



JMD Apartments Lease Agreement

Notice to Tenant: This Lease is a contract between you as the Tenant and JMD Apartments as the Landlord. If you do not meet your contract obligations, you may lose your security deposit. You may also be evicted and sued for money damages. This Lease also contains waivers of certain consumer rights. By signing this Lease, you are agreeing to waive those rights.

The Landlord and Tenant are to lease the apartment subject to the following terms and conditions:

Landlord: JMD Apartments - Acadia Court, Pine Ridge, Red Deer, Walden Woods

Tenant(s): _____

Apartment Address: _____

Term of Lease: _____ months

Beginning Date: _____ **Ending Date:** _____

Security Deposit: _____ **Prorated Rent:** _____

Monthly Rent: _____ **Other:** _____

Late Fee: \$50.00

Electric Account No.: _____

Addition Provisions: _____ rent/ _____ days in the month x _____ days = _____
prorated move-in.

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1. TERM: The term of this lease will be for the period written above. THIS APARTMENT IS A NON-SMOKING HOME.

2. FAILURE TO GIVE POSSESSION: If, for any reason, Landlord cannot deliver the Apartment to Tenant within seven (7) days of the beginning date, then Tenant may cancel this lease and obtain a full refund of all money deposited. Rent starts at the beginning of the Term or when possession is available. The end date of the Term will not change. The only liability of the Landlord, if it cannot deliver the Apartment, is to return all money deposited and release Tenant from the terms of this Lease.

3. SPACE "AS IS": Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is.

4. USE: The Apartment may only be used by a Tenant named above. In no event may the number of occupants be increased or changed without the written permission of the Landlord. Tenant agrees to use the Apartment only as a private residence. Tenant agrees to obey all federal, state and local laws, and regulations when using the Apartment. Tenant agrees not to store any hazardous, flammable or toxic chemicals or substances in or around the property. Tenant(s) also agrees not to do anything that will increase Landlord's insurance premiums. Tenant(s) agrees not to interfere with the comfort or rights of other Tenants. This means that annoying sounds, lights and smells are not allowed. Tenant shall not allow any of Tenant's family, employees, guests, visitors, or other occupants of the Apartment to violate any terms of this lease. Tenant(s) may not do or allow any behavior in the property which is a nuisance, or which creates a risk of injury, loss or damage.

5. RULES AND REGULATIONS: Along with this lease, Tenant will receive a copy of Current Rules for this Apartment. These rules are attached to and made part of this lease. Tenant agrees to follow these rules and any update upon receiving a copy thirty (30) days after receipt of each copy.

6. RENT: Rent must be paid in full, without demand or deduction, by the first day of each month. The first full month's rent (and any partial month's rent) must be paid when Tenant signs this Lease. Other than the rent due at Lease Signing, no future rental payments are to be made at the Apartment Community. All future payments must be mailed or paid in person to the Landlord at the address listed above.

7. LATE RENT AND NSF CHECK: All rent not received at the Landlord's address by 5:00 PM on the 1st day of the month will be charged a late fee as noted above. If Tenant mails the rent to the Landlord, the date of the payment will be the date the letter is postmarked. If the rent and late fee are not paid in full by the 6th day of the month, action will be brought to terminate this lease. Legal remedies including eviction and collection proceedings will also be initiated. Tenant agrees that all court costs, attorney fees, and recording fees associated with collection proceedings will be charged to Tenant. If a check is returned not paid by Tenant's bank (NSF) then an NSF fee of \$50.00

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will be charged in addition to the late fee as if the rent payment was paid after the 1st day of the month. If Tenant submits two NSF checks, then Tenant's personal checks will no longer be accepted. All future payments must be paid in money orders or certified checks. After the 6th day of the month, any outstanding late rent, fees, and NSF fees must be paid in money orders or certified checks.

8. ACCELERATION OF RENT: Tenant agrees that if the rent is not paid on time and collection proceedings have been started, that the entire rent for the balance of the lease term will become due and payable in advance. If Tenant files for bankruptcy, Landlord will have the first right to demand and receive the rent for the balance of the lease term. This amount will be first paid out of the proceeds of bankruptcy. A reasonable attorney's fee will also be paid for the collection of this debt.

9. INSOLVENCY: If Tenant assigns property for the benefit of creditors, or (b) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30-days' notice of termination of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated in the notice. Tenant(s) must continue to pay rent, damages, losses and expenses, without offset.

10. SECURITY DEPOSIT: Tenant has deposited with the Landlord a security deposit in the amount listed above. This has been deposited in the Bank named above. Tenant agrees that the security deposit is not a pre-payment of rent and is not the last month's rent. If Tenant (a) fully performs all terms of this Lease, (b) leaves the Apartment in good condition, and (c) returns the keys to all doors and the mailbox by 5:00 PM of the day that the Apartment was vacated, then Landlord will return the security deposit, in accordance with the law. Tenant(s) must supply Landlord with written notice of a forwarding address. This is where the deposit will be mailed along with an itemized list of any deductions made for damage and cleaning. If Landlord sells or leases the Building, Landlord may give the security deposit to the new buyer or lessee. In that case, Tenant will look only to the new buyer or lessee to return the security deposit, and the landlord will be deemed released from all liability and obligations. Tenant authorizes Landlord to have the carpets cleaned at a cost of 15 cents per square foot and to deduct this amount from the security deposit. Tenant authorizes Landlord to deduct any unpaid rent and utility charges, late fees, NSF fees, collection costs, and damage or cleaning charges from the security deposit.

