

STANDARD RESIDENTIAL RENTAL AGREEMENT

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE, THAT IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PARTS OF THIS AGREEMENT, SEEK THE HELP OF AN ATTORNEY BEFORE SIGNING.

This Agreement made this the **1st** day of **May, 2023**, is between the **#836 Monterey St Trust**, which shall be represented by **412 Real Estate Solutions, LLC** as property manager, (hereinafter referred to as "Landlord"), and **Dionia Wilson** (hereinafter referred to as "Tenants").

Landlord

Name: 412 Real Estate Solutions, LLC

Contact Phone: (412) 440-7742

Email: Phils@412res.com

Address to send rent payments:

1735 E Carson St #330

Pittsburgh Pa 15203

Tenants

Name: Dionia Wilson

Contact Phone: (724) 506-0071

Email: Dionia60@gmail.com

Co-Signer: *None*

The leased property is the location the Landlord agrees to rent to Tenants. The word "leased property" refers to a **Single Family Home** of residence with detached garage. The exact address is

**836 Monterey St
Duquesne, PA 15110**

the full legal description of which is the same as recorded with the Clerk of the Superior Court of **Allegheny County**, and is made a part hereof by reference (hereinafter referred to as the "Property"), under the following terms and conditions:

The Landlord does hereby lease to the Tenants the Property upon the terms and conditions set forth in this Agreement. Tenants accept the Property in its present "**AS-IS**" condition and acknowledge that they have been given the right to inspect the same, and have approved of the Property's condition.

1. TERM

- 1.1. The initial term of this Agreement shall be for **twenty-four (24) months** beginning on the **15th** day of **May, 2023**, and terminating at **Midnight** the **15th** day of **May, 2025**.
- 1.2. This Agreement does not automatically renew. At the end of this Agreement's term this Agreement may be renewed for an additional **Month**, by the Landlord only, as many times as the Landlord chooses. Renewal shall not be assumed and must be granted by the Landlord, in writing, each additional month.
- 1.3. If Tenants wishes to terminate they may do so within the guidelines details in **Section 7**

2. POSSESSION

- 2.1. Tenants agree to accept the property in its current condition at the start of this lease and deems it habitable

Tenants' Initials _____

3. RENT

- 3.1. The rental amount for each month is **One Thousand Four Hundred Dollars (\$1,400)** per month
- 3.2. Rent is due, without notice or demand and without deductions, on the **Fifteenth (15th)** of the month, and every month during the initial or any extended term of this agreement.
- 3.3. Total rental amount for the term of this Agreement is **Thirty Three Thousand and Six Hundred Dollars (\$33,600)**
- 3.4. A court action to remove Tenants may begin on the **Tenth (10th)** day of lateness. All court cost are paid by Tenants
- 3.5. Rent is payable online or by check or money order. Cash will **NOT** be accepted. Online payment options are available at the locations listed below in **Section 3.7**, which the Landlord will assist Tenants in setting up an account. If the Landlord changes online payment options, or if additional online payment options are available the Landlord will provide Tenants with the necessary information in writing.
- 3.6.

Online Payment Portals

<https://www.apartments.com>

the Landlord Mailing Address

412 Real Estate Solutions
1735 E. Carson St #330
Pittsburgh Pa 15203

- 3.7. It is encouraged that Tenants to set up automatic payments of the monthly rent on the Online Payment Portal.
- 3.8. If Tenants are unable to pay via the online portal, and with the Landlords permission, and must pay rent via a mailed check or money order, Tenants may do so by mailing the check or money order to the Landlord’s address listed above in **Section 3.6.** Mailing of rent by the due date does not constitute payment. Rent must be received at the office of the Landlord before 5:00pm on the due date of each month to be considered paid.

4. ORDER IN WHICH RENT AND ADDITIONAL PAYMENTS ARE APPLIED

- 4.1. Rent and additional payments received is first applied to money due from the past in the following order:
 - 4.1.1. Tenants Owed Utility Bills
 - 4.1.2. Legal and Court Costs
 - 4.1.3. Late Fees & Other Fees Not Paid
 - 4.1.4. Past Due Rent
 - 4.1.5. Current Rent

5. LATE FEES, RETURNED CHECKS, AND PENALTIES

- 5.1. Any rent or Tenants owed utility bills payments made **beyond the due date** shall be subject to a **late payment penalty of Five Dollars (\$5) per day** for each day after the due date as additional rent.
- 5.2. The additional rent shall accrue at a rate of **Five Dollars (\$5) per day** until all rents, and any other amounts owed under this Agreement are paid in full
- 5.3. After **Ten (10)** days that any rent or Tenants owed utility bill is considered late, the Landlord may elect to attempt to collect the amount owed in person at the Property
- 5.4. In the event collection of past due rent or Tenants owed utility bills must be made by the Landlord at the Property’s location, the Tenants agree to pay a **Fifty (\$50)** collection fee as additional rent for each such attempted collection.
- 5.5. In the event any check or online payment given by Tenants to the Landlord is returned by the bank unpaid, Tenants agrees to pay to the Landlord **Fifty (\$50)** as additional rent, and agrees to pay the late fee detailed in **Section 5.1** per day after the **due date** until Tenants' account is brought current. This charge will be waived if the bank verifies, in writing, the check was returned due to their error. This charge will also be waived if the online payment processing

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company verifies, in writing, that there was an error on their end in processing the payment. Any returned check must be redeemed by cashier's check, certified check or money order. In the event more than one check is returned, Tenants herewith agree to pay all future rents and charges in the form of cashier's check, certified check or money order.

- 5.6. Tenants acknowledge that late payment of two (2) or more times during the term of the lease will require the Tenants to set up an automatic direct monthly deposit with the Landlord from the Tenants financial institution. Late payment of three (3) or more times during the term of the lease may be grounds for termination of the lease by the Landlord.
- 5.7. If Tenants occupy the Property after the Term or end of any Renewal Term, Tenants will be considered a holdover tenant and will be causing the Landlord financial harm ("damages"). Should Tenants hold over on the Property after expiration of the term or any extension of this Agreement, and without the consent of the Landlord, the possession shall not be construed as a renewal for the same term. These damages will be equal to **2x** monthly Rent contained in **Section 3**, prorated on a daily basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to the Landlord's right to seek reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests. There shall be no renewal of this Agreement by operation of law.

