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 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.

For the purposes of this Lease Agreement, Palermo Realty shall hereinafter be referred to as the "Landlord," and all individuals executing or occupying the premises as tenants shall collectively and individually be referred to as the "Tenant" throughout this Agreement.

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'S NAME AND ADDRESS: Palermo Realty 2906 Copperleaf Drive Erie, PA 16509

TENANT NAME(S):

MAXIMUM PERSONS:

RENTAL UNIT FULL ADDRESS:

LEASE START DATE: **LEASE END DATE:**

SECURITY DEPOSIT: $ **RENT DUE DATE:** 1st of each month

MONTHLY RENT: $ **PROMPT PAYMENT DISCOUNT:** $100

WATER/SEWER/TRASH: $

*Water/Sewer/Trash is due on the 1st with rent each month. Amount subject to change with a 14-day written notice.

INSUFFICIENT FUNDS FEE: $50

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

ANIMAL VIOLATION CHARGE: $600 per day per animal

LANDLORD PAYS FOR: ☐ GAS ☐ ELECTRIC ☐ WATER ☐ SEWER ☐ TRASH
☒ LAWN CARE ☒ SNOW & ICE REMOVAL ☐ CABLE ☐ INTERNET

TENANT PAYS FOR: ☒ GAS ☒ ELECTRIC ☒ WATER ☒ SEWER ☒ TRASH
☐ LAWN CARE ☐ SNOW & ICE REMOVAL ☐ CABLE ☐ INTERNET

TENANT RECEIVED: _____ Unit Keys _____ Mail Keys _____ Garage Remotes _____ Building Keys

Tenant agrees to not make copies. Tenant may only receive duplicate/replacements from Landlord. Tenant must turn in all keys and garage remotes to Landlord at the time the Tenant vacates the premises. If items are not returned to Landlord, Tenant will be charged a fee to replace the lock.

TENANT 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.
b. **Tenant** agrees to sign up for and keep active Auto Pay through the duration of the **Lease**.
c. **Tenant** may 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.
d. If **Landlord** received the **Monthly Rent** on or before the **Due Date**, and all prior rent and other charges under this **Lease** are paid, **Tenant** may deduct the **Prompt Payment Discount** in the **Lease Information Table** above.
e. If **Tenant** mails the rent to **Landlord**, the date of payment is the date the **Landlord** receives the rent, not the postmark date.
f. 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.
g. 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.
h. All payments made by **Tenant** will be applied to the longest open charge on the account first.

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** after **Tenant** vacates.
d. Any lost rent due to repairs of excessive damage at the end of the **Lease** will be charged against the **Security Deposit**.
e. **Landlord** agrees to send any **Security Deposit** left over the **Tenant** within 30 days after end of **Lease**. **Landlord** will send **Tenant** a written list of damages and amounts of money taken from the **Security Deposit**, if applicable.
f. **Tenant** agrees to give **Landlord** a written forwarding address when **Tenant** leaves.
g. **Tenant** may not use the **Security Deposit** as payment for the last month's rent.
h. All **Security Deposit** monies will be held in an account at:
Huntington Bank 5805 Peach St. Erie, PA 16509
i. Interest will accrue after 2nd year. All accrued interest will be applied to **Tenant's** account at the end of the **Lease**. **Tenant** may request to have interest applied to account any time after the 2nd year. **Tenant** may only make this request once per year.

3. LANDLORD AND TENANT 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 accepts the Rental Unit "AS IS" and fit for residence.

Within 5 days of taking possession of the **Rental Unit**, **Tenant** must provide to **Landlord** a complete written list of any defects of 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 al defects and damages not appearing on this list when **Tenant** moves out.

4. 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 **Landlord'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 of up to $50 per day until a valid renter's insurance policy is provided to **Landlord**.

5. 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**.

6. 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 the **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 in the **Rental Unit** to make repairs or do maintenance.

Landlord has the right to shut off and/or revoke access to amenities at any time.

A 20% surcharge will be added to any utilities not in **Tenant's** name.

7. PERSONAL SECURITY

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

8. 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**.

