

WildcatStreet Lease Agreement

1.) One Box must be checked:
 This is a new lease agreement.
 This agreement amends and restates the Original Lease Agreement, with Lessees in this section listed below assuming the obligations of the Lessees of the Original Lease Agreement. This lease shall adopt and incorporate the original lease, any subsequent leases prior to this lease, the initial check-in sheet from the original lease, and an Assumption of Lease Agreement (all included herein below in this same electronic signature envelope or paper document).

PROPERTY ADDRESS	Unit Number	Lexington, Kentucky
123 Wildcat Street	-	40503

Lessee(s):	George Washington, Samuel Adams, Thomas Jefferson
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2.) **LEASE TERMS and DATES** The move-in date and time will be the date and time stated herein below, or within 48 hours of the surrender of possession by the previous residents, whichever is later, provided the surrender of possession is no more the 5 days after the date and time stated herein below. Rents will be adjusted accordingly.

Lease Term	Deadline for Signing Lease (Date/Time)	Lease Beginning (Date/Time)	Lease Ending (Date/Time)
c. 1 Year	10/5/2017 at noon	June 12, 2018 at 12:01 am	June 10, 2019 at 9:00 am

3.) **RENT AMOUNTS**

Monthly Rent	Monthly Rent with fees from Sec. 4	Total Rent (including Fees)
\$1,575.00	\$1,575.00	\$18,847.50

4.) **OTHER MONTHLY FEES (Payable to owner if marked "Yes," per amount indicated, as rent)**

	Applicable		Monthly Fee (if Applicable)
Pet Rent	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	\$0.00
Other (See Special Terms)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	\$0.00
Total Other Monthly Fees			\$0.00

5.) **RENT DUE PRIOR TO MOVE-IN**

Rental Period	Month	Amount	Due Date
Last Full Month Rent & Fees	May 2019	\$1,575.00	10/8/2017

Prorated first & last month	Number of Days	Amount	Due Date
First Month	19	\$997.50	6/1/2018
Last Month	10	\$525.00	6/1/2018

6.) SECURITY DEPOSIT and ONE TIME CHARGES

	Deposit Amount	Due Date
Security Deposit	\$1,500.00	6/1/2018
Pet Deposit (If Applicable)	N/A	6/1/2018

(Pd. See Special Terms)

7.) PET AGREEMENT One of the following must be marked.

- Pets are NOT allowed.
 The pets listed herein are allowed, under the terms in Section 51 below.

Type of Pet	Name/Gender	Breed	Age	Weight
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

8.) RESPONSIBILITY FOR UTILITIES and OTHER SERVICES (See Website for utility phone numbers.)

Service	Lessee's Responsibility	Owner's Responsibility	Resident pays Owner
Solid waste / Trash Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas (N/A <input type="checkbox"/>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cable/Internet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm System Monitoring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Snow & Ice Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maximum utility expenses to be paid by owner over lease term: \$1			

9.) LEAD PAINT INFORMATION :

Building Age: Pre-1978 Post-1978

Known Lead Paint : None
 See below for more EPA educational and disclosure information

10.) ACCEPTANCE OF LEASE: This document is and shall be construed to be a conditional offer to lease the Property, and shall only be deemed to be accepted by Lessee(s), as named in Section 1 hereinabove, and Owner and become a binding, valid rental agreement upon the following selection:

- Upon the execution hereof by all of the "Lessees"; no guarantors shall be required. In such event, the date of this lease shall be the date on which the last of the Lessees executes this Lease.
- Upon the execution hereof by all of the "LESSEE(S)" and execution hereof of **at least 1** Guarantor(s) named in the "PERSONAL GUARANTY" attached hereto and made a part hereof. In such event, the date of this Lease shall be the date on which the last of the Lessees or Guarantors, whichever shall be later, executes this Lease.
- Upon the execution hereof by such number of LESSEE(S) as set forth in the "Special Terms and Conditions" hereinbelow, and/or execution hereof by such number of GUARANTORS as set forth in the "Special Terms and Conditions" hereinbelow. The date of this lease shall be the date the last signer signs, or as set forth in the "Special Terms and Conditions" hereinbelow.

11.) SPECIAL TERMS AND CONDITIONS:

None.

- 12.) EXPIRATION OF THIS OFFER.** This instrument is a conditional offer to lease. A properly signed and fully executed copy of this Lease and, if required, Personal Guaranty, respectively, as set forth in **Sections 10 and/or 11**, must be received by WildcatStreet, **on or before the date and time** set forth in **Section 2** above as Deadline for Signing Lease, or this offer shall be automatically terminated and withdrawn. Owner, in its sole discretion and option, with or without writing, may extend the date and time for this offer to be accepted. If this lease is sent through an electronic signing system, any markings in the electronic copy that the lease is void shall mean that the lease is void, notwithstanding any provision in Section 10 above.
- 13.) GUARANTY.** This Lease is expressly conditioned upon the full execution, in accordance with **Sections 10 and 11**, as applicable, of the Personal Guaranty, attached hereto and made a part hereof, the terms of which are incorporated and adopted herein as if set forth fully in this Lease, and which are an integral part of this Lease.
- 14.) OWNER** The term "Owner" or "Management" as used in this lease shall include, in addition to the actual owner of the property, or any other managing agent employed by the owner of the Property, any holder of assignment of rent on the Property, and collectively their agents, employees and other principals. WildcatStreet, or some other person or managing agent, may be managing the Property on behalf of an independent Owner of the Property during the Term of this Lease; the managing agent shall have the full authority to enter into this Lease and to manage the Property on behalf of the Owner in applying and enforcing the Lease.
- 15.) OWNER'S ADDRESS.** All payments, and notices or demands or maintenance requests by the Lessee should be made at the below name and addresses, or to any other name or address as may be provided by Owner at a later time. **Lessee agrees that communication shall be conducted electronically or by mail, and shall not be by telephone, emergencies excepted.** (Even in the event of an emergency, a maintenance ticket filed electronically via the online portal is frequently the fastest way to reach the maintenance team as they receive these messages quickly.)

Name and Address:

**WildcatStreet
Post Office Box 910726
Lexington, Kentucky 40591-0726**

Electronic Communications including Maintenance Requests, Administrative Questions and Electronic Payments (if available) can be addressed by logging into the resident portal at:
www.wildcatstreet.com

- 16.) LESSEE(S).** "Lessee" or "Lessees" refers collectively to all persons who execute this Lease as Lessees, and are named in section 1 above. Additional persons cannot be added to or signatories removed from this Lease without the approval of all the Lessees and the Owner, except as required by law or as provided elsewhere in this lease. "Occupant" or "Occupants" refers collectively to all Lessees who occupy the property for seven (7) or more consecutive days, for such time as they occupy it; not all Lessees are necessarily expected or required to occupy the property. Rent is due regardless of a particular lessee's occupancy or lack thereof.
- 17.) RENTAL APPLICATION AND INFORMATION.** A "Rental Application" form must be completed by all Lessees and Sublessees, and may be required of Guarantors at Owner's exclusive option. This Application, completed by electronic or other means, is an important and material part of this Lease, and any accompanying Guaranty incorporated herein, and the information provided by Lessees, Sublessees, and Guarantors is relied upon by Owner in entering into the Lease. Any material misrepresentations, misleading or false statements in an application may void this Lease at the sole option of the Owner.
- 18.) JOINT AND SEVERAL LIABILITY.** Every Lessee who signs this Lease shall be jointly and severally liable for compliance with all lease terms. "Jointly and severally liable" generally means that any Lessee can be held individually liable or jointly liable to Owner for any damages resulting from any breach of this Lease and/or damages arising thereunder, even if the first Lessee was not personally at fault.
- 19.) PROPERTY CONDITION:** The Lessees, and any other relevant third parties who have any interest in the condition of the Property have inspected it to their satisfaction prior to the formation or the acceptance and execution of this lease, and have determined that it is in a safe habitable condition, acceptable "as is." Lessees specifically acknowledge that they have no expectation of improvements except as provided herein under "Special Terms and Conditions." At a *minimum*, the owner will deliver the property at move-in, in broom swept condition, with floors and surfaces of habitable areas swept clear of loose debris. (The Owners endeavor to turn over possession of the property in a much higher level of cleanliness, but Lessees shall have no expectations beyond broom swept condition). Regardless of the condition in which the property is received, Lessees shall yield the Property back to the Owner upon termination of the Lease, whether such termination shall occur by expiration of the Term or in any manner

whatsoever, in the same or better condition of cleanliness as at the Beginning Date of the initial lease, reasonable wear and tear excepted.

- 20.) **OCCUPANCY.** The Property is specifically leased as a single residence, and all occupants agree that they will live as a single housekeeping unit, and are prohibited from occupying the Property in such a way as to be in violation of Federal, state and local laws, ordinances and/or regulations governing fire, safety, zoning, and nature of occupancy; or in a way so as to be considered a boarding or lodging house by state and local authorities. Any behavior, mode of occupancy, or modification to the Property by Lessees that violates Federal, state or local laws, regulations or ordinances, or causes the Property to be deemed a boarding or lodging house by relevant authorities will constitute a material breach of the Lease by the Lessees. The Lessees agree not to use areas of the Property not approved for bedrooms as bedrooms. In the event any government agency cites the Owner or the Lessees for violation of any statute, ordinance or other applicable law regarding use of the Property, the Lessees agree to remedy the violation immediately, and fully conform to the applicable law. There shall be no other persons residing at the Property without the prior written consent of the Owner. Any guests that occupy the Property for more than seven (7) days in one month's time, shall be in violation of this section, so that this Lease may be terminated or an Additional Occupant Charge assessed, at the Owner's sole option (see Fees and Assessments Table).
- 21.) **DELIVERY OF POSSESSION.** The Owner shall make all reasonable efforts to deliver possession of the Property to the Lessees on the Beginning Date. However, if the Lessees are unable to take possession of the Property on the Beginning Date as a result of any cause or reason beyond the direct control of the Owner (such as unexpected cleaning, maintenance or painting requirements, a previous tenant holding over in violation of a prior lease, or changes in law or ordinance), the Lessees cannot hold the Owner liable for damages. Lessees' sole remedy is the prorated Rent for the period between the Beginning Date and the date the Owner is able to deliver possession to the Lessees. Owner will reasonably cooperate in assisting the Lessees to make separate arrangements at the Lessees' expense for lodging and storage of their possessions during this period, and Lessees agree to occupy the Property immediately upon availability.
- 22.) **RENT.** Rent is payable monthly in advance without notice or demand at the rate specified and at or before 5:00 PM Eastern Standard Time on the first day of each calendar month of the term of this agreement, unless specified otherwise elsewhere in this document. Rent payments shall be mailed to the PO Box specified above under Owner, or such other place as Owner may from time to time designate. Rents must be received by the Due Date, or postmarked three days prior to the due date if paid by U.S. Mail, to be considered paid on time. (International mail must simply be received by the due date.) Payments received are applied to oldest outstanding balances first. **ONLY Cashier's checks, certified checks, money orders and any owner approved alternative payment method (such as a specified online payment system) will be accepted. Payments made with cash or personal checks will not be accepted; this includes payments sent by online systems other than that provided by owner.** Should Owner post or email rent reminders, or agree to accept payments made in an unapproved or alternative method, all parties agree that this is done as a courtesy to Lessee and shall in no way be construed as a waiver of this provision, nor shall it induce reliance, and resident specifically agrees that there shall be no waiver.
- 23.) **PARTIAL RENT PAYMENT.** The monthly rent must be paid in full. As a convenience to all parties, Owner accepts rent in multiple partial payments from Lessees, except as provided for herein. Each Lessee remains responsible for full payment of the rent each month, and if all the rent is not paid in full on or by the due date, the late payment fees will apply. In accepting partial payment Owner does not waive any of its right to demand payment in full or late fees. If monthly rent is not paid in full by the Lessees for any month by 5:00 PM EST on the 15th day of the month, Owner may elect, starting with the next month, to accept ONLY payments in full, including rent and all other outstanding balances, and/or ONLY by money orders, cashier's checks, and certified checks paid at the same time on or by the due date. Should Owner elect this option any alternative payment method including electronic payment may be disallowed. Nothing herein shall be construed to require the pooling of rent.
- 24.) **PRORATED FIRST AND LAST MONTH'S RENT.** In the event that under the terms of this Lease the beginning date is not the first of the month, and/or the ending date is not the last day of the month, the rent due for either the first month, the last month, or both, will be prorated based on the number of days in the month, and both will be due and payable on the first day of the month in which the lease begins, unless stated otherwise in section 5 above. The prorated first and last month's rent is due on the date specified herein without regard to other prepayments made under Sections 5 above and the Section below titled "Last Full Month Paid In Advance."
- 25.) **LAST FULL MONTH PAID IN ADVANCE.** The LAST full month's rent, and any associated fees, is due in advance within 48 hours of the execution of this lease, unless provided otherwise by a date specified in Section 5 above, and shall not be refunded without specific agreement of owner. Failure to pay the Last Full Month's rent as stipulated is a material breach of this lease, and Owner shall be entitled to void this lease at Owner's sole option.

