



Residential Lease Agreement

PMI Indianapolis

PMI Grand Visions

PMI MVP

PMI Fort Wayne

PMI Gulf Property Solutions

PMI REM



RESIDENTIAL TENANT LEASE

1. PARTIES. The parties to this Residential Lease (“Lease”) are:

Landlord: _____

Resident(s) _____

2. PROPERTY. Landlord leases to Resident(s) the following real property (“Property”):

Address: _____

Unit: _____

3. ACTING PROPERTY MANAGER. (“MANAGER”)

The person or entity acting as the property manager of the Property is listed below. All future inquiries about this Lease, including but not limited to, rental payments, security deposits, and requests for repairs should be directed to the person or entity listed below.

Name of Property Manager: _____

Phone: _____

Address: _____

E-mail: _____

4. TERM; TERMINATION.

a. Primary Term: The primary term of this Lease begins and ends as follows:

Commencement Date: _____ Expiration Date: _____.

b. Delay of Occupancy: Resident must occupy the Property within 7 days of the Commencement Date. If Resident is unable to occupy the Property by the 7th day after the Commencement Date due to construction on the Property or a prior Resident's holdover, Resident's sole remedy is to terminate this Lease by giving written notice to Manager and be entitled to a refund of any security deposit and any rent paid. Landlord shall not be liable for any damages in the event the premises are not available for occupancy on the commencement date. Landlord will abate rent on a daily basis for a delay caused by construction or a prior Resident's holdover.

c. Automatic Renewal of Term; Termination. Upon expiration of the Primary Term, this Lease shall automatically renew on a month-to-month basis and Monthly Rent shall automatically increase by 20% plus \$50 unless Landlord or Resident provides the other party written notice of termination not less than 30 days prior to the Lease Expiration Date.

d. Early Termination: At the sole election of the Manager, Resident may be permitted to pay a Lease cancellation (“Opt-Out”) fee and vacate the Premises prior to the end of the Term of this Agreement. In addition to any outstanding monies owed, the Opt-Out fee shall equal Rent due during the



thirty-day notice, plus two additional month's rent. The Opt-Out fee shall be paid when Resident gives the thirty-day notice.

5. RENT.

- a. Monthly Rent: In addition to any other sums due under this Lease, Resident will pay Landlord monthly rent in the amount of \$ _____, for each full month during this Lease. The first full month's rent is due and payable no later than the first day of the month following the commencement date of this lease for leases that begin prior to the nineteenth day of the month; and prior to the commencement date on leases that start on the 20th or later. Thereafter, Resident will pay the monthly rent so that Manager receives the monthly rent on or before the first day of each month, in advance, without notice or demand, during this Lease. There is no grace period. (The due dates listed above are collectively referred to herein as the "Due Dates.") Weekends, holidays, and mail delays do not excuse Resident's obligation to timely pay rent.
- b. Prorated Rent: On or before the commencement date of this lease, Resident will pay Landlord \$ _____ as prorated rent from the Commencement Date through the last day of the month in which this Lease begins.
- c. Place of Payment: Resident shall make all payments due to Landlord online through the Resident portal or in such manner as Landlord designates in writing as referenced in 5(d). It is not the responsibility of the Manager to go to the premises, or elsewhere, to retrieve the rent.
- d. Method of Payment: Management will accept payment, of any monies due and owing Management, in any of the following forms:
 - i. Auto Pay: Residents have the option of scheduling their payments through the Resident Portal, manually or automatically.
 - ii. Check, money order, or Cashier's Check: Upon Manager approval, Residents can drop off or mail in a check, money order, or cashier check made payable to _____. If Check is denied by bank for any reason, manager may require for all future rents to be paid via Cashier's Check.
- e. Late Charges. For any payments not received by Landlord, in full, by the Due Dates, Resident will pay Manager:
 - i. an initial late charge equal to 10% of one month's rent; plus
 - ii. an additional late charge of \$10 dollars per day with a maximum of \$300 per month thereafter until rent and late charges are paid in full. Manager's acceptance of a late charge does not waive Landlord's right to exercise other available remedies.
- f. Returned Payment: Resident will pay Manager \$40.00 for each payment Resident tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges, until Landlord receives payment in full.
- g. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Resident first to any non-rent obligations of Resident (e.g. late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges) and then to rent.



