Landlord Contact Information Heidi Spear 6 Mourlyn Road, Hanover, NH 03755 Phone: (508)344-4959 E-Mail: <u>hshenry@gmavt.net</u>

Lease Agreement

1. Term of Lease.

The initial term of lease begins on: <u>June 1st</u>, <u>____</u>. The initial term ends on: <u>May 26</u>, <u>____</u>. Following the initial term, the lease may be renewed at mutually agreed terms.

2. Utilities and Appliances

The Owner shall provide for or pay for the utilities as indicated below by an "O" without any additional charge to the Tenant. The Tenant shall provide for or pay for the utilities as indicated below by a "T".

Heating/ Water Heating	T*	Electricity	Т
Water/ Sewer	Т	Snow Removal	T**
Trash Collection	0	Landscaping	0

The Tenant shall not waste utilities provided by the Owner. The Tenant must continuously maintain utilities for which they are to provide for or pay. Failure to do so shall be grounds for termination of tenancy. Please list any other responsibilities to be assumed by either party:

*Tenants are responsible to pay for heating of their unit and are required to keep heat on throughout the cold season to ensure no freeze ups and damage to property resulting from frozen pipes. Tenants are responsible for any damages resulting from not leaving heat on during cold weather as set forth herein.

*Owner will pay for plowing in snow events of 4" or more of accumulation, provided Tenants provide timely access for plowing to occur. Owner will maintain salt, sand and shovels on the premises for Tenants to remove any other snow as needed or desired.

3. Use and Occupancy of Contract Unit

- a. The Tenant must use the contract unit for residence by the persons listed on the lease. The unit must be the Tenant's only residence. (Tenant may provide reasonable accommodations to guests or visitors not to exceed a total of fourteen (14) days in one year whether consecutive or non-consecutive days/nights.)
- b. The Tenant must not sublease or let the unit without written consent of the Owner.
- c. The Tenant must not assign the lease or transfer the unit.
- d. Smoking is not allowed in the apartment. Smoking is prohibited anywhere in the unit, your building, including common areas, and within five (5) feet of the site or at all during drought conditions as noticed by the City of Burlington. Tenant is responsible for ensuring that household members, family members, guests and invitees also comply with this rule. A violation of this rule will result in lease termination and eviction.