11. MOVE OUT: When Tenant moves out at the end of the term, Tenant agrees to leave the Apartment clean and in good condition with working light bulbs in all fixtures. Tenant will remove all of Tenant's property. Tenant will repair all damages to the Apartment and Building caused by

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moving. Tenant will restore the Apartment to the same or better condition as the Apartment was when Tenant moved in.

12. ASSIGNMENT AND SUBLEASE: Tenant must not assign all or part of this Lease, or sublet all or part of the Apartment, or permit any other person to use the Apartment.

13. PET POLICY: All approved pets must be registered with the Landlord, including providing vaccination records and any required local licenses. Only domesticated cats, dogs, fish, and small caged animals (e.g., hamsters, rabbits) are allowed. No aggressive breeds, exotic animals, or pets exceeding 65 lbs. are permitted. A maximum of 2 pets per unit is allowed. Pet Fees & Deposits: A non-refundable pet fee of \$350 per pet applies plus a \$25 monthly pet charge per pet. Pets must not cause disturbances (e.g., excessive noise, aggressive behavior). Owners must clean up pet waste immediately and dispose of it properly. Pets must be kept on a leash in common areas at all times. Tenants are liable for any damage caused by their pets and must cover the cost of repairs. Violation & Consequences: Any unauthorized pet may result in fines of \$150 per day until removed. Repeated violations may result in lease termination.

14. RENTERS INSURANCE: Landlord is not responsible for loss, theft or damage to Tenant's property. This includes damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LANDLORD be held liable for such losses. Landlord does not carry insurance for Tenant's personal property. Tenant(s) will obtain and pay for that insurance.

15. LIABILITY: Landlord is not liable for any injury or damage to any person or property, unless caused by Landlord's negligence. Tenant is responsible for all acts or neglect of Tenant's family, guests, visitors, or other occupants.

16. FIRE, ACCIDENT, DEFECTS OR DAMAGE: Tenant must give Landlord immediate notice of fire, accident, damage, or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable (as long as not caused by Tenant). If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part is usable. Landlord is never required to repair or replace any fixtures, furnishings, personal property or decorations of Tenant's, but only equipment that is originally installed by Landlord. The tenant is responsible for any damage or destruction done to the property by his actions or negligence, or by the actions or negligence of his family or guests. The tenant must make all repairs and replacements to fix such damage or destruction. If the tenant fails to do so, the LANDLORD may do it and add the expense to the next month's rent. Tenant(s) must still pay the full rent with no adjustment. If the Apartment or Building is damaged by fire or other casualty, Landlord may cancel the Lease by giving written

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notification to Tenant and fifteen (15) days to move out. The cancellation does not release Tenant of liability in connection with the fire or casualty.

17. VEHICLES: Tenant agrees to keep all motor vehicles in good repair and in current registration and State inspection. Any vehicle or personal property belonging to Tenant, that is not in inspectable form, has missing exterior parts or flat tires, shall be removed by Tenant within one (1) day after delivery of written notice to Tenant. Failing to do so, Landlord may remove the property at the expense of Tenant. Tenant agrees not to keep any recreational vehicles, such as campers, boats, or trailers on the property. Tenant agrees not to keep any commercial vehicles, trucks, vans, trailers, or other non-standard automobiles on the property without the express written permission of the Landlord. Landlord is not liable for damage to, or caused by, any vehicles. This includes property damage and bodily injury. Tenant will indemnify and defend Landlord for all liabilities. The use or storage of Tenant's or any other person's vehicle, whether or not parked or being driven in or about the parking area, shall at all times be at the sole risk of Tenant. Should any employee of the Landlord assist Tenant with parking, moving or handling Tenant's or any other person's vehicle or other property, that employee is considered the agent of the Tenant or such other person and not of the Landlord. Neither the employee nor the Landlord shall be liable to the Tenant or to any other loss or damage to the vehicles or any person or its contents, or other property.

18. REPAIRS: Tenant agrees to keep the Apartment and all the property in and around the Apartment in a clean and healthy condition. Tenant agrees to pay for any damage caused by Tenant, Tenant's family, employees, guests, visitors, or other occupants. Tenant agrees to pay to open all clogged sewers, drains, toilets, sinks and traps caused by Tenant's misuse or reimburse Landlord for these costs. Tenant agrees to immediately tell Landlord of any condition of the Apartment that is not in good order or repair. Landlord shall make all necessary repairs to keep the Apartment in a habitable condition.

19. LOCKS: Tenant agrees not to change, remove, rekey or add any locks to the property without first getting written permission from the Landlord.

20. NOTICES: Any notice given by Tenant to Landlord must be in writing and mailed or delivered to Landlord's address. The postmark will determine the time sent.

