



Residential Lease-Rental Agreement and Deposit Receipt

Received from _____ hereinafter referred to as Tenant, the sum of \$389.00 evidenced by money order, as a deposit which, upon acceptance of this rental agreement, the owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	Total	Due at the lease signed	Due at Check in
(Prorated) rent, xx/xx- /XX/201X			
(Prorated) W/S, xx/xx- /XX/201X			
Security deposit			
Application fee			
Total			

In the event that this agreement is not accepted by the Owner or his authorized agent, within 1 day, the total deposit received shall be refunded.

Tenant hereby offers to rent from the Owner the premises situated in the City of Fairborn County of Green State of OHIO, described as 71x Cedar Drive, APT xx, Fairborn, Ohio 45324 and consisting of Studio apartment, 1 bath.

_____ 1. **Term:** the term here of shall commence on xx/xx/201x and continue until xx/xx/201x, for a total rent of \$xxxx.00.

_____ 2. **Rent:** rent shall be \$xxx.00 per month, pay able in advance, upon the **1st day** of each calendar month to Owner or his authorized agent, at the following address: **Cedar Property Solutions, P.O. Box 458, Athens, OH 45701** or at the mail slot of the **Welcome Center, located at 713 Cedar Drive, APT 13, Fairborn, OH 45324.** Please see **Rent Collection Policy for details.**

_____ 3. **Multiple Occupancy:** It is expressly understood that this agreement is between the owner and each signatory jointly and severally. Each signatory shall be responsible for timely payment of rent and performance of all other provisions of this agreement.

_____ 4. **Utilities:** Tenant shall be responsible for the payment of all utilities and services, except trash pick-up, which shall be paid by owner (see utility addendum).

_____ 5. **Use:** the premises shall be used exclusively as a residence for no more than 2 persons. Guest staying more than 5 (five) consecutive days or a total of 15 (fifteen) days in a calendar year without written consent of Owner shall constitute a violation of this agreement.

_____ 6. **Animals: No visiting pets of any kind.** No pets shall be brought on the premises without the prior **written consent of the Owner.**

_____ 7. **House Rules:** Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a **waterbed** nor **satellite dish** installed on the premises.

_____ 8. **Ordinances and Statutes:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. If you are located in a rent control area, contact Rental and Arbitration Board for your legal rights.

- _____9. **Assignment and subletting:** Tenant shall not assign this agreement or sublet any portion of the premises without prior **written** consent of the Owner.
- _____10. **Maintenance, repairs and or Alterations:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give tenant a written inventory of furniture and furnishings on the premises and tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall not paint, paper or otherwise redecorate or make alternations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain and surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish, leaves or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act, which may disturb the quiet enjoyment of any tenant in the building.
- _____11. **Inventory:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both tenant and Owner concurrently with this Lease and shall be a part of this lease.
- _____12. **Damages to Premises:** If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage, except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or his invitees, then owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, the rent for the current month shall be prorated between the parties as of the date the damage occurred and prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.
- _____13. **Entry and Inspection:** owner shall have the right to enter the premises (a) in case of emergence: (b) to make necessary of agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual buyers, mortgages, tenants, workmen or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours and at least 24 hours prior notice to Tenant.
- _____14. **Indemnification:** Owner shall not be liable for any damage, theft, or injury to Tenant, or any other person, occurring on the premises or any part thereof, or in common areas thereof. Tenant agrees to hold Owner harmless from any claims for damage/theft/injury no matter how caused. Management is not responsible for theft or damage to vehicles or vehicle contents on this property parking lot. **Owner's insurance does not cover Tenant's personal property.**
- _____15. **Physical Possession:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement possession is not delivered within 1 day of the commencement of the term hereof.

_____16. **Default:** if Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner, may consider any property left or the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the owner reasonably believes that such abandoned property has no value, it may be discarded.

All property on the premises shall be subject to a lien for the benefit of Owner securing the payment of all sums due hereunder to the maximum allowed by law.

In the event of a default by tenant, owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if 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 the Tenant proves could be reasonably avoided.

_____17. **Security:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Funds held by Owner.

_____18. **Deposit Refunds:** The balance of all deposits shall be refunded within 30 days from date of the key is returned and the possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits.

