

LEASE AGREEMENT



This Lease Agreement (“lease”) including **Resident Handbook** is made on _____ between SBG REAL PROPERTY PROFESSIONALS, LLC. (hereafter referred to as “management”) and _____

hereafter referred to as “resident” (whether one (1) or more)). In consideration of mutual Covenants and Conditions contained herein, **management** agrees to lease to **resident** the “premises” located at _____

Only these named individuals may occupy the premises.

MANAGEMENT and RESIDENT agree as follows:

1. SUMMARY OF LEASE AGREEMENT TERMS:

- a. **Lease term begins on:** _____
- b. **Lease term ends on:** _____
- c. **Resident** must completely vacate the premises and return the key(s) by **noon** on the day the lease term ends shown in (B) or date indicated in the Move Out Notification Form (whichever date is the earliest).
- d. Total rent due for full term: _____
- e. Rent to be paid in advance on or before the first (1st) day of each month and is payable in () **equal monthly installments** of _____ Prorated first months’ rent
- f. Late charges will be twenty-five dollars (\$25) charged on the 2nd of the month and ten dollars (\$10) every day after that until rent is paid. **IF the 1st falls on a weekend or a holiday, rent will not be due until the next business day. If a late fee appears on your account, call the office and let us know and we will adjust the late fee. DO NOT PAY the late fee, the rent will not be late until the day after the 1st business day.**
- g. Utilities included in rent: _____
- h. Number of keys issued: **House:** _____ **Mailbox:** _____
- i. Number of vehicles permitted: _____
- j. Lawn care included? _____
- k. Returned checks will result in a fifty dollar (\$50.00) additional charge, in addition to the late fee.
- l. Monies required prior to move in from **resident** are as follows:
 - i. Security Deposit \$ _____
 - ii. First Month’s Rent \$ _____
 - iii. Pet Rent - (if applicable) \$ _____
 - iv. **Non-refundable** Pet-Fee \$ _____
 - v. Furniture Rental \$ _____
 - vi. Other Charges (specify) \$ _____
 - vii. **TOTAL AMOUNT DUE** \$ _____

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2. RENT:

- a. All rent payments shall be delivered to the **management’s** address as shown above unless otherwise stated in writing. Possession will not be given unless all money due has been paid, all signatures are on the lease, and all other requirements have been met.

The following items, although not collected monthly, shall be considered additional rent under this lease: any deposit forfeited by **resident** under a security deposit or other deposit, damage charges, charges for late payment of rent, application fees, returned check charges and/or other charges due and payable under the lease agreement. Failure to pay additional charges when due shall constitute a material non-compliance for failure to pay rent, and shall entitle management to terminate this agreement, seek judgment for any unpaid amount, and possession of premises, and/or all other remedies made available under this agreement and applicable state and federal laws.

- b. **RETURNED CHECKS:** In the event of a returned check, **management** shall have the right, in their sole discretion, to require **resident** to pay the late monthly installment of rent and all future rent installments and charges by money order, cashier's check, or certified funds.
- c. **APPLICATION OF PAYMENT:** Money paid by **resident** to management shall be applied to **resident's** account in the following order: FIRST, to outstanding late charges and returned check charges; SECOND, to outstanding legal fees and/or court costs legally chargeable to **resident**; THIRD, to outstanding utility bills or unit charges; and FOURTH, to rent.
- d. **LATE PAYMENT:** A late fee of twenty-five dollars (\$25.00) shall be assessed on the second (2nd) day of each month with an additional late fee of ten dollars (\$10.00) per day thereafter that the rent remains unpaid. If the rent remains unpaid past the tenth (10th) day of the month, the **resident** shall be in default of this **lease agreement** and **management** has the right, at their option, begin the eviction process.

Any cable/internet service, electricity, and water services provided by management will be immediately terminated on the eleventh (11th) day of the month when rent has not been paid in full.

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- 3. **SECURITY DEPOSIT:** **Resident** has deposited the specified security deposit to secure complete and faithful performance by **resident** of all terms and conditions of this **lease agreement** and of the obligations imposed on **resident** by applicable Kentucky Law. In case damages exceed the security deposit, **management** reserves the right to seek the recovery of all damages incurred. It is fully understood that should **resident** be in default of this lease; the deposit is automatically forfeited, and **resident** remains responsible for rent until lease is up, or **management** re-rents the property described herein.