6. NUMBER OF OCCUPANTS

- 6.1. The most people allowed to live in the leased property are **Two (2) people**
- 6.2. As of the date of the signing of this Agreement there are no approved additional Tenants. (Children excluded)
- 6.3. Current Tenants must get approval from the Landlord for any additional Tenants to be added to this Agreement
- 6.4. Any additional Tenants must be screened and vetted by the Landlord before being allowed to occupy the Property. The Landlord's written approval is required for any additional Tenants.
- 6.5. The Landlord will provide and approve of all written agreements pertaining to any additional Tenants, and dictate the terms of said agreements.
- 6.6. All signers, including co-signers, of this lease are responsible for all financial obligations. This includes but is not limited to rent, late fees, damages, and other costs.
- 6.7. If any unauthorized occupants are found living in the leased property, the Landlord can:
 - 6.7.1. End this lease with **fifteen (15) day** written notice
 - 6.7.2. Require the Tenants named in this Agreement to pay for each unauthorized guest as detailed in **Section 14.2**
 - 6.7.3. Require the Tenants named in this Agreement to pay for all damages caused by the unauthorized occupants

7. ASSIGNMENT/SUBLETTING AND EARLY RELEASE

- 7.1. Tenants shall not have the right to assign their obligations under this Agreement or to sublet any part or all of the Property without the prior written consent of the Landlord. Any such assignment without prior written consent from the Landlord may be grounds for immediate termination of this Agreement
- 7.2. Tenants may be released from the obligations to pay the rents contained herein, as of the last day of the rental month, before the expiration of the initial term or any extensions by:
 - 7.2.1. Giving the Landlord a minimum of sixty (60) days **written** notice, *plus*
 - 7.2.2. Forfeit any and all money paid towards this agreement, or any additional or future agreements the Landlord and Tenants has entered into, *plus*
 - 7.2.3. Paying an amount equal to **two** month's rent as a **Release Fee**, *plus*
 - 7.2.4. Returning the Property in a clean, undamaged ready-to-rent condition, *plus*
 - 7.2.5. Paying all monies (rent & utilities) due through the final month in which they occupy the Property, *plus*

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7.2.6. Comply with all provisions outlined in **Section 8**.

8. PERFORMANCE FEE/SECURITY DEPOSIT

- 8.1. Tenants and the Landlord both agree a performance fee/security deposit of **\$0** is required before taking possession of the property to secure the Tenants' faithful performance of the conditions of this agreement. Tenants acknowledge this reduced amount is given to them by the Landlord as good faith for any and all **non-refundable** monies paid towards any additional or future agreements entered into between the Tenants and Landlord.
- 8.2. Tenants additionally acknowledges that they are still financially liable for any damages, repairs and cleaning necessary upon the end of the term to bring the property back to rent-ready or marketable for sale condition, and any monies paid towards any additional or future agreements entered into between the Tenants and Landlord do not constitute any type of payment towards these cost.
- 8.3. Tenants will not be charge any additional cost for cleaning/repairs/damages **ONLY** if the Property is return the property under the following conditions:
 - 8.3.1. Lease term or any extensions has expired or the Agreement has been terminated by both parties; *and*
 - 8.3.2. All monies due to the Landlord by Tenants have been paid in full; *and*
 - 8.3.3. There are no unpaid late charges or rent remaining due; *and*
 - 8.3.4. All utility bills have been paid in full and written proof given to the Landlord; *and*
 - 8.3.5. Property is not damaged and is left in its original condition; *and*
 - 8.3.6. Holes in walls, scratches in woodwork, holes or damages to flooring whether carpeting, tile, or wood have been repaired; *and*
 - 8.3.7. Carpets, walls, floors, appliances, bathrooms fixtures, and other areas of the house have been cleaned and ready for the new Tenants. Tenants shall provide proof that the carpets were professionally cleaned; and professionally treated for ticks and fleas, if detected or if pets were present; *and*
 - 8.3.8. All interior and exterior light bulbs are in working order; *and*
 - 8.3.9. All appliances and equipment are in their original working condition, normal wear and tear except, and cleaned; *and*
 - 8.3.10. Any remaining trash and other debris have been removed from the Property; *and*
 - 8.3.11. The exterior yard and lawn of the Property has been left neatly cut, trimmed, and cleaned and all debris and leaves have been removed from the Property. This includes cutting the grass, and trimming all trees and shrubbery to a presentable level.
 - 8.3.12. All personal belongings and property (including vehicles parked in the street) have been removed from the Property; *and*
 - 8.3.13. Written notice to vacate has been given to the Landlord in accordance to **Section 7**; *and*
 - 8.3.14. Tenants allow the Landlord to show the Property to potential future Tenants and Buyers and post signs during the notice period in **Section 7**; *and*
 - 8.3.15. Tenants has returned all keys to the Landlord; *and*
 - 8.3.16. Tenants has given the Landlord their forwarding address; *and*
 - 8.3.17. Tenants have paid all final bills on all utilities that have been their responsibility under this Agreement
- 8.4. Fees may be applied by the Landlord to satisfy all or part of Tenantss' obligations and such act shall not prevent the Landlord from claiming damages in excess. Tenants agree to pay the Landlord eighteen percent (18%) per annum on the unpaid balance of any charges for rent, repairs or any other damages sustained by the Landlord under the terms of this Agreement that are not paid within seven (7) days after delivery to the Tenants.
- 8.5. Tenants agree and acknowledge that any previous or future paid monies towards any additional or future agreements

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entered into between the Tenants and the Landlord shall not be applied to any rent payment, damages, clean, fees, or additional monies owed in this Agreement. Tenants understand the Landlord is required to pursue collecting on any expenses created by the Tenants' noncompliance with this Agreement or additional or future agreements the Tenants and the Landlord enter into.

9. POSSESSION

- 9.1. Tenants will be permitted to occupy the Property on the above start date of the Term in **Section 1** if the following conditions are met on the start date;
 - 9.1.1. Tenants have completed the required final application, passed the credit and background check, and provide proof of income; *and*
 - 9.1.2. This Agreement has been read in full and initialed and signed by all Tenants; *and*
 - 9.1.3. Proof of required renters insurance, as detailed in **Section 12**, are delivered to the Landlord.
- 9.2. If Tenants fail to perform on any of the above requirements, the Tenants relinquish the rights to take or maintain possession of Property, and the Landlord reserves the right to cancel or terminate the agreement, and keep any and all monies received on this agreement or additional or future agreements, or that the Tenants have paid in advance.