- h. Document Preparation Fees: Resident is required to pay the following document preparation fees associated with the the Lease:
 - i. \$100 Lease preparation fee, both for first time contract and renewals; and
 - ii. \$50 for any Lease modifications (e.g., Resident changes, terms, etc.), due at time of modification.
- i. Collections: In the event of nonpayment, Resident and/or guarantor shall be responsible, either jointly and/or severally for all unpaid, past due amounts as well as costs associated with collection including collection agency fees, court costs, and reasonable attorneys' fees.

6. SECURITY DEPOSIT.

- a. Cash Deposit or Deposit Insurance Policy On or before execution of this Lease, Resident will pay a security deposit to Manager in the amount of \$_____ by cashier's check or online payment. Personal checks will not be accepted. This amount can also be satisfied using a security deposit alternative.
- b. Additional Security Deposit On or before execution of this Lease, Resident will pay an additional security deposit to Manager in the amount of \$_____ by cashier's check or online payment. Personal checks will not be accepted. This amount can be satisfied using a security deposit alternative.
- c. Application of Funds. No interest or income will be paid to Resident on the security deposit. The Security Deposit is not to be used as last month's rent. No portion of the Security Deposit shall be deemed rent for any rental month during tenancy. It is understood that the security deposit is applicable to all Resident(s) jointly, and Landlord does not account for it until the passing of the permissible statutory period after all Residents have vacated the Premises. Any refund due may be made payable jointly to all Resident(s) and it shall be the responsibility of all Resident(s) to work out between themselves the manner of dividing said security deposit.
- d. Forwarding Address: Prior to vacating, Resident shall provide Manager and the United States Postal Service, Resident's forwarding address. If not provided, any Security Deposit Disposition Letters and/or refunds shall be mailed to the last known address of the Resident.
- e. Refund of the Security Deposit can only be determined after the resident has physically moved out of the property and possession of the property turned over to management. After move-out, an inspection will be conducted to determine the final condition of the property. Refund of security deposit is subject to reimbursement of the cost of repairing any damage caused to the unit by you, your family or your guests (normal wear and tear excepted) and any rent or other charges owed. If the security deposit is later increased by agreement of the parties for any reason (for example pets, satellite dishes, waterbeds, etc.) the additional security deposit will be disbursed by Landlord in accordance with this paragraph at the end of the statutory period following the end of Resident(s)' tenancy.

7. UTILITIES

- a. Resident will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections). Unless provided by Landlord, Resident must, at a minimum, keep the following utilities on, if available, at all times this Lease is in effect: gas, electricity, water, wastewater, and



garbage services. Before signing this Lease, Resident should determine if all necessary utilities are available to the Property and are adequate for Resident's use.

- b. Resident agrees to pay any and all related deposits and transfer charges that are required by the utility companies servicing the property. Resident shall transfer into Resident's name or account, effective on or before the Lease Start Date, all utilities serving the Premises that are to be paid for by Resident.
- c. Resident will pay a monthly fee in the amount of \$ _____ that will satisfy their obligation for the following utilities, which will be maintained in the landlord's name: _____ . Landlord reserves the right to adjust this amount based on actual utility consumption and expenses during the term of this lease.
- d. There shall be a \$50.00 per invoice paid to Manager for processing utility bills and payments for those Residents who have failed to put the utilities in their name or have failed to make their utility payments on time. Any unpaid utilities due to landlord by the Resident shall be considered rent due under the terms of this lease agreement.
- e. Resident shall NEVER have the utilities shut off while this lease is in effect. Resident agrees that a copy of this Lease, at the option of Management, may be provided to any public or private utility company providing services to the property and Management shall be entitled to receive notice of any delinquent billing or cut-off notice from said utility company without the consent or prior notice to the Resident. If, for any reason, Resident has the utilities turned off, Management will charge a reconnect fee of \$50.00 per utility plus any utility company charge.

8. APPLIANCES.

- a. Landlord will supply and maintain any appliances that are present in the unit at move-in for the duration of this lease agreement. Appliances may include Refrigerator, Range, Oven, Microwave, Dishwasher, and Clothes Washer and Dryer.
- b. Resident is responsible for the replacement of any appliance parts that are consumer replaceable, including all light bulbs, water filters, air filters, and similar components.
- c. Resident will keep appliances provided by Landlord in good, working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Resident will become the full responsibility of the Resident, either in appliance repair or replacement.
- d. Resident agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.
- e. Resident must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair, or upkeep of any appliance supplied by the Resident. Resident agrees they are responsible for any damage that occurs to the leased premises resulting from the addition of any appliance that is supplied by the Resident.