_____19. **Wavier:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.

_____20. **Notice:** any notice which either party may give or is required to give, may be given by mailing the same, postage prepaid, to Tenant at premises or to Owner at the address shown herein or at such other places as may be designated by the parties from time to time.

_____21. **Holding Over:** Any holding over after expiration hereof, with the **written** consent of Owner, shall become a month-to-month tenancy at a monthly rent at **150%** of the original rate, payable in advance and otherwise subject to the terms hereof, as applicable, until either party shall terminate the same by giving the other parry thirty (30) days written notice.

_____22. **Time:** Time is of the essence of this agreement.

Fair Housing Statement. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.002 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent any dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

Additional Terms and Conditions are set forth on Addendum 1-Addendum 4.

Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits if any, have been made a part of this agreement before the parties' execution hereof:

- _____ **Addendum 1.** Residential Lease-Rental Agreement and Deposit Receipt
- _____ **Addendum 2.** Utility contact form, Move-in inspection form Addendum
- _____ **Addendum 3.** Breach of agreement of lease contract - early termination
- _____ **Addendum 4.** Bedbugs Addendum
- _____ **Addendum 5.** Lead base paint disclosure and bedbug disclosure.
- _____ **Addendum 6.** Rent collection policy
- _____ **Addendum 7.** Pet policy
- _____ **Addendum 8.** Military Clause

The undersigned Tenant hereby acknowledges receipt of a copy hereof.

Date: _____

Cedar Property Solutions
713 Cedar Dr. Unit 13
Fairborn, OH 45324

Tenant: _____

Tenant: _____

By: _____

Acceptance by Owner: _____

Date: _____

ADDENDUM 1. Residential Lease-Rental Agreement and Deposit Receipt

- _____ 1. Date of payment is determined by post-mark or rent receipt date. An additional \$50.00 late charge is due if rent has not been paid **IN FULL** by the 3rd day after the due date, and thereafter an additional \$5.00 per day will be charged at the 14th day until all rent and late charges have been paid.
- _____ 2. Dishonored checks constitute late payment, and a \$38.00 (or amount charged to owner by their bank) processing fee will be charged for each one.
- _____ 3. Earlier termination
- _____ 4. Equipment remaining for tenant's use (**please circle the ones at the unit**):
 a. Range; b. refrigerator; c. air conditioner with/without remote control d. all or part window coverings;

The owner is responsible for normal equipment maintenance/repairs, except tenant shall pay for repairs required due to negligence or miss-use. Owner will not repair: N/A
Tenant shall maintain proper use of water softener, if provided, including purchase of salt pellets. If heating/cooling system requires filters, tenant shall install new ones or clean washable ones every month.

- _____ 5. The following pet, _____, is permitted of **No pet when check in**
- _____ 6. All carpets are to be **PROFESSIONALLY** cleaned and **pet deodorized** (if applicable – receipt required) at Tenant's expense upon vacating premises.
- _____ 7. Military Clause. If Tenant is transferred from place of employment in excess of **40** miles from current location, tenant may void this agreement with **30** days written notice and a copy of transfer orders.
If Tenant is transferred back to this area and wishes to re-occupy the property, owner may void this agreement with **60** day written notice and a copy of transfer orders.
- _____ 8. At least 30 days prior to expiration of this agreement, tenant shall give written notice of intent to renew/extend the lease term. If not renewing/extending, tenant shall allow showings of the property to prospective tenants with 24 hour notice during final 30 days of occupancy and allowing Saturday open houses or 60 day vacate notice with 48 hour notice of showings and no open houses.
- _____ 9. Owner may place the property on the market for sale at any time. Tenant shall allow showings to prospective buyers with 24 hour notice. Tenant's rights of occupancy through the term of this agreement are protected under Ohio Law.
- _____ 10. Owner permits **No waterbed (s)** neither **satellite dish** on premises.
- _____ 11. Tenant shall report any property/equipment damages to the property manager/owner within 24 hours of occurring in **written**. Tenant is responsible for any repairs required due to non-compliance of this rule.
- _____ 12. (For single family rentals) Owner shall deliver the property with all sewer drain lines, and gutters/downspouts open and draining freely. Tenant is responsible for keeping gutters/downspouts clear, removal of snow and ice, except if this service is provided by owner of H.O.A., and for costs of clearing any drain clogged by other than natural causes, such as roots, earth movements, or critters.
- _____ 13. Owner is not responsible for the extermination of common bugs or except such that may cause damage to the unit, i.e. termites, carpenter ants etc., if not evident within 30 days after move-in.
- _____ 14. Tenants is required taking precautions against burst pipes, such as letting sink and bathtub faucets drip, keeping the closet doors open. Tenants are required to keep the apartment thermostat above a reasonable temperature (above 56°F) to help prevent weather damage.
- _____ 15. Tenant has inspected the property and there are no damages except as noted on the inspection report, which will be made part of this lease upon return by tenant within 7 days of the Tenant shall not be held responsible for damages noted on the report.

