhold or offset rent without 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 5th day of the month, you'll pay a late charge of \$ 100.00. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus the late charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We will also have all other remedies for such violation.

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 any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach

an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

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. We remind you, the only insurance which covers loss or damage to your personal property (your contents) is insurance you purchase yourself. Contents insurance may be available as part of a liability insurance policy offered for purchase through our office.

Additionally (*Select one. If none is selected then "a" shall be deemed to be selected*):

- a) You are required to purchase and maintain liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 300000.00 from a carrier with an AM Best rating of a B+ or better, licensed to do business in Ohio.
- b) Not required to purchase personal liability insurance.
- c) Personal liability insurance is force placed in an amount of \$ \_\_\_\_\_ per incident \$ \_\_\_\_\_ maximum and is included as either part of your rent or paid for by Owner to insure against your liability damage to the Apartment.

**\*\*NOTE: Any liability insurance you buy additionally is strongly recommended and will act as primary coverage to our force placed coverage secondary. ANY LIABILITY INSURANCE WE REQUIRE YOU TO PURCHASE, UNDER (c) ABOVE, DOES NOT INCLUDE ANY COVERAGE FOR YOUR CONTENTS. CONTENTS COVERAGE IS STRONGLY RECOMMENDED AND YOU UNDERSTAND WE HAVE NOT PURCHASED INSURANCE FOR YOUR CONTENTS UNDER ANY OPTION IN THIS PROVISION.** Any policy you purchase or that we purchase for you shall waive any rights of subrogation by you or your insurance company against us. 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.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ \_\_\_\_\_. If you or any member of your household, guests or invitees causes damage to the Apartment or Community in an amount less than your personal insurance deductible you are responsible to us for the amount of such damage. In the event damage occurs and you have a liability policy with a deductible, you agree that you owe us, and agree to indemnify us, for the amount of the deductible along with any amount that is in excess of the insurance coverage that you have purchased regardless of whether you have exceeded your limit of liability, the loss is from an excluded condition, or for your failure to purchase insurance with such specific coverage. It is recommended that you secure insurance to protect your interest in the event of such a loss.

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, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.

We will undertake, to the best of Our ability, to install such requested security devices, should they be feasible and legal to install in the Apartment, within a reasonable period of time after the request from you, and in no event shall such installation take place outside of normal maintenance hours for the Community.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements 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. The first time you request a rekeying or repair to a locking device, you will not be denied due to monies owed to us.

## Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda 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 special provisions on the last page

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

See any additional special provisions.

11. **EARLY MOVE-OUT.** 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 as 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 you are convicted, provide inaccurate application information or other 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 next paragraph.

**Not a Release.** The reletting charge is not a lease cancellation fee or buyout fee. 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. These damages 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.

**Buyout.** A lease buyout may be available at this Community. This Community may offer lease buyout agreements only when requested, not in advance and therefore, you must contact us regarding the terms of such agreement. Even if we offer lease buyouts, a lease buyout may not be available under certain circumstances, as an example not before 6 months of occupancy fulfilled. This lease buyout agreement, if accepted by all parties shall govern the means by which you terminate the Lease Contract before the end of its term.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, or improper use 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. **PROPERTY LEFT IN APARTMENT.**

**Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42).

**Storage.** Unless required by local jurisdiction, we may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft.

**Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than the time required by the local jurisdiction, if local jurisdiction does not state a maximum time then one hour shall apply, after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kennel or turned over to local authorities or humane societies.

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. We may also 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 CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. If, at least 30 days before the advance notice deadline referred to in paragraph 3, we give you written notice 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 changes. 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. 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. After termination, you are entitled only to refund of deposit(s) and any rent 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.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes by court order with a search warrant or by subpoena, we may provide it.

## 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. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all relevant 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. Passageways may be used only for entry or exit. No loitering. 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 all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; 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. No use of any grill is permitted on a balcony or patio (in the case of the patio unless there is 25 feet of clearance from any flammable structure). No storage of grills in or outside the apartment is permitted. No gas such as propane may be stored in the apartment, any storage area, or the balcony/patio.

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. We may exclude persons who have been previously evicted or asked to move from the Community in lieu of an eviction. We may exclude anyone who has been given a written trespass notice from us.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property or any other criminal activity or deferred adjudication which violates our written rental standards at the time you rented the apartment. 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: behaving in a loud or obnoxious manner; 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 whether or not such discharge is an accident; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm

others; storing anything in closets having gas appliances; tampering or interfering with utilities or telecommunications; bringing hazardous materials into the apartment community; or *injuring our reputation by making bad faith allegations against us to others.*

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 who has been ordered to vacate by any appropriate authority; 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.
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 bolting devices, window latches, and other safety or security devices if they are installed in the apartment.* You agree to make every effort to follow the Security Guidelines on page 5.

**Smoke Detectors.** We'll furnish smoke detectors as required by statute, 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 may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke or water and in default under the Lease Contract.

