

LEASE AGREEMENT

This Lease is a legally binding contract. Read it carefully. You will give up certain rights as a Tenant. Do not sign it until each tenant understands all of its terms. If you do not meet your Lease responsibilities, you may (1) lose your Security Deposit, (2) be forced to move out of the property, and (3) be sued for money damages.

The Landlord has made every effort to make this lease easy to read and understand. If you do not understand any part of this Lease, please ask Landlord for a written explanation before signing the Lease.

LEASE INFORMATION TABLE

Landlord Name and Address:	Palermo Realty	2906 Copperleaf Drive Erie, PA 16509
----------------------------	-----------------------	---

Tenant(s) Name(s):

Rental Unit or Apartment Address / City / State	Maximum Persons
---	-----------------

Lease Starting Date	Lease Ending Date
---------------------	-------------------

Monthly Rent \$	Prompt Payment Discount \$
Water/Sewer/Trash \$	Due Date for Rent Each Month: 1 st of each month.

Late Charges: 10% of the account balance or the lease rent. Whichever is higher, if the balance is not paid in full by the end of business on the 10 th of each month.

Insufficient Funds Fee \$50.00	Security Deposit	Animal Violation Charge Per Day Per Animal \$600.00
--	------------------	---

Landlord Pays for:	<input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC <input type="checkbox"/> WATER <input type="checkbox"/> SEWER <input type="checkbox"/> TRASH <input checked="" type="checkbox"/> LAWN CARE <input checked="" type="checkbox"/> SNOW & ICE REMOVAL <input type="checkbox"/> CONDOMINIUM FEE <input type="checkbox"/> CABLE <input type="checkbox"/> INTERNET
--------------------	---

Tenant Pays for:	<input checked="" type="checkbox"/> GAS <input checked="" type="checkbox"/> ELECTRIC <input checked="" type="checkbox"/> WATER <input checked="" type="checkbox"/> SEWER <input checked="" type="checkbox"/> TRASH <input type="checkbox"/> LAWN CARE <input type="checkbox"/> SNOW & ICE REMOVAL <input type="checkbox"/> CABLE <input type="checkbox"/> INTERNET
------------------	---

*Tenant has received: _____ Unit Keys _____ Building Keys _____ Mail Keys _____ Garage Remotes
Tenant agrees to not make copies. Tenant may only receive duplicate/replacements from Landlord. Tenant must turn in all keys, garage door openers and fitness cards to Landlord at the time tenant vacates the premises. If items are not returned to Landlord, tenant will be charged a fee to replace the lock.
_____ Initials

1. RENT

- (a) **Tenant** agrees to pay the **Monthly Rent** on or before the **Due Date** each month. **Landlord** does not have to ask **Tenant** to pay the rent. **Tenant** agrees to pay rent online via the tenant portal. **Tenant** may also pay by first class mail, or in person, to **Landlord** at **Landlord's Address** above, or at any future address specified by **Landlord**, subject to payment processing fee.
- (b) If **Landlord** receives the **Monthly Rent** on or before the **Due Date**, and all prior rent and all other charges under this **Lease** are paid, **Tenant** may deduct the **Prompt Payment Discount** in the **Lease Information Table** above.

- (c) If **Tenant** mails the rent to **Landlord**, the date of payment is the date the **Landlord** receives the rent, not the postmark date. If payment is returned for insufficient funds, or for any other reason, **Tenant** will pay to **Landlord** the **Insufficient Funds Fee** in the **Lease Information Table** as additional rent.
- (d) If at any time **Tenant** does not pay **Rent** as indicated by this lease, then **Tenant** may be considered in violation of this **Lease**. At this time, **Landlord** may charge **Tenant** for remainder of **Lease** and employ a collection agency. If at any time **Landlord** sends **Tenant(s)** to a collection agency, additional fees may occur.