26.) ADDITIONAL RENT FOR LATE PAYMENT. Time is of the essence of this Lease.

- a. Unless all Rents and any other amounts owing and due under this Lease are paid in full on or by the Rent Due Date and time, Lessees agree to pay \$75.00 as additional rent as stated in the Fees and Assessments Table, and a charge of \$7.50 per day for every subsequent day that a balance is not paid in full. In the event of a discrepancy in late fee policies between the online system and the lease agreement, the lease agreement prevails.
- b. Provided, however, if any amount due prior to the start date of the lease is not timely paid as set forth herein, then late fees in the amount of \$100.00 shall be applied beginning on the day following the due date, and then every 2nd and 16th day of each month thereafter until the full balance including late fees is paid, or until the beginning date of the Lease, at which time, the regular late fees, as set forth in Section 26(a), shall apply. In addition to the imposition of late fees as set forth herein, Owner expressly reserves its right to terminate the Lease for failure to pay the last full month's rent as set forth in hereinabove.
- c. Lessees expressly acknowledge and agree that the costs and damages incurred by Owner due to late payment are difficult to calculate and that the late fees set forth herein are not a penalty but liquidated damages that are reasonable and intended to compensate Owner for the costs, expenses, and other damages incurred due to late payment.

27.) RETURNED/ REJECTED PAYMENT FEE. Payments, whether in electronic or paper form, made and then returned by a financial institution because of insufficient funds, because of incorrect information provided by payee, because of refusal of payee's financial institution to honor the electronic instrument, or other such reason, are for purposes of this Lease considered void, and deemed not to have been made at all. In the event any payment given by Lessees is returned by the issuing bank unpaid, Lessees agree to pay a Returned Check/NSF Fee as stated in the Fees and Assessments Table. Lessees agree to redeem any returned check or NSF or electronic payment, and to make all subsequent payments under this Lease by cashier's check, certified check or money order, at the discretion of the Owner.

28.) PAYMENT OPTIONS: All payments must be made in cashier's checks, certified checks, or money orders and delivered by mail via the US Postal Service, or made via owner approved electronic payment system at Owner's exclusive option as provided herein. Personal checks are specifically not accepted, including personal checks sent by a bank's online payment system. Should owner accept a personal check(s) as a courtesy to Lessee, the acceptance shall not be construed as a waiver of this provision, nor shall it induce reliance.

29.) ONLINE PORTAL SYSTEM: Owner may at its exclusive option provide an electronic resident portal system for the convenience of Lessees. The availability, features, fees, and terms of use of any such website or any such resident portal are expressly NOT a condition of this Lease, and owner is completely free to change services, service providers, fees, and/or discontinue access to these services independent of the terms of this Lease. Owner will endeavor to provide 14 day written or emailed notice to Lessees of any such change, unless doing so constitutes a hardship. Failure of any electronic system on any specific day is always possible, and Lessee agrees that owner shall not be responsible for any such failure beyond his direct control, or for failure of network connections, or of Lessee's systems. If Lessee or Lessees fail to perform under this Lease, or in any other way defaults under this Lease, or if Lessee abuses the online system in some way, allows third parties access to the system, or compromises the security thereof whether by failure to keep login information private and secure or otherwise, then Owner may discontinue access to any such electronic portal system, reset login data, and/or refuse to accept electronic payment from any individual Lessee or group of Lessees, at any time without notice. In the event of a discrepancy between information in the website or online portal, and this lease, this lease shall govern. **Any convenience fee charged for electronic payment processing shall be considered additional rent.**

30.) COMMUNICATIONS AND CONTACT INFORMATION. Residents agree to communicate with owner and/or his agents in writing through the mail, text messaging, or through such portal system as may be provided, or in the absence of a portal through e-mail or the owner's website whenever possible, except for maintenance *emergencies*, or in the case of such other communications as require certified or personal delivery. Lessees agree that practical technological considerations make some forms of communication one-way, and agree to use the mechanisms provided by, and as stipulated by, owner. In the event that a web portal with individual logins for lessees is provided, Lessees agree to log in under their own user name to forward communications to Owner. Owner and/or Management further reserves the right to communicate only to the Lessees themselves, and not guarantors or other third parties. Lessees agree to maintain active e-mail accounts, and check them regularly, as well as to check any online portal system regularly. Each Lessee shall furnish Owner with his/her current telephone number and e-mail address on the application for this contract, and this information is incorporated herein by reference. Each Lessee is required to promptly update changes in his or her email address and telephone number by notifying owner either by US mail or through such online portal as may be provided. Non-emergency telephone or in-person communications may be billed as provided in the fee table.

- 31.) **DAMAGE SECURITY DEPOSIT.** Prior to taking possession, on or by the first day of the calendar month in which the lease begins or by such other deadline as specified above in **Section 6**, Lessee is required to pay a Deposit in the amount specified in **Section 6** as security for the protection of Owner from damage to the Property beyond reasonable wear and tear. **Lessees may not take possession until the entire Deposit is paid.** The Deposit will be returned to Lessee only if Lessee faithfully performs the obligations required by this Lease and in KRS 383.605, applicable by virtue of Section 12 of the Code of Ordinances for the Lexington-Fayette Urban County Government ("LFUGC"), including keeping the Property in as good a condition as it was at the time of the initial occupancy under the original Lease, upon vacating the Property, excepting normal wear and tear. Deposit may NOT be used by Lessees as payment for any amount of Rent due and payable. Damages include, but are not limited to, damage caused by break-ins, plumbing back-ups, broken windows, frozen pipes, vandalism, cleaning the premises, damage to appliances and fixtures, or damages caused by guests. Smoke and pet related damages to paint and carpet or furniture provided by Owner, including but not limited to damages resulting from candles and tobacco products is expressly NOT normal wear and tear. Lessee understands that Lessee's liability for damage is not limited to the amount of the Deposit, and that any loss or damage in excess of the Deposit remains an obligation of Lessee. Deposits are held in escrow at Central Bank, Account number 10424536. Deposit will be refunded in one check to the Lessees at the address indicated in writing prior to move-out. Lessees agree to work out the details concerning division of any refund among themselves.
- 32.) **MOVE-IN INSPECTION:** Prior to occupancy the Owner has or will make an inspection of the property and produce a move-in inspection report detailing the condition of the property and listing any damages or malfunctions that the Owner observes. This report may be delivered in paper form, electronically, or posted by website. Should the Lessee disagree with the move-in inspection provided by the owner, the Lessee may make note of any additional damages or malfunctions or dispute the owner's description of the condition of the property in writing to the owner within 24 hours of occupancy. Failure to describe any such damage on the Move-In Inspection Report shall constitute conclusive evidence that Lessees took possession of the Property in good and satisfactory condition without existing damage, beyond that described in the move-in inspection report. Since all Lessees do not necessarily move-in at the time of initial occupancy, and it is therefore frequently impractical for all Lessees to examine the property at move-in, a single Lessee may receive the Move-In inspection on behalf of the entire group, and shall be responsible for noting damages or malfunctions not described on the owner's report as detailed above. All Lessees not participating in the move-in inspection specifically and expressly agree to be bound by the assessments of the Lessee(s) participating in the move-in inspection. **The move-in inspection is not a maintenance request.** Any maintenance requests must be submitted separately in writing by mail or electronically via the Owner's web site.
- 33.) **MOVE-OUT INSPECTION.** Checkout procedure shall proceed according to the following steps. Owner shall post online, email, or in some other way provide for Lessee's benefit a checkout packet including instructions as to cleaning, utilities, forwarding addresses, and disposition of keys, parking tags (if any), and any other lease related items and issues. This packet may be provided in paper or electronic form. Lessees shall vacate the property on or before the time and date of the expiration of this Lease. Should Lessee vacate the property before the expiration, he/she shall notify owner for the security of the property. Prior to the time of surrendering possession, all personal property must be removed from the interior and exterior of the property, all cleaning that Lessees intend to effect must be completed, and all keys and parking tags returned, as per instructions in the check-out packet. Mailing keys is not acceptable unless they arrive by the date and time of checkout. Owner will inspect the property and determine the damages present and the work required to restore the property to the condition at move-in, including repairs, cleaning, and the like, whether or not all such work is actually undertaken immediately. (Some damages are not immediately visible or obvious, so this report by its nature must be preliminary.) A preliminary report on these damages will be sent to Lessee by electronic means, including e-mail or posting to Lessee's online portal, or otherwise within 72 hours. Should Lessee desire the right to re-inspect to verify or dispute owner's assessment of damages, Lessee must advise Owner in writing 48 hours prior to vacating of the Lessee's desire to reinspect, and Owner will schedule an inspection between noon and 6.p.m on the day prior to the termination of the lease; possession will be surrendered at that time. Owner, in such circumstances, will produce the report within 3 hours and allow residents an additional 2 hours for reinspection. Lessees may only re-inspect at that time to see the accuracy of Owner's findings, but may not attempt last minute remedy of deficiencies. Lessees will then have 24 hours to dispute such findings. Owner may cause work to be done to make the property ready for the next group of Lessees immediately upon termination of this lease. Lessees agree that all garbage, trash, debris, unwanted furniture and similar large items shall be gone from the property at move-out, so as not to inconvenience incoming residents, and that a failure to abide by this provision shall entitle the owner to remove such items and charge accordingly.
- 34.) **ENTRY BY OWNER.** Owner shall endeavor to respect the privacy of residents, however Owner shall have an absolute right to inspect the Property, or to exhibit the Property to prospective or actual purchasers or prospective Lessees or others, without liability, at any time after having given Lessee two days' written (or e-mailed) notice of the intention to do so. Any animals shall be restrained, removed from the property, or caged if other means of restraint are not adequate, so as to prevent interference with

owner's entry. Notice is not required in the event of emergency, if responding to a maintenance request, if following-up on completing a multi-day repair, or if notice is not practicable otherwise. For purposes of notice for showing the property to prospective tenants, conducting maintenance and property inspections, and other necessary entries, the owner may elect to give residents notice with a three hour window for when the owner/management will be in the property.