**Casualty Loss.** We're not liable to any Resident, guest or occupant for personal injury, of any sort, up to and including death. For all these reasons, second casualty loss-property we are not liable to any Resident, guest, or occupant for 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. 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.

**Temperature Control.** Unless we instruct otherwise, you must 24 hours a day, during freezing weather, keep the Apartment heated, etc., and at all other times, you must: (1) run the HVAC systems blower fan to circulate air to retard the potential for moisture, mold and mildew; (2) at all times when using any shower or other bathing device, run the exhaust fan if any, provided in the bathroom area; and (3) if you are

maintaining other items in the Apartment which reduce moisture, such as an Aquarium, you must run the air conditioning (if provided) in the summer to keep the temperature below 85 degrees Fahrenheit in the Apartment during the months when the temperature outside exceeds 85 degrees.

**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 involving imminent harm. You should then contact our representative when safe to do so. 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 to the extent we screen any of the above listed groups for criminal backgrounds, you will not rely on such screening for the purpose of assuming your security in the apartment community and will not rely on such screening for any other purposes. Unless otherwise provided by law, we're not liable to you or any guests 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'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. 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, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless 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 non-security 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 or desired improvement 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 reconnections. *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 unless such damage was caused by the actions (or inactions) of you, your guests, or occupants, without regard to their/your negligence.

27. **ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents 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. 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 if required in our sole discretion. You will also be liable to us for a daily animal violation charge as stated if such a charge is stated in the Rules. 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, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. 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 and you agree not to return the animal to the apartment. 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, and our representatives may peacefully enter the apartment at reasonable times for the purposes listed below. Except in the case of emergency or if it is impracticable to do so, we will provide you with reasonable notice of our intent to enter the apartment at reasonable times. Twenty-four hours is presumed to be reasonable notice. If no one is in the premises, and request has been made for repairs and/or entry by you, it is presumed that your request is authorization for us to enter at reasonable times by duplicate or master key. We reserve the right to enter by other means if locks have been changed in violation of the lease.

### Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Ohio Law prohibits you from unreasonably withholding consent for us to enter into the apartment when 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; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; 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; retrieving property owned or leased by former residents; 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 by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

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 sale 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, renewals and non-renewals, and entry permissions) constitute notice from all residents.

**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 to occupancy or a 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. The departing resident will no longer be granted access to the apartment for any reason.

### 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.

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 violate your statutory obligations under Ohio law and do not cure within the time described in notice to you; (5) you give incorrect or false answers in a rental application; (6) 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 under state statute; (7) any illegal drugs or paraphernalia are found in your apartment; or (8) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20.

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 also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**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) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) 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 report unpaid amounts to credit agencies. If you default and move out early, 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 lease termination. 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 18% interest 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.

**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.

**Eviction.** If you default, we may end your right of occupancy by giving you a 3-day written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**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

### 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. 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, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you

waive any notice and demand for performance from us if you default. 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.

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 non-liability and non-duty 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.

**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.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**Obligation to Vacate.** Resident shall vacate the Premises and removal all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

### 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 that 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 children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
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 authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
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

**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 Contract 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

**FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**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 are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

**35. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents 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 apartment is located.

15. Lock your doors while you're gone. Lock any doorhandle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle 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.
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 apartment 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 whenever you are 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 backseat 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 act 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

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 by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. 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 abandoned property; 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 occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; plus attorney's fees for violation of R.C. 5321.05, 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 RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of the rental agreement and delivery of possession. One check made jointly payable to all occupants named on the Lease Contract shall be mailed.

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 and you have provided us in writing with a written forwarding address or new address.

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 non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated or switched over to us; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

**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
- Community Policies Addendum
- 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
- Lease Contract Buy-Out Agreement
- Intrusion Alarm Addendum
- Other                     Bed Bug Addendum
- Other                     No Smoking Addendum

You are legally bound by this document.  
Read it carefully before signing.

**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**

**4010 North Bend Rd., STE 301**

**Cincinnati, OH 45211**

**(513) 952-9000**

**Name and address of locator service** (if applicable)

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

**Date form is filled out** (same as on top of page 1)           10/27/2017          

**SPECIAL PROVISIONS (CONTINUED FROM PAGE 2).**           **Payments: Rent is considered late after the 5th day.**  
          **There is a \$100.00 late fee and \$10.00 for each additional day the rent is late. Occupants:**  
          **A written request is required for guest staying longer than 14 days. A background check may**  
          **be required.**

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

# Inventory and Condition Form



DWELLING UNIT DESCRIPTION. Unit. No. 01, 200 Maxwell Lane (street address) in Harrison (city), Ohio, 45030 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: October 27, 2017 Owner's name: Villages of Whitewater Residents (list all residents): Sample Lease

You must note on this form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out.