2. SECURITY DEPOSIT

- (a) **Tenant** agrees to pay a **Security Deposit** in the amount indicated in the **Lease Information Table**.
- (b) **Tenant** agrees to pay the **Security Deposit** to **Landlord** before the **Lease Starting Date** and before **Tenant** moves into the **Rental Unit**.
- (c) **Landlord** can take money from the **Security Deposit** to pay for any damages caused by **Tenant**, **Tenant's** family, and **Tenant's** guests. **Landlord** may use the **Security Deposit** to pay for any unpaid rent or any other charges owed by **Tenant** to **Landlord**. **Landlord** will send **Tenant** a written list of damages and amounts of money taken from the **Security Deposit**.
- (d) **Landlord** agrees to send any **Security Deposit** left over to **Tenant** within thirty (30) days after end of lease.
- (e) **Tenant** agrees to give **Landlord** a written forwarding address when **Tenant** leaves.
- (f) **Tenant** may not use the **Security Deposit** as payment for the last month's rent.
- (g) All Deposit monies will be held in an account at **Huntington Bank, 5805 Peach Street, Erie, PA, 16509**
- (h) Interest will accrue after second year. All accrued interest will be applied to **Tenant's** account at end of lease. **Tenant** may request to have interest applied to account any time after second year. **Tenant** may only make request once per year.

3. LANDLORD'S AND TENANT'S DUTIES AT THE START OF THE LEASE

Landlord agrees to give **Tenant** the **Rental Unit** on the **Lease Starting Date**. If **Landlord** cannot give **Tenant** the **Rental Unit** because the previous **Tenant** is still in the **Rental Unit** or the **Rental Unit** is damaged, or for any other reason not the fault of the **Landlord**, then **Tenant** cannot sue the **Landlord**. If **Tenant** does not take the **Rental Unit** on the **Lease Starting Date**, **Landlord** can (a) rent the **Rental Unit** to another **Tenant** and keep any rent or deposits previously paid to the **Landlord** or (b) sue the **Tenant** for money damages.

Tenant agrees that **Tenant** has personally inspected the **Rental Unit** and finds it in good repair and in proper working order. **Tenant** accepts the **Rental Unit** "AS IS" and fit for residence.

Within five (5) days of taking possession of the **Rental Unit**, **Tenant** must provide to **Landlord** a complete written list of any defects or damages to the **Rental Unit** which existed before **Tenant** took possession. If no such list is given to the **Landlord**, this is evidence that there were no defects or damages. **Tenant** will pay for all defects and damages not appearing on this list when **Tenant** moves out.

4. DAMAGE TO RENTAL UNIT

Tenant agrees to tell **Landlord** immediately in writing if the **Rental Unit** is damaged by fire or any other mishap. **Tenant** agrees to tell **Landlord** immediately in writing if there is any condition in the **Rental Unit** that could damage the **Rental Unit** or harm **Tenant** or others. If **Tenant** cannot live in the whole **Rental Unit** because it is damaged, **Tenant** may: (1) live in the undamaged part of the **Rental Unit** and pay less rent until the **Rental Unit** is repaired; or (2) end the **Lease** and leave the **Rental Unit**.

Tenant will refrain from using products that may damage the unit such as Drano.

Landlord has the right to end the **Lease** and require the **Tenant** to move out if, in the opinion of the **Landlord**, it is necessary to repair damage resulting from a fire or other mishap, or if the **Landlord** deems unit uninhabitable.

Tenant agrees that if the **Rental Unit** is damaged and **Tenant** ends the **Lease**, **Landlord** has no further responsibility to **Tenant**.

5. INSURANCE

Landlord agrees to have insurance on the building where the **Rental Unit** is located. **Tenant's** personal property is not insured by **Landlord's** insurance. **Tenant** is responsible for insuring **Tenant's** own property located in the **Rental Unit**. **Tenant** is required to provide a **Certificate of Insurance** that must comply with **Palermo Realty's** requirements of liability insurance and list **Palermo Realty** as an additional insured and a certificate holder.

If **Tenant** does not have a current **Certificate of Insurance** on file. **Landlord** may charge a lease violation fee up to \$50 per day until a valid renters insurance policy is provided.