- _____ 16. The security deposit may be automatically forfeited, if any covenants of this agreement are broken by tenant. The security deposit, less any costs of repairs/replacements other than normal and acceptable wear and tear, cleaning or any uncollected charges/fees will be refunded within 30 days after tenant has returned possession of the property, turned in all keys and provided a forwarding address for mailing. Any costs mentioned herein will be documented and mailed with the refund. The tenant is responsible for any costs, which exceed the security deposit and for uncollected rent and late charges for every day the property remains vacant through the term of this agreement.
- _____ 17. Tenant has been made aware that they need to carry renter's insurance, as the homeowner's insurance does not cover tenant's personal belongings.
- _____ 18. **NO SMOKING IN** the house, hallway, basement and any indoor common areas.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Owner/agent: _____ Date: _____

ADDENDUM 3 Breach of agreement of lease contract - early termination

Property Address: 71x Cedar Dr., APT xx, Fairborn, OH 45324

Tenant(s): _____

If the lease contract is breached by Tenant(s), Ohio law (Stern v. Taft, 361 N.E.2d 279 (Ct. App. 1976)) requires tenant(s) to pay the rent/utilities (electricity and water) for the rest of lease term. Rather than charge for the total remaining rent/utilities due under the lease, the Tenant(s) have to,

- _____ notify the landlord 30 days in advance (in written)
- _____ pay any outstanding rent/utilities
- _____ pay early termination fee which equivalent to one month rent/water.

The date the landlord receives the notification letter and the early termination fee will begin tenant's thirty days period. Tenant will move out and return the keys before or on the ending date. The deposit cannot be used for this purpose. It will be refunded subject to the deduction of possible cleaning/damage cost.

Tenant: _____
(signature) (date)

Tenant: _____
(signature) (date)

ADDENDUM 4. Bedbugs Addendum

This Bedbugs Addendum ("Addendum") is dated and effective as of the date on the Residential Apartment Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Owner and Tenant for the Apartment at the Premises identified in the Lease.

_____ Tenant has inspected the unit and is unaware of any bedbug infestation.

_____ Tenant attests that all furnishings and personal properties that will be moved into the premises will be free of bedbugs.

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

_____ 1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.

_____ 2. Tenant shall report any problems immediately to Owner. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.

_____ 3. 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. Tenant must comply with recommendations and requests from the pest control 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 fire dry cleaner, making sure to inform the dry cleaner that the items are infested with bedbugs; 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; and be sure to leave easy access to closets.

_____ 4. Tenant agrees to indemnify and hold the Owner harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Owner may incur as a result of the negligence of the Tenant(s) or any guest occupying or using the premises, and for all charges connected with detecting and eradicating the bedbugs.

_____ 5. It is acknowledged that the Owner shall not be liable for any loss of personal property to the Tenant, as a result of an infestation of bedbugs. Tenant agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Tenant(s) agree and acknowledge having read and understood this addendum.

Tenant: _____
(signature) (date)

Tenant: _____
(signature) (date)

ADDENDUM 5. Lead base paint disclosure

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing
(ii) AXS Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) _____ Lessee has received copies of all information listed above.
(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

- (e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant: _____
(signature) (date)

Tenant: _____
(signature) (date)

Owner/Agent (Date)

Addendum 6. Rent Collection Policy

_____ 6.1. All rents are due and payable, in full, on or before the first of the month. A mail slot has been installed in the door of the Rental Office, located at 713 Cedar Drive, Unit #13 for the resident's convenience when paying rent.

