

LEASE AGREEMENT

Oak View Apartments

*The owner of the above Apartment Property, acting by and through its Managing Agent, Baco Realty Corporation, (hereinafter "Management"), in consideration of and subject to the terms, conditions and covenants contained in this lease agreement, hereby leases unto _____ Resident hereby leases from the owner Apartment #_____(hereinafter the "Premises") in the Apartment Property known as **Oak View Apartments** located at **1249 Hampshire Pk. Columbia, Tn. 38401** (hereinafter the "Property").*

1. (a) Term. This lease shall be for a term () Months which term shall commence on the ___ day of _____ at **12:00 am** and shall terminate at midnight on the _____ day of _____.

(b) Notice of Termination or Non-Renewal Unless otherwise prohibited by applicable state law and, if Resident and Management mutually agree, the Resident may terminate this agreement before the expiration of the original term by:

- (1) giving management at least _____; AND
- (2) paying all monies due through date of termination, AND
- (3) paying a Lease Termination Fee of \$_____ such amount being paid by Resident as additional consideration to Management in return for the relinquishment and release by Management of any claim it might have against Resident for the balance of the rent due under the lease.

(4) In addition, all Resident's security deposit shall become the unconditional property of Management, if not prohibited under law, not as penalty but as damages.

The foregoing shall not relieve resident of his/her responsibilities and obligations regarding any damage to the Premises.

2. Rent. Resident shall pay to Management the sum of **(\$0.00)** per month payable in advance on or before the 1st every month during the term of the lease, such sum to be made payable to **Oak View Apartments** at the above office address or at such other address as Management shall designate in writing to Resident; provided, that if Resident's lease term begins on a day other than the 1st day of the month, Resident shall pay the appropriate proration upon the execution of this lease and a full month's rent for the succeeding months. Partial payments of rent, other than said monthly installments, are not accepted as payments of rent. All rentals due hereunder shall be due and payable in full, without deduction or setoff or any nature whatsoever. All rent shall be paid in legal tender of the United States. Resident shall pay Management a late charge of ___% **(.00)** of the market rent for each monthly rental payment paid after the 5th day of the month and shall pay a service charge of **(\$0.00)** per each returned check given to Management in payment of rent. After one (1) returned check, Management will accept only money orders. Acceptance of a late rent payment by Management is not a waiver of Management's rights to declare a default in the event a resident makes a subsequent late payment of rent.

Resident understands, acknowledges and agrees that should any rental remain unpaid after the fifth day of any month management can, at its option, commence a detainer proceeding in a court of competent jurisdiction to obtain possession of the premises, to recover any sum due from resident and to obtain any other legally appropriate relief. **Resident also agrees, acknowledges and understands that Management shall have the option to initiate the detainer proceeding referred to above after the fifth day of any month in which any portion of any rental or other charge owing to management, without giving or delivering to resident any notice of nonpayment of rent, and notice of termination of the tenancy or any other notice of any other kind otherwise required prior to the initiation of such detainer proceeding. Any and all such notices being specifically and hereby expressly waived by resident.**

3. (a) **Security Deposit.** In addition to the first monthly rental payment, Resident has this date deposited with Management the sum of _____ (**\$0.00**), the receipt of which is hereby acknowledged, as security to management for the performance by Resident of certain obligations and undertakings required of Resident under this lease. In addition to the retention of Resident's security deposit as specified in this Lease, part or all of Resident's security deposit may become the unconditional property of Management if Management, either as required by law or by election, shall pay or be liable to pay any sum or sums, perform any act or thing on behalf of Resident, or make good any default of Resident, to any party or parties. The Security Deposit will be deposited by Management in an account used only for that purpose, in any bank or other lending institution subject to regulation by the State of Tennessee or any agency of the United States government. Resident hereby acknowledges that Resident has been informed that the location of the Security Deposit is _____.