10. UTILITIES

- 10.1. Tenants agrees to pay for the utilities and services listed below
 - 10.1.1. Electricity
 - 10.1.2. Natural Gas
 - 10.1.3. Any internet, cable, or communication services they wish to have on the property
 - 10.1.4. Any additional services Tenants wish to have
- 10.2. Tenants are responsible for calling and setting up/transferring the account prior to the beginning of their term. Tenants are also responsible for all prompt payment of all utilities listed above. If Tenants fail to do so they will be responsible for any and all fees associated with this. This includes but is not limited to any shut-off/reactivation fees, transfer fees, or new account fees.
- 10.3. Tenants agrees to reimburse the Landlord for the following utilities, which will initially be paid by the Landlord
 - 10.3.1. None
- 10.4. Tenants agree to reimburse the Landlord for all utilities paid by the Landlord listed above within **Fifteen (15) days** after notice of payment. The Landlord will post such bills on the online portal provided in **Section 3.7**, with a copy of said bill, for Tenants to pay. The Landlord will make an effort, but is not required, to inform Tenants via text message or email at the provided contact information listed above when a bill is posted to the online portal.
- 10.5. In the event the Landlord is forced to, or elects to, pay any past due utilities associated with the property the Tenants agree to pay additional late fees as additional rent per the rules detailed in **Section 5**. Landlord may elect to pay any past due utilities to ensure not liens are placed on the Property, or to ensure essential services are not cut-off/terminated at the Property
- 10.6. Any additional satellite dishes of any kind are not permitted on the Property. If the Tenants have a Satellite dish, or similar device, installed on the exterior of the Property they will be fined \$500, plus all associated costs for removal and repairs to the exterior of the building. They will also be responsible for all associated zoning, housing, and fines associated with the installation or removal of said device.
- 10.7. During the winter months the Tenants are required to heat all rooms during the winter months, and are responsible for any damage that comes from failure to do so. Tenants agrees to keep temperature at **Fifty Five (55) degrees** or above at all times

11. APPLIANCES

- 11.1. All appliances of any kind including window air conditioners are specifically excluded from this Agreement.

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Landlord provides Tenants with all appliances including but not limited to those so noted below as a convenience to the Tenants and the Landlord assumes no responsibility for their operation. No part of the monthly rent is attributable to them. Any appliance on the Property at the signing of this Agreement shall be returned by Tenants upon move-out in the same condition as at the signing of this Agreement.

- 11.2. Tenants understand that they are responsible for all maintenance and repairs on the provided appliances..
- 11.3. Tenants shall return all appliances to the Landlord in good working order at the end of the lease term.
- 11.4. The Landlord has supplied the Tenants with the following appliances
 - 11.4.1. Oven/Stove
 - 11.4.2. Refrigerator

12. INSURANCE & RENTERS INSURANCE

- 12.1. Landlord agrees to carry fire and liability insurance on the building. Tenants' personal property is not insured under the Landlord's policy
- 12.2. Tenants agrees to purchase comprehensive insurance, known as a Renter's Insurance Policy, against all perils, including but not limited to insurance on personal property or property of other persons from protection of loss due to or caused by theft, vandalism, bursting or breaking pipes, by or from fire, windstorm, hail, flooding, leakage, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the Property. Said policy shall include liability coverage of \$300,000.00 minimum and list the Landlord as additionally named insured. A copy of said policy shall be provided to the Landlord within **five (5) days** after the Tenants sign this agreement. Failure to do so will result in instant termination of this Agreement.
- 12.3. If there is any loss by fire, theft, burglary or any other means, Tenants agree to relieve the Landlord from all responsibility. Tenants agree to pay for this loss or any claims filed.

13. CONDITION, MAINTENANCE, REPAIRS, AND ALTERNATIONS OF PROPERTY:

- 13.1. Tenants shall at all times maintain the Property in a clean and sanitary condition, including all equipment and appliances therein and shall surrender the Property upon termination of the Agreement in the same condition as received. Should Tenants fail to surrender the Property in good condition, Tenants acknowledge that the Landlord may seek reimbursement of the cost of returning the Property to good condition as stipulated in **Section 8**. Tenants shall be responsible for all damages caused by their neglect and that of their family, pets, or invitees and guests.
- 13.2. Tenants shall maintain the exterior grounds in a clean and sanitary condition. This includes no unapproved lawn items in the front or rear yards. All grass, trees, and shrubs must be kept trim and clean. Branches must be trimmed back from both the structures on the Property and the road/sidewalk. Tenants shall mow, irrigate and maintain any surrounding grounds, including lawns, shrubbery and gutters, and keep the same clear of rubbish, trash, weeds or leaves if such grounds are part of the Property and are available for the use of Tenants. Should Tenants fail to do so, the Landlord, after attempting to notify Tenants, may, but is not required to, maintain lawns and/or shrubbery by using a professional yard maintenance company. Tenants agree to pay the cost of any such yard maintenance as additional rent.
- 13.3. Cigarette butts are also not permitted to be discarded anywhere on the Property grounds. Smoking is not permitted inside the Property, but is permitted outside the building, however cigarette butts must be discarded in an ashtray or suitable receptacle. Said ashtray or receptacle can not be stored outside of the Property unless located on the back porch. Failure to do so could result in fines, along with any clean up charges.
- 13.4. Tenants shall not make, or allow to be made, any alterations, installations, repairs or redecoration of any kind to the Property without prior written permission of the Landlord, provided, however, that notwithstanding such consent, Tenants agrees that all alterations including, without limitation, any items affixed to the Property, shall become the property of the Landlord upon the termination of this Agreement. This includes, but is not limited to, ceiling fans, mini blinds, carpeting, fencing, lighting fixtures, shrubs, flowers, electric vehicle hookups etc. Removal of these items shall be considered theft subject to civil and criminal prosecution.
- 13.5. Owner reserves the right to approve materials for inclusion in the property. Tenants will pick-up or arrange for

delivery of said materials. All materials attached to the property shall become part of the property and shall not be removed by the Tenants whether paid for by the Tenants or the Landlord. Work or repairs undertaken by the Tenants will be undertaken only if the Tenants is competent and qualified to perform said repairs. Tenants will be responsible to assure that all work is performed in a safe, workmanlike and lien-free manner, whether by the Tenants or by persons hired by or otherwise authorized by the Tenants. Tenants further agree that any person or persons performing work will be responsible for obtaining insurance. Tenants will hold the Landlord and the Landlord's agents free of harm, litigation, and/or claims from any and all persons arising from work or repairs performed on the premises.