- 35.) **INSPECTIONS.** Owner shall, at its option, conduct inspections of the property, to insure that the property is being kept in a clean, healthy, sanitary and well maintained condition, and that all the building systems and appliances are being properly maintained and used in a reasonable manner. During these inspections the Owner may check for (but shall not be limited to) the following items: HVAC filters, smoke detector operation, light bulbs (maximum 60 watt incandescent unless fixture rated otherwise), hot tub covers and operation (if applicable), snow and ice removal, the presence of unauthorized hardware or alterations, and the presence of trash and debris. In the event that the house has fluorescent or LED lighting, any replacements must be of the same kind and rating. Should the Owner discover that Lessee has failed to maintain the property or systems properly, he will immediately take such actions as are necessary and bill the Lessees according to the Fees and Assessments Table below, or the fair market cost. The Residents shall pay all amounts owed pursuant to this section on the next date that rent is due after invoicing by the Landlord.
- 36.) **SHOWINGS.** Owner shall have the right to show the property to prospective future residents or buyers. Residents understand that due to the nature of this particular rental market, it will be necessary to show the property during their occupancy, and agree to cooperate with owner to secure future rental of the property. Owner will provide notice, through e-mail, web portal, or similar electronic means, of showings; residents may elect to waive this notice. Owner will endeavor to minimize the intrusion caused by such showings to the extent possible. Residents agree not to attempt to interfere with owner's efforts to rent the property to future tenants, either with disparaging comments (written, electronic, visual or verbal), unsightly habitation, anti-social behavior, or any other such action or inaction. Any animals shall be restrained, removed from the property, or caged if other means of restraint are not adequate, so as to prevent interference with the showing. All parties agree that any disagreements between owner, management company, or tenants shall be resolved exclusively either internally or through the appropriate channels as provided herein; any attempt to inhibit owner's efforts to lease the property to prospective tenants shall be considered material breach of the lease, and/or tortious interference with contract. In the event that owner believes that residents are violating this provision, it shall have the right to give notice requiring that residents stop such behavior, or that they be absent at showing times, or terminate this lease agreement.
- 37.) **NOTICE.** Any notice required to be given to Lessees by Owner under this Lease or by applicable law shall be deemed given when delivered by any one of the following methods: e-mail to one of any Lessee's e-mail addresses listed in the application (or subsequently updated); text message to one of any Lessee's mobile phone number as listed in the application (or subsequently updated), written notice delivered to any of the Lessees as applicable; written notice delivered to the Property including affixed to the door, sent by regular first-class mail or certified mail; or, in the case of repairs or routine communications, notice given orally by phone or personal contact with any Lessees or adult in the unit, or by one of the above mentioned means of giving notice. Notices may reference information contained on the website, such as a showing schedule. In the event phone numbers or e-mail addresses change, the Lessee is responsible for notifying the Owner of the new e-mail addresses or phone numbers as provided above. Except for emergency issues, all notices from Lessees to Owner must be either in writing or by such online system as owner shall provide.
- 38.) **PICTURES.** The Owner shall have the right to take pictures or videos of the property to document its condition and for promotional purposes, and such pictures or videos may depict property of residents. The owner shall retain exclusive rights to said pictures.
- 39.) **LAWNCARE AND EXTERIOR MAINTENANCE:** Unless indicated otherwise in **SECTION 8 above**, the Owner specifically agrees to maintain the lawn, bushes, and shrubbery in good, well trimmed, and visually attractive condition, and retains the right to enter into the Property without notice, to maintain and modify the drive and parking area, sidewalks, any exterior structures, the lawn, landscaping, and exterior of the structure in any manner the Owner deems appropriate. Lawn care specifically does NOT include snow and ice removal or trash pickup or removal, nor does it include picking up animal droppings or cigarette butts. Owner may use water and/or electrical service for landscaping, maintenance, and repair purposes.
- 40.) **SNOW, ICE, TRASH REMOVAL:** Unless indicated otherwise in **SECTION 8 above**, Lessees specifically agree and covenant to be responsible for shoveling or otherwise removing snow and ice from the sidewalks, walkways, steps, overhangs, and porches, driveways, and parking areas; and for picking up and disposing of any pet droppings, litter, garbage, and debris anywhere on the Property, regardless of its origin. Any fines, civil penalties, assessments, liability, or other costs incurred by Owner as a result of citation by city Code Enforcement or other authorized officials, or in prevention or response to such citation, for violations that are the responsibility of the Lessees may be passed to Lessees, at Owner's discretion. Lessees specifically and expressly agree and

covenant to indemnify and hold harmless the Owner and Management for any accidents or damages to any party whatsoever due to snow or ice on walkways or driveways or overhangs or elsewhere on the property, or any other breach of this provision.

- 41.) **UTILITIES.** Lessee agrees to be responsible for, place in his or her name and pay for all utilities indicated in the table above, **Section 8**, as being his/her responsibility, as of the date of move-in, or the Beginning Date, whichever comes first; and maintain said service UNTIL THE DAY AFTER either the Ending Date, or move-out, whichever is applicable, to allow Owner to effect inspection, cleaning, and repairs. In the event Lessee fails to establish or maintain or pay for utility services as defined by this Lease, such failure shall constitute a material breach of this Lease, and owner shall be entitled to pay such utilities and charge fees based on the fees and assessments table below. Owner shall, however, be under no obligation to establish, maintain or pay for such utilities services, and may disconnect service or allow the utilities companies to disconnect service without notice. In the event Owner pays for utilities, but they are shut off because of the action or inaction of a previous Lessee, Owner shall make reasonable efforts to have utility service reestablished; Lessees understand that utility company responses are not instantaneous, and that it may take a few days to get service reestablished in such cases. Lessees shall use the utility systems supplied by Owner, if any, only for ordinary household appliances and household uses. Should electric service be Lessee's responsibility, Lessees agree to pay the electricity for exterior lights, sump pumps, garage, and other lighting, hot tub if present, and any other services necessary to the safety and maintenance of the Property, if any. Owner shall have the right to use such utilities as necessary for upkeep and improvement of its properties. In properties where Lessees pay utilities, **proof of utility conversion into a Lessee's name is required to take possession.**

If Lessee is responsible for utility payment, and moves out without settling final payment with a utility company such that service is not transferred to Owner or new residents (as appropriate), and service is subsequently disconnected, Lessee shall be responsible for costs incurred to remedy the stoppage.

Water/sewage, electric, and/or gas services are not separately metered on some multiunit properties. In such a case, as indicated above **Section 8**, Owner shall pay for one or more of these utility services for the entire property, and Lessee agrees to pay Owner a fee allocated on a per unit basis per month for such utility services.

In the event that owner has agreed to pay utility costs, as indicated in **Section 8** above, maximum annual utility usage is capped at the amount indicated in **Section 8** above. Any usage above this amount may be billed to lessees as additional rent. Owner's or Management's computerized records of utility payments shall be sufficient to establish such overages. If Owner is paying utilities, Residents have an affirmative responsibility to report any source of excess usage, specifically including, but not limited to, leaking or malfunctioning toilets, leaking faucets, malfunctioning HVAC systems, and the like. In the event that utility billing periods do not coincide with rental beginning and ending dates, owner shall prorate bills on a per diem basis for the purpose of tracking utility caps indicated in **Section 8**.

- 42.) **HOUSE SYSTEMS AND APPLIANCES.** It is assumed and understood that residents know how to operate standard household appliances, thermostats, cable/internet taps, telephone, and security systems. Residents are responsible for checking and resetting circuit breakers and ground fault circuit interrupters (GFCI's) in the event of electrical malfunction. Residents are responsible for plunging toilets, changing HVAC filters, using the proper detergent in clothes washers and dishwashers, changing batteries in smoke detectors, and changing light bulbs.
- 43.) **COLD WEATHER PROTECTION.** LESSEES AGREE TO KEEP THE PREMISES HEATED IN ANY COLD WEATHER FOR THE SECURITY OF WATER PIPING, AND SHALL SECURE ALL EXTERIOR HOSE BIBS FROM FREEZING IN INCLEMENT WEATHER BY DISCONNECTING HOSES and wrapping spigots with cloth or other insulation. **Heating units shall not be turned off during the months of November through March or any time when the outside ambient temperature is below 35 degrees Fahrenheit.** Inside temperature must always be at least 55 degrees Fahrenheit regardless of whether the Property is occupied by the Lessees or not. In the event of outside temperatures below 32 degrees F., Lessees will take care to drip faucets and take all other such precautions to prevent plumbing freezes as directed by Owner. Failure to comply with these provisions shall entitle Owner to take steps to secure the Property and charge per the Fees and Assessments table, to pay such utilities at Owner's option, and to terminate the Lease, recover possession of the Property, and to recover reimbursement for any utilities paid or damages done, the costs of which shall be borne by Lessees. In such event, Lessees shall be responsible for any resultant damage for breach of the Lease.
- 44.) **SINK/TOILET CLOGS.** Lessee agrees to have, and know how to use a plunger, and to attempt to plunge clogged sinks or toilets before entering a maintenance request. If a maintenance request is made, and only plunging is required, Lessee will be charged a service fee per the Fees and Assessments table. Lessee is responsible for cleaning up any messes caused by overflows; should

maintenance personnel perform any cleanup due to overflow, Lessee is responsible for such charges in addition to the service fee. Lessees agree to be responsible for any damages to their own or a connected unit caused by such overflows. Residents shall not flush any materials down the toilets except toilet tissue and human waste. Any other items, including but not limited to, Sanitary napkins, tampons, "flushable wipes," dental floss, condoms, q-tips, make-up applicators, and small rodents are not to be flushed down the toilets. Nor shall residents flush excess food or grease down the kitchen or other drains. Any clogs and associated clean-up and repair cost resulting from the flushing of inappropriate items down the toilets or other drains shall be the residents responsibility and considered additional rent.