(b) **Return of Security Deposit.** Upon the termination of the Resident's residency, absent any default or violation of the provisions of this Lease which allow Management to retain all or part of Resident's security deposit, Management shall refund Resident's security deposit in accordance with applicable state and local laws. Resident shall not apply the Security Deposit in payment of any month's rent, including the last month's rent, unless the Resident has obtained prior written consent from Management. Under the Tennessee Uniform Residential Landlord and Tenant Act, within ten (10) business days of the termination of occupancy, the Resident has a right to schedule a mutual inspection of the premises during management's normal operating hours. Prior to management being able to complete any repairs or clean up the premises, Management is required to compile a comprehensive list of all damage to the unit which will be the basis of any charge against the security deposit, as well as an estimate of the cost to repair. According to law, the resident has the opportunity to verify the accuracy of that list and the resident should sign the list, indicating its accuracy. If the resident disputes an item of damages, that dispute must be made in writing on the list compiled by management and signed by the resident. If the resident does not contact management prior to vacating or chooses not to schedule a mutual inspection, the list of damages prepared by Management should be mailed to the resident's last-known mailing address. After mailing the list of damages along with the estimated cost of repair, Management is allowed to repair the premises for new occupancy. In the absence of any state or local laws regarding the return of security deposits, and, upon the above conditions being met, Management shall refund Resident's security deposit within thirty (30) days of the date of termination of residency. Also, in the absence of any state or local laws, if Resident gives Management an incorrect or incomplete forwarding address, or if Resident does not give Management a forwarding address, and Management is unable, after reasonable investigation, to determine Resident's new mailing address within sixty (60) days from the date of termination of residency, the security deposit shall become the unconditional property of Management.

4. **Conduct** - Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of premises, commit waste or nuisance, annoy, molest or interfere with any other resident or neighbor. Any such action may result in the immediate termination of this agreement as provided herein by law. State law prohibits persons under the age of 21 to possess or use alcoholic beverages. It also is a violation of state law to furnish alcoholic beverages to anyone under the age of 21. Possession of an open container of any alcoholic beverage or consumption of alcoholic beverage is prohibited in any common area located on the property and or in the parking lot. In the event that Management, Security Patrol Company or Local Law Enforcement are called out to your apartment for repeated offenses, excessive noise, large parties, acts of violence or public intoxication, you may be charged a 1st offense charge of \$250.00 and an additional \$250.00 for each occurrence thereafter. Management may also opt to take action to terminate your Lease Agreement as provided herein by law.

5. **Pets. (NO PETS OR VISITING PETS ARE ALLOWED)** If Resident owns a pet animal which will be kept on the Premises, Resident shall obtain the written consent of Management with respect thereto. Any damages incurred to the Premises above and beyond such amount shall be charged to Resident. In the event Resident's pet becomes a nuisance to Management or to other residents, Management may, in its sole discretion require the pet to be removed from the Premises. Failure of Resident to remove the pet from the Premises following two (3) days notice from management shall constitute a default of this Lease by Resident. If pets are on the premises without prior written consent of Management the Resident is in default under the terms of the Lease and a 14 day notice of conditional termination will be issued.

6. **Occupancy and Use of Premises.** The Premises shall be used only for residential purposes and shall be occupied only by the persons named in Resident's Application to Lease. Any change in occupancy must be approved by Management in Writing. Residents, authorized occupants, and guests shall not permit said Premises to be used for any purpose that will injure or damage the reputation of the building or the apartment property of which they are a part. Residents, authorized occupants, and guests will not use or keep in said Premises anything which would in any way adversely affect the terms and condition of the owner's fire insurance coverage. Residents, authorized occupants, and guests shall not at any time whatsoever do any act or thing to cause a disturbance or interference with the rights of or the quiet and peaceful enjoyment of the other residents. Residents, authorized occupants, and guests shall abide by and strictly conform to all rules issued and posted by Management from time to time.

Such rules shall be posted by Management in a conspicuous place on said Property and may be changed from time to time if such change is necessary in the opinion of Management. The failure of Management to insist upon strict performance of any such rules shall not be construed as a waiver of any of Management's legal or equitable rights or remedies, nor be deemed a waiver of any Subsequent breach or default by Resident. In the event of a conflict between the rules and the terms of this Lease, this Lease shall control.

7. **Maintenance of Premises**

(a) **Original Condition.** The leased Premises and the fixtures contained therein shall be deemed to be clean and acceptable, and in good repair and operative, unless otherwise reported to Management, on the move-in inspection sheet, within forty-eight (48) hours of the commencement of this lease term.