Resident's Name: Sample Lease Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_

Move-In or  Move-Out Condition (Check one)

### Living Room

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Lamps, Bulbs \_\_\_\_\_  
 Other \_\_\_\_\_

### Dining Room

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Other \_\_\_\_\_

### Kitchen

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Cabinets, Drawers, Handles \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Stove/Oven, Trays, Pans, Shelves \_\_\_\_\_  
 Vent Hood \_\_\_\_\_  
 Refrigerator, Trays, Shelves \_\_\_\_\_  
 Refrigerator Light, Crisper \_\_\_\_\_  
 Dishwasher, Dispensers, Racks \_\_\_\_\_  
 Sink/Disposal \_\_\_\_\_  
 Microwave \_\_\_\_\_  
 Other \_\_\_\_\_

### Halls

Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Other \_\_\_\_\_

### Exterior (if applicable)

Patio/Yard \_\_\_\_\_  
 Fences/Gates/Gate Latches or Locks \_\_\_\_\_  
 Faucets \_\_\_\_\_  
 Balconies \_\_\_\_\_  
 Other \_\_\_\_\_

### Bedroom (describe which one)

Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Other \_\_\_\_\_

### General Items

Thermostat \_\_\_\_\_  
 Cable TV or Master Antenna \_\_\_\_\_  
 A/C Filter \_\_\_\_\_  
 Washer/Dryer \_\_\_\_\_  
 Garage Door \_\_\_\_\_  
 Ceiling Fans \_\_\_\_\_  
 Exterior Doors, Screens/Screen Doors, Doorbell \_\_\_\_\_  
 Fireplace \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Exhaust Fan/Heater \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Sink, Faucet, Handles, Stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, Drawers, Handles \_\_\_\_\_  
 Toilet, Paper Holder \_\_\_\_\_  
 Bathtub, Enclosure, Stopper \_\_\_\_\_  
 Shower, Doors, Rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_

**Half Bath**  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Exhaust Fan/Heater \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Sink, Faucet, Handles, Stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, Drawers, Handles \_\_\_\_\_  
 Toilet, Paper Holder \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Exhaust Fan/Heater \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Sink, Faucet, Handles, Stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, Drawers, Handles \_\_\_\_\_  
 Toilet, Paper Holder \_\_\_\_\_  
 Bathtub, Enclosure, Stopper \_\_\_\_\_  
 Shower, Doors, Rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_

**Safety-Related Items (Put "N/A" if not applicable)**  
 Door Knob Locks \_\_\_\_\_  
 Keyed Deadbolt Locks \_\_\_\_\_  
 \_\_\_\_\_  
 Keyless Deadbolts \_\_\_\_\_  
 \_\_\_\_\_  
 Sliding Door Pin Locks \_\_\_\_\_  
 Sliding Door Latches \_\_\_\_\_  
 Sliding Door Security Bars \_\_\_\_\_  
 Doorviewers \_\_\_\_\_  
 Window Latches \_\_\_\_\_  
 Porch and Patio Lights \_\_\_\_\_  
 Smoke Detectors \_\_\_\_\_  
 Alarm System \_\_\_\_\_  
 Fire Extinguisher (look at charge level BUT DON'T TEST!) \_\_\_\_\_  
 Garage Door Opener \_\_\_\_\_  
 Gate Access Card(s) \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_  
 or  
**Date of Move-Out:** \_\_\_\_\_

**Acknowledgment.** You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verifying that they are working. You acknowledge that you and management have inspected the dwelling unit and that no signs of bedbugs or other pests are present. This unit is in a decent, safe and sanitary condition.

*In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_





## Animal Addendum

*Becomes part of Lease Contract*

Date: October 27, 2017  
(when this Addendum is filled out)

*Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.*

*In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).*

**1. DWELLING UNIT DESCRIPTION.** Apt. No. 01,  
200 Maxwell Lane (street address)  
in Harrison (city),  
Ohio, 45030 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**  
Lease Contract date: October 27, 2017  
Owner's name: Villages of Whitewater

Residents (list all residents): Sample Lease

The Lease Contract is referred to in this Addendum as the "Lease Contract."

**3. CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

**4. ANIMAL DEPOSIT.** An animal deposit of \$ \_\_\_\_\_ will be charged. This deposit will not be considered part of the general security deposit for any purpose. The security deposit amount in Provision 4 of the Lease Contract does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract.

**5. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 35.00. The monthly rent amount in Provision 6 of the Lease Contract *[check one]*  includes  does not include this additional animal rent.

**6. LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

**7. DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or apartment community.

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_

Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
**The following dog breeds (including mixes of these breeds) are prohibited regardless of size or temperament: Doberman Pinscher, Chow, Akita, German Shepherd, Mastiff, Rottweiler, Pit Bull, Pit Bull Mini, American Staffordshire Terrier, Staffordshire Bull Terrier, Malamute, Siberian Husky, Cane Corso, and Presa Canario. The \$300 (Up to 2 pets) fee is a one-time non-refundable fee. Monthly pet fees are \$35 per pet. Combined weight for all pets may not exceed 100 lbs. All residents must clean up waste immediately. Written notice is required for adding additional pets to Lease prior to being brought on property. Failure to follow all pet policies will result in forfeiture of pet privileges and removal of pet within 24 hours.**

**9. EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.  
Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**10. ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: Litter box
- Outside, the animal may urinate or defecate *only* in these designated areas: Grass areas
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.

- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

**11. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**12. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

**13. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**14. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

**15. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**16. MOVE-OUT.** When you move out, if necessary, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We--not you--will arrange for these services.

**17. YOUR REMOVAL OF THE ANIMAL.** As we may be responsible if your animal bites another person or animal, you agree the animal must be immediately and permanently removed if we see or receive any complaint that the animal is exhibiting any vicious tendency.

**18. MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 8 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**This is a binding legal document. Read it carefully before signing.**

**Resident or Residents**  
(All residents must sign)

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

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_



## UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated October 27, 2017 between Villages of Whitewater

("We" and/or "we" and/or "us") and

Sample Lease

("You" and/or "you") of Unit No. 01

located at 200 Maxwell Lane (street address) in Harrison, OH 45030

and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - water bills will be billed by the service provider to us and then allocated to you based on the following formula: Unit
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable Guardian Water & Power
- b) **Sewer** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: Unit
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable Guardian Water & Power
- c) **Gas** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- d) **Trash** service to your dwelling will be paid by you either:
  - directly to the service provider; or
  - trash bills will be billed by the service provider to us and then charged to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- e) **Electric** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- f) **Stormwater** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: Unit
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- g) **Cable TV** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- h) **Master Antenna** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- i) **Internet** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- j) **Pest Control** service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - pest control bills will be billed by the service provider to us and then charged to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- k) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- l) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_

**METERING/ ALLOCATION METHOD KEY**

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula



# Bed Bug Addendum

Date: October 27, 2017  
(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 01, 200 Maxwell Lane  
(street address)  
in Harrison  
(city), Ohio, 45030 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: October 27, 2017  
Owner's name: Villages of Whitewater

Residents (list all residents): Sample Lease

3. **PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. **INSPECTION.** You agree that you: (Check one)

- have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
- will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

### 5. INFESTATIONS.

You agree that you have read all of the information on this addendum about bed bugs and:  
(Check one)

- you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

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

6. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You

and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. **NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. **COOPERATION.** While we are responsible for making reasonable provisions for the extermination of roaches, ants, wood destroying organisms, and other treatable insects such as bed bugs, we may not be responsible for paying for treatment for bed bugs in the dwelling under certain circumstances described below (Provision 10). In order to deter bed bugs from entering or spreading to the dwelling, you agree that all times during this Lease agreement that you shall: 1) Keep all mattresses, used or stored in the dwelling, wrapped or sealed in a mattress cover made of vinyl, plastic, or other impervious material that must remain sealed or completely closed at all times, there must be no tears or rips in the covering of the mattress; and 2) Not to place anything in the dwelling, especially used furniture, unless it thoroughly inspected by you, prior to placing it in the dwelling. Further, you must cooperate with us and our licensed pest control agents to treat and eliminate the presence of any bed bugs. You agree: 1) To follow any pretreatment instructions provided by us or our pest control operator to prepare the dwelling for treatment; 2) Have the dwelling prepared on the day of treatment, this may include putting away food and personal care items, movement of furniture and, if so instructed, vacating and staying out of the dwelling for a period of hours during that period of treatment described in the pretreatment instructions; 3) Following all post-treatment directives and instructions including the disposal of property that cannot be treated, and regular vacuuming; and 4)

maintaining certain items in sealed containers as much as practically possible between treatments. You further agree that you will not treat for any live bed bug activity yourself with any chemical or treatment commonly available at hardware or home improvement stores. Only chemicals used by our licensed pest control operators may be used to treat for bed bugs. Additionally, you agree to report any sign of bed bugs, live or dead activity, to our office immediately.

**9. TEMPORARY RELOCATION.** Infestations from such pests, including bed bugs in the dwelling and/or adjoining dwellings, may necessitate you vacating the dwelling either temporarily or permanently in order for us to eradicate the infestation. If you are relocated or the lease is terminated then we shall be released from all other obligations under this Lease Agreement. If we terminate your Lease Agreement and infestation is not caused or worsened by your actions or inactions and you vacate according to this Provision then you shall be released for the balance of your financial responsibilities under the Lease Agreement except for physical damages, beyond ordinary wear and tear, to the dwelling. If the infestation is caused by you, your family, your guests, or your invitees then we shall not be liable for the costs of such relocation and we do not have to offer you another dwelling in the Community or another dwelling owned by our company. In the event of such relocation or termination of your lease, you may still be liable and we may still charge you for extermination charges as listed in Provision 10 below.