6. TRANSFER OF LEASE BY TENANT

Tenant agrees not to transfer this **Lease** or the **Rental Unit** to anyone else without the written permission of the **Landlord**. This includes but is not limited to any sub-lease

If the written permission of the **Landlord** is not obtained, any other person then living in the **Rental Unit** may be removed by the police, Sheriff or constable.

Tenant agrees that if **Tenant** transfers this **Lease** or the **Rental Unit** to anyone else without the written permission of the **Landlord**, **Tenant** is breaking this **Lease**.

7. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Landlord is responsible for all damages to property or injuries to people caused by **Landlord's** intentional or negligent acts at the **Rental Unit**.

Tenant is responsible for all damages to **Landlord's** property and injuries to people caused by the accident, intentional or negligent acts of the **Tenant**, **Tenant's** family, guests, or others.

Tenant agrees that **Landlord** is not responsible to **Tenant**, **Tenant's** family or guests for damages or injuries caused by water, snow or ice that comes into the **Rental Unit**, or any other reason which is not caused by **Landlord**.

When there is damage to a common element, and the party who did the damage can't be identified, costs will be split amongst all tenants sharing the common element. Examples of this could be a clogged sewer line or pest infestation, or trash/furniture in common areas."

8. PERSONAL SECURITY

Tenant agrees to assume responsibility for the personal security and safety of all persons in the **Rental Unit**. Any safety or security measures are **Tenant's** responsibilities.

9. USE OF RENTAL UNIT BY TENANT

Tenant agrees to use the **Rental Unit** only as a personal residence. _____

Tenant agrees to obey all federal, state and local laws and regulations when using the **Rental Unit**.

Tenant agrees not to allow more than the **Maximum Persons** in the **Lease Information Table** to live in the **Rental Unit**.

No flammable, hazardous or toxic chemicals or substances are allowed in or around the **Rental Unit**.

Tenant will refrain from using products that could damage the **Rental Unit** such as Drano or any products containing harsh chemicals.

No noise or activities are allowed which reasonably disturb other **Tenants** or neighbors.

No Animals are allowed without prior approval from **Landlord**. If animals are in or around the **Rental Unit**, (1) **Tenant** is breaking this **Lease**, (2) **Tenant** will pay the **Animal Violation Charge** in the **Lease Information Table**, and (3) **Landlord** may remove the animal to a shelter or other location at **Tenant's** expense.

Any Emotional Support Animal (ESA) information must be on file and approved by the **Landlord** prior to Animal being on property. Unapproved ESA's are subject to the **Animals Violation Charge**.

10. RULES AND REGULATIONS

Tenant agrees to obey all rules and regulations for the **Rental Unit**. If **Tenant** breaks any rules or regulations for the **Rental Unit**, **Tenant** breaks this lease

Landlord has the right to impose reasonable rules and regulations from time to time for the proper management of the property by notifying **Tenant** in writing.

11. HOW LANDLORD'S MORTGAGE AFFECTS THIS LEASE

A mortgage occurs when a person borrows money from a bank or other lender, and pledges property as security for the loan. That means the property is mortgaged. If the borrower does not pay back the loan, the lender can take the property. Usually, the lender will then try to sell the property to get the loan money back. Sometimes it is difficult for the lender to sell a property that is occupied by a **Tenant**, so lenders usually require **Landlords** to give them the right to end any leases if they take back a mortgaged property because of the **Landlord's** nonpayment of the loan.

Tenant agrees that **Landlord** has the right to mortgage the **Rental Unit**. The **Rental Unit** may already be mortgaged now, or in the future. **Tenant** agrees that if the **Rental Unit** is taken by **Landlord's** lender because of nonpayment of a mortgage loan, then **Landlord's** lender will have the right to end this **Lease**, and require **Tenant** to move out.

Tenant gives **Landlord** the right to sign any document, for and in the name of the **Tenant**, which is required by **Landlord's** lender to give the lender the right to end this **Lease**.