_____ 6.2. Rent may be paid by mail, hand-delivered/dropped in the mail slot at the Welcome Center.

_____ 6.3. It is Company Policy not to accept any cash payments and third party or payroll checks.

_____ 6.4. Security deposit is not applicable toward the last month's rent.

_____ 6.5. Rent payment guidelines are as follows:

6.5.1. Date of payment is determined by post-mark or rent receipt date.

6.5.2. If the resident has not paid **IN FULL** by the time the office closed on the Third (3rd) day, they are considered delinquent and will be charged a late fee at \$50.00 according to the lease agreement.

6.5.3. Rent received after the fifth (5th) day of the month must be in the form of a money order or cashier's check.

6.5.4. On the **SIXTH** day of the month, residents have not paid the rent will be served a written eviction notice to leave the premises.

6.5.5. The eviction process will commence the day after the expiration of the written notice; all paperwork will be turned over to the attorney and filed in court.

_____ 6.6. All rent monies and late fees must be paid **in full** to stop an eviction. Partial payments will not be accepted, and payments must be remitted in the form of a cashier's check or money order.

_____ 6.7. If the resident gives Owner two checks that are returned for non-payment in a twelve month period, the future rent must be payable by cashier's check or money order. NSFs are subject to a **\$38** additional fee as stipulated in the lease agreement along with the appropriate late fees.

Acknowledged

Tenant signature

Date

Tenant signature

Date

ADDENDUM 7. Pet Policy

PLEASE NOTE: NO VISITING PETS of any kinds. **ALL Pets must be HOUSE BROKEN** and only cats/dogs/caged birds are allowed. Pets are a serious responsibility and risk for each Resident in the dwelling. If not properly controlled and cared for, pets can disturb the rights of others and cause damages running into many hundreds of dollars for which the Resident may be held liable. This agreement (**Pet Agreement**) is entered into this day ____ of _____ 201x. All pet fees required will be paid prior to occupancy. In consideration of their mutual promises, Management and Residents agree as follows:

1. DWELLING UNIT DESCRIPTION

Apt. No. or street address: _____

LEASE DESCRIPTION

Term of Lease: _____

Residents (List all Residents): _____

Such Lease will be referred to in this Pet Agreement as the "Lease".

2. DESCRIPTION OF PET. Only the following described pet is authorized to be kept in Residents' dwelling unit. **NO substitutions are allowed.** No other pet (including offspring) shall be permitted on the premises by Residents or Residents' guests or occupants, at any time.

Name _____ Type (dog/cat): _____ I.D # _____

Breed/Color/Age/Weight (at full grown) _____

City of License/License Number: _____

3. CONDITIONAL AUTHORIZATION FOR PET. The Lease covering the Premises provides that no pets are permitted on or about the Premises without Management's prior written consent. Any pet may be rejected by Management for any reason Management deems appropriate. 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. Residents are hereby authorized to keep a pet, which is described below, on the Premises of the above dwelling unit until the above-described Lease expires. Authorization may be terminated sooner if Residents' right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by Residents or Residents' guests or occupants.

4. ADDITIONAL PET FEE. \$100.00 x _____ = \$_____. Residents shall pay the foregoing amount as a one-time fee which is **non-refundable**, in order to have the pet in the dwelling unit. This fee shall be in addition to any increase in the security deposit or the monthly rent, above.

5. ADDITIONAL MONTHLY RENT. \$10.00 x _____ = \$_____. The total monthly rent as stated in the Lease shall be increased by the foregoing amount. Additional monthly rent will be effective this _____ day of _____, _____.

6. NO LIMIT LIABILITY. The additional monthly rent and/or move in fees under this Pet Agreement is not a limit on Residents' liability for property damages, cleaning, deodorization, defleaing, replacements and/or personal injuries as set forth in this agreement.

- a. **Cleaning and Repairs.** Residents shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. Pet odors and stains are “extraordinary damage” and NOT “normal wear and tear.”
- b. **Injuries.** Resident shall be strictly liable for the entire amount of any injury to any person or property caused by the pet, and shall indemnify Management for all costs of litigation and attorney’s fees resulting from same.