**10. RESPONSIBILITIES.** You agree to avoid creating any condition which would cause or promote the presence of bugs, including bed bugs. You will be required to pay for a portion or all of any treatment to eradicate bed bugs in the dwelling if any infestation from your dwelling spreads to other adjoining dwellings above, below, or next to your dwelling and you have failed to

follow Provision 8 (Cooperation) requirements above. Further, you will be responsible for the cost of treatment if we determine that: 1) Your actions or inactions contribute to or result in a bed bug infestation; 2) Your mattresses are not encased as required by this Addendum; 3) If you fail to report a bed bug condition immediately upon the time that you notice live or dead activity; 4) If you try to "self treat" the infestation as prohibited by Provision 8 of this Addendum; or 5) If you fail to prepare or fail to cooperate with the treatment described in the Cooperation Provision of this Addendum, including denying access for treatment on any scheduled date or otherwise hinder our treatment of the dwelling. Any invoice submitted to you for the cost of extermination of any bed bug infestation shall become Additional Rent dues and payable with the next monthly Rent payment and, your refusal to pay any Additional Rent charged with the next monthly Rent payment may be considered as a partial Rent payment by you and may be refused by us.

You will be responsible for the costs of moving other residents in order to treat adjoining or neighboring dwellings, to your dwelling and you may be responsible for the costs of our lost rental income and expenses incurred in relocating neighboring residents to perform pest control treatments or eradicate infestations in dwellings adjacent to yours. If you fail to pay us any of the costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all the rights and remedies under the Lease Agreement and obtain immediate possession of the dwelling. If you move out after your right of occupancy has been properly terminated, you will be liable for all lost rent under the Lease Agreement.

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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

\_\_\_\_\_  
**Date of Signing Addendum**  
\_\_\_\_\_



## BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and

mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



## Mold Information and Prevention Addendum

*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.*

1. **DWELLING UNIT DESCRIPTION.** Unit. No. 01,  
200 Maxwell Lane (street address)  
in Harrison (city),  
Ohio, 45030 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**  
Lease Contract date: October 27, 2017  
Owner's name: Villages of Whitewater

Residents (list all residents): Sample Lease

3. **ABOUT MOLD.** Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
(All residents must sign here)

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**Owner or Owner's Representative**  
(Signs here)

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**Date of Lease Contract**  
**October 27, 2017**



LEASE CONTRACT BUY-OUT AGREEMENT



1. **Dwelling Unit Description.** Unit. No. 01,  
200 Maxwell Lane (street address)  
 in Harrison (city),  
 Ohio, 45030 (zip code).

2. **Lease Contract Description.**  
 Lease Contract date: October 27, 2017  
 Owner's name: Villages of Whitewater  
 \_\_\_\_\_  
 Residents (list all residents): Sample Lease  
 \_\_\_\_\_  
 \_\_\_\_\_

3. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early--subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. **Buy-Out Procedures.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one)  must be the last day of a month or  may be during a month, if no number of days is listed, the number shall be 60;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 3000.00 ;
- (g) you pay us the amount of any concessions listed you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

5. **When payable.** The buy-out fee in paragraph 4(f) is due and payable no later than 60 days after you give us your buy-out notice. If no number of days is listed, the number shall be 30. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ \_\_\_\_\_ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. **Showing unit to prospective residents.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your

unit to prospective residents and telling them it will be available immediately after your new termination date.

7. **Compliance essential.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. **Miscellaneous.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent--even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. **Special provisions.** Your right of buy-out (check one)  is or  is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supercede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

**Lease break and buy-outs require six (6) full months of residency completion prior to initiating a sixty day notice to vacate and break the lease; rental payments must be in current standing and remain current for the lease break notice to be accepted. The \$3,000 fee must also be paid prior to the last day of the sixty day notice otherwise the lease continues in-force through the end of the existing lease term. All concessions received up and through the move out date must be repaid and are considered forfeited; the concession was given based on the completion of the lease term.**

\_\_\_\_\_  
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 \_\_\_\_\_  
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**Resident or Residents**  
*[All residents must sign]*

**Owner or Owner's Representative**  
*[signs below]*

**Date of Lease Contract**

October 27, 2017

**LEASE CONTRACT ADDENDUM  
FOR SATELLITE DISH OR ANTENNA**



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **Dwelling Unit Description.** Unit. No. 01,  
200 Maxwell Lane (street address)  
in Harrison (city),  
Ohio, 45030 (zip code).

2. **Lease Contract Description.**  
Lease Contract date: October 27, 2017  
Owner's name: Villages of Whitewater  
  
Residents (list all residents): Sample Lease

3. **Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. **Signal transmission from exterior dish or antenna to interior of dwelling.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. **Liability insurance.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 300000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. **Security Deposit.** An additional security deposit of \$ 300.00 will be charged. We [check one]  will consider or  will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract [check one]  does or  does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. **When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

**Satellite dish must be placed on the patio pad ONLY. It cannot be attached to the building or fencing and must be freestanding on the patio pad. Dish cannot be larger than 24"x24" in diameter and no taller than 4 foot. The \$300 security deposit is non-refundable.**

**Resident or Residents**  
*[All residents must sign here]*

**Owner or Owner's Representative**  
*[signs here]*

**Date of Lease Contract**

**October 27, 2017**



**LEASE CONTRACT ADDENDUM FOR  
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**



1. **Dwelling Unit Description.** Unit. No. 01,  
200 Maxwell Lane (street address)  
in Harrison (city),  
Ohio, 45030 (zip code).