12. CARE OF RENTAL UNIT

Tenant is responsible for, and will take good care of, the **Rental Unit** and all of the property in and around it. The rental unit and surrounding areas are to remain clean and tidy. **Tenant** agrees to shampoo all carpets as needed and keep the entire **Rental Unit** and all appliances clean and trash free during this Lease. **Tenant** agrees to pay for any damage caused by **Tenant**, **Tenant's** family, or guests as additional rent. **Tenant** agrees to turn over the **Rental Unit** and all of **Landlord's** personal property when the **Lease** ends in as good condition as when **Tenant** first took the **Rental Unit**, except for normal wear. **Tenant** agrees to have all carpets professionally shampooed, clean all appliances, clean the **Rental Unit** and remove all trash at the end of this **Lease**. **Tenant must provide receipt of professional carpet cleaning and professional cleaning of the unit upon move out.**

NAILS. No nails, screws or tacks are allowed in the walls or woodwork without **Landlord's** permission. Picture or other items are allowed on the walls only by a method approved by **Landlord**.

PAINT. If **Tenant** wants to paint their walls, the paint must be purchased from **Landlord**. **Tenant** must paint entire walls, not just touch up spots to ensure the sheen matches and prevent areas of mismatched color. All painting must be done from corner to corner and floor to ceiling. Any additional painting required when **Tenant** vacates the **Rental Unit** will be professionally completed and billed to the **Tenant**.

VEHICLES. **Tenant** will not permit any cars or vehicles on the lawn or on areas around the **Rental Unit** where they are not intended or permitted. No junk, disabled cars or vehicles with expired registration or inspection stickers are permitted in, on or around the **Rental Unit**. **Tenant** will permit **Landlord** to remove any such cars or vehicles at **Tenant's** expense. **Tenant** will not sue **Landlord** for any liability or for any damages caused by this removal. **Tenants** vehicles must be parked in their garage if they have a garage, or you will be in violation of this lease. If **Tenant** has a garage its primary function is **Tenant(s)** vehicles, and **Tenant** is not to park in common parking areas.

HEAT. If **Tenant** is responsible for or can control the heat, **Tenant** will keep the **Rental Unit** heated at all times during the heating season. If **Tenant** fails to do so, **Tenant** will pay for any damages.

AIR CONDITIONING. Window units are not allowed in apartments with central air or in which **Landlord** pays electricity. Violation may result in fine or termination of lease.

SNOW. If **Tenant** is responsible to provide Snow and Ice Removal, as indicated in the **Lease Information Table**, then **Tenant** will at all times keep the sidewalks and driveways next to the **Rental Unit** clear from ice and snow. If **Tenant** fails to do so, **Tenant** will pay for any damages and injuries. **If unit has an individual entry (not shared) Shoveling and Salting of the entry are the responsibility of the Tenant.**

LAWN CARE. If **Tenant** is responsible to provide Lawn Care, as indicated in the **Lease Information Table**, then **Tenant** must keep the lawn mowed and edged every week during the growing season. **Tenant** will keep all shrubs adjoining the **Rental Unit** neatly trimmed.

AIR DUCTS. It is **Tenant(s)** responsibility to keep the air ducts clean during duration of their lease.

13. SMOKE DETECTORS/FIRE EXTINGUISHERS/FURNACE FILTERS

Tenant must inspect and test the operation of all smoke detectors and fire extinguishers in the **Rental Unit** during this Lease and replace and install batteries to keep the smoke detectors working at all times. **Tenant** is also responsible for replacing furnace filters as needed. It is recommended that they are replaced at the beginning of each season, and more often if there are pets in the unit.

14. LANDLORD'S RIGHT TO ENTER RENTAL UNIT

Landlord and persons allowed by **Landlord** have the right to enter the **Rental Unit** at reasonable times. **Landlord** will try to tell **Tenant** at least twenty-four (24) hours before entering. **Tenant** may not unreasonably stop **Landlord** from entering. No advance notice is required if emergency repairs are required.

Landlord and persons allowed by **Landlord** have the right to (1) inspect, (2) make repairs, (3) do maintenance, (4) label for rent or sale, and (5) show the **Rental Unit** during the **Lease Term**. (6) **Tenant** agrees to allow **Landlord** to take and use photographs of the rental unit for purposes of marketing.