- 13.6. Evidence of poor quality maintenance or use of unqualified service people is a violation of this agreement.
- 13.7. Tenants acknowledge the presence of working smoke detectors in the Property, and agree to test the detectors weekly for proper operation, and further agree to replace any batteries (if so equipped) when necessary. Tenants further acknowledge that they understand how to test and operate the smoke detectors in the Property. Tenants also agree to repair or replace any inoperative smoke detectors immediately should it fail to operate properly during any test.
- 13.8. During the Tenants' residency this property will be **YOUR HOME** and should be treated as such. Tenants will be responsible for hiring **QUALIFIED** service people to take care of all maintenance or repairs, and to repair any damage caused by Tenants or Tenants's guests or invitees regardless of cost and at the Tenants' expense.
- 13.9. If any single repair would exceed \$1,000, it shall be reported to the Landlord in writing who shall be given the opportunity to arrange for the repairs at the Tenants expense.
- 13.10. As the future purchasers of the Property, Tenants further waive any and all rights they may have under repair provisions under applicable Pennsylvania law regarding the landlord being responsible for all repairs.
- 13.11. Tenants may not install any smart or green home devices capable of connecting to the Internet, directly or indirectly, that require mounting to Property or connection to Property's utilities, mechanical, or electrical equipment without Landlord's prior written approval. Any smart or green home devices installed within the Property shall become the property of the Landlord and may not be removed upon Tenants move out.
- 13.12. Tenant agrees to immediately tell the Landlord in writing of any dangerous or defective condition on or in the Property. If Tenants fail to do so the Tenants are responsible for all injury or mishap caused by dangerous conditions.
- 13.13. If these repairs are not completed by Tenants within a reasonable time, the Landlord may pay to have the repair completed. Tenants will be billed for the repair as additional rent due with the following month's rent payment.
- 13.14. Tenants agree to pay to open all clogged drains, toilets, sinks, and traps caused by Tenants' actions.
- 13.15. Tenants agree to perform all routine maintenance on the heating and cooling system. If damage is caused because maintenance was not performed, Tenants agree to pay for all expenses to repair heating including the service call charge.
- 13.16. Landlord is not responsible for any inconvenience or loss that the needed repair might cause.

14. CARE & USE OF PROPERTY

- 14.1. Tenants shall use the Property solely for Tenantsial purposes, "work from home" excluded, and shall be occupied by the undersigned adults and any recorded children **Only**.
- 14.2. Occupancy of any guest staying over 14 consecutive days will be considered in violation of this agreement and additional monthly rent of **Four Hundred \$400.00 Dollars** per person, per month, shall be due, chargeable from the beginning date of this Agreement, unless prior written consent is given by the Landlord. The Property shall not be used for any other purpose without the prior, written consent of the Landlord
- 14.3. The Property shall be used so as to comply with all state, county, and municipal laws and ordinances and shall be kept in a clean and orderly condition. The Tenants will be responsible for any fines levied resulting from their actions while living on the Property.
- 14.4. Tenants shall not use the Property or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with neighbors.

Tenants' Initials _____

- 14.5. Tenants shall not deliberately or negligently destroy, deface, damage, or remove any part of the Property or grounds nor unreasonably disturb the peace of the Landlord, other Tenants or neighbors.
- 14.6. Tenants shall be responsible and fully liable for the conduct of his/her guests. Acts of guests in violation of this Agreement or the Landlord's rules and regulations may be deemed by the Landlord to be a breach by Tenants. The Landlord is not responsible for any liability or injury to any person including Tenants and Tenants' guests while at the leased property.

15. RULES, REGULATIONS, & TENANTS' RESPONSIBILITIES

- 15.1. **Locks and Burglar Alarms:** Tenants are prohibited from adding locks to, changing or in any way altering locks installed on the doors of the Property without written permission of the Landlord. If the addition or changing of such locks is permitted, it is mandatory that the Tenants immediately provide the Landlord with keys to such locks. Tenants are prohibited from installing a burglar alarm, changing or in any way altering any existing burglar alarm installed on the Property without written permission of the Landlord. If the installation or changing of such burglar alarm is permitted, it is mandatory that Tenants shall immediately provide the Landlord with all codes to such burglar alarm. Tenants agree that the Landlord is not liable for any unauthorized entry into dwelling of any kind whatsoever
- 15.2. **Telephones:** Tenants are required to maintain or obtain a home phone or personal cell phone and must supply the Landlord with home and work telephone numbers prior to occupying the Property. If any Tenants' home, cell, or work telephone numbers change during the term, or any extensions, they must immediately notify the Landlord of any changes. Tenants are required to be reachable by phone for any emergencies the Landlord deems necessary. If Tenants at any point will be unreachable by phone, they must inform the Landlord of such a time frame, along with alternative ways to reach them if possible.
- 15.3. **Combustible Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk, shall be stored on the Property. Any storage shall be at Tenants' risk and expense, the Landlord shall not be responsible for any loss or damage.
- 15.4. **Walls and Picture Hangings:** No nails, screws or adhesive hangers are permitted except standard picture hooks, shade brackets, and curtain rod brackets may be placed in the walls, woodwork, or any part of the Property. NO nails, screws, hooks, or adhesive hangers of any kind are permitted on any doors, or the exterior of the Property.
- 15.5. **Pest Control:** Tenants agree to provide pest control as needed. Any infestation shall constitute a default of this Agreement. Tenants agree to pay for any pest control services if needed.
- 15.6. **Kerosene Heaters & Appliances:** Tenants agree not to use any form of Kerosene space heater in the dwelling.
- 15.7. **Waterbeds & Liquid Furnishings:** Tenants shall not have or keep any water bed in the dwelling without prior written permission of the Landlord. A condition of approval is a waterbed insurance policy paid by Tenants with the Landlord listed as loss payee. Additionally no liquid filled furniture or receptacle containing more than ten gallons of liquid is permitted without prior written consent and fulfillment of any safety or other reasonable requirements of the Landlord. Tenants also agree to carry insurance deemed appropriate by the Landlord to cover possible losses that may be caused by such items; i.e. renters insurance.
- 15.8. **Vehicles:** Vehicles shall **NOT** be parked on the lawn at any time. Non-operative vehicles are not permitted on Property. Any such non-operative vehicle may be removed by the Landlord at the expense of Tenants, for storage for public or private sale, at the Landlord's option, and Tenants shall have no right of recourse against the Landlord thereafter. Boats, trailers, atvs, golf carts and any unregistered vehicles are not permitted to be parked on the Property. Tenant agrees to have current registration, license plates, and inspection stickers on all vehicles. The only location permitted for vehicles that do not meet this requirement is stored inside the garage.
- 15.9. **Smoking:** For the purpose of this Agreement, "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or similar burning product which generates smoke in any manner or in any form. Smoking, of any kind, is not permitted inside the Property. Smoking is only permitted outside of the building in designated areas. Cigarette butts, and similar items, are not permitted to be discarded anywhere on the Property grounds and must be disposed of in a safe and sanitary fashion. Failure to do so will result in Tenants paying a **Five Hundred Dollar (\$500)** fine and all cleaning fees associated with restoring the Property to its original condition,

including but not limited to professional deep cleaning of the interior carpets, walls, and ceiling..

