**RENTAL AGREEMENT AND RULES**

This Rental Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [month, day, year] between the “Landlord” **BELLA ROSE PROPERTIES LLC, P.O. BOX 534, TEAGUE, TX 75860** and the Renter (s).

**RENTER FULL NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DL/ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SS#: \_\_\_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*BELLA ROSE MAY CONTACT ME VIA EMAIL CONCERNING ANY ISSUES, PROPERTY MAINTENANCE SCHEDULES, COURT PROCEDURES, RENT OR ANY OTHER UNFORESEEN CIRCUMSTANCES AND NOTICES.*

**RENTER FULL NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DL/ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SS#: \_\_\_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*BELLA ROSE MAY CONTACT ME VIA EMAIL CONCERNING ANY ISSUES, PROPERTY MAINTENANCE SCHEDULES, COURT PROCEDURES, RENT OR ANY OTHER UNFORESEEN CIRCUMSTANCES AND NOTICES.*

(the WHEREAS lying and situated in the appropriate county, Texas, such property located at **BELLA ROSE EXTENDED STAY RV PARK, 121 PRIVATE ROAD 476, TEAGUE, TX 75860** having the following description:

 **Lot Rental Address: 121 Private Road 476, Lot # \_\_\_\_\_\_\_, Teague, Tx 75860**

WHEREAS, Landlord and Tenant have together executed an agreement, the subject of which is the aforementioned Property.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby grants to Tenant hereby agree as follows:

1. Rent: Tenant shall pay Landlord the RV lot rent during said term, in monthly payments of **$350.00/$400.00 plus $50 for each additional adult age 18+** on or before the \_\_\_\_\_\_day of each month at managers office on site or mailed via Cashier's Check or Money Order (no cash or personal checks accepted) made payable to **BELLA ROSE PROPERTIES LLC to PO Box 534, Teague, Tx 75860** unless otherwise notified by written notice to you. Basic rental fees are based on 2 adults and 2 children.

**RV: MAKE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MODEL: \_\_\_\_\_\_\_\_\_\_\_\_ YEAR: \_\_\_\_\_\_\_\_\_\_ PLATE: \_\_\_\_\_\_\_\_\_\_\_\_\_**

 **VIN#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AMPAGE: \_\_\_\_\_\_\_\_\_\_\_**

2. Utilities and Services: Lot rental includes the following utilities: water, electricity, garbage (strict rules applied), **Router Name WIN\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Wifi Password: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** dog area, laundry room for paid tenants only (if applicable) and two (2) parking spots. Additional parking spots are available at $25.00 per month at location designated by Bella Rose Properties LLC.

(initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Landlord does not warrant the quality or adequacy of the utilities or services specified above, nor does Landlord warrant that any of the utilities or services specified above will be free from interruption caused by weather, repairs, improvements, or alterations of the building or the premises or any of the equipment and facilities of the building, any labor controversy, or any other causes of any kind beyond Landlord's reasonable control. Any such interruption--and any other inability on Landlord's part to fulfill Landlord's Agreement obligations resulting from any such cause--will not be considered an eviction or disturbance of Tenant's use and possession of the premises, or render Landlord liable to Tenant for damages, or relieve Tenant from performing Tenant's Agreement obligations. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**Be mindful of utility usage.** This enables Bella Rose Properties LLC to keep the lot rent affordable for all residents. If you have a water leak, toilet running, electrical usage when not needed these all cost more money. Therefore, please maintain the property described above immediately and notify the park if you believe the issue requires further intervention. The city, county and state at times have issued utility restrictions. When this occurs please respect the laws and ordinances by abiding by them. Failure to comply with these guidelines will result in an eviction notice. Keeping your heat, a/c, tv, computers and other items running when you are not home is neither economical or helpful for the environment. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

3. Parking: Each rental area is given 2 parking spots. There is no parking on grass or across the lawns. There is additional parking for visitors in the designated area. If you need an additional parking space it is $25 extra per month per extra vehicle.