- 45.) ELECTRIC SPACE HEATERS.** The use of electric space heaters can be dangerous, especially in buildings with older wiring, and Lessees agree that use of electric space heaters is prohibited without express written permission, or unless provided by owner and used as directed for emergency heating in the event of a heating system failure. In no event shall Lessees use extension cords with electric heaters.
- 46.) TELEVISIONS.** In certain properties the owner provides a television(s) and accessories (such as remote controls, mounting hardware, etc.). Any television provided by the owner is a part of the property, and must be surrendered along with all accessories, when the property is surrendered. Should the television(s) malfunction, become inoperative, or be damaged, stolen, or destroyed during the course of the occupancy, Owner may or may not elect to repair, or replace said television at its exclusive option. In the event of replacement, owner shall have the exclusive right to decide the make, model, size, features, and accessories to be included.
- 47.) LOCKOUTS.** Because of the time involved, a charge per the Fees and Assessments Schedule will be payable immediately to Owner if Lessee requires to be let into his or her home, or any part thereof. In the event the Owner or his agent is unavailable to answer a lockout call, and a locksmith must be called, Lessee agrees to pay the locksmith bill promptly. Lessee agrees that under no circumstances shall Lessees make a forced entry.
- 48.) GARBAGE AND SANITATION.** THE LESSEES SHALL KEEP THE PROPERTY IN A CLEAN, SIGHTLY, SANITARY, AND HEALTHY CONDITION AT ALL TIMES, INCLUDING DISPOSING OF ALL GARBAGE AND OTHER WASTE PROMPTLY by placing it in plastic trash bags, and placing them in the appropriate trash pick-up and removal containers per city ordinance. Lessees are responsible for insuring that all required and appropriate sanitation receptacles are maintained and used properly. If city sanitation services are not available at the Property, Lessee is required to secure the services of an appropriate private vendor prior to move-in, unless owner has undertaken to contract for such service as provided in **Sections 4 and 8** above, in which case Lessees agree to pay owner as provided in **Section 4 and 8** above. Large items, such as furniture, Christmas trees, and the like must be disposed of according to applicable law, and/or sanitation company policies. The Lessees agree expressly to pay all fines, levies, liens, or other fees incurred by the Owner as a result of any Lessee's failure to comply with such laws, ordinances, and policies. Lessees agree that all garbage, trash, debris, unwanted furniture and similar large items shall be gone from the premises (including the street in front) at move-out, so as not to inconvenience incoming Lessees, and that a failure to abide by this provision shall entitle the owner to remove such items and charge accordingly.
- 49.) CLEANING.** Lessee shall maintain the Property in a clean and sanitary condition at all times, and are required to undertake cleaning and such efforts as are necessary to maintain the kitchen, bathrooms, and other rooms, as well as the exterior of the house, in a clean and sanitary manner such that insects and other pest problems do not develop in the structure and mold is not allowed to form or reproduce. Lessees are required to maintain the Property according to applicable law or at the direction by public officers duly authorized, all at Lessee's own expense, and shall yield the Property back to the Owner upon termination of the Lease, whether such termination shall occur by expiration of the Term or in any manner whatsoever, in the same or better condition of cleanliness as at the Beginning Date, reasonable wear and tear excepted.
- 50.) PEST EXTERMINATION.** Tenant acknowledges that, while Landlord is responsible for making reasonable provision for the extermination of roaches, ants, wood-destroying organisms, bedbugs, and rodents, serious infestations of such pests in the rental premises and/or in adjoining rental units may necessitate Tenant vacating the premises, either temporarily or permanently, in order for Landlord to eradicate an infestation in Tenant's rental unit and/or in adjoining rental units.
- Landlord may terminate the tenancy and Tenant shall vacate the premises in the event that
- (1) Tenant's acts or omissions contribute to or result in a pest infestation;
 - (2) Tenants acts or omissions prevent or hinder treatment of an infestation;
 - (3) Landlord, in its sole discretion or pursuant to the opinion of a licensed pest control professional, determines that an infestation in the rental unit and/or adjoining units cannot be successfully or properly treated while Tenant continues to live in the leased premises.

If Landlord terminates the tenancy and Tenant vacates the leased premises pursuant to this provision, and if the infestation is not caused or worsened by Tenant's acts or omissions, then Tenant is released from future financial obligations under the lease.

The Tenant shall be responsible for any and all costs incurred by the Landlord, including but not limited to costs of treatment and/or eradication of the pest infestation, as a result of the Tenant's acts or omissions that (1) contribute to or result in a pest infestation; and/or (2) prevent or hinder treatment of an infestation. The Tenant's failure to reimburse the Landlord for costs incurred pursuant to this provision shall constitute material non-compliance with the lease and grounds for termination of the tenancy.

51.) PETS. PETS ARE NOT AUTHORIZED on the Property unless specifically permitted and specified in section 7 above.

Lessee agrees that pets necessarily cause damage to the Property and covenants that no pet will be allowed without the express written consent of Owner (fish, hamsters, gerbils, confined to a properly maintained aquarium or cage excepted). Snakes are not allowed. If an unauthorized pet is found on the Property, Lessees agree to pay upon demand the standard non-refundable pet fee, and any damages in excess of the pet deposit, and applicable pet fees from the beginning of the lease through the month in which notice is served, and to remove the pet or obtain written permission from the owner, at owner's option. Lessees specifically and expressly agree that Owner, Management, or any of their agents or assigns shall NOT be construed as the legal "owners" of any animal kept on the Property, whether permitted or not. Lessees moreover agree and covenant to indemnify and hold harmless the property Owner, Management, and all of their agents or assigns, for any damage inflicted by any animal or pet to any person or entity whether on the Property or elsewhere. **Pets shall never be allowed on the basis of an oral agreement.** There are no "temporary" or "visiting" pets: Pets are either on the property or not.

IF PETS ARE AUTHORIZED above, then in consideration of an initial pet fee, plus a monthly pet fee (as specified above in **Sections 4 and 6**), the Owner agrees to allow the pets specified, and only the specified pets, on the property. Owner may rely on Lessee's representations about the animals without waiving his rights to require proof of fulfillment of the terms hereinbelow. Lessees agree to the following terms and conditions, beyond monetary consideration, in exchange for the Owner's permission to have a pet(s):

- Lessees agree that pets necessarily cause damage to the Property. Lessees agree to pay immediately for any damage, loss, or expense caused by the pet, and in addition, they will add pay a \$250.00 non-refundable pet deposit for each pet, in addition to their security/cleaning deposit. Regardless of which Lessee(s) owns the pet(s), for the purposes of these agreement all Lessees are jointly and severally liable for any damage or liabilities incurred resulting from the pet or its actions.
- Lessees agree that Owner may require pictures of the prospective pet, and/or a meeting with the pet, prior to granting permission for the pet's presence on the property.
- Lessees specifically and expressly agree that Owner, Management, or any of their agents or assigns shall NOT be construed as the legal "owners" of any animal kept on the Property, whether permitted or not. Lessees moreover agree and covenant to indemnify and hold harmless the property Owner, Management, and all of their agents or assigns, for any damage inflicted by any animal or pet to any person or entity whether on the Property or elsewhere.
- Lessees agree to keep their pet under control at all times, *including specifically those times that maintenance has been requested or is being done, and the Owner is showing or has scheduled to show or inspect the property.* Lessees also agree to keep their pet restrained when it is outside their dwelling, and to provide their pet with a nametag. In the event that Owner or Manager indicates that the pet seems aggressive, Lessees agree that the pet will be secured or caged at times of maintenance, inspections, or showings.
- Lessees agree to adhere to local ordinances, including leash and licensing and pet waste requirements.
- Lessees agree not to leave their pet unattended for unreasonable periods.
- Lessees agree to take sufficient steps to keep the pet from infesting the property with pests, such as fleas, ticks, bedbugs, mites, and the like. Such steps include keeping the pet clean, treated with pest repellants, and closely supervising and controlling areas in which the pet roams.
- Lessees agree to *clean up after their pet both inside and outside the property and dispose of their pet's waste both waste properly and quickly.*
- Lessees agree not to leave food or water for their pet or any other animal outside their dwelling where it may attract other animals.
- Lessees agree to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Owner or Manager.
- Lessees acknowledge that no dangerous breeds are permitted under any circumstances. "Dangerous breeds" includes but is not limited to Pitt Bulls, Rottweilers, Akitas, Chows, Doberman Pinchers, Mastiffs, German Shepherds, Anatolian Shepherds, Wolf and Wolf hybrids. Any animal that is a crossbreed with a Dangerous Breed is likewise not permitted. Any animal with a history of biting people shall be prohibited.

- Lessees agree that snakes, monkeys, birds of prey, and ostriches are prohibited. Moreover, Owner shall have the final decision on what constitutes a dangerous animal.
- Lessees agree that this Agreement applies only to the specific pet(s) described above and that no other pet may be substituted, and to furnish the Owners with a picture of their pet if requested.
- Lessees agree that the Owners reserve the right to revoke permission to keep the pet should the Lessees break this agreement.
- Lessees agree to pay a monthly pet fee per pet as stated hereinabove. Fee will be considered additional rent, and must be included in the monthly rental payments. Pet fees are not prorated.
- Should residents have pets, and subsequent residents who do not have pets develop a flea infestation within 45 days of moving in, residents who had the pet shall be liable for extermination of the flea infestation.

- 52.) USE OF ADHESIVES.** Lessees SHALL NOT USE TAPE OF ANY KIND TO ATTACH ANYTHING TO WALLS, FLOORS, OR CEILINGS, INCLUDING USE OF TAPE OR "WALLSAVERS" TO FASTEN PICTURES TO WALLS, OR USE OF TAPE TO FASTEN WIRES TO FLOORS. Such contact adhesives are typically damaging to surfaces, and require much effort to remove. "Duct tape" is especially pernicious, and is specifically but not exclusively prohibited. (This ain't the Red Green Show.) No contact paper, adhesive fasteners, or any other object or material utilizing adhesives shall be attached to any surfaces within the Property. Pictures and wall decorations may be attached by the use of tacks or small nails (1.5 inch maximum), or wire picture hangers.
- 53.) NO PAINTING.** Lessee shall not paint any portion of the Property without the prior written consent of Owner. Any room that is painted without written consent of the Owner will be subject to a repainting charge per the Fees and Assessments Schedule whether or not the Owner chooses to repaint the room at that time. Lessees acknowledge that it is essential to Owner's scheduling and operational processes that paint colors not be changed from the standard colors used. Moreover, other damage to the paint, including smoke damage, shall incur similar charges.
- 54.) NO SMOKING or CANDLES:** Lessees agree not to smoke or to allow others to smoke inside any structures at the Property. Lessees further agree that the smoking of tobacco products, or the frequent use of incense or candles necessarily adds to the expense of repainting or cleaning, adds to the cost of carpet cleaning or replacement, and increases costs of cleaning or replacing any furniture provided by the Owner, and expressly is not normal wear and tear. The burning of candles or other such products constitutes a fire hazard and is expressly prohibited except for religious exercise and in time of emergency. If smoke damage is deemed to exist in the Property, at the reasonable discretion of the Owner, Lessees agree that some or all of the Deposit may be applied to cover Owner's costs of repairing or restoring paint, carpet, furniture, and/or cleanliness of the Property due to smoke damage, which includes but is not limited to discoloration, holes or burns due to tobacco products, incense, or candles, and residual smoke smell.
- 55.) NO FLICKING OF CIGARETTES.** Lessees are not allowed to smoke inside the property. Lessees and Guests smoking on the outside of the property agree to adhere to rules of common courtesy and fire safety and provide for clean, safe, and sanitary disposal of cigarette butts, and all other by-products of the consumption of tobacco. Each cigarette butt on the ground will be treated as a separate piece of trash and the owner may elect to treat cigarette butts like other trash and pick them up without notice and bill the Lessee accordingly.
- 56.) EXTERIOR ITEMS and FURNITURE.** No personal belongings of any type, and in particular, no furniture intended for interior use, are to be left on the lawns, walks, parking areas, stairs, landings, patios, porches, or in any other common areas. Violations of this requirement are serious and material, as the LFUCG Building Code and Property Maintenance Code restrict the accumulation of all such items, and could subject Owner to liability. Lessee will be responsible for keeping patios, decks and stairways clean and free of debris, trash, and inappropriate items. No bicycles or other personal items may be stored in a breezeway or balcony, if, in the Owner's view, they obstruct passage or create a fire or health hazard or nuisance, and Lessees will promptly remove them upon notice by Owner.
- 57.) GRILLS.** Grills or other heat producing appliances used outdoors must be kept 12 feet from the building at all times for fire safety. Owner is expressly permitted to remove any such appliance in violation of this provision without notice in order to secure the property from fire.
- 58.) ALTERATIONS TO THE PROPERTY.** Lessees shall not make any alterations, improvements, or additions to the Property without the prior written consent of the Owner. No holes shall be drilled in the walls, woodwork, or floor, nor shall exterior structures or fences of any sort be erected, and no antenna or satellite dish installation is permitted to be installed if installation requires attachment to the physical structure of the building. No painting is permitted of any surface or fixture of the Property.