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

9. CARE OF RENTAL UNIT

Tenant is responsible for and will take good care of the **Rental Unit** and all the property in and around it. The **Rental Unit** and surrounding areas are to always 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 the **Lease**. **Tenant** agrees to pay for any damage caused by **Tenant**, **Tenant's** family, or guests as additional rent.

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

NAILS: No nails, screws or tacks are allowed in the walls or woodwork without **Landlord's** permission. Pictures 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 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. **Tenant** vehicles must be parked in their garage if they have one, or **Tenant** will be in violation of this **Lease Agreement**. If **Tenant** has a garage, its primary function is to store **Tenant** 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 permitted in apartments with central air or in which landlord pays electricity. Violation may result in fines or termination of **Lease**.

SNOW: If **Tenant** is responsible for providing Snow & Ice Removal as indicated in the **Lease Information Table**, then **Tenant** will always 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 the **Rental Unit** has an individual entry (not shared), then shoveling and salting of the entry are the responsibility of the **Tenant**.

LAWN CARE: If **Tenant** is responsible for providing 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 the **Tenants'** responsibility to keep the air ducts clean during the duration of their **Lease**.

10. FIRE SAFETY

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 always working. **Tenant** is responsible for replacing furnace filters as needed.

FIREPLACES: Tenant is responsible for verifying the flue is clean before use and maintaining unit for duration of **Lease.**

GRILLS, ETC: All open-flame possessions of **Tenant** must remain at a 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 maintenance by the local fire department.

DRYER VENTS: Tenant is responsible for keeping dryer vent cleaned out for duration of the **Lease**. **Landlord** does not clean the dryer vents before a **Tenant** moves in. **Tenant** is required to verify that the 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.

11. ANIMALS

No animals are allowed on property without prior written 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 **Tenants** expense.

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

12. 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**.

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

No grease, coffee grounds, feminine products, smoking materials or other foreign objects may be put in the drains or toilets. The **Tenant** is responsible to pay the cost of plumbing repairs caused by the carelessness or neglect of **Tenant**, **Tenant's** family, guests or others.

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 the unit is uninhabitable.

Tenant agrees that if the rental unit is damaged and **Tenant** ends the lease, **Landlord** has no further responsibility to **Tenant**.

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

13. 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 **Landlords** failure to provide any service or utility not through the fault of the **Landlord**.

Landlord is not responsible/required to relocate **Tenant**.

Tenant agrees that any requests for maintenance repairs or other services shall constitute permission to enter the **Rental Unit**. If **Tenant** submits "no" permission to enter through the online portal, and the maintenance request is an emergency, the maintenance department or those allowed by **Landlord** will enter the unit anyway.

If the **Tenant** does not authorize entry for repairs requested through a maintenance work order, the **Landlord** will schedule an appointment at the earliest available convenience to complete the necessary maintenance. If the **Tenant** is unavailable or fails to provide access at the scheduled appointment time, a nuisance fee may be charged.
Appointments are not required for emergency maintenance work orders, regardless of the **Tenant(s)** entry permission status.

Tenant may be charged a nuisance service fee if maintenance responds to a work order and determines that no issue or maintenance concern is present.

14. CHANGES MADE BY TENANT

No changes to the **Rental Unit** by **Tenant** are allowed without the **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 the **Landlord's** written permission.

15. 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**.

16. LANDLORD'S RIGHT TO ENTER THE 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 24 hours before entering. **Tenant** may not unreasonably stop **Landlord** from entering. No advance notice is required if emergency repairs are needed.

Landlord and those 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**. **Tenant** agrees to allow **Landlord** to take and use photographs of the **Rental Unit** for the purposes of marketing.

17. LEASE EXTENSIONS

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

18. LANDLORD'S RIGHT TO END THE LEASE

The **Landlord** may end this **Lease** at any time by giving 30 days written notice to the **Tenant**.

19. TENANT'S RIGHT TO END THE 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** 30 days written notice. When the notice is given, **Tenant** must pay **Landlord** a fee equivalent to 2 months' worth of charges. **Tenant** will comply with all other parts of this **Lease**, including payment of **Monthly Rent**, until the **Lease** ends.