(b) **Cleanliness.** Resident shall keep said Premises and fixtures contained therein, in a clean and habitable condition, and upon vacating shall leave same in the condition existing at the commencement of this lease, or pay Management for the cost of restoring said Premises and fixtures to their original condition, ordinary wear and tear resulting from careful usage excepted. Management may satisfy this obligation of Resident wholly or in part by retaining Resident's security deposit upon the termination of this Lease. If the costs under this paragraph are less than Resident's security deposit. Management shall refund the balance to Resident in accordance with Paragraph (3)b provided that all other obligations of Resident hereunder have been satisfied.

(c) **Repairs.** Management shall make all necessary repairs to the roof, ceiling, walls, floors, exterior windows and exterior doors of the building containing the Premises. Management shall be responsible for the maintenance of and the repair of building equipment, such as plumbing, heating, air conditioning and similar equipment, so as to insure their proper operation during the term of the Lease. Subject to delays beyond management's control, Management will make necessary repairs to Premises with reasonable promptness after receipt of written notice from Resident. Otherwise, Residents, authorized occupants, and guests shall be responsible for keeping and maintaining said Premises in as good repair as the same are in at the commencement of this Lease, ordinary wear resulting from careful usage excepted. The cost of service to any fixture or of repairing any damage resulting from Residents, authorized occupants, and guest's misuse or abuse of any fixture or portion of the Premises shall be paid by Resident upon demand by Management and shall be payable within 48 hours of notification of monies due. Failure to pay such monies within 48 hours of notification will be deemed a default under the terms of the lease.

(d) **Alterations.** Any alteration, addition or improvement made by the Resident shall, at Management's option, become the property of Management upon the expiration or sooner termination of this lease; provided, however, that Management shall have the right to require Resident to remove such alterations, additions, or improvements at the Resident's cost upon such termination of this lease and return the leased premises to the condition in which the Premises were delivered to Resident. Any such permitted alteration, addition or improvement shall be made at Resident's sole cost and expense, and Resident shall promptly pay all charges and costs incurred in connection therewith and shall not permit the Leased Premises to become encumbered with any lien of any nature whatsoever.

(e) **Waste.** Resident shall not waste utilities furnished by Management nor use utilities or fixtures for any improper or unauthorized purpose.

8. **Utilities and Facilities to be Supplied by Management.** Management shall furnish the following utilities and facilities at no extra charge to Resident.

- (a) Range, Microwave
- (b) Refrigerator; Dishwasher
- (c) Pest Control;
- (d)

All other utilities and facilities desired by Resident shall be the sole responsibility of the Resident. **“Unpaid utilities shall be deemed additional unpaid rent and cause for termination of tenancy.”**

9. **Liability Disclaimed.**

(a) Management and the owner of the Apartment Property shall not be liable or responsible for any damage done or occasioned by or from the bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon, or about said building or Premises, nor for any damage caused by fire not caused by the negligence of Management, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, walls, or otherwise, or for any damage arising from acts or neglect of Resident, other occupants of the Property or their guests, or any other parties. **All personal property of Resident kept on or within the Premises shall be kept there at the risk of Resident only, and Management shall be not be liable for any damage caused thereto or for the theft or other loss thereof. Resident shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the Premises and all contents therein.**

(b) **Notwithstanding anything to the contrary contained in this Lease Agreement, Resident and Management agree that Management shall not be personally liable under this Lease and has executed this Lease solely in its capacity as managing agent for the owner of the Property.**

10. **Indemnity and Release of Liability.** Management shall not be responsible or liable to Resident for any personal injury of or to Resident, Resident’s family, guests, invitees, agents or employees or to any person entering the Leased Premises or the Property, or for loss of or damage to any of the Resident’s property resulting from any failure on the part of Management to perform maintenance or repairs to the Leased Premises: or resulting from any bursting, stoppage or leaking of water, gas, sewer or steam pipes, except where such injury or damage is the result of willful misconduct of Management, its agents, servants or employees. Anything to the contrary contained in this Lease notwithstanding, the failure of Resident to give the notice as required herein shall bar Resident from any recovery against Management for any personal injury to Resident or for the loss of or damage to any of the property of Resident of any kind or of any nature arising out of or resulting from any item of which Resident is required to give Management notice. Resident agrees to indemnify Management against and to hold Management harmless from any and all claims, demands and/or causes of action of any kind and of any nature and from and against all costs and expenses incurred by Management in connection therewith, including, without limitation, reasonable attorney’s fees, for injury to or the death of or for damage to or the loss of property of Resident, Resident’s family, any guest, licensee or invitee of Resident occurring within, upon or about the Leased Premises.