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- 4. **REFUND OF SECURITY DEPOSIT:** **Management** agrees to refund the security deposit to **resident** upon satisfaction of all lease provisions, and all the following conditions, or as otherwise required by applicable Kentucky Law.
 - a. **Deductions:** After deduction of all damages or charges for which **resident** is legally liable under the lease, or because of breaching the lease or the Security Deposit Agreement. In the event **management** deducts any damages or charges from the security deposit, as aforesaid, **management** shall furnish **resident** with a written description and itemized list of all deductions made. With multiple **residents**, the refund check may be sent in equal amounts to all **residents**. Any amount owed will be due within ten (10) days of receipt of notice.
 - b. **Forwarding Address:** Prior to vacating the premises, **resident** must provide **management** with written notice of the designated **resident's** forwarding address. Once the Move Out Inspection and all additional repairs, and/or cleaning is complete, **management** will forward to the **resident** a statement explaining the disposition of the security deposit. If **resident** fails to give notice of forwarding address, **management** will send the security deposit statement to the last known address of the **resident** or **cosigner**. **Management** will retain the security deposit refund (if any) until **resident** notifies the office of the correct address. Upon receipt of notification, any refund due will be forwarded.
 - c. **Multiple Residents:** When more than one **resident** sign this **lease agreement**, any deduction(s) to be made from the security deposit will be joint and several. **Management** is not liable for any understanding which may exist between two or more **residents** as to the portion of the security deposit that one **resident** may be entitled to as opposed to another **resident**.
 - d. **Move Out Inspection:** **Resident** must make a written request to **management** to be present at such inspection at least thirty (30) days in advance of termination of tenancy. **Management** will notify resident of the scheduled inspection times during business hours. Dwelling unit must be empty of contents at the time of the move out inspection. If **resident** fails to make a written request, or fails to schedule an inspection, **management** will proceed to do the move out inspection without **resident** being present.
 - e. **Withholding of Rent:** The entire monthly rent shall be paid on or before the due date each month during the term of the lease, including the last month of occupancy or the term (whichever is later). The **resident** shall not withhold

payment of the last month's rent, or any portion thereof, on grounds that the security deposit serves as security for the unpaid rent.

- f. **Management's Successor Obligated for Security Deposit:** If **management** in any way transfers its interests in the premises, **management** may transfer the security deposit to the transferee and **management** is thereafter released from all liability for the return of the security deposit to **resident**. The **resident** agrees to look to the transferee solely for the return of the security deposit and to release **management** from all obligations and liability relating to thereto.

The Damage Addendum: The Move In, Move Out Inspection Form establishes a tentative schedule of standard deductions to be utilized by **management** in assessing charges against **resident** for cleaning, painting, replacements, repair items, and/or physical damages done to the **premises**. Should actual costs exceed the estimated charges shown on the addendum, the actual cost, which includes materials, labor and overhead, will be charged. Normal wear and tear will be accepted, which is caused by ordinary comings and goings.

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5. **INSPECTIONS AND CONDITION OF LEASED PREMISES:** **Resident** must report any defect of the premises on the Move In, Move Out Inspection Form and return said form to **management** by the close of business the following business day after the date in paragraph 1(a). Unless otherwise noted, the dwelling will be deemed to be in good order and repair and acceptable to **resident**. Defects or damages not appearing on the Move In, Move Out Inspection Form shall be presumed to have occurred during **resident's** possession of the **premises**. Cost of materials, labor and overhead will be charged to correct defects or damages during the term of the **lease**. Payment is due within ten (10) days of billing.

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6. **PURPOSE AND OCCUPANCY:** RESIDENT will occupy the PREMISES as a private dwelling unit and for no other purpose. RESIDENT agrees that only persons whose names appear and have signed this LEASE AGREEMENT may occupy the PREMISES. Failure to comply with this limitation shall constitute a substantial breach of this LEASE. **Occupancy is defined and shall consist of seven (7) days or more consecutively or fourteen (14) days in any one (1) calendar year.**

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7. **ASSIGNMENT OF SUBLEASE:** RESIDENT will not assign this **lease**, nor sublet the **premises**, without first obtaining **management's** written consent. Any sublease shall be on **management's** form (Sublease Agreement) and shall be signed by ALL persons therein designated. Any approval by **management** to an assignment or Sublease shall not release the **resident** obligation under the **lease**. The original resident is responsible for obtaining a security deposit from the sublessee less any damages. **A two hundred fifty dollar (\$250.00) Administrative Fee is charged for processing.**