2. **Lease Contract Description.**  
Lease Contract date: October 27, 2017  
Owner's name: Villages of Whitewater

Residents (list all residents): Sample Lease

3. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: (check as applicable)

- garage or carport attached to the dwelling;
- garage space number(s) \_\_\_\_\_;
- carport space number(s) \_\_\_\_\_; and/or
- storage unit number(s) \_\_\_\_\_.

The monthly rent in paragraph 6 of the Lease Contract is included as provided below, for Additional Rent for the items checked above. This Addendum for a Garage, Carport, or Storage Unit is a monthly rental agreement and may be terminated upon 30 days (one calendar month) advance written notice, from you or us to the other, our termination of your ability to rent/use a Garage/Carport or Storage Unit shall not constitute termination of the Lease Contract or give rise to a claim of default or breach of quiet enjoyment by us to you. However, the term of this Garage, Carport, or Storage Unit Lease shall not extend beyond the term of this Lease Contract. Should your tenancy of the Apartment be terminated for any reason, or should you abandon the Apartment, requiring us to take possession of the Apartment, Garage, Carport, or Storage Unit Lease shall automatically terminate on the date that your Lease Contract is terminated by us or that you abandoned the Apartment and you must vacate the Garage, Carport or Storage Unit by that date.

4. **Security Deposit.** An additional security deposit of \$ \_\_\_\_\_ will be charged for the checked areas above. We [check one]  will consider or  will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract [check one]  does or  does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. **Additional Monthly Rent.** Your total monthly rent will be increased by \$ \_\_\_\_\_, also referred to as Additional Rent. The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

6. **Use restrictions.** You shall not use the Garage/Carport or Storage Unit for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the Vehicle or items stored in the Garage/Carport or Storage Unit. You are responsible for any gas/oil/fluid leakage on/in the Garage/Carport or Storage Unit and you are advised to maintain a drip pan or absorbent pad underneath the Vehicle or stored items to absorb any leaking fluids. No propane or empty propane canisters may be stored in the Garage/Carport or Storage Unit. No gas canisters shall be stored in the Garage/Carport or Storage Unit.

7. **No dangerous items.** Our employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to use our pass key, remove Your lock, or use other means to electrically enter the Garage/Carport or Storage Unit, without notice to Resident, to take such action as may be necessary to preserve Our Community in the event of any Emergency, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of

Our rights. For the purposes of this Addendum, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Community. We shall further have the right, on a non-emergency basis, to enter the Garage/Carport or Storage Unit with reasonable notice to You to make any repairs, replacements, other desirable improvements or conduct any inspections. We will endeavor to give a minimum of one (1) days notice to You of the Work and, if You are available, will schedule an appointment with You to provide us access. If you are unavailable or unable to provide Us access, We may enter and charge you the cost to replace any lock. You may obtain keys to any replacement lock from Our office.

8. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

9. **Garage door opener.** If an enclosed garage is furnished, you  will  will not be provided with a  garage door opener and/or  garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

10. **Security.** Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

11. **Insurance and loss/damage to your property.** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

12. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

13. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

14. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum.

15. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

**A \$50.00 per garage remote fee will be charged for any remote(s) not returned at move out or for and replacement garage door opener(s).**

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**Resident or Residents**  
[All residents must sign here]

**Owner or Owner's Representative**  
[signs here]

**Date of Lease Contract**

**October 27, 2017**



**COMMUNITY POLICIES, RULES AND REGULATIONS  
ADDENDUM**



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Villages of Whitewater  
Resident(s): Sample Lease  
Unit No./Address: #01, 200 Maxwell Lane  
Lease Date: 10/27/2017

**I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.**

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

**You expressly agree to assume all risks of every type, including but not limited to risks of personal injury or death, related to residents use of amenities at the Community. Additionally, You agree to assume all risks of every type, including loss or damage to personal property owned by Residents, their family, guests and invitees related to the use of any of the amenities at the Community. You release and hold Us harmless and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type whether or not foreseeable, that You may have against Us, and that are in any way related to or arise from such use of the amenities of the Community. These provisions for personal injury/death and loss or damage to property shall be enforceable to the fullest extent of the law in the state in which the Community is located.**

**THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**

**II. POOL.** This Community  DOES;  DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

**IN CASE OF EMERGENCY DIAL 911**

**III. FITNESS CENTER.** This Community  DOES;  DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.
- Any card lost, damaged, stolen, or not returned shall incur a charge of \$ \_\_\_\_\_ which, if You are still living in the Dwelling, shall be paid before the card is repaired or replaced and, if You have moved out shall be charged against the security deposit or shall be a charge against You if the security deposit funds are not sufficient to cover the costs of replacement.