11. **Management’s Right of Access.** Management and Management’s agents shall have the right at all reasonable times with reasonable notice during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the premises and any improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Management for the preservation of the Premises. In case of emergency, Management and his agents may enter the Premises at any time without Resident’s consent. Emergency shall mean a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention. Management and its agents shall further have the right to exhibit the Premises and to display the usual “for rent” or “vacancy” signs on the Premises at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Lease or to any restrictions, rules or regulations affecting the Premises. For the purposes of this paragraph, Resident agrees to notify Management of any anticipated extended absence in excess of seven (7) days on or before the first day of the extended absence. During said absence, Management is specifically authorized to enter the Premises at all times reasonably necessary. If Resident willfully fails to give notice of extended absence, Management may recover actual damages from Resident. Management shall have, at all times,

the right to place on the Premises signs advertising the sale of the Premises or Property in the event Management is attempting to sell the Property.

12. **Sublease or Assignment.** Resident shall not assign or sublet the leased Premises, or any part thereof, without the written consent of Management. Resident's assignment or subletting of the Leased Premises will be considered an event of default under the terms of this Lease.

13. **Termination or Renewal.** In the event Resident desires to renew the term of this Lease for an additional like term. Resident shall deliver to Management written notice of the desire to renew this Lease sixty (60) days before the expiration of the initial term of this Lease. Within five (5) days of receipt by Management of such notice, Management shall give written notice to Resident either that Management consents to the renewal of this Lease for an additional like term or that Management does not consent to such renewal. In the event that Resident shall end his/her occupancy of the Premises on the expiration date of this Lease or desires to become a month-to-month Resident, the Resident must give Management written notice of such intent at least 60 days prior to the expiration date of this lease.

If neither party gives the other party any written notice as provided hereunder, and Resident does not vacate the Premises on or before termination date of this Lease, then upon the termination of this Lease, Resident shall thereafter be deemed as occupying the Premises in a month-to-month residency in which case either party may terminate this Lease by giving the other party thirty (30) days written notice prior to such termination. In the event that Resident does not comply with the notice requirements hereunder, all or a portion of Resident's security deposit shall become the unconditional property of Management, if not prohibited by law. In addition, Management may exercise any other rights or remedies accorded it under the terms of the Lease or by law upon such termination.

14. **Hold Over.** Resident shall remove all of Resident's property and deliver possession of the Leased Premises in a clean condition and good order and repair to Management upon termination or expiration of this agreement. In the event the Resident fails to vacate the Leased Premises after termination, non-renewal or expiration of this rental agreement, then Resident shall pay Management an amount equal to three times the existing rental rate, prorated by the day for each day held over and beyond the termination or expiration of this agreement in addition to the other damages provided for under this agreement. After termination or expiration of this agreement, Resident shall be deemed to be a tenant at will and is subject to immediate eviction processing without further notice.

15. **Destruction of Premises by Casualty.** In the event the Premises is rendered uninhabitable by reason of fire, explosion, hurricane or other casualty, Management, at its option may either repair the Premises to make the same habitable within ninety (90) days thereafter, or may, at its option, terminate this Lease. In the event of such termination, Management shall give Resident thirty (30) days notice in writing, whereupon this Lease shall be terminated in accordance with such notice. Management shall be not be liable for any injury or damage to persons or property caused by such casualty.