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8. **CARE OF PREMISES:**

- a. **Resident** shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the **premises**, including plumbing and other fixtures, appliances, and facilities, as clean and safe as their condition permits. **Resident** shall use in a reasonable and non-negligent manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities on the **premises**. **Resident** shall be responsible for any damages caused by **resident's** failure to comply with this requirement.
- b. **Residents** shall be responsible for reasonable care of the smoke detector including battery replacement and for interim testing and providing written notice to the **management** for repair of any malfunctioning smoke detector.
- c. No alterations of **management's** property or fixtures may be made by **resident**, nor may appliances or fixtures other than those supplied by **management** be used by **resident** without prior written permission of **management** in advance.
- d. **Residents** shall be responsible for air filter cleaning, and/or replacement, and providing written notice to the **management** for repairs of any kind.

- e. **Resident** shall comply with all obligations imposed upon **resident** by applicable Kentucky Law. The **resident** shall make only allowable repairs, cleaning, and/or replacement to the **premises**, or building of which they are a part, and fixtures thereto whenever they have been damaged by carelessness, misuse, or neglect of the **resident**, his/her family, agents, invitees, or guests. If the **management** makes said repairs, cleaning, and/or replacement, **resident** agrees to pay the cost of same upon presentation of a bill. **Resident** shall deliver up the **premises** in the like order in which they were at commencement of **lease** term, ordinary wear and tear excepted. The **resident** shall give the **management** immediate notice of any defects in, or accidents to the water pipes, electric wiring, heating and cooling apparatus, or any other part of said **premises**, in order that the same may be repaired with due diligence. It is mutually agreed between the parties hereto that **management** shall not be liable for any damages of whatsoever kind, or by whomsoever caused, to persons or property of the **resident** or to anyone else on or about the **premises** by consent of the **resident**, however caused unless the same has been directly caused by the negligence of **management**.

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- 9. **USE OF PREMISES:** **Resident** shall have the sole use of the **premises** for the term of this lease and any extension thereof subject to the rules and regulations furnished herewith and to any reasonable changes or amendments thereof. **Resident** shall be liable for any damages resulting to **management** or any other person because of the failure of **resident**, **resident's** agents, employees, invitees, guests, or any member of **resident's** household to abide by such provisions, rules, or amendments. **Resident** agrees to assume all risks of and shall be responsible for all damage resulting from windows or doors left open. **Resident** covenants to obey (and cause **resident's** family and guests to obey) all laws and ordinances applicable to the **premises** and to engage in no activities in or on the **premises** of the community of an illegal nature, purpose or intent. **RESIDENT** further covenants that his/her family, agents, invitees, or guests shall never be disorderly, boisterous, or unlawful and shall not disturb the rights, comforts, and conveniences of other **residents** of the community. **Resident** shall be responsible for the conduct of **resident's** family, guests, and/or visitors on the **premises** and in the common areas.

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- 10. **RULES AND REGULATIONS:** **Resident** shall abide by all existing rules, regulations, and policies of **management** applicable to the **premises**, and such other rules and regulations that may be imposed from time to time by **management**. **Resident** understands that he/she will receive a copy of the Resident's Information and Policy Handbook, which is a part of this Lease Agreement. **Resident** acknowledges that any violation of existing rules, regulations, and policies (including the Resident's Information and Policy Handbook) by **resident** or guests on the **premises** with or without the consent of **resident** shall be considered a material noncompliance or breach of this Lease Agreement for which **management** shall be entitled to appropriate relief under Kentucky Law. **Resident** acknowledges that a copy of Resident's Information and Policy Handbook, which is a part of the lease, may also be obtained from the **management** Office at any time.

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- 11. **SMOKING: NO SMOKING IS ALLOWED IN THE PROPERTY DESCRIBED HEREIN; violation of this policy shall result in termination of this agreement and RESIDENT shall forfeit their full security deposit and shall be responsible for all costs associated with cleaning, painting, and removing smoke residue from the property.** Additionally, **resident** is responsible for keeping the grounds around the property clean from all cigarette butts and debris.

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- 12. **PARKING:** Parking is restricted to the number indicated in paragraph 1.i. Remaining spots will be left for visitors. Other arrangements shall be made for additional vehicles or overnight guests. Pursuant to Chapter 72 of the City of Murray, KY Code of Ordinances, **resident** is not permitted to have overnight on-street parking; **management** is not responsible for any tickets or violations from **resident** parking on the street.