- 15.10. **Fires:** Open fires are permitted on the Property in designated, approved, and safely designed manners, and per city regulations. These items must be burned in an approved and appropriate container. The Tenants are responsible for any damage to the Property or grounds resulting in the use of the above-approved items. If an open fire violation occurs the Tenants will be held responsible for any and all fine, repairs, and cost associated with the act.
- 15.11. **No Noise Disturbance:** Tenants are responsible for the behavior and conduct of all people, either living with or visiting the Tenants. It is Tenants' responsibility to make sure these individuals behave in a manner that will not disturb neighbors.

16. PETS

- 16.1. Tenants shall not cause or permit any pets to occupy the Property at any time without first receiving written consent from the Landlord. Any additional unauthorized pets found on the Property without written permission by the Landlord shall be removed by the Tenants and a cleaning fee of \$500 shall be paid immediately to the Landlord. Tenants are responsible for any loss or damage caused by the pet(s). Tenants agree that Landlord bears no responsibility for any damage, injury, or nuisance caused by the pet(s).

17. ABANDONMENT

- 17.1. The Property will be considered abandoned by the Tenants if;
 - 17.1.1. The Tenants gives the the Landlord notice that they will not return to the Property; *or*
 - 17.1.2. The Tenants remove their personal belongings from the Property, fail to pay the rent, and do not return for **Seven (7) days**; *or*
 - 17.1.3. The Tenants fail to pay the rent and do not return to the Property for **Ten (10) days**; *or*
 - 17.1.4. The Tenants are unreachable by phone for more than **Seven (7) days** and have not provided the Landlord with an alternative way of communication, as required by **Section 15.2**, have failed to pay the rent, and the Landlord has left written notice at the Property requesting communication.
 - 17.1.5. The Tenants leave personal belongings in the Property after the end of the lease. Any Tenants' property left on the Property beyond the end of the lease shall be considered abandoned and be forfeited to the Landlord. The Tenants shall be responsible for any cost related to the removal and cleanup of said property, including but not limited to hiring movers and disposal personnel to remove abandoned property. This includes any vehicles left on the Property, which the Landlord reserves the right to have towed, disposed of, sold, or classified as abandoned by the DOT at the Tenants expense.
- 17.2. If the Tenants abandon the Property, the Landlord may, at its option, declare this Agreement forfeited and re-rent said Property without any liability whatsoever. Tenants shall be obligated to pay based on the balance of the rental agreement or the early termination requirement, whichever is greater. If Tenants removes or attempts to remove any personal property from the Property other than in the usual course of continuing occupancy, without having first paid the Landlord all monies due, the Landlord shall have the right, without notice, to obtain an injunction to stop removal as the Landlord has an attachment interest in the personal belongings of the non-paying Tenants.
- 17.3. If the Tenants abandon the Property, the Landlord may enter and relent the Property. In this case, the Landlord shall also have the right to remove, store or dispose of any of the Tenants' personal property remaining on the Property after the termination of this agreement. Any such personal property shall be considered the Landlord's property, and title thereto shall vest in the Landlord.
- 17.4. If the Tenants abandons the Property, and/or any of the Tenants' personal property remains on the Property after the termination or end of this agreement, or any extension, the Landlord may elect to charge a storage fee of \$50 per day until the Tenants' personal property is removed and collected.

18. DEFAULT BY TENANTS

- 18.1. A "Default" of this Agreement occurs whenever one of the following happens;
 - 18.1.1. Tenants fail to make a payment of rent, or any utilities that the Landlord pays but Tenants reimburse the

Tenants' Initials _____

Landlord for, by the date due (including any applicable grace period as specified in the terms of this Agreement; *or*

- 18.1.2. Tenants fail to cure any breach of any of the terms of this Lease within **Seven (7) days** after service of a written notice of such breach; *or*
- 18.1.3. Tenants abandon the Property as is detailed above in **Section 17**.
- 18.1.4. Tenants defaults on any additional Agreements they have entered into between themselves and the Landlord as is detailed in **Section 44**
- 18.2. In the event of a Default, the Landlord, at its option, shall have the immediate right to terminate this Lease, and recover possession of the the Property, including any abandoned property of the Tenants, unless Tenants, within **ten (10) days** after notice thereof, shall cure such default.
- 18.3. If Tenants abandon or vacate the Property, while in default of the payment of rent, the Landlord may consider any property left on the Property to be abandoned and may dispose of the same in any manner allowed by law, without responsibility or liability therefore. All personal property at the Property is hereby subject to a lien in favor of the Landlord for payment of all sums due hereunder, to the maximum extent under law.
- 18.4. Upon the adjudication of Tenants in Bankruptcy, or if any facts contained in Tenants' application are untrue or misleading, then, upon the happening of any of said events, Tenants shall be in default hereunder and the Landlord may, at its option, immediately terminate this Agreement by written notice to Tenants.
- 18.5. In the event of a default by Tenants, the Landlord may elect to;
 - 18.5.1. continue this Agreement and enforce all of the Landlord's rights and remedies hereunder, including the right to recover the rent as it comes due, or
 - 18.5.2. at any time, terminate all of Tenants' rights hereunder and recover from Tenants all damages the Landlord may incur by reason of the breach of this Agreement, including the cost of recovering the the Property, and including the worth at the time of termination, or at the time of an award should a suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Tenants proves could be reasonably avoided.

19. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)

- 19.1. Tenants agree to give up certain legal rights as provided by the LANDLORD and TENANT ACT OF 1951. No notice will be required to be given by the Landlord and Tenants to leave and give up the leased property. Tenants will be asked to leave the leased property without notice under any of the following conditions.
 - 19.1.1. Tenant does not leave the property at the end of the lease term.
 - 19.1.2. Tenant breaks any of the terms and conditions of the lease.
 - 19.1.3. Tenant fails, upon demand, to make all rent and other payments when due.

Tenants

Initials

20. LANDLORD'S RIGHTS IF TENANT BREAKS LEASE

- 20.1. If Tenants breaks this lease agreement, Landlord has the right to:
 - 20.1.1. end this lease agreement; *and*
 - 20.1.2. go to court to get back (recover possession of) the leased property; *and*
 - 20.1.3. hire an attorney to start a court eviction action. Tenant agrees to pay Landlord all attorney's fees and court costs in any eviction or collection action should Landlord prevail; *and*
 - 20.1.4. start eviction action without an attorney. Tenants agree to pay the Landlord or Landlord's agent the sum of **Three Hundred Dollars (\$300.00)** as collection costs if Landlord takes Tenant to court; *and*

Tenants' Initials _____

- 20.1.5. go to court to recover rent, and other charges due until the end of this lease even if this lease has not ended.
- 20.2. If the Landlord wins in court, the Landlord can use the court process to take Tenant's personal goods, motor vehicles, and money in banks.

21. WHAT TENANT OWES LANDLORD IF TENANT BREAKS LEASE

- 21.1. If this Agreement is broken by the Tenants, the Tenants owes to the Landlord;
 - 21.1.1. all rent and other charges allowed by this lease; *and*
 - 21.1.2. all legal fees, court costs, collection agency fees, sheriff's or constable's fees, moving and storing cost, and other expenses that Landlord has to pay; *and*
 - 21.1.3. the cost of repairing and replacing any damage to the leased property caused by the Tenant; *and*
 - 21.1.4. any costs that Landlord suffers as a result of Tenant breaking the lease.

22. TENANT FILES BANKRUPTCY

- 22.1. If Tenants files any form of bankruptcy during the term of this lease, Tenant agrees to move out of the leased Property within **Seven (7) days** of filing.

23. REPORTING OF RENT PAYMENTS & PAST RENT OWED

- 23.1. Tenants are aware that the Landlord may report any past rent, damages, utilities or other costs owed by Tenants to a credit reporting agency. Tenants understand this reporting could affect Tenants' ability to obtain credit or future housing.

24. FIRE OR DAMAGE TO PROPERTY

- 24.1. If the Property is made uninhabitable by fire or other casualty, not the fault of Tenants, this Agreement shall be voidable by either party.
- 24.2. If a fire or other mishap caused by Tenant or Tenant's guest damages the lease property, Tenant may continue to occupy the livable part. This must be permitted by local codes and law.
- 24.3. If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Landlord will collect money due by the Tenants, for the period after the fire or mishap. Once the lease has ended, Landlord is not responsible for finding replacement housing for Tenant.
- 24.4. Tenant agrees to allow Landlord or Landlord's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.
- 24.5. Any fire or other mishap caused by Tenant, or their guests, is Tenant's full responsibility. This includes the payment of rent and all other terms and conditions of this lease.
- 24.6. Tenant is responsible for damage caused by windows being left open. Any windows and screens broken, or doors damaged by anyone are Tenant's responsibility.
- 24.7. Tenant is responsible for damage to any items and/or fixtures located on and in the Property at the time of Tenants' moving in. Landlord reserves the right to evict Tenant for any damage to the Property and/or items or fixtures located on and in the Property at the time of Tenant's moving in that the Landlord deems to be significant and substantial.
- 24.8. Tenant agrees not to hold Landlord responsible for damage or injury caused by water, snow, or ice that comes on the property.

25. LANDLORD ENTRY & RIGHT OF ACCESS

- 25.1. The Landlord or the Landlord's Agent the right to enter the Property at reasonable times in order to:
 - 25.1.1. Inspect the Property, which Tenants agree will be conducted on a monthly basis
 - 25.1.2. Make or inspect repairs, alterations, or improvements

Tenants' Initials _____

- 25.1.3. Supply services
- 25.1.4. Show the Property to prospective buyers or tenants, mortgage lenders, contractors or insurers
- 25.2. The Landlord will endeavor to provide Tenants with at least **Twenty-four (24) hours**' notice prior to such entry.
- 25.3. In cases where emergency entry is necessary, the Landlord will endeavor to provide Tenants with as much notice as possible, however, Tenants acknowledge that the Landlord or his agent may enter the Property without notice to perform emergency repairs or otherwise resolve emergency or urgent situations.
- 25.4. If the locks have been changed without written notice and providing the Landlord with a key, the Landlord may forcibly enter without being liable for damage or unlawful entry. Tenants will be responsible for all repairs resulting in a forced entry.
- 25.5. The Landlord reserves the right to enter the Property in the event that the Tenants can not be reached via the provided cell phone numbers provided as is required in **Section 15.2** for longer than **Seventy-two (72) consecutive hours** as wellness check. In the event that the Tenants know they will be unreachable via telephone for an extended period of time, it is the Tenants responsibility to inform the Landlord and if possible provide alternative ways to communicate in case of emergencies.
- 25.6. Tenant agrees to permit the Landlord to place a sign for sale, rent or information on or near the Property.
- 25.7. Tenant gives Landlord permission to use his own key to enter the property if Tenant is unavailable or uncooperative and reasonable notice was given.
- 25.8. Landlord or person chosen by Landlord has the right to enter the leased property without notice for an emergency. If Tenant is not present, the Landlord agrees to tell Tenant promptly to explain the visit.