16. **Events of Default.** The occurrence of any of the following acts or events, shall constitute events of default under this Lease (herein referred to as "Default"):

A. Delinquency in the punctual payment of any rent payable under this Lease when such rent shall become payable, for a period of five (5) days;

B. Except as provided in subparagraph E of Paragraph 15, failure by Resident in the performance of or compliance with any of the terms, conditions, covenants and obligations of this Lease (other than the covenant for the payment of rent) and obligations of Resident under the Uniform Residential Landlord and Tenant Act as adopted in Tennessee, and if such default is curable and is not cured within 14 days after written notice thereof given by Management to the Resident;

C. Filing by the Resident in any Court pursuant to any statute, either of the United States or of any State, or a petition in bankruptcy or insolvency, or for the appointment of a receiver or trustee of all or a portion of the Resident's property, or an assignment by the Resident for the benefit of Creditors; or

D. If Resident or any person on the Leased Premises or Property with Resident's consent willfully or intentionally commits a violent act or behaves in a manner that constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other residents or persons on the premises or property.

17. **Rights of Management Upon Default.** The occurrence of any of the events of default as listed in Paragraph 16 (Events of Default) shall give the Management the following remedies:

A. Upon the Resident's failure to pay rent, Management shall have the right to terminate this Lease **WITHOUT THE NECESSITY OF DEMAND OR NOTICE, WHICH IS HEREBY EXPRESSLY WAIVED BY RESIDENT** and Resident agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and any other sums due hereunder and leaving the leased premises in good order and repair. In the event Resident should refuse to surrender the Leased Premises or upon surrender fail or refuse to pay the required rent and other sum due, then Management shall be entitled to recover from Resident possession, rent and damages by bringing an action in any court of competent jurisdiction. Management shall also have the right, without terminating this Lease, to enter the Leased Premises on surrender by Resident or appropriate court order, in an attempt to re-let the same upon terms and conditions then obtainable by Management, and if a sufficient sum shall not be realized from any such re-letting to satisfy the Resident's obligations hereunder after paying all expenses incidental thereto, Resident shall satisfy such deficiency upon demand of Management.

B. Upon occurrence of any of the events of default listed in subparagraph B and C of Paragraph 16 (Events of Default), Management shall have the option and right to terminate this Lease at the end of fourteen (14) days written notice to the Resident specifying the specific default. If the default is curable, Resident shall be given fourteen (14) days to remedy that default after receiving said written notice, upon terms satisfactory to Management. If the default is not cured, the Lease shall terminate in accordance with the terms of the written notice. At the expiration of the fourteen (14) day period and without remedy of the default by the Resident within the time specified, the Resident shall peaceably surrender the leased premises to Management and vacate said premises paying the required rent and any other sums due hereunder and leaving said premises in good order and repair. Should Resident fail or refuse to surrender said premises, pay the required rent or other sums due hereunder, then Management shall be entitled to recover from Resident immediate possession, rent and damages by bringing an action in any court of competent jurisdiction.

C. Upon the occurrence of any event of default described in Paragraph 16 D (Events of Default), this Lease shall terminate within three (3) days from the date written notice specifying the violation has been delivered by Management to Resident.

D. In addition to the rights and remedies afforded Management under the terms of this paragraph, Management is specifically authorized to pursue any and all rights, which it may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted in the State of Tennessee and all amendments, changes and modifications thereto.

E. The specific remedies to which the Management may resort under the terms of this paragraph are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Management may be lawfully entitled in case of any default.

18. **Attorney's Fees.** In the event Management retains an attorney for the collection of rent or damages or to enforce or defend any provision of this Lease, Resident agrees to pay, in addition to Resident's other obligations hereunder, all expenses incurred by Management, including court and appellate costs, attorney's fees and all other costs of collection.

19. **Abandonment.** The Leased Premises will be considered abandoned if the Resident is gone and said absence is unexplained for a period of thirty (30) days or more without payment of rent. In said circumstance, Management can re-enter and re take possession of the premises. In addition, the Premises may also be considered abandoned if Resident does not pay rent for fifteen (15) days past the rental due date and there are reasonable factual circumstances indicating the Resident has permanently vacated the Premises. Under these circumstances, Management shall post a notice and send said notice via certified

mail to the Resident's last known address advising Resident that Management believes Resident has vacated, that Management intends to retake possession unless contacted by Resident within ten (10) days and that, if Resident does not contact Management within ten (10) days, the Management may seek to remove all possessions and re-enter the Premises.