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- 13. **UTILITIES:** Paragraph 1(g) of this Lease Agreement lists the utilities provided by **management**, which **resident** agrees to use in a reasonable manner so as not to commit waste. **Management** shall not be liable for any interruption or failure of utility services required to be furnished by **management** or any damages directly or approximately caused thereby. The only obligation of **management** is being reasonably diligent in **management's** efforts to restore such services.

- a. **Resident** agrees that in order to avoid damage to the plumbing, fixtures, or other property, from the effects of cold temperatures, **resident** shall maintain a minimum interior temperature of sixty (60) degrees Fahrenheit. Turning

temperature off during periods of absence is prohibited. Damage resulting from such action will be charged to the **resident**.

- b. **Resident** will be responsible for any reconnect fees charged to **management** if utilities are temporarily turned off for lack of rent payment
- c. Unless noted in Paragraph 1(g), **resident** is responsible for connection of all electricity, water, sewer, waste disposal, cable television, and internet services required for the comfortable occupancy of the leased premises. The **resident** shall cause all the bills for all such utility services to be issued on the name of the **resident** and shall pay the charges for such services at the time provided in such bills, prior to the time that any late charges or penalty accrue. **Management** shall not be responsible for any utility outages, cancelations, or disconnections, for any reason, whether at the fault of the **resident** of the utility provider, during the length of this Lease Agreement. **resident** will be responsible for any reconnect fees charged to **management** if utilities are cancelled or transferred to **management's** account for failure to pay utilities or for early disconnect prior to lease end. If resident fails to have utilities switched over within three business days, there will be a \$25 per day charge for everyday that it is not switched over unless otherwise noted.
- d. If **management** is responsible for connection of any utilities as indicated in paragraph 1(g), the following utility usage limits shall apply: electricity, water, sewer, trash and gas (if applicable) shall be [REDACTED] per month. In the event that the utility rate is increased to **management** by provider, an increase in tax rate or additional fee is charged to **management** by provider, or if **resident** is over the utility limit for a collective period of six (6) months; **management** reserves the right to increase the rent for the remaining of the lease term. If RESIDENT shares an electric meter with additional units, **management** shall utilize the average monthly usage for the entire property for the allowance. **Management** shall not be responsible for any utility outages, cancelations, or disconnections, for any reason, whether at the fault of the **management** of the utility provider, during the length of this Lease Agreement.
- e. **SATELLITE DISH** installation is covered under FCC restrictions. Dishes are to be located only within the confines of the exclusive area leased to the **resident**.

Dishes MAY NOT be placed on rooftops, windowsills, common use balcony or stairwells, outside walls or items projecting from windows or decks. No holes may be drilled in the outside walls, roof or windows. No holes may be drilled in the balcony or railings. No part of the dish or antenna may extend outside the balcony line. Size is limited to one (1) meter or less Circular Style. Any Satellite Dish that does not meet these requirements will be removed by **management** without further notice.

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14. **LIABILITY OF MANAGEMENT: MANAGEMENT SHALL NOT BE LIABLE** for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, appliance malfunction, overflow or leakage (upon or into the **premises**) of water, rain, snow, ice, sewage, steam, gas, or electricity or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliance or leakage, breakage or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the direct and proximate result of the deliberate or negligent act of **management**. **resident** shall give prompt notice to **management** of any of the foregoing occurrences, however caused.

MANAGEMENT SHALL NOT BE LIABLE to **resident**, his/her family, employees or guests for any damage to person or property caused by the acts or omissions of the **residents**, or any other persons, nor shall **management** be liable for losses or damages resulting from failure, interruption, or malfunctions in the utilities being used by the **resident**. If the **management** is ever required to pay money or other consideration to **resident**, **resident** agrees that such financial obligation(s) will be satisfied solely from the Owner's estate and interest in the **premises** and real estate upon which the said **premises** are situated, so that Owner and/or any of the **Management** Agents will incur no personal or individual liability for such financial obligations whatsoever.

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15. **RENTERS INSURANCE - PERSONAL PROPERTY OF RESIDENT AND LIABILITY INSURANCE: The management's insurance policy does not cover damage by fire, water, vandalism or any other cause to resident's personal property located within the leased PREMISES. MANAGEMENT HIGHLY ENCOURAGES RESIDENT to obtain Renters Insurance with 300,000 in liability insurance.**

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16. **DAMAGE OR DESTRUCTION OF PREMISES:** In the event of damage to the **premises** by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, **resident** shall immediately notify **management**. If the damages are such that occupancy can be continued, **management** shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in **management's** opinion the **premises** are damaged as to be unfit for occupancy, but if **management** elects to make repairs, the rent provided in this **lease** shall abate during the period of time when the **premises** are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event the **premises** are so damaged or destroyed as to be, in the sole opinion of the **management**, incapable of being satisfactorily repaired, then this **lease** shall terminate, and **resident** shall be liable only for rental payments up to the date of such damage or destruction; or, at the option of **management**, **resident** agrees to accept a comparable apartment unit in the Apartment Community for the remaining term of this **lease**.