26. LANDLORD RIGHTS & RESPONSIBILITIES

- 26.1. The Landlord promises to:
 - 26.1.1. Continue all services and utilities that the Landlord has agreed to provide.
 - 26.1.2. Allow the Tenants to enjoy the Property without interference for the term, and any extensions, of this Agreement so long as the Tenants obeys all the terms as set forth herein.
- 26.2. The Tenants waive the Notice To Quit otherwise required by law. This means that the Landlord may require the Tenants to vacate and surrender the Property immediately with no prior notice upon a default of the terms of this lease, as defined in **Section 18**,
- 26.3. If the Tenants default on the terms of this Lease, the Landlord may immediately terminate the Lease and file an eviction action in order to retake possession of the Property.
- 26.4. In addition to ending this lease and evicting the Tenants, the Landlord may sue the Tenants for unpaid rent, other damages, losses, or injuries. If the Landlord gets a judgment for money against the Tenants, the Landlord can use the court process to take the Tenants' personal goods, furniture, motor vehicles and money in banks. The Landlord may also be able to attach the Tenants' wages to recover money for damages done to the Property.
- 26.5. The the Landlord may recover reasonable legal fees and costs from the Tenants for any legal actions relating to the payment of rent and/or recovery of the Property
- 26.6. Failure of the Landlord to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any violation, nor shall any acceptance of a partial payment of rent be deemed a waiver of the Landlord's right to full amount.
- 26.7. If the Landlord fails to enforce any clauses in this lease, the Landlord may enforce these clauses at a later time without penalty.
- 26.8. In the event that the Landlord must resort to litigation in order to pursue any remedies for breach under this Agreement, Tenants shall be responsible for all reasonable attorney fees and litigation costs incurred by the Landlord in enforcing all of the provisions of this Agreement..

27. LANDLORD'S PERMISSION OR CONSENT, AND NOTICES

- 27.1. If any provision of this Agreement requires the written permission or consent of the Landlord as a condition to any act of Tenants, such written permission or consent may be granted or withheld in the sole discretion of the Landlord and/or may contain such conditions as the Landlord deems appropriate and shall be effective only so long as Tenants complies with such conditions. Moreover, any written permission or consent given by the Landlord to Tenants may be modified, revoked, or withdrawn by the Landlord at any time, at the Landlord's sole discretion, upon written notice to Tenants.
- 27.2. Landlord agrees to send all notices to Tenants in writing by regular mail, certified mail, or delivered in person. If Tenant is not home, the Landlord or Landlord's representative will place the notice on the leased property in an easy to see location.
- 27.3. Tenants agree to send all notices to the Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.
- 27.4. Any notice required by this Agreement, except as otherwise set forth shall be in writing and shall be deemed to be given if delivered personally or mailed via first class mail.
- 27.4.1. If to Tenants, to the Property or the last known address of Tenants.
- 27.4.2. If to the Landlord, to the address as contained in **Section 3.7**.

28. EVICTION

- 28.1. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with applicable state law. Any and all claims, controversies or disputes arising out of or relating to this Agreement, or the breach thereof, which remain unresolved after direct negotiations between the Tenants and the Landlord, then the Landlord shall automatically and immediately have the right to assert all legal and contractual remedies to enforce this Agreement and, without limitation to any other remedy, may take out a Dispossessory Warrant and have Tenants and any other occupants and all possessions evicted and removed from the Property. Should Tenants answer said Dispossessory Warrant, Tenants hereby agrees to pay into the registry of the trial court all monies contained on said Dispossessory Warrant plus all rents due through the court date. The Landlord then has the option to continue the case in court or to notify the trial court and the tenant to have the case submitted to confidential mediation in accordance with the rules, procedures, and protocols for mediation of disputes of applicable state law then in effect. If any issues, claims or disputes remain unresolved after mediation concludes, the Parties agree to submit any such issues to binding arbitration before one/three arbitrator(s) in accordance with the rules, procedures, and protocols for arbitration of disputes of applicable state law then in effect. The parties further agree that the award of the arbitrator(s) is binding upon the Parties, that all expenses of such mediation and arbitration shall be borne by the losing Party and that any judgment upon the award rendered may be entered into any court of competent jurisdiction. Whenever, under the terms hereof, the Landlord is entitled to possession of the Property, Tenants will surrender same to the Landlord in as good condition as at present, ordinary use and wear excepted, and Tenants will remove all of Tenants's effects therefrom, and the Landlord may forthwith re-enter Property and repossess thereof and remove all persons and effects therefrom using such force as necessary without being guilty of forcible entry or detainer, trespass or other tort. Tenants are hereby advised that if such action is necessary, a judgment may be rendered against Tenants for full damages including rent, eviction costs, and any additional costs. Tenants shall also be responsible for the early termination fees as contained in paragraph 7 of this Agreement. If said costs are not paid as ordered, monies may be collected through garnishment against wages and judgments may be recorded with credit bureaus and may be assigned to a collection agency for collection with said costs of collection being the responsibility of the Tenants.
- 28.2. After Tenants are locked out in an eviction, or after Tenants vacate the property and landlord accepts possession, Tenants have **Ten (10) days** to contact the Landlord regarding Tenants' intent to remove Tenants' remaining possessions. If Tenants do not contact the Landlord within **Ten (10) days**, the Landlord may dispose of Tenants' property after that time.
- 28.3. If Tenants contact the Landlord within the **Ten (10) day** period, but does not remove the Tenants' property within that time, the Landlord will retain the property at a location of Landlord's choice for an additional **twenty (20) days**,

but Tenants will be responsible for any removal or storage costs.

- 28.4. If Tenants contact the Landlord within **Ten (10) days**, but does not remove Tenants' property within **thirty (30) days**, Landlord may dispose of the property.

29. DEATH OF TENANTS

- 29.1. In the event of the death of any of the Tenants in during the Term, or any extension of, this Agreement the executor or administrator of the estate of a tenant who dies during the term of a residential lease shall have the option to terminate the lease upon **fourteen (14) days'** written notice to the landlord on the later of;
- 29.1.1. The last day of the **second (2nd) calendar month** that follows the calendar month in which the Tenants died; *or*
- 29.1.2. Upon surrender of the rental unit and removal of all the Tenants' personal property
- 29.2. Tenants' heirs or the executor of the estate will be liable for all rent and other money due prior to the date of termination of the lease including damages to the premises and any expenses the landlord may incur as a direct result of the tenant's death.
- 29.3. Nothing under this section shall be construed to relieve the tenant's estate of liability for rent money or any other debt incurred prior to the date of termination of the lease, including damages to the Property and any expenses the landlord may incur as a direct result of the tenant's death, except that the tenant's estate shall not be liable for damages or any other penalty for breach or inadequate notice as a result of terminating a lease.
- 29.4. If there are more than one Tenants, if the remaining Tenants wish to continue the Agreement, they may do so under the following conditions;
- 29.4.1. If any monies are owed to the Landlord per the requirements of this Agreement, the remaining Tenants pay in full at current balance owned; *and*
- 29.4.2. Enter into a new Lease Agreement with the Landlord per the Landlord's approval.
- 29.5. Security Deposit is returned when Rent and other charges remaining due are paid in full
- 29.6. If the lease is signed by more than one person, the surviving Tenants who are named in the lease are responsible to complete the lease.