20. **Resident's Personal Property.** All personal property owned by Resident on the Premises shall be at sole risk of Resident only, and Management shall not be liable in any manner for any loss, injury or damage to Resident's property from acts of theft, burglary or vandalism committed by either identified or unidentified individuals. Management is not responsible for and will not provide fire or casualty insurance to insure Resident's personal property. **Management requires Resident to secure Renter's Insurance to insure Resident's personal property.**

21. **Management/Owner's Insurance.** **NEITHER MANAGEMENT'S NOR OWNER'S INSURANCE IS INTENDED TO PROVIDE COVERAGE TO RESIDENT. RESIDENT IS NOT A CO-INSURED, AN IMPLIED CO-INSURED, A BENEFICIARY OR AN IMPLIED BENEFICIARY UNDER ANY INSURANCE POLICY PROCURED BY OWNER AND/OR MANAGEMENT.**

22. **Rules.** Resident, and Resident's invitees and authorized occupants of the Leased Premises, shall observe faithfully and comply strictly with the rules and regulations established by Management, or as may be hereafter from time to time established. Upon a violation by Resident, Resident's invitees, guests or licensee, or other authorized occupants of the Leased Premises of any such rules and regulations, Management, at Management's option may deem Resident in Default of this Lease and may pursue all remedies provided herein or otherwise available to Management at law or in equity.

23. **Application.** Resident's application is a part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Resident may void this Lease, at option of Management.

24. **Waiver.** The failure of Management to insist upon the prompt and strict performance of any term or condition of this Lease or to exercise any right or remedy available to Management upon any breach hereof, Default hereunder or event of default shall not constitute a waiver of any such breach, Default or event of default or of any subsequent breach, Default or event of default, and no acceptance of payments of rental or partial payments of rental during the continuance of any such breach, Default or event of default shall constitute a waiver thereof. No breach, Default or event of default by Resident shall be deemed waived by Management unless such waiver shall be in writing, signed by Management, and then only to the extent therein specified. No waiver of any such breach, Default or event of default shall affect or alter any term or condition of this Lease, and each such term or condition shall continue in full force and effect with respect to any other then-existing or subsequent breach, Default or event of default hereunder by Resident. **All rent paid by Resident after Management learning of Resident's breach of the Lease is accepted under a full reservation of rights.**

25. **Governing Law.** This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Tennessee.

26. **General Covenants.**

(a) All promises, covenants and agreements set forth in this Lease shall bind, apply and inure to the benefit of Management and Resident and each of their respective heirs, successors, assigns and administrators. In the event of the sale or transfer of the Property, the current owner shall be released from the obligations of this Lease and the remedies of Resident shall be solely against the person, or entity succeeding to the rights of the current owner of the Property.

(b) The sidewalks, entryways, passages, hallways, doors and stairways shall not be obstructed by Resident, nor used by him/her for any other purpose than ingress and egress to and from his/her Premises.

(c) Resident shall not, without the written consent of Management, in any way change or add any additional lock (s) to the locks existing when Resident takes possession of the Premises.

27. **Notices.** Any notices or demands from **Management to Resident** may be given by first-class mail, hand-delivered to the Premises or by electronic mail. Any notices or demands from **Resident to Management** shall be given to Management via certified mail or hand-delivered at the address shown herein for payment of rent.

28. **Entire Agreement.** This Lease, together with leasing application and any rules and regulations which are incorporated therein by reference, constitute the Lease documents and contain the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease. All prior understandings, terms or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented except by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

29. **Severability of Provisions.** In the event any provision or portion of any provision of this Lease is declared unenforceable or invalid by any Court or administrative body having competent jurisdiction, the remaining provisions of this Lease shall be deemed enforceable and shall remain in full force and effect.

30. **Acknowledgement and Release.** The premise(s) is (are) equipped with a smoke detection device(s). Resident hereby states that he/she has inspected the Premises and has determined to his/her satisfaction that the smoke detectors, door locks, and latches, window locks and latches, and any other security devices within the apartment are adequate and in proper working order. Resident shall perform the manufacturer's recommended test, at least once a week, to determine if the smoke detector(s) is (are) operating properly.

Initial **ONLY IF BATTERY OPERATED:** _____
By initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery operated unit and it shall be each Resident's responsibility to:
ensure that the battery is in operating condition at all times;
replace the battery as needed (unless otherwise provided by law); and
if, after replacing the battery, the smoke detector(s) do not work, inform the Owner or Agent immediately
Resident must inform the Owner or Agent immediately in writing of any defect, malfunction or failure of any detector(s). In accordance with the law, Resident shall allow Owner or Agent access to the premises for that purpose.