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17. **MANAGEMENT'S INABILITY TO DELIVER POSSESSION TO RESIDENT:** If **management** is unable to deliver possession of the **premises** to **resident** on the beginning date of this Lease Agreement through no fault of **management**, **management** is not liable to **resident** for any damages other than to rebate any rent paid by **resident** in advance. If **management** cannot deliver possession of the **premises** or provide **resident** with a similar residential unit or other accommodation acceptable to **RESIDENT** within fifteen (15) days of the beginning date of this Lease Agreement, this agreement may be terminated by either **management** or **resident** by the giving of notice as provided herein. The disposition of any security deposit will be made in accordance with paragraph 4.

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18. **WAIVER OF LIABILITY:** In consideration of the right to use the **RECREATIONAL/HEALTH FACILITIES** (if any), at the apartment community, the **resident** acknowledges and agrees that neither Owner nor **management** nor their affiliates, agents, members, partners, employees, successors, or assigns shall be liable for claims, demands, costs or expenses arising out of any personal injury, property damage or loss which may be sustained by the undersigned or any persons whom the undersigned allows to use the facilities, whether or not caused in whole or in part by the active or passive actions of Owner or **management**, or their affiliates, agents, employees, partners, members, successors or assigns. **Resident** acknowledges and agrees to hold harmless, indemnify and defend same against any and all claims, liabilities, damages, liens and expenses (including, without limitation, reasonable attorney's fees) arising directly or indirectly from any such occurrences.

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19. **ILLEGAL SUBSTANCES:** **Resident** covenants that **resident** and any persons in their household and/or on the **premises** with their consent shall not obtain, possess, use, administer, dispense, cultivate, or distribute any illegal drug, controlled substance or marijuana on or in the **premises**. **Resident** further agrees that this **lease** and **resident's** right to occupy said **premises** will be terminated if it becomes known to **management** that **resident** has failed to comply with this paragraph.

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20. **RIGHT OF ENTRY:** **Management** shall have the right to enter the **premises** in the case of an emergency or after due notice when the **management** has good cause to believe the **resident(s)** may have damaged the **premises** or may be in violation of any law or municipal regulation. The **resident** does agree that **management** may enter the **premises** after due notice during normal business hours for the purpose of making repairs, alterations, improvements, inspections, showing prospective **RESIDENT(S)** or otherwise providing services. (It is understood that any request by **resident(s)** for any repairs or service shall be deemed permission for the **management**, its employees or agents to enter the **premises** without further notice and at any reasonable time to perform such repairs or services). **Management** access to the **premises** will not be unreasonably denied.

- a. In the event that any damages are found upon inspection, **resident** will have seven (7) days to remedy any and all damages deemed appropriate by **management**.
- b. **Resident** shall give **management** notice of any anticipated extended absence of **resident** from the **premises** in excess of seven (7) days. During such absence of **resident**, **management** may enter the **premises** at times reasonably necessary to protect the **premises**, (i.e. heat setting). In the event the **resident** fails to give such notice, **management** may recover from **resident** any actual damages sustained.

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21. **LOCKS AND KEYS:** The **RESIDENT MAY NOT** install additional locking devices or other security devices in the **premises**. The **resident** shall not alter or modify in any way any locks provided by the **management**. A fee of one hundred dollars (\$100.00) will

be assessed by **management** to the **resident** if the locks are found to be changed at any time during this Lease Agreement or thereafter. **Resident** shall surrender to the **management** all keys issued to the **premises** or be liable for costs incurred to replace the locks and keys. Failure to return mailbox keys will result in a fee of fifty dollars (\$50.00) per key.

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22. **RESIDENT INFORMATION:** **Resident** covenants that all application information is given voluntarily and knowingly by **resident**, and if such information proves to be false or misleading, **management** may require the right to terminate this **lease**; in which event, **resident** shall immediately vacate and surrender the **premises**. **Resident** shall notify **management** of any changes to said application during the term of this **lease** or renewal thereof.