7. THE COMBINED WEIGHT OF ANY TWO (2) PETS MAY NOT EXCEED FORTY (40) POUNDS.

8. SPECIFICALLY PROHIBITED BREEDS: THE FOLLOWING SPECIFIC BREEDS OF DOGS (OR DOGS MIXED WITH THESE BREEDS) ARE NOT PERMITTED Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Bull Terriers, Bull Mastiffs, German Shepherds, Huskies, Malamutes, Doberman Pinschers, Rotweillers, Chow Chows, and Rhodesian Ridgebacks.

Dogs must be contained in an area so as not to interfere with any maintenance service which has been requested. **No wild animals are permitted** – such as birds (except those that are caged), chinchillas, ferrets, fish iguanas, monkeys, pot-bellied pigs, rabbits, raccoons, rodents of any kind, skunks, snakes or reptiles of any kind, tarantulas, scorpions or spiders of any kind, weasels.

9. SPECIFIC TYPES OF PETS. The following rules apply to specific types of pets:

- **Dogs.** Dogs must be spayed or neutered. Veterinary proof may be required. No puppies (four (4) months or less) are allowed. No adult dog, fully grown, will exceed forty (40) pounds. **In an apartment home, two (2) dogs will be allowed as long as they do not exceed the forty (40) pound weight limit.**
- **Cats** No cat is permitted unless it has been spayed or neutered. Veterinary proof is required. Your cat must be kept in the apartment at all times except when transporting the cat. Under no circumstances are cats allowed on apartment balconies or in common indoor or outdoor areas. Cat litter must be double-bagged in plastic prior to disposal in the garbage. Use of a litter box is required and regular disposal of waste and cleaning is required. You may not dispose of litter in toilets, even if the litter is marked “flushable”. Cat litter can cause clogs in the pipes and flooding. Resident shall be responsible for all damage caused by violation of these rules.

10. SPECIAL PROVISIONS. The following special provisions shall control over any conflicting provisions of this printed form:

11. PET RULES- Residents are responsible for the actions of the pet at all times. Residents agree to abide by the following rules:

- a. **Nuisance.** Residents agree that a pet will not disturb the rights, comforts and conveniences of neighbors or other Residents. This applies whether the pet is inside or outside of Residents’ dwelling. Pet may not cause damage to the property.
- b. **Sanitary Problems.** Dogs, cats must be **HOUSEBROKEN**. All other pets must be caged when owners are not present. The pet may not be allowed to urinate or defecate on any unprotected carpet, vinyl floor, or hardwood floor inside the dwelling. Residents shall not permit their pet to defecate or urinate anywhere on the property, including dwelling units, patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or other places. Residents must take their pet off the property for that purpose. If pet defecation is permitted inside the dwelling unit or on patio areas, it shall be done in litter boxes with “kitty litter” type mix. If pet defecation occurs anywhere on the property (including fenced yards for Residents’ exclusive use), Residents shall be responsible for the immediate removal of waste in the dwelling or on the grounds and repair of any damage. There will be a fifty (\$50.00) charge assessed for each occurrence of Management clean up of pet waste.

- c. **Resident will have a sanitary waste remover, commonly called a “Pooper-Scooper” or “Pet Scooper”, with them at all times while walking the pet outside the unit, and agrees to remove and properly dispose of any pet waste.**
- d. **Pets shall not be tied** to any fixed object outside the dwelling unit, including patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or any other part of the property. This does not apply in fenced yards (if any) which are for Residents’ exclusive use.
- e. **Prohibited Areas.** Residents shall not permit pets in swimming pool areas, laundry rooms, offices, community room, other recreational facilities (if any), and other dwelling units.
- f. **Feeding of Pets.** Resident’s pet must be fed and watered inside the dwelling unit; and pet food or water may not be left outside the dwelling unit at any time. This does not apply in fenced yards (if any) which are for Residents’ exclusive use.
- g. **Supervision.** Pets shall be kept on a leash and under Residents’ supervision when outside the dwelling or Residents’ private fenced yard area. Owner or Owners’ representative shall have the right to pick up unleashed pets and/or report them to the proper authorities. Owner shall impose reasonable charges for picking up and/or keeping unleashed pets. Residents agree to comply with all applicable governmental laws and regulations (Leash Laws).
- h. **Identification.** Any identification issued by Management must be displayed at all times on pet collar. Pet IDs issued by Management are not transferable.