9. USE AND OCCUPANCY.

- a. Occupants: Resident may use the Property as a private residence only. The only persons Resident may permit to reside on the Property during the term of this Lease are:

- b. Assignment, Subletting and Replacement Residents: Resident may not assign this Lease, sublet the Property or substitute Residents without Manager's written consent. Any assignee, subResident, or replacement Resident must, in Manager's sole discretion, provide Manager with an application to rent and be approved prior to occupancy. Should Manager agree to an assignment, sublet, or replacement Resident, Resident will pay Manager \$250.00 plus any lease modification fees. Unless expressly stated otherwise in an assignment or sublease, Resident will not be released from Resident's obligations under this Lease because of an assignment or sublease. An assignment of this Lease or a sublease of this Lease without Manager's written consent is voidable by Manager.
- c. Phone Numbers and E-mail: Resident must promptly inform Manager of any changes in Resident's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.
- d. HOA Rules: Resident must comply with any owners' association rules or restrictive covenants affecting the Property. Resident will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Resident of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.
- e. Prohibitions: Unless otherwise authorized by this Lease, Resident may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Resident may not permit any part of the Property to be used for any activity which is a nuisance, offensive, noisy, or dangerous, vehicle repair, any business of any type, including but not limited to childcare, activity which violates zoning ordinances, owners' association rule, or restrictive covenant; any illegal or unlawful activity, activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.
- f. Guests: Defined as an unauthorized occupant (regardless of familial relationship) staying longer than 7 days, without prior approval of the Manager. Should unauthorized occupants be found by the Manager residing in, or appearing to be in control of the premises, Resident understands and agrees to pay a fee of \$500 for each month that any unauthorized occupants are found in the property. Any violation of this section may be grounds for immediate eviction and collection of any outstanding fees. Payment of any fees under this section does not prevent landlord from seeking immediate eviction for the breach of unauthorized occupants.
- g. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Resident's use of any common areas or facilities (for example, pool or tennis courts).

10. PARKING RULES.



- a. Resident may not permit more than _____ vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Manager in writing.
- b. Resident must promptly inform Manager of any changes in Resident's vehicle information (type, year, make, model, and license plate state and number) not later than 5 days after a change.
- c. Resident may not park or permit any person to park any vehicles in the yard. Resident may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Resident may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property.
- d. In accordance with applicable state and local laws, Manager may have towed, at Resident's expense:
 - i. any inoperative vehicle on or adjacent to the Property;
 - ii. any vehicle parked in violation of this paragraph or any additional parking rules made part of this Lease;
 - iii. any vehicle that does not bear an approved PMI parking permit; or
 - iv. any vehicle parked in violation of any law, local ordinance, or owners' association rule.

11. PETS.

- a. Resident is not allowed to have any unauthorized pets on the Property, even temporarily, including but not limited to any mammal, reptile, bird, fish, rodent, or insect. Resident's bringing animals onto the premises or the keeping or possession of any animal for any duration without Manager's written consent shall constitute a violation of this Lease.
- b. Resident shall be responsible for any and all damage done by animals to the property. Pet odor and pet stains shall never be considered normal wear and tear. This type of damages shall always be the Resident's responsibility and the cost to clean, repair or seal off such damage shall be charged back to the Resident.
- c. If Resident violates this (Section 11), Landlord may take all or any of the following action:
 - i. Declare Resident to be in default of this Lease and exercise Landlord's remedies under Paragraph 25.
 - ii. Charge Resident an amount of \$500 per month per pet for each month Resident violates the pet policy.
 - iii. Remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Resident of Landlord's intention to remove the unauthorized pet; and
 - iv. Charge to Resident the Landlord's cost to remove any unauthorized pet, exterminate the Property for fleas and other insects, clean and deodorize the Property's carpets and drapes, remove any pet waste and dispose of property, and repair any damage to the Property caused by the unauthorized pet. When taking any action under this Paragraph, Landlord will not be liable for any harm, injury, death, or sickness to any pet.

12. ACCESS TO PREMISES.

- a. Advertising: Manager may prominently display a "For Sale", "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. Manager or Manager's contractor may take



interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

- b. Access: The parties agree that upon advance reasonable notice, Manager or anyone authorized by Manager may enter the Property at reasonable times to make repairs or to show the Property to prospective Residents or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Manager will attempt to contact Resident prior to entering the home. Additionally, Manager or anyone authorized by Manager may peacefully enter the Property at reasonable times without first attempting to contact Resident and without notice in the event of an emergency or when the property has been abandoned or surrendered.
- c. Trip Charges: If Manager or Manager's agents have made prior arrangements with Resident to access the Property and are denied or are not able to access the Property because of Resident's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Resident, pet, or security device prohibiting access to any area of the Property), Manager may charge Resident a trip charge or no show fee of \$75 during working hours, \$175 for after working hours, as well as any additional fees incurred by third party vendors. Working hours are 8:00 AM – 5:00 PM Monday - Friday.
- d. Key box: Resident authorizes Manager or its agent to place a key box on the Property, containing a key to the Property, during the last 30 days of this Lease or if Landlord lists the Property for sale with a Licensed broker during the Term of this Lease. Resident may withdraw authorization to place a key box on the Property by providing written notice to Manager and paying Manager a fee of \$250.00 as consideration for the withdrawal. Manager will remove the key box within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the key box does not alleviate Resident's obligation to make the Property available for showings as indicated in Paragraph 12(b). If Manager or Manager's agents are denied or are not able to access the Property after first attempting to contact Resident, Manager may charge Resident a trip charge as provided in Paragraph 12(c).
- e. Lockbox Move-in Convenience Fee: A fee of \$100 is charged for the convenience of having a lockbox or keypad lock located on the Property at the time of move-in to allow you to have a more convenient move-in process. If Resident requests an in person move in or the move in date is within 7 business days of lease signing, Resident can request this service for a fee of \$125.
- f. Waiver of Liability. Landlord and it's agents are not responsible to Resident, Resident's guests, family, or occupants for any damages, injuries, or losses arising from the use of the key box unless caused by the negligence of landlord or its agents.

13. MOVE-IN CONDITION.

- a. Resident acknowledges that Resident has evaluated the Premises and found them in acceptable condition, and in good, clean, and acceptable repair except as specifically noted in writing as agreed to by the parties in the move in evaluation. Resident accepts the Premises in "as-is" condition, without representation or warranty of any kind, whether express or implied, unless otherwise prohibited by law. Management specifically disclaims any warranty of habitability or covenant of quiet enjoyment. Resident specifically acknowledges that no condition exists in the Premises that make the Premises materially dangerous or hazardous to Resident's life, health, or safety.



- b. Prior to occupancy, Resident will evaluate the premises and report any defects or problems in the move in evaluation. Any amendments to the move in evaluation must be brought to Management within 5 business days of occupancy, upon which time they will be incorporated into and made a part of this Lease, regardless of whether the document is attached. Resident's failure to report any defects or problems in the move in evaluation within 5 business days of move-in is and shall be a binding admission by Resident that the items described are acceptable and in good condition.
- c. The purpose of the checklist is to identify those flaws which are damaged and not likely to be repaired. Upon move-out, these items will not be charged against you. Anything not operable, or identified as a safety or security matter, should be immediately submitted for repair on a work order through your Resident Portal within the first 5 days to avoid any Resident charge.

14. MAINTENANCE.

- a. For Resident routine maintenance requests, involving any appliance or system of the home, the Resident should immediately submit a work order through the Resident Portal.
- b. Residents will be responsible for the total cost of repair if the damages are a result of their neglect, ignorance, or intentional damage, as well as their failure to report any maintenance concerns which may have prevented any secondary damage to the home.
- c. Manager may perform routine maintenance work orders and inspections as necessary. Resident understand that routine maintenance and inspections are required and agree to cooperate with Manager while performing these maintenance items and inspections.

15. MAINTENANCE TERMS

- a. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.
- b. Prohibitions: If Resident installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Manager, Resident may not:
 - i. remove any part of the Property or any of Landlord's personal property from the Property;
 - ii. remove, change, add, or rekey any lock;
 - iii. make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
 - iv. permit any furniture containing water (e.g. waterbeds) on the Property;
 - v. install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
 - vi. alter, replace or remove flooring material, paint, or wallpaper;
 - vii. install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 7;
 - viii. keep or permit any hazardous material on the Property such as flammable or explosive materials;



- ix. keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
 - x. dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
 - xi. cause or allow any lien to be filed against any portion of the Property;
 - xii. disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property; or
 - xiii. keep or permit in, on, or about the Property boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles at any time without written permission of Manager.
- c. Failure to Maintain: If Resident fails to comply with any provision of this agreement or any Pool/Spa Maintenance Addendum/s, Landlord may, in addition to exercising Landlord's remedies to perform whatever action Resident is obligated to perform and Resident must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.
- d. Smoking: Smoking and vaping of any substance (hereafter referred to collectively as "smoke" and "smoking") by Resident, Resident's guests, family, or occupants is not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking does occur on the Property, Resident will be in default and Landlord may exercise Landlord's remedies under Paragraph 25 and/or Landlord may deduct from the Security Deposit damages to the Property caused by smoking, including but not limited to stains, residue, burns, odors, and removal of debris. In addition, if smoking is observed on the property by manager, manager's agent, surveillance system, or other evidence, Resident shall pay a fee of \$200 per observed violation.