**VEHICLE 1: MAKE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MODEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ YEAR: \_\_\_\_\_\_\_\_\_ PLATE: \_\_\_\_\_\_\_\_\_\_\_**

**VEHICLE 2: MAKE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MODEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ YEAR: \_\_\_\_\_\_\_\_\_ PLATE: \_\_\_\_\_\_\_\_\_\_\_**

**VEHICLE 3: MAKE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MODEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ YEAR: \_\_\_\_\_\_\_\_\_ PLATE: \_\_\_\_\_\_\_\_\_\_\_**

4. Tenant further agrees that:

 a) Condition of Premises: Upon the expiration of the Agreement it shall return possession of the premises in its present condition, reasonable wear and tear. The Tenant must maintain rental insurance covering personal belongings and property described above being purchased (copy must be given to Bella Rose Properties LLC within **10 days** of the signing of this document. **Tenant shall commit no waste to the premises and must be clean and maintained at all times.** All, fencing, porches, storage units MUST be pre-approved by Bella Properties LLC prior to install. Request must be made in writing along with a picture, diagram, size, color and so forth when submitting said request. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 b) Assignment or Subletting: Tenant **shall not** assign or sublet said premises or allow any other person to occupy the leased premises without Landlord's prior written consent and renter information sheet completed.

(initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 c) Alterations: Tenant shall not make any material or structural alterations to the premises without Landlord's prior written consent and approval. If your key is lost please contact park management for another key at the cost of $10. Any damage caused in or around the tenants’ property is solely the responsibility of the tenant and therefore Bella Rose strongly encourages all tenants to maintain their rental insurance to cover any and all damages done to or on and around their property. Bella Rose is not responsible for any damages due to the tenant failing to follow the park rules. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 d) Compliance with Law: Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of said premises. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

e) Tenant’s Conduct: Tenant, guest and/or pets shall not conduct on premises any activity deemed illegal, hazardous, a nuisance such as loud music, barking dogs, fireworks or requiring an increase in insurance premiums on Bella Rose or the tenant. Tenants are fully responsible legally and civilly for any damages, theft or any other issues committed by guest, animals and/or themselves and MUST maintain a clean and well maintained property. These actions could terminate your rental agreement with the park and possible eviction. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 f) Pets $120 non-refundable pet fee required (if applicable): Tenant is allowed no more than 2 pets on the premises at any time and must meet the park guidelines for approval, maintain and clean up after animals. Pets must have current shot records and be tagged at all times. If pets are outside of a fenced area they MUST be on a leash, this includes cats. Please be mindful of your neighbors allergies, fears and need for a quiet peaceful home. It is the pet owner’s responsibility to keep property inside and out clear of fleas, ticks, feces and any other debris. If the tenant would like to put up a personal fence for pets, then the tenant is further responsible for the upkeep in and around their property. All fencing and storage must be pre-approved prior to instillation. A $25 fee will be charged if tenant fails to comply with any portion of this rule and requires Bella Rose to step in to keep the property in compliance to code within the park rule, city, county and state laws. PET NAMES AND BREED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

g) Cleaning Fee $125 non-refundable cleaning fee (if applicable): This is required for all RV’s, Cabins and Mobile Homes owned by Bella Rose. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

g) Home Businesses: Working from home is allowed, however you will need to provide your own private wifi through a RV wifi service (no big standing satelite dishes) no production of any products or customers are permitted on the premises. This includes in-home childcare. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

h) Mailing Address: Bella Rose **strongly suggest** that the Tenant rent a PO BOX in order to keep their privacy. Bella Rose will not be responsible for any mail lost, stolen, destroyed or not delivered to the Tenant. Any mail that is received at the physical address would be left in the office and it will be the Tenants’ responsibility to pick up their mail Monday – Friday from 10am – 6pm and on Saturday from 10am – 2pm (unless otherwise noted due to weather, vacations or holidays) (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 i) Right of Termination and Re-Entry: In the event of any breach of the payment of rent or any other allowed charge, or other breach, Landlord shall have full rights to terminate this agreement in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

j) Speed Limit: The speed limit is no more than **10mph** from the moment you turn onto the property at the main road in front of the school. We have wonderful residents that love to walk their pets, their children and grandchildren and we want them to do so safely. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

k) Late Fees: $25.00 will be charged on the 6th day and $5.00 per day thereafter. The late fee will be paid first, then the rent. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

l) Eviction Notice: A notice to vacate will be delivered on the 6th day giving Tenant 10 days notice to vacate the property and to pay the property described in full. At anytime prior to the judgment the Tenant may pay all late fees, court fees and rent up to the date to stop the eviction process and the Landlord may choose to continue the agreement. However, please keep in mind that does not include a breach of any other agreement implied herewith. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