Any comments or remarks made by Resident with respect to the security devices are contained on the Move In Condition form signed by Resident. Resident understands and acknowledges that the Move In Condition form is not a written request to Management to repair any device. If such repair is needed, Resident agrees to promptly inform Management in writing. Resident acknowledges that Management is under no obligation or duty to inspect, test, or repair any security device unless and until Management has received written notice from Resident to do so.

Resident acknowledges that Management may engage a company to provide a periodic patrol and inspection service for the apartment and for the Property. If so, Resident understands and agrees that Management may alter or cancel the patrol and inspection service without the knowledge or consent of Resident. Furthermore, Resident understands and agrees that Management has no obligation or liability for the acts or omissions, whether negligent or intentional, of any agent or employee of any patrol company which might be retained by Management.

Resident acknowledges that Management, and the owner of the Property, are not insurers. Resident further acknowledges that neither Management nor the owner of the Property, nor their agents or representatives, guarantee, warrant or assure personal security of Resident. Resident further acknowledges and understands that Resident's personal safety and security is primarily his/her responsibility. In particular, Resident recognizes that Resident is in the best position to determine and foresee risks of loss and to protect

himself/herself and his/her property against such losses. Resident recognizes that Management's efforts are voluntary and not obligatory and are done in an effort to reduce the occurrence of crime to all residents. RESIDENT AGREES THAT THE FURNISHING OF SAFETY DEVICES AND PATROL SERVICE (IF APPLICABLE) SHOULD NOT CONSTITUTE A GUARANTEE OR WARRANTY OF THEIR EFFECTIVENESS OR IMPOSE ANY OBLIGATION TO CONTINUE THEM, EXCEPT AS MAY BE REQUIRED BY APPLICABLE STATE LAWS. RESIDENT FURTHER RELEASES AND HOLDS HARMLESS MANAGEMENT, THE OWNER AND THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, OWNERS, PARTNERS, EMPLOYERS, AND REPRESENTATIVES FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH IN ANY WAY RELATED EITHER TO RESIDENT'S RELIANCE ON ANY OF THE SAFETY DEVICES AND PATROL SERVICE MENTIONED ABOVE, OR TO ANY DEFECT, MALFUNCTION OR INADEQUACY THEREOF.

31. **Radon Notification.** We are required by applicable state law to give the following notification to you: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in several states. Additional information regarding radon and radon testing may be obtained from your county public health unit."

32. **Mold Notification:** It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent and the Resident have inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that the Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

Resident agrees to keep the unit free of dirt and debris that can harbor mold.

Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes

Resident agrees to notify Owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.

Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.

Resident agrees to either vacate the unit or to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.

Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.

Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.

Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.

Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)

Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the resident.

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

33. **DRUG-FREE HOUSING.**

The Resident, any member of the resident's household, or guest or other person under the Resident's control shall not engage in or facilitate criminal activity on or near the Community, including but not limited to violent criminal activity or drug-related criminal activity.

The Resident or any member of the Resident's household shall not permit the dwelling unit to be used for, or to facilitate, criminal activity, including but not limited to, violent criminal activity or drug-related criminal activity.

"Violent criminal activity" means any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use or possession with intent to manufacture, sell, distribute or use, of controlled substance (as defined in section 102 of the controlled substances Act (21 U.S.C. 302)).

One or more violations of this section constitutes a substantial violation of the Lease and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the unit.

Acknowledgement. I HEREBY CERTIFY THAT I HAVE READ OR HAVE HAD READ TO ME AND HAVE BEEN FURNISHED WITH A COPY OF THIS LEASE AND UNDERSTAND THAT ANY VIOLATION OF ANY PART OF THIS LEASE WILL CONSTITUTE A BREACH OF MY LEASE. I CERTIFY THAT ANY PART OF THIS LEASE THAT I DID NOT UNDERSTAND HAS BEEN EXPLAINED TO ME AND THAT I UNDERSTAND AND ACCEPT ALL TERMS OF THIS LEASE. I UNDERSTAND THAT, IN THE DEFAULT OF PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF A COLLECTION AGENCY AND/OR AN ATTORNEY FOR COLLECTION OR LEGAL ACTION, I PROMISE TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTION, INCLUDING COLLECTION AGENCY AND ATTORNEY FEES AND COURT COST INCURRED.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement as of the _____