30. LEAD BASED PAINT NOTICE

- 30.1. The Federal Environmental Protection Agency requires all Landlords who wish to rent property built before 1978 to give Tenant a Lead Based Paint Pamphlet. This pamphlet explains that young children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the physical and mental damages to young children to lead paint and/or lead hazards.
- 30.2. Landlord is required to tell Tenant if Landlord has any knowledge of the presence of lead-based paint or lead paint hazards in the property. If there is any lead-based paint or lead paint in the property, Landlord has provided Tenant with all available records and reports.
- 30.3. Tenant acknowledges having read the Lead Based Paint Pamphlet and has received the disclosure form before signing this lease. The most updated copy of the EPA's "Protect Your Family From Lead Hazards in the Home" can be printed or viewed online by going to <https://www.epa.gov/lead/protect-your-family-lead-your-home-english>. Additional languages are available if needed.

Tenant initials _____

31. LOST KEYS

- 31.1. If Tenants lose their keys or are locked out of their unit, their keys must be replaced. If the Landlord is called to help Tenants get into the Property, Tenants will be charged a fee. This fee is **Forty dollars (\$40)** during business hours (9:00 a.m. to 5:00 p.m., Monday through Friday) and **One Hundred dollars (\$100)** after business hours. If Tenant is locked out after business hours it is recommended that Tenant contact a locksmith directly. If Tenant uses a

Tenants' Initials _____

locksmith Tenant must pay the locksmith directly and instruct the locksmith **NOT** to rekey the lock.

32. CHANGING TERMS AND CONDITIONS OF LEASE

- 32.1. The Landlord must give Tenants at least **Sixty (60) days** notice before the lease ends if any terms and conditions are changed. Tenants have **Fifteen (15) days** from the date of receiving the notice to decide to accept or not accept the changes.
- 32.2. If Tenants do not give the required notice within the **Fifteen (15) day** period, the lease renews under the new terms and conditions given by the Landlord.

33. PROPERTY LOSS & LIABILITY

- 33.1. The Landlord shall not be liable for damage, theft, vandalism, or other loss of any kind to Tenants' personal property or the personal property of Tenants' family members or guests. The Landlord shall not be responsible or liable for any injury, loss or damage to any person or property of Tenants or any other person.

34. NEGLIGENCE

- 34.1. Tenants and the Landlord are each responsible for their own negligence and/or the negligence of their guests, family, or any others they permit on the Property. The Landlord is not required to make or pay for repairs caused by the negligent conduct or the willful misconduct of the Tenants or any person on the Property with the Tenants' permission.

35. JOINT & SEVERAL LIABILITY

- 35.1. The liability of all of the parties identified as "Tenants" under this Agreement shall be joint and several. Each tenant is jointly and severally liable for all Agreement obligations. If any Tenants, guests, or occupant violates the Agreement, all Tenants are considered to have violated the Agreement. Further, the Landlord's requests and notices to any one Tenants constitute notice to all Tenants. Notices and requests from any one tenant or occupant (including repair requests and entry permissions) constitute notice from all Tenants. In eviction suits, each Tenants is considered the agent of all other Tenants in the Premise for service of process. A notice of intention to vacate must be signed by all Tenants or it will not be considered valid.
- 35.2. If more than one Tenant signs this lease, each is responsible individually or together for making full rent payments. This means that if one Tenant moves out, Landlord can make each Tenant, or just one Tenant, responsible to pay the full rent. It also means that Landlord can sue any one Tenant or all Tenants for breaking the lease.

36. TAKING BY THE GOVERNMENT

- 36.1. The government has the right to take private land for public use. If all or part of the Property is taken by the government, this lease ends. Both Landlord and Tenants agree to end the lease as of the date of the transfer.

37. NO JURY TRIAL

- 37.1. Landlord and Tenant agree to give up their right to a trial by jury. This is for any civil action or any other action brought by either Landlord or Tenant against the other.

38. ILLEGAL ACTIVITY

- 38.1. At Landlord's option, this lease will automatically end if Tenant or Tenant's guests are found by anyone storing, using, selling, manufacturing, or distributing illegal drugs. This also applies to any other illegal activity under State and Federal law.

39. REMEDIES CUMULATIVE

- 39.1. All remedies under this Agreement or by law or equity shall be cumulative. In the event that either the Landlord or Tenants brings legal action to enforce the terms hereof or relating to the rental Property, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees. In the event a collection agency becomes necessary to collect any accounts due on this Agreement, Tenants agree to pay said commission.

40. NO ESTATE IN LAND

Tenants' Initials _____

40.1. This Agreement shall create the relationship of landlord and tenant between the Landlord and Tenants; no estate shall pass out of the Landlord; Tenants have only a usufruct and not an estate for years.

41. INDEMNIFICATION

41.1. The Landlord shall not be liable for any damage or injury to Tenants, or any other person, or to any property, occurring on the Property, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Landlord, his agents, or his employees. Tenants does hereby indemnify, release, and save harmless the Landlord and the Landlord agents from and against any and all suits, actions, claims, judgments, and expenses arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this Agreement or the use of this property and Property.

42. BINDING EFFECT

42.1. This Agreement shall be binding on the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

43. SEVERABILITY

43.1. In the event that any part of this Agreement be construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though the unenforceable part or parts were not written into this Agreement.

44. CROSS DEFAULT

44.1. If Tenants have entered into any other agreements concerning Property and Tenants defaults on any provisions of those agreements, then this Agreement shall also be considered in default and, at the option of the Landlord, this Agreement may be voided.

TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE. IF LEASE TERMS ARE NOT UNDERSTOOD TENANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE, EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS. THIS LEASE TOGETHER WITH ANY ADDED CLAUSES, OR HOUSE RULES, IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT. ANY ORAL OR WRITTEN AGREEMENTS MADE BEFORE SIGNING THIS LEASE WHICH ARE NOT INCLUDED IN THE LEASE ARE NOT PART OF THIS LEASE.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized, the day and year above written. If this Agreement is not signed by all the Tenants named herein and/or on rental application, the one(s) signing warrants that he or she has the authority and is acting as agent to sign for the other.

Landlord

Tenants

_____(Seal)

_____(Seal)

Print Name: _____
Phillip Salone, 412 Real Estate Solutions, LLC Date ____/____/____

Print Name: _____
Dionia Wilson Date ____/____/____

Social Security Number: _____

Tenants' Initials _____