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23. **MAINTENANCE:** **Management** agrees to keep the **premises** and all equipment provided therein, in reasonable repair during the term of this **lease** and in compliance with applicable health and safety laws of the state and local government. **Resident** shall be liable for the cost of repairs to the **premises** as may be due to or made necessary by the negligence or wrongdoing of **RESIDENT**, any member of **resident's** household, or **resident's** employees, invitees or guests. Such expenses incurred shall be due within ten (10) days of billing. Failure to pay shall constitute default by **resident** under this **lease**. **Management's** failure to fulfill the agreements contained herein within a reasonable period of time shall not affect **resident's** obligation to promptly pay the rent as and when the same shall become due and payable under this **lease**. **Resident** shall not abate, withhold or escrow any portion of the rental payment.

Unless indicated in Paragraph 1.j., **resident** shall be responsible for the lawn care and mowing expenses on a routine basis. **Management** reserves the right to charge the **resident** if the lawn is not maintained to the standards of the City of Murray, Kentucky and/or **management**.

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24. **NOTICE TO VACATE OR RENEW:** Upon receipt of Notice to Renew or Vacate, **resident** shall respond within 30 days from the end of the **lease** stating their intent. If **resident(s)** fail to respond to **management's** notices as stipulated, it will be assumed that **resident** intends to renew the **lease** for six months.
- a. For multiple residents, those wishing to renew must sign the Renewal Form.
 - b. Those vacating must sign Intent to Vacate Form.

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25. **EMPLOYMENT TRANSFER IN EXCESS OF 50 MILES:** **Resident** may terminate this **lease** prior to the expiration of the terms by providing to **management** a sixty (60) day written notice prior to the vacation date and verifying proof of job transfer from **resident's** employer at time of application. **Resident's employment location must be in excess of 50 miles or more from their residence.** The **resident** must deliver to **management** a buyout fee equal to two (2) month's rent in a guaranteed form of payment (i.e. money order, cashier's check or certified funds) upon vacating the **premises**. Should **resident** vacate the apartment prior to the expiration of the notice period, **resident** remains responsible for the rent and utilities during that period. Utilities must be kept on in the apartment at all times throughout the term of the **lease**. *Does not apply to military transfers. **resident** must provide **management** with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer.

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26. **MOVE-OUT PROCEDURES:** An inspection of the condition of the dwelling will be made after all of the personal effects of the **resident** have been removed. A **resident** should accompany **management** during the move out inspection. **Failure of resident to do so shall constitute concurrence by resident of management's assessment of charges for damages or cleaning.** After the inspection, charges will be assessed for any missing items, damages or repairs to the **premises**, or its contents (normal wear and tear accepted.) Charges will include but are not limited to: missing or burned out light bulbs, scratches, holes in the walls or doors, burned or torn floors, carpets, etc. and/or for cleaning the **premises** including all kitchen appliances (refrigerator, microwave, oven range, dishwasher, washer/dryer), bathrooms, closets, storage areas, patios/balconies, vinyl floor covering, etc., so as to restore to the same condition as on the commencement date of the term of the **lease**. A charge for replacing locks and keys shall be assessed if all keys to the **premises** are not returned to **management**.

In the event **resident** neglect or refuse to remove all effects belonging to said **resident** from the premises immediately upon the termination or expiration of this lease, all said belongings become property of **management**.

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27. **PETS:**

- a. **Resident** shall keep no pets at or about the **premises** except with **management's** prior written consent. **Management** reserves the right to deny an Application for Permission to have a pet or Pet Agreement due to an animal, breed, or animal mixed with a breed with a history of aggressive behavior. **THIS INCLUDES VISITING PET(S)!** Consent will be conditioned upon the payment of pet fees and **resident's** agreement to observe **management's** rules pertaining to pets. If consent is given by **management** in keeping of a pet, **resident** agrees to pay a one-time **NON-REFUNDABLE** pet fee of one hundred fifty dollars (\$150.00) and an additional monthly pet rent.
- b. **The Pet Fee and Pet Deposit shall be payable upon the move-in date of the animal, or pet. Management** reserves the right to withdraw its consent for any pet if the pet is not being kept under control, which includes not being on leash on the **premises**, including common areas of the Community.
- c. **A five hundred-dollar (\$500.00) fine shall be assessed for undocumented pets found in no-pet apartments or if evidence is found in no-pet apartments.**
- d. The following breeds or dogs mixed with these breeds are not permitted on the **premises** at any time including but not limited to: Akitas, Chow Chows, Doberman Pinschers, German Shepherds, Huskies, Malamutes, Pit Bulls, Presa Canarios, Rottweilers, Staffordshire Terriers, and wolf-hybrids.
- e. The following are not permitted on the **premises** at any time: Pot-Bellied Pigs, Spiders of ANY Species, birds (except those that are caged), fish (in tanks twenty (20) gallons or more without adequate insurance naming SBG Real Property Professionals, LLC as additionally insured), insects, mammals such as skunks, etc., rabbits or any species classified as a roaming rodent (i.e., chinchilla, ferret, mink, squirrel, etc.), reptiles.
- f. **Any animal that causes or appears to be a threat to any person on the leased PREMISES or any animal, breed, or animal mixed with a breed with a history of aggressive behavior will be considered a DANGEROUS ANIMAL and MANAGEMENT retains the right to remove it IMMEDIATELY!**
- g. **Resident** must remove animal waste from the grounds or be charged a fee of fifty dollars (\$50.00) per clean up.
- h. Animals that are used to assist handicapped persons will not be subject to **management's** rules pertaining to pets and will be accommodated to the extent reasonably possible. However, proper documentation must be on file with **management** upon move-in of service animal.