15. UTILITIES AND OTHER SERVICES

Tenant agrees to pay the costs for utilities and other services, which are **Tenant's** responsibility in the **Lease Information Table**. Those items, which are indicated as **Landlord's** responsibility will be provided by the **Landlord**.

Tenant agrees to pay for all utilities and services not listed in the **Lease Information Table**.

Landlord has the right to temporarily turn off any utility or other services to the **Rental Unit** in order to make repairs or to do maintenance.

16. EMINENT DOMAIN

Eminent domain is the legal name for the right of a government to take private property for public use.

If the government takes all or any part of the Rental Unit, or the building, which contains the Rental Unit, **Landlord** is allowed to end this Lease. All money paid by the government belongs to the **Landlord**.

17. WHEN TENANT STAYS IN THE RENTAL UNIT AFTER THE END OF THE LEASE

If **Tenant** does not leave and/or remove their belongings at the **Lease Ending Date** and if **Landlord** accepts any rent payment, then this Lease may be renewed at the option of the **Landlord** for a full year **Lease Term** at the most recently offered terms. **Landlord** also has the option to not renew the lease even if rent money was accepted.

Tenant may be subject to "Unapproved Extension Fee". **Tenant** will be billed this fee every 2 weeks, and it will be equivalent to one month market rent. At any time during the "Unapproved Extension" **Landlord** may pursue legal action. This is to be considered a fee, not rent.

If **Tenant** stays past their lease end date and does not turn in keys or possession back to **Palermo Realty**, then **Palermo Realty** has the option to automatically extend **Tenant's** lease one term under the most recent offered terms.

By renewing in any of these ways, **Tenant** agrees to accept all updated terms and conditions exemplified in the lease located at:

<https://www.joepalermo.com/standard-lease-agreement>

This does not cancel any additional provisions in **Tenant's** original lease located in Section 32 of this lease agreement.

18. EXTENSIONS

Tenant may apply for an extension of their lease rather than a renewal. All extensions must be at least 2 weeks and are subject to "Extension Fee". Extensions may be granted at discretion of **Landlord**.

19. LANDLORD'S RIGHT TO END LEASE

Landlord may end this **Lease** at any time by giving thirty (30) days written notice to the **Tenant**. _____

20. TENANT'S RIGHT TO END LEASE

If **Tenant** did not violate (break) this **Lease**, **Tenant** has the right to end this **Lease** at the end of any month by giving **Landlord** thirty (30) days written notice. When the notice is given, **Tenant** must pay **Landlord** two (2) additional months' rent and fees to end the **Lease**. **Tenant** will comply with all other parts of this **Lease**, including payment of **Monthly Rent**, until the **Lease** ends.

21. REPAIRS

Landlord is required to perform only the following repairs: (1) roof, (2) foundation, (3) structure, or (4) as otherwise required by law. **Tenant** will immediately tell **Landlord** in writing if any such repairs are needed.

The **Landlord** does not have to make any repairs to the plumbing or electrical fixtures which break or need repairs caused by **Tenant**, **Tenant's** family or guests. **Tenant** must perform all other repairs.

Tenant cannot reduce their **Monthly Rent** because of any inconvenience or discomfort caused by repairs made by **Landlord**, or for **Landlord's** failure to provide any service or utility not through the fault of the **Landlord**.

Landlord is not responsible/required to relocate **Tenant(s)**.

22. CHANGES MADE BY TENANT

No changes to the **Rental Unit** by **Tenant** are allowed without **Landlord's** written consent. When **Tenant** moves out, **Landlord** may keep, remove or repair any such changes. The cost of removal or repairs and the cost of restoring the **Rental Unit** is the responsibility of the **Tenant**.

Tenant will not change the locks in the **Rental Unit** or install any additional locking devices without **Landlord's** written permission.