- e. The Tenant may not engage in legal profit-making activities incidental to primary use of the Unit for residence by members of the family (i.e. not home-based businesses of any nature may be operated out of the unit.)
- f. The Tenant may not install additional washers or dryers or other major appliances.
- g. The Tenant may not set up or use pools or trampolines on the property.
- h. The Tenant and any guests may not solicit on the property.
- i. The Tenant is responsible for all conduct, behavior and/or actions of members of Tenant's household and/or guests.
- j. The Tenant may not furnish, provide access to or use the roof for any purpose whatsoever.
- k. The Tenant may not furnish, provide access to or use the cellar for any purpose other than doing laundry or storage of labeled personal items of Tenants clear of pathways and not closer than five (5) feet of utilities.
- 1. The Tenant may not use gas grills or barbeques on balconies or within five (5) feet of structures and may not use them at all during drought conditions as noticed by City of Burlington.
- m. Before taking occupancy, Tenant and Owner shall inspect the Unit and shall sign a completed Apartment Inspection Checklist. Tenant's signing of the Apartment Inspection Checklist upon completion will be deemed conclusive evidence of the delivery of the Unit in the condition represented therein. Upon termination of occupancy by the Tenant, this same Checklist will be completed again by the Tenant and Owner and will be used, if necessary, to determine responsibility for any damage, cleaning, or repair to the Unit or common areas of the property. Failure of the Tenant to schedule or attend the checkout inspection shall be deemed a waiver of this clause.
- 4. Unit Access and Maintenance
 - a. The Owner or Owner's agent may enter the Unit only for the following purposes: (a) to inspect to see if Tenant is complying with this agreement, (b) to make repairs, alterations or improvements or supply agreed services, and (c) to exhibit the Unit to prospective purchasers, mortgagees, insurers, tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However, Owner shall, except in emergency, give the Tenant at least forty-eight (48) hour notice of Owner's intent to enter and my then enter only at a reasonable time. If an emergency occurs, the Owner may enter the Unit without consent or notice. Tenants must provide written consent to dispense with the notice requirement at their request.
 - b. The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs within thirty (30) days of demand for payment. Failure to do so will result in grounds for termination of tenancy.
- 5. Tenant Obligations
 - a. The Tenant shall keep the Unit and common area in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the Unit or common area other than normal wear and tear is caused by acts of or neglect by the Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damage to Tenant's own expense. If, (i) Tenant fails to make agreed upon repairs, or (ii) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner. Owner shall be entitled to charge Tenant for all costs to clean or repair damage caused by Tenant, members of Tenant's household or Tenant's guests. Tenant's failure to reimburse owner for said repairs upon thirty (30) days demand shall be grounds for termination of lease. If the Tenant renders the unit uninhabitable, Tenant shall still be responsible to pay rent during the time the unit is damaged, whether or not the unit is uninhabitable.
 - b. The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. In the event the Owner or its agent must send Tenant a written demand for payment, Tenant may be charged up to <u>5 % of monthly rent</u>. Said late charge will be in addition to the usual monthly rental and will apply if rent is unpaid after the <u>5th day</u> of the month. There will be a returned check fee of <u>\$25.00</u>.
 - c. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Unit or Property without the advance written consent of the Owner. If the Owner so consents, the Tenant will provide the Owner with a key for each new lock or gate. When this Lease terminates, the Tenant will return

all keys to the Unit and Property to the Owner. There will be a charge for lost keys not returned. The charge is \$10.00 per key. If the locks need to be changed, the charge is \$100.00 per lock set.

- d. The Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without the prior written consent of the Owner, including without limitation, the following: (i) change or remove any part of the appliances, fixtures, mechanical systems, furnishings, or equipment in the unit; (ii) paint or install wallpaper or contact paper in the unit; (iii) attach awnings, ceiling fans, window guards, radio aerials or CB and television antennas, satellite dishes or other electrical connections to the unit; (iv) attach any shelves, screen doors, or other permanent improvements in the unit; (v) install heaters, air conditioners or waterbeds in the unit.
- e. The grounds, sidewalks, entrances, halls, passages, stairways and other common areas will not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress and egress from the unit. This provision, required for fire safety, shall apply to Tenant's household members and any guests. In the event that the Owner receives a monetary fine from the City of Burlington for the Tenant's or a Tenant's guest's personal possessions being in common areas in violation of City Ordinance, Tenant shall be responsible to reimburse Owner for said fine. Failure to reimburse Owner within thirty (30) days of demand for payment from Owner shall constitute a lease violation and Tenant shall be subject to eviction.
- f. The Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect Tenant's personal property with adequate personal property insurance. The Owner shall not be responsible for any loss to Tenant's possessions unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent or intentional conduct and the negligent or intentional conduct of Tenant's household and guests. If the Tenant resides in a Unit above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.
- g. The Tenant may not keep a pet on the premises without prior written consent of the Owner. If a cat is allowed, the Tenant is responsible for the replacement of the entire carpet in the apartment should the animal urinate on any portion of said carpet. The Owner will require a pet deposit equal to one month rent if pets are allowed at the unit.
- h. The Tenant agrees not to allow in Unit or on premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and persons in the building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for the conduct of the members of the household and all guests and will ensure compliance with City of Burlington Noise Ordinances.
- i. The Tenant is permitted to park on premises. Owner provides limited parking on a first come, first serve basis, except as specified. The Owner does not regulate or guarantee access to the parking area. No more than one car per Tenant is allowed. The Tenant shall not repair, wash, change the oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property. The Owner shall tow any cars or trucks that are unregistered at the vehicle's owner's expense. If Tenant intends to park on premises, Tenant must notify the Owner of car make, model and color and plate # to share with all Tenants of property.
- j. The Tenant shall be allowed to have guests/ visitors stay overnight for up to fourteen (14) days in a one year period and it does not matter whether these fourteen (14) days are consecutive or not.
- k. The Tenant shall not display or in any way threaten, intimidate or harass any resident, guest or agent of the Owner with any weapon of any kind or any instrument that could be deemed or perceived to be a weapon, including but not limited to firearms, rifles, shotguns, bb guns, pellet guns, paintball guns, knives, machetes and the like in or on the common areas of the property. Tenant shall not discharge any type of firearm on the property, including in Tenant's Unit.
- The Tenant shall not tamper with or in any way disable smoke and/or CO detectors in the unit or on the property. This is illegal and grounds for termination of Lease and eviction. If a fine is imposed by the City of Burlington, or by the state, Tenant shall be responsible to pay said fine if the fine resulted from Tenant's actions. If the Owner pays the fine, the Tenant shall reimburse Owner within thirty (30) days upon demand or this, too, is grounds for termination of lease and eviction.