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28. **BED BUGS:**

Resident acknowledges that they have read the pamphlet "Don't Let the Bed Bugs Bite" which outlines how to detect bed bugs, how they spread, how to prevent bed bugs, pest management, preparation for pest management and responsibilities of **resident**, **management** and the pest management professional. This pamphlet is included in the Policy and Procedures Handbook. **Resident** acknowledges that **management** has inspected the unit and is not aware of any bed bug infestation. **resident** agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.

Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

- a. Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit make sure to inspect beds, bedding, and upholstered furniture for signs of bed bug infestation.
- b. **Resident** shall report any problems immediately to **management**. Even a few bed bugs can rapidly multiply to create a major infestation that spread to other units.
- c. **Resident** shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment.

Resident must comply with recommendations and requests from the pest management specialist prior to professional treatment including but not limited to:

- Placing all bedding, drapes, curtains, and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands, and closets. Remove all items from floors- bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.
 - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- d. **Resident** agrees to reimburse **management** for expenses including but not limited to attorney fees and pest management fees that **management** may incur as a result of infestation of bed bugs in the apartment.
- e. **Resident** agrees to hold **management** harmless from any actions, claims, losses, damages, and expenses that may incur as a result of a bed bug infestation.
- f. It is acknowledged that **management** shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs. **Resident** agrees to have personal property insurance to cover such losses.

RI

29. **EMINENT DOMAIN:** If any part of the **premises** is condemned by any government authority, then this **lease** shall terminate as of the date that possession is taken by the government authority.

RI

30. **SEVERABILITY:** If any provision of this **lease** should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this **lease**, which shall continue to remain in full force and effect.

RI

31. **WAIVER:** If **management** should waive any provisions of this **lease**; it shall not be construed as a waiver of a further breach of such provision.

RI

32. **MODIFICATIONS:** No modification of this **lease** shall be binding unless in writing and signed by the **resident** and by an authorized agent of **management**.

RI

33. **LANDLORD'S RIGHT TO MORTGAGE AND ASSIGN:** Landlord shall have the right to subordinate this **lease** to any mortgage now or hereafter placed on the PREMISES or on the Apartment Community. **Resident** acknowledges that this **lease** may be assigned by **management** in the event of a sale or transfer of the Apartment Community to a new owner and a different management agent may at any time be designated at the sole discretion of Landlord.

RI

34. **TAXES:** In the event that any sales, use, or other tax shall be levied upon the rents reserved in this Lease Agreement by the City of Murray, Kentucky, Calloway County, the Commonwealth of Kentucky, or any other governmental entity having jurisdiction, all such taxes, in addition to all other amounts necessary to enable **resident** to perform their obligations hereunder, shall be paid by **resident** immediately upon demand by **management**.

RI

35. **HOLDOVER RESIDENT:** If the vacating date has passed due to termination of the Lease Agreement, and **resident** remains in possession of the **premises**, **resident** will be charged a fee of one hundred dollars (\$100) for each day **resident** remains in possession of the **premises**.

RI

36. **NOTICE OF INJURIES:** In the event of any injuries to **resident** or **resident's** family, guest or invitees, or in the event of any damage to any of their property that is allegedly caused by the negligence of **management** or its agents or employees, **resident** shall give **management** a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice shall be delivered to **management** at **management's** office. Such notice, or the alleged damage or injury described therein, shall not be deemed to impute any liability to **management** or any party operating under or through **management**, including the Owners of the **premises** and the party and the property of which it is a part.