23. VIOLATIONS OF THIS LEASE

If there are two or more **Tenants** to this **Lease**, this is a joint and several **Lease**. That means that all the **Tenants** as a group and each of the **Tenants** as an individual are responsible to **Landlord** for all of the provisions of this **Lease**. For example, if the rent is not paid in full, **Landlord** can sue all of the **Tenants** (jointly) for any unpaid rent, or, **Landlord** can sue any one **Tenant** separately (severally), even the **Tenant** who already paid partial rent, for all of the remaining unpaid rent.

Tenant violates (breaks) this **Lease** if **Tenant**, **Tenant's** family or guests:

- (1) Lied or made any untruthful statements in their rental application, whether written or verbal;
- (2) Fails to pay **Monthly Rent** or other charges to **Landlord** on time;
- (3) Leaves the **Rental Unit** without the **Landlord's** permission before the end of the **Lease**;
- (4) Does not: (a) leave the **Rental Unit** at the end of the lease; (b) remove all of their belongings; and (c) return the keys to the **Rental Unit** to the **Landlord** at the end of the **Lease**;
- (5) Fails to obey all rules and regulations for the **Rental Unit** as provided from time to time by **Landlord** to **Tenant**;
- (6) Is convicted for or possesses any drugs, whether in the **Rental Unit** or not, or applies for any "Probation Without Verdict" or "Accelerated Rehabilitation Disposition" Program, or
- (7) Does not obey all the requirements of this **Lease Agreement**.

24. NOTICE OF VIOLATION

If **Tenant** violates (breaks) the **Lease** by failing to pay rent or other charges to **Landlord** in full on time, **Landlord** will serve on **Tenant** a five (5) day NOTICE TO QUIT or EVICTION NOTICE. The NOTICE shall be given to the **Tenant**, posted on the **Rental Unit**, or otherwise served as allowed by law. This NOTICE means that the **Landlord** may file a Complaint in Court for the rent or to remove **Tenant** from the **Rental Unit**, or both. **Landlord** cannot file the Complaint if **Tenant** pays the rent or other charges in full within the five (5) days. _____

If **Tenant**, **Tenant's** family or guests violate (break) the **Lease** in any other way, **Tenant** gives up the right to receive any NOTICE TO QUIT or EVICTION NOTICE. This means that the **Landlord** may file a Complaint in Court to remove **Tenant**, **Tenant's** family and guests without first telling the **Tenant**.

There will be a \$25 administration fee charged for all filings. This fee will cover costs in our filing process.

25. REMEDIES AVAILABLE TO LANDLORD IF TENANT VIOLATES (BREAKS) LEASE

If **Tenant**, **Tenant's** family or guests violate (break) this **Lease**, the **Landlord** may sue: _____

(1) To collect past due rent, late charges and any other money owed; (2) To remove the **Tenant** and all others from the **Rental Unit**; (3) To collect for all damages to the **Rental Unit**, including withholding **Tenant's** wages for damages; (4) To collect for unpaid rent until the **Lease Ending Date** or until another person rents the **Rental Unit**; (5) To collect all costs and expenses caused because **Tenant** violated (broke) this **Lease**, including:

(a) Utilities otherwise payable by **Tenant**; (b) Advertising; (c) Attorney's fees; (d) Court costs; (e) A reasonable fee to **Landlord** (i) to show the **Rental Unit** to new **Tenants**; (ii) to review and approve any new **Tenant**, and (iii) to prepare a new lease.

If at any time **Tenant** is in violation or breaks the lease (abandoned or eviction) then the entire lease becomes payable as a fee to **Landlord** as damages and should no longer be considered rent. And with **Landlord** being released from fulfilling their duties under the lease. **Tenant** may be granted a period of time to correct defects at the discretion of **Landlord**. **Landlord** also has the right to seek any other remedies allowed by law. There will be a \$25 administration fee charged for all filings. This fee will cover costs in our filing process.

In the event a **Tenant** vacates the rental unit before the lease termination date, the **Landlord** is not considered to have taken legal possession of the unit until the termination of the lease.