6. Termination of Lease

The lease terminates if:

a. The Owner terminates the tenancy as provided herein;

- b. The Tenant terminates the lease with a minimum of thirty (30) days written notice (one full rental period), but not more than sixty (60) days (two full rental periods), after the initial term; or
- c. The Owner and the Tenant agree to terminate the lease.
- 7. Termination of Tenancy by Owner
 - a. Grounds: During the initial term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon written thirty (30) day notice, except for the non-payment of rent, which shall be upon fourteen (14) day notice or as allowed by current law:
 - (1) Serious or repeated violations of the terms and conditions of this lease;
 - (2) Violation of Federal, State, or Local law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;
 - (3) Criminal activity (as provide herein);
 - (4) Non payment of rent or repeated failure to pay rent in a timely manner;
 - (5) Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;
 - (6) Interfering with the management of the property;
 - (7) Causing an undue financial burden on the property;
 - (8) Repeated disturbance to neighbors;
 - (9) Destruction of property
 - (10) Failure to pay Owner for damages caused by Tenant or Tenant guests
 - (11) Failure to maintain utilities
 - (12) Allowing persons not named on lease to reside on the premises without the Owners written consent; or
 - (13) Living or housekeeping habits that cause damage or present safety concerns to other Tenants or the Owner.

The requirement to terminate tenancy for such grounds applies during the term of the lease, including the initial term and any extension term, but does not apply if the Owner terminates at the end of an initial or extension term. At the end of term, the Owner may terminate the lease for no cause upon a minimum of thirty (30) days if the Tenant has resided in the unit for less than two (2) years.

- b. Criminal Activity: Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy:
 - Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (*including conduct/actions against or harassment of the Owner and/or* property management staff and/or any agents/ contractors/vendors of Owner);
 - (2) Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises. City of Burlington Noise Control Ordinance, which sets forth prohibited activity in this sphere and fines, is provided with this lease and available on the burlingtonvt.gov website;
 - (3) Any violent criminal activity on or off the premises;
 - (4) Any drug-related criminal activity on or off the premises;
 - (5) Any other activity which impairs the physical or social environment of the premises;
 - (6) Illegal use or possession of controlled substances;
 - (7) Abuse of alcohol or marijuana that threatens the health, safety or right of peaceful enjoyment of the premises by other residents;
 - (8) Interferes with management of property
 - (9) Flight to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual fled;
 - (10) Violation of a condition of probation or parole under Federal or State law; or
 - (11) Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control. Victims of said violence will not be deemed in any way liable or in control of perpetrators of violence and shall not be subject to eviction.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member or guest has committed the criminal activity, regardless of whether the household member or guest has been arrested or convicted for such activity.

c. The Owner must evict the Tenant from the contract Unit by instituting a court action in accordance with current State and Local laws.