Card # issued: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_

**IV. PACKAGE RELEASE.** This Community  DOES;  DOES NOT accept packages on behalf of Residents.

**For communities that do accept packages on behalf of its Residents:**

By Your signature on this Lease Agreement, You hereby give Us authorization to accept delivery and sign on Your behalf for any packages, letters or other parcels addressed to You. You expressly release Us from any and all liability of any kind whatsoever relating to the above authorization and You agree that We shall have no liability or obligation with respect to any delivery which We receive on Your behalf. This Provision and the receipt of packages and deliveries as a result thereof shall not be deemed to be an actual, constructive, or involuntary bailment and We shall not be deemed to have accepted, received or held any time "in trust" for You. You expressly assume all risks associated with the authorization granted to Us herein and acknowledge and agree that We shall not be liable for any failure to inform You when or if a package or delivery has been made or received by Us. We have the express right to (a) not accept a package or delivery on Your behalf at any time and for any reason in Our sole and absolute discretion; and (b) to return any package or delivery to sender in Our sole and absolute discretion. We shall not be liable for giving Your packages or other deliveries to an individual other than You, and You expressly release Us from any liability in this regard. Additionally, You release Us from all liability or responsibility for lost or damaged packages or deliveries in Our possession.

**V. BUSINESS CENTER.** This Community  DOES;  DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community

Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. You agree you will not use our Business Center computers to send, receive, or load any computer viruses, booby traps, time bombs, other programming designed to interfere with any other user of the Business Center's computers or any other end user's equipment, programs, or data.

**VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 2 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management. If so parked, wheels must be chocked, all stands must be in blocks to avoid damage to asphalt.

**VII. FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 10 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No storage of propane gas in the dwelling or storage rooms.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes, including those imposed on the dwelling community or Owner for actions or failure to act by Resident(s).

**VIII. EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner may prepare Residents' dwelling and charge Residents accordingly or declare Resident(s) to be in default. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

Resident may have executed a separate Bed Bug/Extermination Addendum which may provide additional or different requirements for bed bug treatment. In such case, the terms of the Bed Bug/Extermination Addendum shall control in the event of a conflict between this Addendum and the Bed Bug/Extermination Addendum.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**

**IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

**X. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

**XI. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

**XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**No boats, jet skis, campers, RVs, trailers, or commercial vehicles of any type may be parked on the property at any time. Yard ornaments and canopies are prohibited. Porches and patios must be neatly maintained with no dead plants. Toys, slip-n-slides, trampolines, pools, fire pits, and outdoor fireplaces are prohibited. No plantings are permitted in the flower beds; you may have potted plants on your patio or porch only. No items can be affixed to buildings or fencing.**

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I have read, understand and agree to comply with the preceding provisions.

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Owner Representative

\_\_\_\_\_  
Date

**LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT**

**1. Dwelling Unit Description.** Unit. No. 01,  
200 Maxwell Lane (street address)  
 in Harrison (city),  
 Ohio, 45030 (zip code).

**2. Lease Contract Description.**  
 Lease Contract date: October 27, 2017  
 Owner's name: Villages of Whitewater  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Residents (list all residents): Sample Lease  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. Concession/Discount Agreement.** As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

*[Check all that apply]*

**One-Time Concession.** You will receive a One-Time Concession off the rent indicated in Paragraph 6 of the Lease Contract in the total amount of \$ \_\_\_\_\_. This Concession will be credited to your rent due for the month(s) of: \_\_\_\_\_.

**Monthly Discount/Concession.** The rent indicated in Paragraph 6 of the Lease Contract includes a Monthly Discount of \$ \_\_\_\_\_ per month off of the suggested rental rate for your dwelling.

**Other Discount/Concession.** You will receive the following discount off the rent indicated in Paragraph 6 of the Lease Contract:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. Concession Cancellation and Charge-Back.** The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease and are forfeited as described in this document.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount should be deemed breached along with the Lease Contract and you will forfeit the amounts of all *[Check all that apply]*

- Concessions
- Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

**5. Market Rent.** The market rent for this dwelling is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties. Once the concession period is over you resume paying market rent. In the event you cure default, the rent from the date of breach escalates to market rate and any ongoing concession or discount remains terminated.

**6. Special Provisions.** The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

Should the lease be terminated or broken for any reason, all concessions received up and through the move out date must be repaid and are considered forfeited; the concession was given based on the completion of the lease term. If rent is paid late, the monthly concession is forfeited on the first occurrence and forfeited for the remainder of the lease term on a second occurrence.

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

**Resident or Residents**  
*[All residents must sign here]*

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

**Owner or Owner's Representative**  
*[signs here]*

\_\_\_\_\_  
**Date of Lease Contract**  
October 27, 2017

**LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF RESIDENT**



1. **Dwelling Unit Description.** Unit. No. 01,  
200 Maxwell Lane (street address)  
in Harrison (city),  
Ohio, 45030 (zip code).