4. The Tenant must deliver to the Landlord written notice **10 days prior** of the intent to move. Final payment must be in the form of a cashier's check or money order (no cash accepted). In addition, the written notice must specify a valid vacate date. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

5. REMEDIES UPON DEFAULT. If Tenant defaults under this Agreement, then in addition to any other remedies available to Landlord at law or in equity, Landlord may terminate this agreement. If terminated, the Tenant **SHALL NOT**  receive any refund of any monies paid towards rent or fees. The Tenant must comply with all terms and conditions of the Agreement. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

6. ACKNOWLEDGMENTS. The parties are executing this Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The parties have the right and are encouraged to get advice from an attorney of their respective choice, if so desired, prior to signing this Agreement. **Please be advised you have 3 days to back out of this signed agreement**. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

7. GOVERNING LAW AND VENUE. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas. The parties further agree that the venue for any and all disputes related to this agreement shall be Freestone County, Texas. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

8. OPTION TO PURCHASE CONTROLLING. In the event a conflict arises concerning the terms and conditions of the Agreement then the parties should always communicate in writing, email, text, mail, handed or posted to the other party. (initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

9. ENTIRE AGREEMENT; MODIFICATION. This document sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

Pet Fee Non-Refundable: $125.00 paid: \_\_\_\_\_\_\_\_\_\_\_ or N/A

Cleaning Fee Non-Refundable: $125.00 paid: \_\_\_\_\_\_\_\_\_\_\_ or N/A

PRORATED RENT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if applicable)

RENT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_ Adults) (\_\_\_\_ Children)

ADDITIONAL RESIDENTS: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_ x $50 each)

ADDITIONAL PARKING: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_ x $25 each) located in designated area.

Washer/Dryer: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Storage: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOTAL RENT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DUE BY THE \_\_\_\_\_\_ OF EACH WEEK or MONTH**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**Furthermore I (we) would like the following beneficiary to receive all belongings and the opportunity to pay any remaining balance, if any owed on the property stated above at the time of death or incapacitation. (The Beneficiary must appear with a photo ID along with the Emergency Contact Person to pick up any all property owned by Tenant).**

**NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DL/ID: \_\_\_\_\_\_ SS#: \_\_\_\_\_\_ D.O.B.: \_\_\_\_\_\_\_\_\_\_\_**

**MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHYSICAL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONTACT NUMBERS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**IN CASE OF EMERGENCY:**

**NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHOTO IDENTIFICATION WILL BE REQUIRED TO RELEASE ANY AND ALL TENANT PROPERTY. THIS PERSON MUST ACCOMPANY THE BENEFICIARY IN ORDER TO RELEASE SAID ITEMS. THIS PERSON WOULD BE CALLED IN THE EVENT THAT YOU ARE UNABLE DUE TO HOSPITALIZATION, ARREST, DEATH AND ANY OTHER UNFORESEEN EVENT THAT MAY CAUSE YOU NOT TO TAKE CARE AND/OR REMOVE YOUR BELONGINGS.**

**MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHYSICAL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONTACT NUMBERS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**ALL TENANTS NAMES AND DATE OF BIRTH (THIS MUST ALSO INCLUDE ANY MINOR CHILDREN LIVING EITHER FULL OR PART-TIME ON THE PREMISES).**

**FULL NAME DOB DL SS#**

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**
2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**
3. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**
4. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**
5. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

TENANT:

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SERVICE MEMBERS: \_\_\_\_\_ I AM SUBJECT TO THE SERVICE MEMBERS RELIEF ACT

 \_\_\_\_\_ I AM NOT SUBJECT TO THE SERVICE MEMBERS RELIEF ACT

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SERVICE MEMBERS: \_\_\_\_\_ I AM SUBJECT TO THE SERVICE MEMBERS RELIEF ACT

 \_\_\_\_\_ I AM NOT SUBJECT TO THE SERVICE MEMBERS RELIEF ACT

Manager Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_