8. Owner Termination Notice

The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any Owner eviction notice to the Tenant. Owner eviction notice means a notice to vacate, or a complaint used under State or Local law to commence an eviction action.

9. Security Deposit

- a. The Owner may collect a security deposit from the Tenant equal to the initial month's rent. Owner has collected \$______ from the Tenant to be applied toward Tenant's security deposit.
- b. When the Tenant moves out of the contract unit, the Owner, subject to State and Local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by tenant or other amounts that the Tenant owes under the lease.
- c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is know or is reasonably believed to have vacated the abandoned the unit.
- d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the Owner may collect the balance from the Tenant.
- e. In the event Tenant violates the terms of the lease and it is necessary for Owner to terminate the tenancy, including early termination by Tenant, the full security deposit shall be retained by Owner as liquidated damages.
- f. If more than one person is named as the Tenant, such persons agree that they will work out the details of dividing any security deposit refund among themselves. The Owner may pay a security deposit refund to any adult person named as the Tenant. Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant on the lease has vacated the unit.
- g. The security deposit shall not be used as last month's rent.

10. Mandatory Recycling

Recycling is mandatory in the City of Burlington. The Tenant shall comply with the applicable ordinances and regulations on mandatory recycling. The Tenant shall sort and separate recyclable materials from all other solid waste and place recyclables in proper recycling containers provided. If the local jurisdiction finds that Tenant has violated any provisions of the recycling laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

11. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, executive orders and regulations, the Owner must not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, gender identity or gender-related characteristics or because a person intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

12. Written Notices

When this lease requires any notice by the Tenant or Owner, the notice must be in writing and delivered either personally, by email or by first class mail. Notice to the Owner can be emailed to <u>hshenry@gmavt.net</u> or

mailed to: <u>6 Mourlyn Road, Hanover, NH 03755.</u> Notice to the Tenant will be sent to the Tenant's email or Unit mailing address, unless directed otherwise in writing.

13. Lead-Based Paint Disclosure

Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, the Owner must disclose any knowledge of the presence of lead-based paint hazards in the dwelling. Renters must also receive a federally - approved pamphlet on lead poisoning prevention. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is applicable and is provided with this lease.

14. Joint & Several Liability

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

15. Severability

If any provision of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. Waiver

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial payments shall not waive Owner's right to enforce any term of this lease, including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

17. Attorney's Fees

If the Tenant acts in violation of this lease, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant, if successful in its action to enforce the lease. Violation of any of the provisions of this lease shall be grounds for termination of the lease and eviction.

18. Delivery of Possession

The Owner's obligation to deliver possession of the Unit is contingent upon the current occupant of the Unit vacating the Unit and removing all personal property from the Unit. The parties acknowledge that failure of the current occupant of the Unit to deliver possession shall cancel this lease, and all deposit monies and pre-paid rent shall be returned to the Tenant.

19. Surrender of Unit; Breaking the Lease

If the Tenant vacates the Unit prior to the expiration of the initial term, Tenant shall be liable to pay Owner for all reasonable costs incurred by Owner in turning over the Unit (cleaning the Unit, carpets, painting, etc.), advertising costs incurred by Owner to re-let the Unit and for any rent lost until such time as a new tenant is found for the Unit. Tenant's security deposit shall be made available to cover part or all of these consequential damages that may be incurred by the Owner because of Tenant's breach of the lease. If the Tenant fails to give full and proper sixty (60) days written notice to Owner that Tenant is vacating, Tenant shall forfeit Tenant's full security deposit plus accrued interest if any.

20. Damage to Unit/ Habitability

This lease may, at the Owner's discretion, terminate immediately should the leased premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the Unit available for future rental.

SIGNATURES: Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this lease.