26. PERSONAL BELONGINGS OF TENANT

If it reasonably appears during the **Lease Term** that **Tenant** permanently left the **Rental Unit**, **Landlord** will send notice that items will be removed within 10 days. If **Tenant** contacts **Landlord**, **Tenant** will be given 20 days to collect belongings. Trash left in unit is not subject to this notice.

If **Tenant** is in jail, or in a mental health unit, or fails to make arrangements with **Landlord** to remove their belongings, **Landlord** can throw out their belongings left in the **Rental Unit**. In that case, **Landlord** is not responsible for the value of such belongings.

Any personal property or belongings left in the **Rental Unit** at the **Lease Ending Date** can be thrown out by **Landlord**. In that case, **Landlord** is not responsible for the value of such belongings.

Tenant agrees that all personal goods placed in or on the **Rental Unit** belong to the **Tenant**. **Tenant** will protect **Landlord** against any claims made by other people regarding any such personal goods.

27. LEAD-BASED PAINT DISCLOSURE:

See **Attachment A**.

28. TENANT GIVES UP RIGHTS BY SIGNING THIS LEASE: **Tenant** gives up the following legal rights:

(a) In Section 24, the **Tenant** agrees that the **Landlord** must give the **Tenant** either five (5) days notice or no notice to leave the **Rental Unit** for breaking the **Lease**. The **Tenant** gives up the right to receive a longer notice to leave the property for breaking the **Lease**.

(b) In Section I 1, the **Tenant** agrees that if the **Rental Unit** property is sold by the bank because **Landlord** did not pay the mortgage, the buyer can end this **Lease**. The **Tenant** gives up the right to have the **Lease** continue if that happens.

29. FIRE SAFETY

FIREPLACES: **Tenant** is responsible for verifying flue is clean before use as maintaining unit for duration of lease.

GRILLS, ETC.: All open-flame possessions of **Tenant** must remain minimum of 10' from all combustible surfaces. This includes, but is not limited to, grills and firepits. **Tenant** must comply with all fire safety standards maintained by local fire department.

DRYER VENTS: **Tenant** is responsible for keeping dryer vent cleaned out for duration of lease. Please note that landlord does not clean out the dryer vents before a **Tenant** moves in. **Tenant(s)** is required to verify vent is clean before first use, and once a year, or twice if there is more than average usage. This will prevent fires as well as protect the health of the dryer.

30. TRASH CANS

All common and public areas must be kept clean and tidy. This includes trash bins.

31. FEES

LEGAL FEES: If legal representation is retained at any time pertaining to this lease, (EG- violations, disputes, damages after **Tenants** move out. Etc.) **Tenants** are solely responsible for all costs associated. This can include, but is not limited to, the cost of an attorney and/or a fee for **Landlord's** in-house representation. Any charges of this type are subject to 20% overhead fee.

COLLECTION FEES: At the end of the lease, **Tenant** is responsible for paying the entire balance (including but not limited to: all rent, repairs and fees). If **Tenant** does not pay balance within 30 days, **Tenant's** account is subject to be turned over to a collection company. Additional fees will apply.

32. ENTIRE AGREEMENT

THE LANDLORD AND THE TENANT ALSO AGREE AS FOLLOWS:

- Tenants are to apply for utilities before move in date; a 20% surcharge will be added to utilities bills not in tenant's name.
- Any lost rent due to repairs of excessive damages at end of lease will be charged against security deposit.
- All charges may be subject to a fee of up to 20% as an overhead charge.
- Monthly W/S/T is due on the first of every month with the rent. Amount subject to change with a written 14 (fourteen) day notice.
- All Payments will be applied to your longest open charge.
- Tenant(s) must have valid email address on file at all times.

Tenant(s) have received the Move-Out Procedures Form

Tenants who live in the Lofts at Copperleaf, I acknowledge that I could be living above a bar/restaurant.

By signing this Lease, each Tenant has read the entire Agreement and understands all of it. Each Tenant received a copy of this Lease.

LANDLORD'S SIGNATURE: _____ DATE: _____

TENANT'S SIGNATURE: _____ DATE: _____

DISCLAIMER

The use of this lease is exclusively reserved for those having written authorization.