- 59.) **SIGNS AND BANNERS.** No signs, banners, flags, advertising or any other materials or objects shall be placed in windows, or on walls (both exterior and interior) so as to be seen from the outside, except by written permission of Owner. Owner may display signs on the Property for rental or sales purposes, and Lessees covenant not to move or disturb such signs, nor to allow others to do so.
- 60.) **SMOKE DETECTOR.** Lessees acknowledge that Owner has installed smoke detection devices within the Property in compliance with applicable fire prevention codes, and that the devices are fully operable at the time of occupancy by Lessees. Lessees shall have the obligation to test the devices on a weekly basis, and in the event of any defect in the devices, Lessees shall notify Owner immediately such that repair or replacement can be made. By paying the Rent required on the Due Date, Lessees acknowledge that they have conducted a test and an inspection of the devices on a weekly basis during the past month, and that each device was operating properly at the time of the inspections. Removal, alteration, or tampering with a smoke detector is a violation of city ordinance and shall be deemed a willful and material breach of this Lease.
- 61.) **BASEMENTS AND CELLARS.** Unless the basement or cellar is clearly finished space, Owner and Lessee agree that the basement will be used only for HVAC, laundry if applicable, and utility access, not as living or recreational space, and Lessees agree not to use basements or cellars for inappropriate purposes. Lessees further understand and agree that basements and cellars occasionally, and sometimes regularly take water in times of heavy rain, and Owner is not responsible for making the basement waterproof, or extracting or cleaning-up from water seepage unless that water threatens to harm the laundry, or HVAC equipment or otherwise damage the Property, or if it fails to drain out of the basement within 48 hours after the rainfall ceases. Nor is the Owner responsible for any damage done to the Lessee's personal property should it be stored in the basement. Lessee agrees to notify the Owner of water seepage immediately so that the Owner can assess the situation, and take corrective action if Owner deems it appropriate, necessary, or reasonable.
- 62.) **ROOF OFF LIMITS.** In no case whatsoever shall Lessees use any roof, porch roof, or pergola for any purpose whatsoever, other than escape in the event of fire or similar emergency. Evidence of such use will be deemed a material and willful breach of the lease.
- 63.) **LIGHT BULBS, FILTERS, BLINDS, WINDOW COVERINGS, SHOWER CURTAINS.** Lessee shall furnish all necessary light bulbs and HVAC filters for his or her usage of the Property, and will change the HVAC filters at least monthly. Light bulbs shall be Maximum 60 watts incandescent unless the fixture is specifically rated for higher wattages. Owner agrees that all light bulbs and filters will be working, and clean as of the Beginning Date, and Lessee will be responsible for leaving them functional and clean at Ending Date. Lessee agrees that running HVAC systems without necessary filters, or filters too clogged to pass air freely, can severely damage equipment, and shall be responsible for such damage if neglectful of the filters. Blinds and window coverings as provided by owner shall be kept in good condition and not abused; however, owner shall not be obligated to provide blinds or window coverings. Shower curtains are the responsibility of lessees, and no shower shall be operated without a water-impervious curtain or door so that water is contained in the appropriate areas and not allowed to do damage to the property. Lessees agree to make themselves familiar with common household appliances and fixtures and operate them in a proper manner; this includes, but is not limited to, operation of washers, dryers, dishwashers, refrigerators, thermostats, heating and air conditioning equipment, and the like. Owner reserves the right to charge for a service call when a service request is the result of improper settings or use. This shall include using proper detergents in dishwashers and washing machines.
- 64.) **LOCKS:** *Lessees must not add or change locks without the consent of Owner, and any change, alteration, or addition of locks not on Owner's system constitutes a material breach of the Lease.* All locks and keys are strictly controlled by the Owner. The loss of any key shall be reported to the Owner immediately. **In particular, padlocks on doors constitute a fire and safety hazard,** and damage the property, and will be removed if discovered and Lessee charged per the Fees and Assessments Table. This Property is leased as a single dwelling unit without interior locks, excepting privacy locks, as would normally be found on the bedroom and bathroom doors of a single family residence. Should any such lock be deemed in violation of applicable law, Owner shall be entitled to remove the lock or device to comply with this provision and applicable law, and replace it with an appropriate lock or knob, and charge the Lessees according to the charges outlined in the Standard Fees and Assessments Table hereinbelow. If permitted by governmental agencies, and practical otherwise, owner may elect to provide interior locking door knobs for a fee.
- 65.) **WATER BEDS.** No water beds are permitted at the Property without Owner's prior written consent.
- 66.) **HOT TUBS.** If the Owner has provided, or has agreed to provide, a hot tub or spa for the Property, the Lessees agree to be bound by this provision, and any rules and regulations pertaining thereto as established by the Owner; said provisions to be incorporated into this Lease by reference. Lessees moreover agree and covenant to indemnify and hold harmless the Owner, Management, and all of their agents or assigns or contractors, for any damage or harm resulting from or related to use or presence of the hot tub.

Lessees agree not to turn off or disconnect the hot tub from November through March without Owner's express written approval, so as to protect the hot tub from freeze damage. The use of the hot tub in the premises shall be for the sole enjoyment of the resident and his or her guests; no commercial use is allowed. All electricity, water, chemical applications, maintenance and security of the hot tub are the sole responsibility of the Resident. Resident shall not neglect the tub or allow unsafe, unsanitary, or abusive conditions to occur. In order to insure that basic maintenance takes place, the Residents agree that the Owners will change water and do a basic cleaning of the hot tub approximately every 2 months, and supply the residents with a basic chemical pack designed to last at least that long in order to insure that the hot tubs are properly maintained on a basic level. The monthly cost of this service will be stated in **Section 4** above, and will be billed to the tenants as additional rent, to be paid on the first day of each month as part of their monthly rent due. Residents are responsible for using the chemicals according to directions packaged therein. Owner may inspect the hot tubs periodically, to insure that they are kept in a well maintained condition. If owner finds inadequate maintenance it can elect to remedy the deficiency at residents' expense, or it can notify resident of the deficiency and allow resident a reasonable opportunity to remedy. Should the Owner find the hot tub being inadequately maintained on more than one occasion, it may elect to take over maintenance of the hot tub at resident's expense, or disable the hot tub and prohibit use of the hot tub for the balance of the lease. If the hot tub is deemed in violation of any state, local or federal regulation, or if any agency determines that regulations governing public bathing facilities are applicable to the hot tub, or other regulations are applicable to the facilities the compliance with which would be prohibitive, the Owner shall have at Owner's exclusive discretion the option of removing the hot tub from the premises in consideration of a \$50 reduction in the monthly rent, unless such governmental enforcement resulted from resident misuse, abuse or neglect, in which case there would be no reduction in the monthly rent. In the event of malfunction or breakage the owner may repair or replace the hot tub in the manner, and with the parts, materials, and/or equipment he deems, in his sole discretion, to be fit. In the event owner decides not to repair or replace the hot tub, rent shall be reduced by \$50 per month, unless the breakage or malfunction was the result of lessee's abuse, misuse, or neglect of the hot tub. The owner may promulgate any additional rules and regulations to govern the use and maintenance of the hot tubs provided residents are given ample notice of the rules and regulations as established by their Lease. Water may need to be changed more often than the changes Owner provides every two months. **RESIDENTS SHALL NOT ATTEMPT TO DRAIN HOT TUBS THEMSELVES**, as significant damage to internal parts may result if done incorrectly. Resident shall notify Owner of the need for additional water changes. Residents agree to make themselves aware of the dangers and safety issues related to hot tub use and to be solely responsible for the health, safety, and conduct of themselves and their guests. Residents agree to indemnify Owner for any damages or liabilities incurred by themselves and their guests as a result of the use, abuse, or misuse of the hot tub, or for not maintaining the hot tub in a safe and sanitary condition. Residents agree to read and abide by safety instructions provided.

67.) SECURITY SYSTEMS. Security systems provided in some properties are made available under the following rules and regulations:

- a. Residents are not to modify, tamper with, add to or remove security systems or component parts.
- b. Security systems are provided for the intended purpose of adding a measure of security when the property is vacant, and are not to be used for practical jokes, nor are they to be used in such a way as to constitute a nuisance. Management will charge for responding to a false alarm.
- c. Owner may offer additional features and options from time to time. If residents desire an optional cost-added feature, any fees associated with it will be due within 14 days, or on the first of the month, whichever is first.
- d. Security systems are not to be used in such a way as to inhibit owner's access for maintenance, leasing, inspections, or other such access as permitted under the lease or by law.
- e. Training in the system can be provided at a reasonable rate should residents so desire.
- f. By using the security system, residents acknowledge that no security system is proof against all potential loss or injury, and indemnify and hold harmless owner and management from liability for any loss resulting from malfunction or any other problem with security system. Residents are required under the lease to have insurance against such losses.
- g. In the event of malfunction or breakage the owner may or may not repair or replace the security system in the manner, and with the parts, materials, and/or equipment he deems, in his sole discretion, to be fit. In the event of governmental regulation or other such action with regard to the security system, the compliance with which is, in the owner's sole discretion, unduly burdensome, owner may remove or disable the security system.

68.) BREAK-INS AND 3rd PARTY DAMAGES. Because Owner is not in a position to police the property on a continuous basis, or to ascertain precisely who has damaged what, and Lessee is in a far better position to monitor the property and secure it from damage, Lessee agrees to be responsible for costs incurred by the owner for damages incurred through the actions of third parties, specifically including damages resulting from break-ins and broken glass, but not limited thereto. This includes damages to, or theft of, appliances, hot tubs, and televisions (if supplied by owner). For example if a mailbox is destroyed by any third party, Lessee will be responsible for the damage.