12. **ADDITIONAL RULES.** Management shall from time to time have the right to make reasonable changes and additions to the above pet rules, if in writing and distributed to all Residents who are permitted to have pets.

13. **VIOLATION OF RULES.** If any rule or provision of this Pet Agreement is violated by Residents or Residents’ guests or occupants in the sole judgment of Management, Residents shall immediately (within forty eight (48) hrs) and permanently remove the pet from the premises upon written notice from Owner or Owner’s representative; and Owner shall have all other rights and remedies set forth in the Lease, including damages, eviction and/or attorney’s fees.

14. **COMPLAINTS ABOUT PET.** Residents agree to immediately and permanently remove the pet from the premises if Management receives reasonable complaints from neighbors or other Residents or if Management, in Management’s sole discretion, determines that the pet has disturbed the rights, comforts, or conveniences of neighbors or other Residents.

15. **REMOVAL OF PET BY MANAGEMENT.** If, in Management’s reasonable judgment, Resident has (1) abandoned the pet, (2) left the pet in the dwelling unit for an extended period of time without food or water, (3) failed to care for a sick pet, (4) violated Management’s pet rules, or (5) repeatedly allowed the pet to defecate or urinate in places other than areas designated by owner, owner may, after giving written notice, enter the dwelling unit with the proper authorities and remove the pet. Management may turn the pet over to a humane society or local authority. Management has no lien on the pet for any purpose; but Resident shall pay for reasonable care and kenneling charges for such pet. 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!

16. **LIABILITY FOR DAMAGES, CLEANING, ETC.** Residents shall be jointly and severally liable for the entire amount of all damages caused by such pet and all cleaning, defleaing, and deodorizing required because of such pet. This applies to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances and any other part of the dwelling unit, landscaping, or other improvements on the property. If such items cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement by Management. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. **Residents shall be strictly liable for the entire amount of injury to the person or property of others, caused by such pet; and Resident shall indemnify Owner for all costs of litigation and attorney’s fees resulting from same.**

PET DAMAGE OF ANY KIND IS NOT CONSIDERED NORMAL WEAR AND TEAR.

17. **MOVE-OUT.** Upon move-out of Residents, Resident shall pay for defeating, deodorizing, and/or steam cleaning to protect future Residents from possible health hazards, regardless of how long the pet occupied the premises. Such steam cleaning, defeating, and/or deodorization may be arranged for by Management.

18. **MULTIPLE RESIDENT.** Each Resident who signed the Lease shall sign this pet agreement. Residents and Residents’ guests or occupants shall abide by all pet rules. Each Resident shall be jointly and severally liable for damages and all other obligations set forth herein, even if such Resident does not own the pet.

19. **GENERAL.** Residents acknowledge that no other oral or written agreement exists regarding this Pet Agreement. Except for written rule changes pursuant to paragraph 13 hereof, Owner’s representative has no authority to modify this Pet Agreement or the pet rules unless in writing. This Pet Agreement and the Pet Rules shall be considered as part of the Lease Contract described above. It has been executed in multiple copies, one for Residents and one or more for Owner.

20. Written notice regarding pet(s) to any one party on the Lease shall constitute notice to all parties on the Lease.

***Resident represents that pet is a domesticated dog, cat or bird, is not vicious, and has not bitten attacked, harmed, or menaced anyone in the past. This agreement becomes a part of the Lease Agreement and any violation of the pet agreement is a breach of the Lease.**

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

Resident(s) and Owner or Owner’s Representative (All Residents must sign)

Tenant	Date
Tenant	Date
Owner/Agent	Date

MILITARY CLAUSE ADDENDUM

IN THE EVENT the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (**he/she**) occupy the dwelling past the first day of the month.

The damage/security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

_____ TENANT	_____ DATE
_____ TENANT	_____ DATE
_____ LANDLORD/AGENT	_____ DATE