20. VACATING AT THE END OF THE LEASE

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 receipts of professional carpet cleaning and professional cleaning of the unit upon move out. If we must send in maintenance for any repairs, painters, etc., we will be forced to have the unit re-cleaned at the **Tenant's** expense.

21. WHEN TENANT STAYS IN 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 **Landlord**, then **Landlord** has the option to automatically extend **Tenant's** lease one term under the most recently offered terms.

By renewing in any of these ways, **Tenant** agrees to accept all updated terms and conditions exampled in the **Lease** located at: https://cdn.prod.website-files.com/686571cdecb12a5b77d59f32/69c695859183730b4a608356_Palermo%20Lease.pdf

This does not cancel any additional provisions in **Tenant's** original **Lease**.

22. PERSONAL BELONGINGS OF TENANT _____

If it reasonable 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 the **Rental Unit** is not subject to this notice.

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

When **Tenant** turns over possession to **Landlord**, any personal property or belongings left in the **Rental Unit** on 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 around the **Rental U**nit belong to the **Tenant**. **Tenant** will protect **Landlord** against any claims make by other people regarding any such personal goods.

23. 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 the **Landlord** 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 the **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**.

24. 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 that contains the **Rental Unit**, **Landlord** is allowed to end this **Lease**. All money paid by the government belongs to the **Landlord**.

25. FEES

LEGAL FEES: If legal representation is retained at any time pertaining to this **Lease**, (violations, disputes, damages after **Tenant** vacates, 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.

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 agency. Additional fees will apply.

NUISSANCE FEES: If **Tenant** refuses to allow **Landlord** or other persons authorized by **Landlord** to enter the **Rental Unit** after reasonable notice, or if **Tenant** submits maintenance requests where nothing needs to be fixed, then **Tenant** will be responsible to pay all service call charges and other costs and expenses resulting from **Tenant's** refusal to allow entry, and **Tenant** will also pay **Landlord** a nuisance fee of $25 per instance.

MANAGEMENT FEE: There is a $25 management fee charged for all court filings. This fee covers the cost to the **Landlord** in the filing process.

OVERHEAD FEE: All charges may be subject to a fee of up to 20% as an overhead charge.

26. NOTICE OF VIOLATION

If **Tenant** violates (breaks) this **Lease** by failing to pay rent or other charges to the **Landlord** in full or on time, **Landlord** will serve on **Tenant** a 5-Day Notice of Non-Payment of Rent. 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 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**.

27. 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 the provisions of this **Lease**. For example, if the rent is not paid in full, **Landlord** can sue all 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 al 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 requirements of this **Lease Agreement**.

28. REMEDIES AVAILABLE TO LANDLORD IF TENANT VIOLATES 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 **Landlord** is released from fulfilling their duties under the **Lease**. **Tenant** may be granted a period to correct defects at the discretion of **Landlord**. **Landlord** also has the right to seek any other remedies allowed by law.

In the event a **Tenant** vacates the **Rental Unit** before the **Lease Ending Date**, the **Landlord** is not considered to have taken legal possession of the **Rental Unit** until the termination of the **Lease**.

29. 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.

30. TENANT GIVES UP RIGHTS BY SIGNING THIS LEASE:

Tenant gives up the following legal rights:

1. In Section 26, the **Tenant** agrees that the **Landlord** must give the **Tenant** either 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**.
2. In Section 23, 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.

31. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY

Tenant and **Landlord** consent to transact business using electronic communications to receive notices and disclosures electronically and to utilize electronic signatures in lieu of using paper documents. **Tenant** and **Landlord** agree that electronic signatures appearing on this **Lease** and related documents (addendums, riders, disclosures, renewals, etc.) are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Tenant must keep a valid email address on file with **Landlord** at all times.

32. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

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

TENANT SIGNATURE: _____ **DATE:** _____

TENANT SIGNATURE: _____ **DATE:** _____

TENANT SIGNATURE: _____ **DATE:** _____

TENANT SIGNATURE: _____ **DATE:** _____

LANDLORD SIGNATURE: _____ **DATE:** _____

----------The use of this Lease is exclusively reserved for those who have written authorization. ----------