- 69.) **DAMAGE TO PREMISES AND MAINTENANCE REQUIREMENTS:** Owner shall make all necessary repairs as required by applicable state and local law or to maintain the property in presentable, showable, and orderly condition. Lessee is solely responsible for the cost of such repairs whether willful or accidental and whether caused by Lessees, guests, invitees, or other third parties, to the extent not prohibited by applicable state and local law. In the case of multi-unit properties, if the unit responsible for an exterior damage is unclear, Owner may assess repair costs to each unit. Owner may enter the Property and cause the work to be done in a workmanlike manner and present a bill for the fair and reasonable cost, or the anticipated fair and reasonable cost, with Lessee to be fully responsible for any resultant damages for breach of this Lease in the event of non-payment. Charges for damages, cleaning, trash pickup, utilities, and other fees that are the responsibility of the resident will be considered additional rent. The Residents shall pay all amounts owed pursuant to this section on the next date that rent is due after invoicing by the Landlord.
- 70.) **RIGHT OF REPAIR.** In the event that lessee, his/her guests or assigns, or other third parties, causes damage to the property or included appliances or fixtures, rendering it or them broken, damaged, or inoperative, owner shall arrange or conduct repairs as it sees fit. Because owner is concerned that any repairs be made to suitable standards, and because improperly made repairs will necessarily lessen the value of the property (though their impact may be unrecognized for some time), Lessees agree that they shall not have the right to remedy by effecting or initiating repairs themselves unless permission is granted in writing by owner. Any such repairs made without permission shall be deemed not to have been made at all, and owner may, at its option, examine, modify, or redo such work and charge for doing so. Such prohibited self-help repairs specifically include, but are not limited to, repair of holes in walls, repair or replacement of doors, repair or replacement of windows or glass, and appliance repair. The Residents shall pay all amounts owed pursuant to this section on the next date that rent is due after invoicing by the Landlord.
- 71.) **CONDUCT.** Each Lessee shall conduct himself or herself and require all other persons on the Property, including, family, friends, guests, licensees, and invitees to conduct themselves in a manner that will not disturb the peaceful enjoyment of the neighborhood by his or her neighbors, and the Lessees agree that the Property will not be used for any improper, illegal or immoral purposes, nor will Lessees permit or engage in any conduct or display which is noisy, dangerous, offensive, illegal or otherwise improper. Trespass upon, or abuse of neighboring properties is likewise prohibited. Any objectionable, abusive or threatening behavior by any Lessee or guest towards Owner or its agents or employees, or towards other Lessees or guests is not permitted.
- 72.) **CRIMINAL CONDUCT.** No Lessee or other occupant may engage in criminal conduct during the Term. In the event of any such conduct, notwithstanding whether Lessee is arrested or convicted of such conduct, Lessee shall not be entitled to remedy such violation, and Owner shall, at his sole discretion, be entitled to terminate the Lease. Lessee shall notify Owner promptly of any conviction. Criminal conduct shall constitute a material breach of this lease.
- 73.) **NOISE.** Noise (including but not limited to music) that can be heard outside the confines of structures on the Property, including noise in the exterior or common areas of the Property; violation of the Lexington/Fayette Urban County Noise Ordinance; or designation of the Property as a "party house," "nuisance house," or similar designation under the Lexington Area Party Plan Ordinance or similar such ordinances, constitutes a material breach of this Lease. Lessees agree, moreover, to be responsible for all guests and invitees, and require them to conduct themselves lawfully during such time as they are at the Property, or are in the immediate vicinity. Lessees agree that any conduct resulting in an official designation of the Property as a "no party" residence inherently damages the Property by making it less attractive to future Lessees. Lessees contributing to a Property's designation as a "no party" or "nuisance" or similar designation of the residence shall be responsible for any cost incurred in securing the removal of the designation by the Owner, including but not limited to legal fees, time incurred, and any charges or penalties assessed by public officials. Any official designation of the Property as a "no party," nuisance," or similar designation of the residence will be conclusive evidence of a willful and material breach of the Lease, causing all Rent to become at once due and payable, and subjecting Lessees to eviction at Owner's sole option. Loud and boisterous noise is not permitted.
- 74.) **LEAD BASED PAINT.** Education regarding lead based paint is a prominent goal of the Environmental Protection Agency and other housing authorities and organizations. Owner strongly supports such efforts. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. **Lead exposure is especially harmful to young children and pregnant women.** Before renting pre-1978 housing, Owner must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees of properties noted above as having been constructed prior to 1978 acknowledge by their signatures on this document receipt through electronic means of a federally approved pamphlet, "Protect Your Family from Lead in Your Home" pertaining to lead poisoning prevention from <http://www.epa.gov/lead>. Building owner, contractors, employees, and/or management may, in the course of performing maintenance, repairs, and/or other improvements on or in houses constructed before 1978, have to disturb lead-based paint. Federal guidelines require that lead hazard information be delivered to Lessees prior to commencement of work if at all possible. All parties to this lease acknowledge through their signatures below, receipt through electronic means of the pamphlet "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools," providing information of the potential risks of lead exposure from such

activities. All parties agree that EPA cleanup practices will be followed in lieu of clearance testing at the conclusion of relevant renovations. If any Lessee wishes a paper copy of either pamphlet, Owner will print one at no cost prior to lease signing. Lessee acknowledges that the new Federal guidelines with respect to Lead Paint necessarily increase the cost of certain repairs. Lessee agrees that should Lessee cause damage to the property the repair of which requires additional steps because of Lead Paint regulations, the Lead Paint Repair fee, as delineated in the Fees and Assessments table, will apply. All parties to this lease acknowledge through their signatures below, that the information pertaining to lead based paint, including any disclosures below, has been reviewed and is true and accurate to the best of their knowledge. Owner has no knowledge of lead-based paint or similar hazards at this property, except as noted hereinabove in **Section 9**.

- 75.) ACCESSORY STRUCTURES.** Detached Garages or other outbuildings are NOT included in the Property as part of this Lease unless explicitly stated herein. The Owner reserves unlimited access to these structures without prior notice to the Lessee.
- 76.) NOTIFICATION OF DEFECT.** Lessees shall immediately notify Owner in writing of the observation of any plumbing and electrical problems, heating and air conditioning malfunction, toilet malfunction, crack in plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, leaky roof, spongy floor, leaky water heater, termite activity, water leakage or flooding, any unusual coloration or discoloration or deterioration of the walls, ceilings, floors or other areas, any evidence of water intrusion through leaking faucets, or otherwise, any mold or mildew that is seen on the tiles or other surfaces in the bathrooms, any odor or other evidence of an unusual nature that may indicate the presence of leaking water, smoke, mold, or any other conditions that may pose a hazard to the Property, or the health or safety of Lessees or their guests.
- 77.) PROACTIVE RESPONSE BY OWNER.** The Owner reserves the right to inspect and police the exterior of the Property on an ongoing basis to ensure compliance with this Lease and applicable state and local law, a process referred to as "Code Sweep." Since many city code violations are health and safety related, and attributable to the Property and the Owner and not to the Lessees directly, and most have a cumulative or residual effect, the Owner reserves the right to act proactively without notifying the Lessees to insure that possible code violations are corrected prior to the issuance of citations. This will include but not be limited to trash pick-up, and proper trash and garbage container maintenance. In performing these functions, the Owner in no way assumes the Lessee's responsibility for properly fulfilling these responsibilities under the terms of this Lease. In the event of a code citation, the Owner reserves the right to act to correct the violation immediately without notifying the Lessees. The Owner further reserves the right to charge the Lessees a reasonable fee for these functions per the Fees and Assessments Table. The Residents shall pay all amounts owed pursuant to this section on the next date that rent is due after invoicing by the Landlord.
- 78.) COMMON AREA RIGHTS AND RESPONSIBILITIES.** Unless otherwise indicated in the "Special Terms and Conditions," rules and regulations issued by owner, and/or by a separate addendum to this lease, all Lessees of multi-unit buildings have full usage of the common yard and parking area, but are also jointly responsible for trash pickup/maintenance and other responsibilities outlined in this Lease in the yard and parking areas. Any reapportionment of the responsibilities can be made by and between the tenants, and all Lessees will be held jointly responsible for maintaining and not abusing the common lawn and parking areas. The owner will make all reasonable efforts to determine which group of Lessees is responsible for any violations of this provision, and allocating fees and responsibilities accordingly.
- 79.) PARKING:** Such parking as is provided is for the convenience of the Lessees. Parking is limited and Lessees are not entitled to one spot each. Lessees and their guests, invitees, or other such persons may park their vehicles on the Property only in accordance with such Parking Rules and Regulations as may be stipulated by Owner. Under no circumstances shall Lessees allow others who are not residents and who are not actually on the premises visiting residents to park on the property. Nor shall Lessees park on other nearby properties they have not leased, or allow guests and invitees to do so. Owner may modify parking and/or issue parking rules to conform to government ordinances and regulations, or to resolve disagreements between residents without affecting the terms of this Lease. In the event of shared driveways, as provided with some properties by easement, Lessees agree not to block the shared driveway. Any vehicle blocking a shared driveway, or in some other way violating parking regulations, shall be subject to towing without notice. Any vehicles parked on the property are at the risk of vehicle owner and/or driver, who will acquire insurance to secure him/herself from damage.
- 80.) RULES AND REGULATIONS:** The Owner may, at Owner's exclusive option, promulgate and modify such rules and regulations as are necessary to maintain an orderly environment and the orderly execution of this lease agreement. Such rules and regulations will be sent by e-mail to the Lessees and/or posted to the web site, and are incorporated by reference into this Lease, and once issued will have the full binding effect of this Lease agreement.
- 81.) LESSEES RESPONSIBLE FOR FINES, COST AND EXPENSES.** Lessees are required to comply with all federal, state and local governmental laws, ordinances and regulations pertaining to the entire Property including any common areas. In the event Lessee

fails to comply with any applicable law such that a fine, fee, lien, or civil penalty is assessed against Owner, Lessee shall be required to reimburse Owner, as additional Rent due, the amount of such fine, fee, lien or civil penalty, along with any and all costs and expenses incurred by Owner, including without limitation all professional fees, as a result of the assessment, the cost of removal of any lien that may be filed against the property, or any other repercussion to Management and/or Owner. In addition, Owner shall be entitled to declare the Lessee's failure to comply with the requirements of the law a material non-compliance with this Lease, and in such event, Owner shall be entitled to terminate the tenancy upon 14 days' notice.

- 82.) INDIVIDUAL LESSEE MOVE-OUT.** Moving out of the Property DOES NOT relieve any individual Lessees, or the Lessees collectively, from liability hereunder unless a written release specifically releasing any or all of the Lessees from any or all financial obligations or liabilities is executed by Owner and all other Lessees, except in such cases wherein the Owner is required by law to release one or more Lessees from the Lease Agreement, such as, without limitation, the Servicemembers Civil Relief Act. In such cases the Owner may execute a unilateral release, and the other Lessees will remain fully liable for all the obligations under the lease agreement.
- 83.) SUBLEASE AND ASSIGNMENT.** The Lessee covenants not to sublet, assign or transfer this Lease, or any interest therein, or hypothecate or mortgage the same, or sublet the Property or any part thereof without the written consent of the Owner. The Owner reserves the right to charge any sublessee an additional Deposit, as determined by the Owner, and require the sublessee to agree to the full terms and conditions of the Lease, without releasing the subletting Lessee from his/her obligations. In such event Owner agrees to allow a sublet, assignment, or transfer, the Lessee, and not the Owner, must secure the sublessee. Lessee shall remain liable hereunder but shall receive credit for all Rent paid by successors during the Term. Owner reserves the right to charge a fee, per the Fees and Assessments table for each such occurrence or Lessee wishing to sublet his/her portion of the Lease.
- 84.) VACATING PREMISES.** At the termination of this Lease, by lapse of time, or otherwise, the Lessees shall yield up immediate possession to the Owner, and return all keys (including any duplicates made at Lessees' expense) to the Owner as instructed. Should the Property remain unoccupied for fourteen days or more without payment of Rent, Owner is entitled to consider the property abandoned and that the Lessee has moved out in material breach of this Lease.
- 85.) HOLDING OVER, RENEWAL, AND TERMINATION.** This lease shall terminate as of the expiration date listed above without further notice. Should Lessees wish to renew or extend this lease, they must make arrangements to do so in a separate document to be negotiated with Owner. If a Lessee or a duly authorized Sublessee shall remain or continue to be in possession of the Property or any part thereof after the termination of this Lease, Owner shall at its sole option, have the right to bring an action to recover possession of the Property, and shall be entitled to recover an amount equal to three month's periodic Rent or three times the actual damages sustained by reason of the holdover, whichever is greater.
- 86.) ABANDONED PROPERTY.** In the event that this tenancy is terminated by abandonment or otherwise and the Lessees leave personal property on the Property, Owner is expressly authorized to enter, remove and store all such personal property belonging to Lessees and others. The personal property of obvious significant value shall be held by Owner for thirty (30) days and the parties agree that Lessees may recover it from Owner by payment of a reasonable fee as defined in the Fees and Assessments table for moving and storage of the personal property. Owner shall have no responsibility for damage or breakage to the personal property. In the event that Lessee fails to claim the personal property within thirty (30) days, the parties specifically agree that the Owner may dispose of it without further legal process and without incurring any legal liability. All abandoned items deemed to be trash, junk or garbage will be disposed of at Lessee's expense as part of the cleaning process.
- 87.) MATERIAL BREACH.** Lessees acknowledge that any breach of this Lease, including but not limited to the non-payment of Rent, presence of an unauthorized pet, any violation of applicable rules and regulations properly enacted by the Owner, violations of the conduct and criminal conduct clauses of this lease, and any other failure to abide by the Lease, shall be deemed to be material and willful. Should the Owner engage professional services to enforce the Lease, or to seek to recover any damages or other remedies as a result of any such breach, Lessee shall be required to pay such cost and expense incurred by owner, including without limitation professional fees and other costs and expenses incurred by Owner in connection therewith, which amounts shall be considered additional accrued Rent and shall be secured hereunder.
- 88.) CREDIT REPORT.** Lessees specifically authorize Owner to pull credit reports on Lessees in the normal course of business to verify application information and/or assist in other business processes. Moreover, in the event of the Lessees' material breach, default or failure to perform under this lease, Owner shall be entitled to report late and/or unpaid rental amounts, damages, or fees and any breaches or defaults to appropriate credit bureaus and businesses. In the event of default and if this agreement is placed in the hands of an attorney or separate collection agency for collection (whether or not arbitration is pursued or suit is filed), Lessee and

Guarantor, if any, agree to pay all reasonable attorneys' fees and expenses of collection incurred by the Owner including collection agency fees up to 50% of the outstanding balance where permitted by law.