5-7 Hickok Place Lease Signature Page

Date		
Date		
Date		
Date		

Adult Tenant

Adult Tenant

Adult Tenant

Adult Tenant

Date

Owner

Lease Addendum #1

- 1. The Tenant is responsible for repainting the apartment or rooms prior to vacating if the color has been changed from the standard white. Requirement for repainting will be determined by Owner. If Tenant so desires, Owner will touch or repaint the apartment/rooms at the Tenant's expense.
- 2. The damage deposit may NOT be used as the last month's rent or rent owed.
- 3. Heat is NOT included in the rent.
- 4. See Move-Out Cost Schedule for cleaning and or repair cost estimates
- 5. The Tenant shall not sublet the premises without the written consent of the Owner
- 6. No one other than the parties named on the lease shall reside in the apartment.
- Tenants are responsible for any extra trash removal costs billed to the Owner, such as a sofa, chair, table, etc. over and above the normal monthly service fees. This extra amount will be split proportionally amongst Tenants wherever responsibility is not confirmed or claimed by a subset of Tenants.
- 8. A noon vacancy on the last date of the lease expiration is required.
- 9. Prior to vacating the unit, carpets shall be professionally cleaned. Tenant shall be responsible for said expense and shall produce a paid receipt from a professional cleaning service at check out time. If Tenant fails to arrange for carpet cleaning, Owner will contract for service, deduct the expense from the security deposit and provide a receipt for service costs to Tenant.
- Tenants will contact Burlington Electric Department (www.burlingtonelectric.com) and Vermont Gas (www.vgsvt.com) to have the utilities turned on in their Unit prior to taking occupancy. The Unit is wired for phone through Consolidated Communications (www.consolidated.com) and for cable through Comcast (www.xfinity.com), both of which are optional. The telephone number for Burlington Telecom is (802-540-0007).
- 11. Tenants will contact Owner to schedule a Move-In Inspection on the day that they wish to occupy the Unit. If the Unit is available before June 1st and all utilities have been activated by Tenant, Owner may allow Inspection and Move-In to occur prior to the official lease start date. If Owner does so, all terms of the Lease are applicable for the extended period.

- 12. If a Tenant loses or forgets their keys and is locked out of their Unit after hours, there is a \$500 charge for us to come and open the Unit for you. Emergency Locksmith charges might be faster and cheaper. Any expenses, damages or lock replacement resulting from any effort to regain access under such circumstances will be the Tenants responsibility as provided for in the Lease. Key replacements during business hours can be authorized by the Owner and procured at Tenant's expense from Dion's Locksmith (802-658-7404) on North Street in Burlington.
- 13. Tenant is responsible for any incursion into the apartment of pests or bedbugs. Tenants are responsible for the cost to eradicate any pests, which might require utilizing a high heat process. The minimum charge for eradicating bedbugs is \$1000.00. Eradication of pantry moths can also be costly and are best avoided by sealing all foods, including organic dry goods, keeping a tidy kitchen and promptly eliminating all food waste. Upon notification that pests exist Owner will take or advise immediate action to solve the problem. Again, this will be at Tenant's cost. Tenants can help protect themselves from costly bedbug infestations by not purchasing used furniture or bedding from unknown sources for use in their Unit. If Tenant plans on bringing in items that were given to them for use in the Unit, please check them very carefully.
- 14. Water/Sewer delinquent balances are subject to a 1% per month interest charge after 30 days.

5-7 Hickok Place Lease Addendum #1 Signatures

Date	Adult Tenant
Date	Adult Tenant
Date	Adult Tenant
Date	Adult Tenant
Date	Owner

Lease Addendum #2

Cleaning, Repair and Replacement Information Sheet

If prior to moving out of your Unit Tenant does not clean the items listed below and or leaves them in satisfactory working order, the following charges will be deducted from security deposits or owed to Owner if security deposit is insufficient to cover the charges. Tenant may be charged for each instance in which a listed item must be cleaned or repaired. The prices given for the items listed below are estimates only. If Owner incurs a higher cost for cleaning or repairing an item, the Tenant will be responsible for paying the higher costs. This is not a comprehensive list. This list is for educational purposes only, clarifying what needs attention and approximate expenses for neglecting these responsibilities.