By:

Resident(s):

email

email



Unity Pay

Phone: 801-308-0005 Fax: 801-308-0015

Toll-free phn: 800-466-1996 Toll-free fax: 800-351-4558

**PERSONAL RELEASE FORM
COMBINED DISCLOSURE NOTICE AND AUTHORIZATION
REGARDING BACKGROUND CONSUMER REPORTS – TENANT**

Account Name with Unity Pay: _____

Requestor's Name: _____ **Phone #:** _____

IMPORTANT: Please read carefully before signing.

A consumer report and/or investigative consumer report including information concerning your character, employment history, rental history, personal characteristics, police record, credit and indebtedness may be obtained in connection with your rental application. **A consumer report and/or an investigative consumer report may be obtained at any time during the application process.** If adverse action is taken, based in whole or in part on the information contained in the consumer report, you are entitled to receive a denial letter. The name, address and telephone number of Western Reporting, and a summary of your rights under the Fair Credit Reporting Act will be included. You may contact Western Reporting for a copy of the consumer report.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, landlord, police department, financial institution, consumer reporting agencies, credit bureaus or other persons or agencies having knowledge about you to furnish Western Reporting with any and all background information in their possession regarding you, in order that your suitability as a potential tenant may be determined.

By signing below, you hereby authorize without reservation, any party or agency contacted by Western Reporting to furnish the above mentioned information. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

Please print legibly to speed up processing time

APPLICANT'S FULL NAME:
APPLICANT'S SSN:
APPLICANT'S DOB:
APPLICANT'S FULL ADDRESS:

READ, ACKNOWLEDGED AND AUTHORIZED

Signature of Applicant

Date

For California applicants only, if you would like to receive a copy of the report, if one is obtained, please check this box.
For Minnesota or Oklahoma applicants only, if you would like to receive a copy of the consumer report, if one is obtained, please check this box.

Personal Guarantee & Acknowledgement of Co-Signer Responsibilities

ISM Management Company

_____ has applied for a rental unit located at:
Prospective Resident

_____ (Property)

I understand that by agreeing to co-sign the Lease Agreement between the aforementioned individual and the community, I become jointly and severally liable under the terms of the Lease Agreement and individually responsible for the full amount of the Lease Agreement if the other signers default on their obligation.

This includes any past due rent, bounced checks, damage in excess of the security deposit, and other financial or residency obligations which may arise from the tenancy.

I agree to pay the amounts required, even though I do not reside in the apartment and even though the residents may be able to pay, but refuse to pay.

I acknowledge that if I do not pay, I may be subject to legal proceedings and have my account referred to a national credit bureau and to a collection agency, and that I may be liable for fees associated with these collection efforts.

Furthermore, personal guarantee/cosigner acknowledges that they are not occupying the premises leased pursuant this personal guarantee/co-signer agreement shall continue in full force and effect for the entire term of resident's tenancy including any extension and any rental increases in effect during the tenancy.

I acknowledge that before signing this agreement, I have read and understand the above terms and conditions, must qualify per selection criteria, agree to allow a background check to review credit and criminal information, and I have read the Lease Agreement and fully understand my responsibilities as a personal guarantee/co-signer.

Please note this application/acknowledgement to co-sign must have verification of your signature. This can be accomplished by either having this form notarized or by signing below and sending a copy of your valid driver's license or other identification with picture.

Personal Guarantee/Co-Signer Signature

Date

Personal Guarantee/Co-Signer's Information:

Name _____
First Middle Last Suffix

Home Address _____
Street City State Zip

Date of Birth _____ Social Security _____

Phone Cell _____ Home _____ Driver's License _____

Email contact _____ (required)

Personal Guarantee/Co-Signer's Employer Information:

Name _____ Phone _____

Address _____
Street City State Zip

TO BE COMPLETED BY MANAGEMENT

This personal guarantee/co-signer agreement is not approved until signed by Management:

Management Representative

Date