- 89.) **DEFAULT.** Any failure to comply, material or otherwise, with the Lessee's obligations hereunder, including without limitation the payment of Rent when due or any other Lessee obligation under the law, shall be a "Default." In the event of a Default, Owner shall be entitled to assess any fees or charges as set forth herein and/or to enforce any other rights or remedies it may have hereunder, existing at law or in equity.
- 90.) **ACCELERATION AND OTHER RIGHTS/REMEDIES.** Notwithstanding any other provision of this Lease, the Property is demised for the whole Term and with the whole amount of the Rent herein reserved DUE and PAYABLE at the time of the making of this Lease. The payment of Rent in installments is for the convenience of the Lessees only. If Lessees are in Default of the payment of any installment of Rent, then, at the Owner's sole discretion, the entire remaining unpaid balance of Rent for the term of the Lease shall be accelerated and shall become immediately DUE and PAYABLE subject to a five percent (5%) discount to the present value thereof, and in such event, the Owner shall be entitled to all remedies existing at law, including without limitation, the right to terminate this Lease in accordance with law. In such event, Lessee's liability for the remainder of the Rent due for the entire Term shall not be extinguished
- 91.) **FIRE OR CASUALTY.** In the event the Property or access to it is substantially damaged by fire, wind, flood, tree falling, explosion, or other cause beyond the control of the Owner, or if the Property or access to it are deemed in violation of state or local codes or restrictions, condemned or acquired by properly constituted governmental or other authority, then the Owner may, at his option and without penalty, either terminate this Lease with fourteen (14) day written notice, or Owner may repair or restore the Property within thirty (30) days. If the Property is repaired or restored, then this Lease shall remain in full force and effect, but Rent shall be proportionately reduced to the extent that the Property is uninhabitable during such period of repair or restoration. Rent will not be reduced should the damages result from either the direct or indirect actions of Lessees. If the Property is not, or cannot be, repaired or restored within thirty (30) days, this Lease shall terminate as of the date the Property became uninhabitable, and the Owner shall have no liability to the Lessees or any other person for such termination.
- 92.) **INCREASES IN MUNICIPAL TAXES, SERVICES, OR INSURANCE.** Upon thirty (30) days' written notice, Lessees shall pay a proportionate share of any increases from the date hereof in real estate taxes and assessments, insurance rates, license fees or similar taxes, city inspection fees, and any similar pertinent charges for water, sewer, garbage collection and the like, levied or charged against the Owner, the building, or the entire site thereof.
- 93.) **INSURANCE AND LIABILITY.** All Occupants agree to acquire renter's insurance, so that every occupant of the house is insured, and secure in their possessions and occupancy from loss or damage from the actions of others and from Acts of Nature and Acts of God. Neither the Owner, nor the Owner's agents, shall be liable to any Lessees, guests or other person for damage because of any inconvenience or injury suffered or damaged to such person or property resulting from explosion, fire, freezing, back-up or overflowing of any water, gas, sewer, drain, or steam pipes; or from similar events. Nor shall Owner be responsible for loss of personal property from the above causes or from theft or fire. All personal property, whether owned by Lessees or third parties, brought onto the Premises by Lessees, their invites or licensees shall be at the risk of the Lessees only and covered by a Lessee's Renter Insurance Policy. Renter's Insurance shall include liability insurance in the amount of \$100,000, with WildcatStreet named as additional insured. Evidence of insurance must be present prior to any Lessee beginning occupancy.
- 94.) **INDEMNITY BY LESSEE.** Lessee shall and does hereby indemnify Owner and Owner's employees, contractors, and agents, and save them harmless and, at Owner's option, will defend Owner, and Owner's employees, contractors, and agents, from and against any and all claims, actions, damages, liabilities, causes of action, and costs and expenses incurred, including reasonable attorney's and other professional fees, in connection with any loss, damage or injury, including without limitation, loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Lessee of the Premises or any part thereof except to the extent caused by the negligent, intentional or willful act of Owner. This indemnity shall specifically, but not exclusively, apply to loss, damage, or injury arising from misuse of the property or curtilage, or engagement in uses or activities prohibited by this lease or by law.
- 95.) **CUMULATIVE RIGHTS.** It is agreed that each and every one of the rights, remedies and benefits, provided by this Lease shall be cumulative, and shall not be exclusive of any of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- 96.) **WAIVERS AND SEPARATION:** A waiver of any covenant or condition of the Owner shall not be construed as a waiver of any other covenant or condition. If any provision of this Agreement or its application will be invalid, illegal or unenforceable in any

respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court or arbiter shall determine that any provision of this Agreement is in any way unenforceable, such provision shall be reduced by the minimum extent necessary to make such provision enforceable.

97.) **CLERICAL ERRORS.** Lessees agree to bring clerical errors to Owner's attention, and to cooperate in their resolution. For example, should notice be given regarding something clearly not applicable, Lessees shall contact Owner to attempt to resolve the error. Likewise, obvious typographical errors shall be corrected.

98.) **AMENDMENT.** This Agreement may not be changed, modified, or amended except in writing, which shall set forth provisions of such change, modification, or amendment and which shall be executed by all of the parties hereto. Lessee agrees and acknowledges that no modification to this document shall be allowed, and any such modifications are null and void, unless expressly written and acknowledged by all parties. Lessee specifically acknowledges that no oral agreements shall have any force whatsoever. Each of the parties hereto does hereby agree to execute and deliver, and to take any further actions as may be reasonable and appropriate in order to carry out the purposes and intents of this Agreement.

99.) **REASONABLE ACCOMMODATION POLICY.** Owner is committed to meeting its obligations under the Fair Housing Act ("FHA") and will provide reasonable accommodations to persons with disabilities. This includes reasonable accommodations relating to assistance animals. Under the FHA, a person with a disability is required to make a request for a reasonable accommodation. The purpose of this section is to better define and provide potential and current tenants with the procedure for requesting reasonable accommodations, including assistance animals.

Any request for reasonable accommodation shall be in writing and shall be mailed to the mailing address as provided above. Any such request shall state the requested accommodation in specificity and include documentation from a physician, psychologist, or other licensed health care provider as to the existence of a disability and that the requested accommodation will provide disability-related support. Owner reserves the right to request any additional information that is permitted under the FHA. With respect to assistance animals, the requestor must identify the specific animal, indicate whether the animal has ever injured a person caused substantial physical damage to property, and, if requested, allow management to meet the animal. Owner may refuse a request if (i) the specific animal in question poses a direct threat to the health or safety of others, (ii) the specific animal in question poses a direct threat of substantial physical damage to property, (iii) the accommodation will cause an undue financial or administrative burden, or (iv) for any other reason permitted under the FHA. It is the responsibility of the Lessee to request a reasonable accommodation. With respect to assistance animals, a tenant shall be responsible for all pet related fees and fines incurred as a result of an animal being at the premises prior to the time a request for accommodation is received by Owner. If management approves a reasonable accommodation for an assistance animal, the tenant and assistance animal shall be subject to any and all rules generally applicable to pets at the property, to the extent that such rules are lawful under the FHA; a tenant shall remain financially responsible for any and all damage caused by the animal to the Property; and the tenant shall be obligated to indemnify and hold harmless the Owner and Management, and all of their agents or assigns, for any damage inflicted by the assistance animal to any person, entity or property.

Each Lessee, if more than one, expressly acknowledges this Reasonable Accommodation Policy, agrees to abide by any reasonable accommodation decision by Management, and waives any claim that Owner or Management has breached the Lease as a result of offering the accommodation. Provided that, in the event that the presence of an assistance animal would cause another Lessee to be disabled as that term is defined in the FHA, said Lessee may submit a request for a reasonable accommodation pursuant to the method set forth herein and Owner shall consider both requests.

100.) **GOVERNING LAW.** The terms and provisions of this Agreement shall be construed under the Laws of the State of Kentucky.

101.) **HEADINGS.** Headings are not a part of this Lease, and are included for reference purposes only.

102.) **STANDARD FEES AND ASSESSMENTS.** The table below ("Fees and Assessments" Table or Schedule) sets out typical fees charged in common situations. Some of these fees are for administrative costs and overhead related to violation of one or more terms of this Lease, and do not preclude additional action to remedy the breach, including possible eviction. Repair prices are understood to be standard figures based on typical conditions and may be more or less based on specific circumstances. For example, the door prices listed below are for standard hollow-core masonite door slabs typical of new construction and found in most units; however, some units have much more expensive hardwood doors, and these doors are understandably much more expensive to obtain, install, and finish. Moreover, non-standard items such as stained-glass windows or antique doors are more expensive to repair than a typical clear glass window. Alternatively, a given situation may not require special materials but may, by virtue of unique circumstances, require unusual amounts of labor which would raise the price. Nor is this list exhaustive. Also, it must be kept in mind that some items require or imply other items: for instance, custom double-pane glass takes 10 to 21 days to

order, and may require boarding over the window while waiting. The Owner has attempted to include all of the more common, and many of the less common costs.