RI

37. **MANAGEMENT, NOTICE AND DISCLOSURE:** SBG Real Property Professionals, LLC. is duly authorized to manage this apartment community and to send, or accept, on behalf of the Landlord, all services of process and notices required, or permitted, by this agreement, or by law. All notices to Landlord must be in writing and may be mailed by regular mail or hand-delivered during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays. All notices to the **resident(s)** will be communicated via electronic mail, mailed by regular mail, or hand-delivered to the address of **resident's** apartment, COSIGNER, or to the last known addresses, if **resident** has vacated the **premises**. **Management** is not held liable for electronic mail failure.

RI

38. **LEGAL EXPENSES:** **Resident** shall pay all costs, expenses, and attorneys' fees, which shall be incurred or expended by Owner or **management** due to **resident's** breach of the covenants and agreements of this **lease**. In the event **management** proceeds with court action due to **resident's** breach of the covenants and agreements of this **lease**, one hundred twenty-five dollars (\$125.00) filing fee will be paid by **resident**.

RI

39. **DISCRIMINATION:** Owner and **management** do not discriminate against **resident** in the provision of services, or in any other manner. The property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap, or elderliness in compliance with all applicable federal and state and local Fair Housing laws and regulations.

RI

40. **LIABILITY/RESIDENT (S) AND COSIGNER (S):**

- a. All parties whose names are signed to this agreement shall be jointly and severally liable to owner for all monies due and terms and conditions of this Lease Agreement.
- b. The **COSIGNER**, whether one or more, hereby unconditionally guarantees the payment of all debts as they become due, whether for rent, late charges, legal fees, damages, abuse, pet damages or otherwise arising out of or in any way connected with the lease.
- c. The **COSIGNER** further agrees the performance by the **resident(s)** of each and every term and provision of the LEASE.
- d. If the **lease** is modified, (including rent increases and approved roommate changes) renewed, extended, or if the **resident** holds over beyond the term of the **lease**, the obligations hereunder of **COSIGNER** shall extend and apply with respect to the full and faithful performance of all of the covenants, terms, and conditions of the **lease** and of any such modification, renewal, or extension thereof.
- e. This LEASE shall be binding on and shall inure to the benefit of the respective parties, their personal and legal representatives, estate, heirs, legatees, assigns, and/or successors in interest.

RI

41. **PHOTOGRAPHS AND VIDEOS:** **Resident** consents to **management's** use of photographs and/or video images of the **resident** and the **premises**, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar apartment communities owned or operated by the **management**. **Management** may use these images in advertising, websites, and social networking sites such as Facebook, Twitter, Instagram, etc. for marketing and

promotional purposes. **Resident** consents to the publication of these images and waives any claims against **management** for use of such images.

RI

42. **RESIDENT AND COSIGNER (S) ACKNOWLEDGE THE READING AND UNDERSTANDING OF THIS LEASE AGREEMENT. THEY FURTHER ACKNOWLEDGE THAT THE LEASE AND ANY EXTENSION OR RENEWAL THEREOF IS INCLUSIVE OF THE RESIDENT INFORMATION & POLICY HANDBOOK, WHICH IS HEREBY MADE A PART OF THIS LEASE BY REFERENCE, AND ALL THE TERMS AND CONDITIONS AS SET FORTH IN THIS LEASE AGREEMENT. CHANGES CAN ONLY BE MADE IN WRITING SIGNED BY BOTH THE RESIDENT AND MANAGEMENT. IF A PROVISION OF THIS LEASE AGREEMENT IS LEGALLY INVALID, THE REST OF THIS LEASE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THIS LEASE AGREEMENT SHALL BE BINDING ON MANAGEMENT AND RESIDENT, THEIR SUCCESSORS, HEIRS, AND ASSIGNS. ANY PRIOR AGREEMENTS OR LEASES SHALL MERGE INTO THIS LEASE AGREEMENT.**

IN WITNESS WHEREOF, the individual parties have signed this Lease Agreement, as of the dates indicated below:

MANAGEMENT:

RESIDENT:

SBG Real Property Professionals, LLC

By: _____

Title: _____

You may access your account, pay your rent, submit a repair request, or submit questions or concerns to our staff by visiting www.sbgproperty.com or www.murraykyrentals.com. We can be reached by phone at (270) 753-9999 during regular business hours, by phone at (270) 226-1014 after-hours, or by email at manager@sbgproperty.com for any questions or concerns. In the event of any emergency, please contact us immediately.