2. **Lease Contract Description.**  
Lease Contract date: October 27, 2017  
Owner's name: Villages of Whitewater  
  
  
Residents (list all residents): Sample Lease

3. **Acknowledgment Concerning Insurance or Damage Waiver.**  
You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 300000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

4. **Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 300000.00, from a carrier with an AM Best rating of a B+ or better, licensed to do business in Ohio (often called making us an Additional Noticed Party). The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. **We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**

6. **Your Insurance Coverage.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: \_\_\_\_\_

7. **Default.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

8. **Miscellaneous.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

9. **Special Provisions:** Additional insurance for satellite dish is required. Proof of insurance required at time of move in as well as at the time of renewal. It is the resident's responsibility to maintain continuous coverage throughout the lease term. If insurance is not maintained, you will be charged \$150 per month Non-Compliance Fee for violation of the Lease Agreement.

I have read, understand and agree to comply with the preceding provisions.

**Resident or Residents**  
*[All residents must sign here]*

**Owner or Owner's Representative**  
*[signs here]*

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

\_\_\_\_\_  
**Date of Lease Contract**  
October 27, 2017





**LEASE ADDENDUM  
FOR INTRUSION ALARM**



1. **Dwelling Unit Description.** Unit. No. 01,  
200 Maxwell Lane (street address)  
in Harrison (city),  
Ohio, 45030 (zip code).

2. **Lease Contract Description.**

Lease Contract date: October 27, 2017

Owner's name: Villages of Whitewater

Residents (list all residents): Sample Lease

3. **Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one)  required or  optional. You are responsible for all false alarm charges for your dwelling.

4. **Permit from city.** You (check one)  do or  do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is \_\_\_\_\_, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

5. **Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions  are attached or  will be provided to you when you move in.

6. **Alarm company.** You (check one)  will or  will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one)  may choose your own alarm company or  are required to use \_\_\_\_\_ as your alarm company. The alarm system is repaired and maintained by \_\_\_\_\_.

7. **Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

8. **Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to (check one)  contact your intrusion alarm company immediately for repair or  contact us immediately for repair. The cost of repair will be paid by (check one)  you or  us.

9. **No warranty.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

10. **Liability.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

11. **Emergencies.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

12. **Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.

13. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Wireless equipment only may be installed and requires permission from management prior to installation. Security code is required to be maintained by Hearth Home Management.

**Resident or Residents**  
[All residents must sign here]

**Owner or Owner's Representative**  
[signs here]

**Date of Lease Contract**

October 27, 2017





NO-SMOKING ADDENDUM

Date: October 27, 2017 (when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the dwelling community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. Dwelling Unit Description. Apt. No. 01, 200 Maxwell Lane (street address) in Harrison (city), Ohio, 45030 (zip code).

2. Lease Contract Description Lease Contract date: October 27, 2017 Owner's name: Villages of Whitewater

Residents (list all residents): Sample Lease

3. Smoking Anywhere Inside Buildings of the Dwelling Community is Strictly Prohibited. All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the dwelling community is strictly prohibited.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the dwelling community.

Smoking Outside Buildings of the Dwelling Community. Smoking is permitted only in specially designated areas outside the buildings of the dwelling community.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the community may be used for smoking: Back patio only may be used for smoking purposes. There is a \$5,000 fine if you smoke inside the home or garage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

4. Your Responsibility for Damages and Cleaning. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the dwelling community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum.

dwelling or building is in excess of normal wear and tear in our smoke free dwelling community.

5. Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

6. Definition of Smoking. Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product.

7. Lease Contract Termination for Violation of the Addendum. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum.

8. Extent of Your Liability for Losses Due to Smoking. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

9. Your Responsibility for Conduct of Occupants, Family Members, and Guests. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

10. There Is No Warranty of a Smoke Free Environment. Although we prohibit smoking in all interior parts of the dwelling community, there is no warranty or guaranty of any kind that your dwelling or the dwelling community is smoke free.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling.

- Neither you nor anyone who will be living in the dwelling is a smoker.
Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [Sign here]





CRIME/DRUG FREE HOUSING ADDENDUM

1. Dwelling Unit Description. Unit. No. 01, 200 Maxwell Lane (street address) in Harrison (city), Ohio, 45030 (zip code).

2. Lease Contract Description. Lease Contract date: October 27, 2017 Owner's name: Villages of Whitewater Residents (list all residents): Sample Lease

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

- 1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but

not limited to the State of Ohio and/or the Federal Controlled Substances Act.

- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws.
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

Resident or Residents (sign here)

Date of Signing Addendum

[Signature lines for Resident]

[Date lines for Resident]

Owner or Owner's Representative (signs here)

Date of Signing Addendum

[Signature line for Owner]

[Date line for Owner]