Kitchen Cleaning			1
Oven	\$40	Floor	\$30
Stove	\$20	Grease Filter	\$30
Refrig/Freezer	\$50	Drip Pans	\$10/each
Cabinets/Counters	\$50	Dishwasher	\$20
Bathroom Cleaning	·		
Toilets	\$20	Floor	\$30
Tub/Shower	\$50	Shower Doors	\$20
Sink/Counters	\$35	Mirror	\$10
General Cleaning/Repa	uirs		
Trash Removal	\$150	Wallpaper Removal	\$250
Floor	\$30/room	Walls, Contact Points & Trim	\$25/room
Carpet Repairs	\$100	Holes in Walls	\$75/room
Carpet Cleaning			
a (1) (1)			

Carpets must be professionally shampooed prior to Move Out Inspection. Owner can facilitate procuring estimates and contracting these services, as they can be hard to procure at a reasonable price during turnover. Wall Cleaning/Condition

Walls must be wiped down, along with all outlets, door handles and trim. Walls must also be restored to Move-In Inspection condition and spackled and paint touched up if damaged. Owners minimum fee to clean walls and contact points is \$25 per room and to repair walls is \$75 per room.

Replacement charges apply if any items are missing or damaged to the point that they must be replaced when Tenant moves out. Tenant will be charged the current cost of the item, plus labor and service charges in that event. A representative list of replacement charges is below for educational purposes only. These are average costs and actual costs may exceed those listed. The list is not all inclusive; Tenant can be charged for other property items not on this list.

Window Glass	\$200	Fire Extinguisher	\$50
Patio Glass Door	\$200	Garbage Disposal	\$150
Window Screens	\$50	Mirrors (bath)	\$100
Patio Screens	\$150	Doors	\$150
Light Fixtures	\$50	Crisper covers	\$100
Countertops	\$350	Refrigerator Shelves/racks	\$100
Broiler pan	\$30	Oven Rack	\$75
Door keys	\$10 per key	Mailbox keys	\$25
Venetian Blinds	\$35 per		

5-7 Hickok Place Lease Addendum #2 Signatures

Date

Date

Date

Date

Adult Tenant

Adult Tenant

Adult Tenant

Adult Tenant

Date

Owner

Lease Addendum #3

Smoke Alarm/ Detector Release

I/we the undersigned have checked the smoke alarms/detector(s) in the apartment that we are renting and find them to be in working order. I/we understand that the law requires the Landlord to provide a working smoke alarm/detector in this apartment. I/we agree that a smoke detector/alarm is installed on the ceiling or wall in order to alert me as to the presence of smoke in order to help save my life in the case of a fire.

I/we also agree that removing the smoke alarm/detector or disabling it in any manner is putting my life at great risk in case of fire, would be in violation of the lease agreement and in so doing I/we would absolve the Landlord from any responsibility for losses due to my/our noncompliance with the law. I/we also understand that we must obtain "Renter's Insurance" to cover any losses to personal contents in our apartment as result of damage incurred by fire and the Landlord's insurance does not cover our personal belongings.

It is understood that the Landlord shall be responsible for servicing and maintenance of smoke detectors in the Tenant's apartment aside from monthly cleaning, which will be the Tenant's responsibility. The Tenant must provide the Landlord with timely notification of smoke detector/alarm malfunctions in order that repairs can be made as quickly as possible.

5-7 Hickok Place Lease Addendum #3 Signatures

Date	Adult Tenant
Date	Adult Tenant
Date	Adult Tenant
Date	Adult Tenant
Date	Owner

Lease Addendum #4

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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 (explain)

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

Lessee's Acknowledgment

(c) _____ Lessee has received copies of all information listed above.

(d) X Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

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.

Date	Adult Tenant
Date	Adult Tenant
Date	Adult Tenant
Date	Adult Tenant
Date	Owner