	Item	Cost
1.	Late Rent Fee (assessed after 5:00 pm on 1 st of the month)	\$75.00 + \$7.50 daily for every additional day.
2.	Notice for Unauthorized pets	\$100 + legal fees + pet fees/deposit
3.	Reschedule check-in or check-out	\$50
4.	Lock-out fee	\$35 (\$55 after hours)
5.	Additional occupant charge per person per month, if approved	\$200-500 (based on base rent)
6.	Sublet processing fee – one time fee per person	\$200
7.	Sublet processing fee – one time fee per unit	\$500
8.	Rejected payment fee (check, eft, ach) in addition to any applicable late fee	\$50
9.	Copying lost lease or other documents after signing	\$25
10.	Filing court documents (not including court fees)	\$75-125 and/or attorney's fees.
11.	Non-emergency phone contact; misuse of emergency phone number, or in-person communications for non-urgent matters	\$35
12.	Repair drywall (not including painting as needed)	\$50-200 (more if plaster on lath wall)
13.	Party Plan or Nuisance house citation or designation	\$100 per Lessee + legal fees
14.	Typical service call for items not Owner's responsibility	\$85 per service call + \$60/hr + parts
15.	Code sweep – trash pickup	\$2 per piece; \$25 minimum
16.	Code sweep – return receptacle from curb	\$5
17.	Pet cleanup – exterior	\$7.50 per dropping
18.	Snow/ice removal	\$65 per hr
19.	Changing locks	\$75 per lock
20.	Failure to return bedroom keys, if applicable	\$15 per key
21.	Failure to convert and/or pay utility bills (if responsible)	\$30 + cost of bill
22.	Parking in undesignated areas	\$10-50 per occurrence
23.	Issuance of alcohol or noise violation	\$100 per occurrence + legal fees
24.	Leaving windows/doors open when owner pays utilities	\$30 per occurrence + costs
25.	Smoking inside premises by anyone	\$5-50 per occurrence + damages
26.	Installing unauthorized locks or hardware	\$50 per occurrence + costs to repair
27.	Owner involvement by Law Enforcement	\$100 per occurrence + legal fees
28.	Involvement of Owner by Code Enforcement	\$50-100 per occurrence + legal fees & as charged by city
29.	Climbing on any roof or gutter	\$50 per occurrence + costs to repair
30.	Any type of fines, fees, or civil penalty issued by city	\$100 plus charges + legal fees
31.	Cleaning	\$50 per hour per cleaning person
32.	Securing premises from cold weather	\$50 per occurrence
33.	Repainting	\$250 per room minimum
34.	Moving & storing abandoned property – personal items	\$40 per room
35.	Moving & storing abandoned property – furniture/large items	\$25 per item
36.	Replacing single pane glass (see board up below)	\$75-125 per pane
37.	Replacing double pane glass (see board up below)	\$170 minimum (may take up to 21 days to order)
38.	Window board up for ordered glass	\$70
39.	Replace typical toilet	\$250
40.	Replace typical fiberglass tub/shower unit	\$1700
41.	Replace interior door (typical hollow core unit)	\$250 (more in special cases)
42.	Replace exterior door (typical steel unit)	\$400 (more in special cases)
43.	Replace interior door (solid panel, wood)	\$450 (more in special cases)
44.	Repairing disabled smoke detectors	\$95 + parts

45.	Extra Hot Tub water change or chemical (if applicable)	\$50 minimum
46.	Hot Tub covers	\$400-\$500
47.	Replace miniblinds	\$35 + extra for premium or custom blinds
48.	Failure to replace furnace filter (when Lessee accessible)	\$35 + Service Fee
47.	Failure to change battery in smoke detector	\$35
48.	Moving exterior grills or heating appliances	\$35
49.	Range drip pans	\$35 / set, \$10 each
50.	Shower Rod	\$75
51.	Lead Paint Repair fee	\$200 minimum, plus costs
52.	Toilet seat	\$35
53.	Failure to replace/maintain light bulbs	\$2-\$5 (standard incandescent), \$5-\$15 (florescent or LED), or cost for special bulbs
54.	Eviction for non-payment of rent	\$100 + legal fees and court costs

103.) **ALTERNATIVE DISPUTE RESOLUTION**

A. MEDIATION

The Owner, the Lessee(s), and the Guarantor(s) (collectively the "Parties"), hereby acknowledge that mediation is an informal process where the parties to a dispute meet in an attempt to reach a voluntary resolution. Therefore, in lieu of litigation, the Parties to this Lease Agreement and/or Guaranty, hereby agree that any dispute arising under or in any way relating to this Lease Agreement and/or Guaranty, or any other matters, disputes, or claims between the Parties, shall first be submitted to non-binding mediation in Louisville, Kentucky, unless either party requests that it take place in Lexington, Kentucky. This provision, as well as the arbitration provision below, shall not apply to any eviction and/or forcible detainer actions, which shall remain the exclusive jurisdiction of the District Court of the county in which the real property is located.

Any party requesting mediation ("Plaintiff"), shall serve a written demand upon the other Party ("Defendant"), and such demand shall contain a statement setting forth the nature of the dispute, the names and addresses of all other parties, and the amount involved. Upon service of a written demand, the Defendant shall have thirty (30) days within which to schedule mediation, and an additional sixty (60) days thereafter in which to mediate. If the Defendant fails to schedule mediation within thirty (30) days, or fails to mediate within the additional sixty (60) days; or if Defendant expressly waives its right to mediation; then the Defendant shall be deemed to have waived mediation, and the Plaintiff may proceed with binding arbitration.

Should the Defendant agree to mediate, but the Parties cannot agree upon a date, the mediator shall select a date upon demand by one of the parties. Said demand should be made to the mediator within seven (7) days of the expiration of the 30 day period to schedule, or mediation shall be deemed to be waived.

Any papers, notices, or process necessary or proper for the initiation or continuation of mediation shall be served upon the Parties by way of United States Certified Mail or regular mail with proof of mailing to the address as follows:

1. Owner

Wildcat Street
P.O. Box 910726
Lexington, Kentucky 40591-0726

2. Lessee(s) and Sublessee(s)

Address provided in the Lease Agreement or application, or any other address provided during the term of the lease or at move out.

3. Guarantor(s)

Address(es) provided in the Guaranty

The Parties shall be deemed to have been served any papers, notices, or process at the time when mailed. It is the responsibility of the Parties to maintain a current address in order to insure receipt of any papers, notices, or process.

The mediator shall be selected from the Retired Judges & Associates Mediation & Arbitration Services, Inc. ("Retired Judges & Associates"), by either (1) agreement of the Parties, or (2) if the Parties cannot agree, by random draw from the pool of mediators at the Retired Judges & Associates. Another mediator, outside of the Retired Judges & Associates, may be selected, but only upon a written agreement signed by the Parties.

Each party shall be solely responsible for its own legal fees, should such party elect to hire an attorney, and any other expenses that such party incurs in connection with the mediation proceedings. Both Parties shall share equally the fees and other expenses associated with the mediator.

B. ARBITRATION.

Only after the Parties have attempted mediation, or, as described above, the Parties have waived mediation, shall the Parties proceed to binding arbitration in Louisville, Kentucky, unless either party requests that it take place in Lexington, Kentucky; arbitration will take place in accordance with the Kentucky Uniform Arbitration Act, KRS 417.045, *et. seq.* The arbitration shall be conducted before a single arbitrator, which shall be selected from the Retired Judges & Associates, by either (1) agreement of the Parties, or (2) if the Parties cannot agree, by random draw from the pool of arbitrators at the Retired Judges & Associates. Another arbitrator, outside of the Retired Judges & Associates, may be selected, but only upon a written agreement signed by the Parties.

Any party requesting arbitration, shall serve a written demand upon the other Parties, and such demand shall contain a statement setting forth the nature of the dispute, the names and addresses of all other parties, and the amount involved. The written demand shall also be served, along with a copy of this arbitration provision, to the Retired Judges & Associates, P.O. Box 70318, Louisville, Kentucky 40270-0318.

Any papers, notices, or process necessary or proper for the initiation or continuation of arbitration shall be served upon the Parties as stated in section 102(A) above. The Parties shall be deemed to have been served any papers, notices, or process at the time when mailed via certified mail or regular mail with proof of mailing. It is the responsibility of the Parties to maintain a current address in order to insure receipt of any papers, notices, or process.

The arbitrator shall appoint a time and place for the hearing and cause notification of the hearing to be served upon the parties by way of United States Mail not less than fourteen (14) days before the hearing. If any party elects to be represented by counsel at the hearing, the party must notify the other Parties, and the arbitrator, at least seven (7) days prior to the hearing.

The hearing may proceed in the absence of any party who, after notice is given, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party; the arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

Both Parties shall share equally the fees and other expenses for the arbitrator. A party shall still be responsible for their portion of the arbitrator's fees and other expenses, even if such party fails to appear at the arbitration.

The decision or award of the arbitrator shall be final and binding on the Parties, and any decision or award may be entered as a judgment or order in any court of competent jurisdiction. The award of damages in such arbitration shall specifically exclude any award of punitive damages.

In the event a party attempts to circumvent or unsuccessfully challenges this arbitration provision, the arbitrator's award or judgment, or otherwise fails to comply with the arbitrator's award or judgment, or requires a party to compel mediation/arbitration, such party shall be entitled to its costs and expenses, including its reasonable attorneys' fees, for having to respond/defend against such circumventions, and/or compel mediation/arbitration or defend or enforce the arbitrator's award or judgment.

If one party is forced to pay the other party's fees for mediation/arbitration in order to facilitate the process and get a final judgment, the party who pays the fees shall be entitled to those fees as part of the final judgment.

In no case shall the arbitrator order or permit any party to obtain from any other party documents, testimony, or any other evidence relating in any way to a transaction or occurrence, which is outside the specific transaction or occurrence that is the subject of the arbitration proceeding.

THE PARTIES AGREE THAT, EXCEPT THAT EVICTION OR FORCIBLE DETAINER CLAIMS, WHICH SHALL REMAIN IN THE JURISDICTION OF THE FAYETTE DISTRICT COURT, ARBITRATION IS THE EXCLUSIVE FORUM FOR ALL DISPUTES ARISING OUT OF OR IN ANY WAY RELATING TO OR ARISING OUT OF THIS LEASE. THE PARTIES MAY ONLY RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED.

THE PARTIES HEREBY UNDERSTAND THAT THEY ARE WAIVING THEIR CONSTITUTIONAL RIGHT TO A TRIAL BY JURY AND AN APPEAL TO THE COURTS AS OF RIGHT BY HAVING THEIR DISPUTE RESOLVED THROUGH ARBITRATION.

- 104.) **ENTIRE AGREEMENT:** This agreement may be executed in counterparts. This agreement is in two parts, Part A, and Part B, which taken together form the Lease Agreement. This written agreement sets forth the entire and final agreement and understanding of the parties with respect to the subject matter hereof. **Any and all prior agreements, understandings or undertakings, whether written or oral, with respect to the same, are hereby superseded and replaced by this Agreement.** It is agreed and understood that there are rules and regulations of the Owner which apply to Lessees, family, their guests, invitees and licensees, and that such rules and regulations are incorporated by reference herein and made a part of this Lease between the parties. Lessees acknowledge receipt of a copy of the rules and regulations of the Owner. Lessees understand that the rules and regulations may be amended from time to time in accordance with applicable law, with the Owner to give reasonable notice of any such amendments prior to their effective date. Lessee acknowledges that he or she has read this Lease in its entirety and understands the obligations imposed upon him or her by the Lease.

LESSEE SIGNATURE PAGE

Acknowledgement below indicates understanding and agreement that this Lease is a binding legal contract, and that the undersigned has read and understands the terms thereof.

This document may be executed electronically and/or in paper form, and simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This document must be executed by lessees and returned to owner.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

Permanent / Written Notification Address

Signature

Date

Address:
City, State ZIP

SAMPLE LEASE

OWNER SIGNATURE PAGE

Acknowledgement below indicates understanding and agreement that this Lease is a binding legal contract, and that the undersigned has read and understands the terms thereof.

THIS DOCUMENT MAY BE EXECUTED ELECTRONICALLY AND/OR IN PAPER FORM, AND SIMULTANEOUSLY OR IN TWO OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THIS DOCUMENT MUST BE EXECUTED BY OWNER OR AN AUTHORIZED AGENT FOR THE OWNER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

Printed Name

Signature

Date

SAMPLE LEASE