

This document is intended to be a courtesy summary of the FRM-0213b Residential Lease (Lease) and is not intended to be a substitute of the Lease. This is not a legal document, and the tenant should reference the Lease for all legal details.

1. Parties and Premises

- The term Premises includes the building and the outside land associated with the property.

2. Terms

- Failure to give thirty (30) day's notice of termination of lease will result in a reduction of security deposit by the number of days of prorated rent.

3. Rent

- Rent is late 5 days past due date then a late fee of \$25 will be charged on the 6th day and \$5 per day after. The max late fee is \$100, not including any court filing fees.
- Eviction notice will be given on the 3rd week of non-payment.
- There is \$150 administrative charge for the cost of filing an eviction with the court.
- A fee of \$30 will be applied to any dishonored check.

4. Security Deposit

- Cleaning is the most common charge against the deposit. Typical cleaning fee is \$200.
- Any deposit shall be returned to the Tenant no later than thirty (30) days after lease termination.

5. Utility Bills/Service Contracts

- The party responsible for any public utility services shall activate such services within the first 7 days of the Lease. There will be a \$20 charge each month for any utility not switched.

6. Furnishings and Appliances

- Tenant agrees to keep all appliances clean and may not be removed from the Premises.

7. Use of Premises

- Tenant may permit guests to stay on the Premises for up to fourteen (14) days.
- Tenant must notify landlord of any change in occupancy; failure constitutes a Default.
- No hazardous or dangerous activities are permitted on the Premises that may result in an increase of the cost of insurance on the Premises.

8. Pets

- Pets are not allowed, unless written permission is granted by Landlord.
- Each pet is subject to a \$100 one-time non-refundable fee, max 2 pets.

9. Parking

- Automobiles may not be parked on the lawn or walkways.
- Vehicles parked at the Premises must be in working, drivable condition.
- Tenant auto repairs may not take longer than seven (7) days.

10. Surrender of Premises

- The cost of any repairs required will be deducted from the Security Deposit.

11. Check-In Inspection; Check-Out Procedure

- Tenant is to furnish a list of any unacceptable deficiencies at the time of possession.

12. Subletting; Assignment

- Tenant will not sublet the Premises nor assign this Lease, without prior written consent.

13. Tenant's Maintenance and Care of the Premises

- To avoid repeat complaints, the tenant is responsible for the first \$20 of any repair.
- Tenant shall not place any additional locks on the Premises,
- Tenant must keep the Premises free and clear of all debris, garbage, and rubbish.
- Tenant shall not perform repairs without the prior written consent of Landlord.
- Tenant shall be responsible for costs of any plumbing stoppage caused by Tenant.
- Tenant shall notify Landlord of any plumbing leak within twenty-four (24) hours.
- Tenant shall be responsible for any plumbing freeze-ups caused by negligence.
- Pest control after the first fourteen (14) days, shall be the responsibility of the Tenant, except Multi-units.

- If after 14 days Tenant has not cured such yard maintenance issue, Landlord may resolve at tenants cost plus administrative fee of 20%.
- If Tenant is locked out of Premises, there will be a \$40 service charge for re-entry.

14. Landlord's Maintenance of the Premises

- Landlord will carry out all repairs in a reasonable time but will not be liable to Tenant for any inconvenience or claim that the Premises is uninhabitable, except willful misconduct.

15. Default

- Landlord may terminate this Lease and may recover reasonable attorney fees, eviction costs, and/or court costs incurred by enforcing Landlord's rights.

16. Abandonment

- The Premises will be deemed abandoned if Tenant Defaults in Rent payment, and premises appears unoccupied for more than seven (7) days.

17. Re-Entry

- Tenant's personal property may be removed from the Premises and disposed of at Landlord's discretion. Landlord shall not be deemed a bailee of the removed property.

18. Default by Landlord

- In the event of any alleged default, Tenant will deliver a written notice, and Landlord will have thirty (30) days to cure such alleged default.

19. Indemnification; Insurance

- Tenant shall indemnify Landlord from all injury, except for willful misconduct.
- Tenant shall have no right or claim to any insurance or insurance proceeds of Landlord.
- Landlord has no obligation to obtain insurance for Tenants personal property.

20. Holdover

- Tenant must vacate the premises before 11:59 p.m. on the date the Lease expires.

21. Entry by Landlord

- Landlord may enter the premises after giving reasonable notice to Tenant.
- In an emergency, without notice, the landlord or technician may enter the premise.
- Tenant's request for service shall be considered approval for entry.
- If Tenant doesn't allow technician access, a \$100 service charge will be assessed.

22. Subordination

- This Lease is subordinate to all existing and future security interests on property.

23. Lead-Based Paint

- Housing built before 1978 may contain lead-based paint.

24. Landlord's Transfer of Title

- In the event of transfer of ownership, Landlord is released from all obligations.

25. Rental Application

- Landlord will have the right to terminate Lease if application is found to be false.

26. Rules and Regulations

- Additional Rules may be adopted after reasonable notice to Tenant.

27. Miscellaneous

- It is understood that if Tenant leaves personal property within the Premises after move-out or eviction, then Landlord may determine that such property has been abandoned.
- Landlord and tenant each waive any right to trial by jury.
- Any partial payment will be allocated to unpaid rent first. Acceptance of partial payment does not waive Landlord's rights to eviction action.
- Tenant shall have no right to withhold any Rent due Landlord.
- Tenant shall not smoke in the Premises.