21. EARLY TERMINATION PROCEDURE: Should it become necessary for Tenant to move prior to the lease ending date Tenant agrees to give Landlord sixty (60) days advance written notice from the first day of the month and a lease termination fee equal to two (2) full months' rent. The fee must be paid at the same time as the written notice is given.

22. LEASE RENEWALS: Tenant is required to return the completed Lease Renewal form no later than thirty (30) days from the date specified on the form. If the Tenant has not received a Lease Renewal form at least ninety (90) days prior to the lease expiration date, it is the Tenant's

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responsibility to contact the Landlord. In the event the Landlord does not receive a completed Lease Renewal form from the Tenant, the Lease may, at the Landlord's sole discretion, be automatically renewed for a term of one (1) year at a rental rate determined by the Landlord. The Landlord reserves the right not to renew the Lease for any reason, provided the Tenant is given at least thirty (30) days' written notice prior to the lease expiration date.

23. HOLDOVERS: Tenant agrees not to stay in the apartment after the lease has ended. If Tenant does stay, two things will occur at the discretion of Landlord, in addition to other remedies Landlord has: (a) immediate action to evict Tenant will begin and (b) Tenant agrees to pay a minimum amount of TWO (2) times one month's rent for any holdover period.

24. ABANDONED PREMISES: The Apartment is considered abandoned if the rent is more than three (3) days past due and Tenant has moved out all or almost all the personal property from the Apartment. When this happens Landlord may enter without liability or obligation of any kind and immediately dispose of all remaining personal property and re-rent the Apartment.

25. ENTRY BY LANDLORD: The LANDLORD can enter the property at reasonable times on (24) twenty-four (24) hours' notice to the tenant. The LANDLORD can enter the property to inspect it; make repairs, alterations or improvements; supply services; or show the property to prospective buyers, lenders, contractors, insurers, or tenants. In case of emergency, the LANDLORD can enter the property at any time without notice to the tenant.

26. SUBORDINATION AND ATTORNMENT: This lease and Tenant's rights are subject and subordinate (inferior) to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the building or the land, (c) agreements securing money paid or to be paid to a lender, and (d) terms, conditions renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. For example, if the building or land is sold in a court proceeding known as "foreclosure," the new owner may cancel this Lease before the Term ends. Tenant must promptly execute any certificate(s) that the Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes the Landlord to sign these certificate(s) for Tenant. A new owner may want Tenant to remain as a tenant under this lease. If the new owner requests, Tenant will sign an agreement recognizing that. This is known as "attornment".

27. CONDEMNATION: "Condemnation" means that a legal authority can take the Apartment, Building or land by paying the Landlord. If all of the Apartment, Building and land is taken, the Term and Tenant's rights shall end when the authority takes title. If any part of the Apartment, Building or land is taken, the Landlord may cancel this Lease on notice to Tenant. The cancellation date will be at least 30 days after the notice. If the Lease is canceled, Tenant must deliver the Apartment to the Landlord on the cancellation date, together with all rent due to that date. The entire payment for any taking belongs to the Landlord. Tenant assigns to the Landlord any interest Tenant may

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have to any part of the payment. Tenant shall not make a claim for the value of the remaining Term, or for Tenant's interest in the Lease.

28. TENANTS WAIVER OF NOTICES: LANDLORD SHALL NOT BE REQUIRED TO GIVE TENANT A NOTICE OF DEFAULT, OR AN OPPORTUNITY TO CORRECT ANY DEFAULT. TENANT ALSO WAIVES THE RIGHT TO RECEIVE A "NOTICE TO QUIT" OR THIS "NOTICE TO VACATE" FROM LANDLORD. MEANS THE LANDLORD IS NOT REQUIRED TO NOTIFY THE TENANT TO REMOVE FROM (LEAVE) THE APARTMENT.

29. NO JURY TRIAL: LANDLORD AND TENANT WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER AGAINST THE OTHER, FOR ANY MATTER CONCERNING THIS LEASE OR THE APARTMENT.

30. LIABILITY: THIS IS A JOINT AND SEVERAL LEASE. THIS MEANS THAT ALL TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL ARE RESPONSIBLE TO THE LANDLORD FOR ALL OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID, LANDLORD CAN SUE ALL OF THE TENANTS (JOINTLY) FOR ANY UNPAID RENT OR, LANDLORD CAN BRING A SUIT AGAINST ANY ONE TENANT SEPARATELY (SEVERALLY) FOR ALL OF THE UNPAID RENT.

31. SEVERABILITY: If a term in this lease is illegal or unenforceable, the rest of this Lease remains in full force.

32. REPRESENTATIONS, CHANGES IN LEASE: Tenant has read this Lease. All promises made by the Landlord are in this lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

Signatures, effective date Landlord and Tenant have signed this lease on the dates shown below. It is effective when Landlord delivers to Tenant a copy signed by all parties.

_____	_____	_____
Tenant Name	Tenant Signature	Date
_____	_____	_____
Tenant Name	Tenant Signature	Date
_____	_____	_____
Landlord Name	Landlord Signature	Date

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