16. TENANT RESPONSIBILITY OF MAINTAINING PREMISES

- a. During the Lease Term, Resident, at Resident's expense, agrees to:
- i. keep the Property clean and sanitary;
 - ii. promptly dispose of all garbage in appropriate receptacles;
 - iii. change heating and air conditioning filters every 90 days;
 - iv. supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, locks, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
 - v. maintain appropriate levels of necessary chemicals or matter in any water softener;
 - vi. take action to promptly eliminate any dangerous condition on the Property;
 - vii. take all necessary precautions to prevent broken water pipes due to freezing or other causes;
 - viii. replace any lost or misplaced keys;
 - ix. pay any periodic, preventive, or additional extermination costs desired by Resident, including treatment for bed bugs, unless otherwise required by law;
 - x. remove any standing water;
 - xi. know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage.



- b. Resident shall use customary diligence in maintaining and not damaging the Premises. Regardless of whether Resident is responsible for making any repair or performing any maintenance, Resident shall always be liable to Landlord for the cost of any repair or maintenance caused by Resident.
- c. Resident shall be responsible to inform Landlord through the Resident Portal of any maintenance issues which need to be addressed, including any conditions that pose a health or safety hazard to the occupants or premises. Any maintenance requests need to be delivered to the Landlord through the Resident Portal in writing. Phone notice, text message, statements to vendors or Manager Staff, and emails will not be accepted as proper notice.
- d. Resident may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code
- e. Emergency maintenance concerns shall be reported immediately. Emergency includes fire, flood, active water leaks, no heat (less than 32°), no hot water, sewer back-ups, etc.
- f. Residents will be responsible for the total cost of repair if the damages are a result of their neglect, ignorance, or intentional damage, as well as their failure to report any maintenance concerns which may have prevented any secondary damage to the home.
- g. Resident shall keep the yard free from all litter, dirt, debris, and any other obstruction.
- h. Resident shall be responsible for all routine maintenance repairs and replacements to the interior of the Premises. Resident shall maintain the residence in a clean, sanitary, neat, safe, fit, habitable, and undamaged condition. Resident shall not permit any unlawful or wasteful activity on the Premises, and shall comply with all applicable laws, including but not limited to, building codes and laws regarding public health and safety.
- i. Resident shall dispose of all ashes, rubbish, garbage, and any other waste in a clean and safe manner on a regular basis.
- j. Resident must use plumbing fixtures and facilities, electrical, sanitary, heating, ventilating, air conditioning, and any other mechanical systems and appliances in a safe and reasonable manner, and in the manner and for the purposes for which they were designed. This includes, but is not limited to, properly maintaining water softeners, and preventing broken water pipes due to freezing or other causes. Resident shall always provide appropriate or reasonable heating, climate control, ventilation, and lighting in the unit based on the circumstances.
- k. Without Landlord's prior written consent, Resident shall not: make any alterations to the Premises, place stickers, deface or permit the defacing of any part of the Premises; use or install any shades, awnings, or window guards; install or remove any existing alarm systems, locks, air- conditioning units, space heaters, antennas, additional phone or cable TV outlets, satellite dishes or additional fixtures.
- l. Resident shall not drill any holes into the walls, woodwork, or floors of the Premises. If Resident makes or installs any decorations, alterations, additions, or fixtures without Landlord's prior written consent, Resident agrees to remove, correct, repair, or replace at Resident's expense.
- m. Resident is responsible to supply and replace all light bulbs, fluorescent tubes, HVAC filters, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices with the same type and quality that are in the Property on the Commencement Date, at their own expense.
- n. Resident agrees that at the time of possession that the property is free of rodents, pests, bugs, or other vermin and that it shall be Resident's sole responsibility to exterminate or otherwise remove them from the property if such rodents, pests, bugs, or other vermin appear in the property.



- o. Resident may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full amount due, regardless of any breach or alleged breach of this lease by Management, as allowed by law.

17. LAWN CARE AND LANDSCAPING

- a. Resident Maintained Lawn and Landscaping
 Landlord Maintained Lawn and Landscaping
- b. Resident Maintained Lawn and Landscaping:
 - i. Resident shall maintain the yard and landscaping, at the Resident's expense. Resident will permit Manager and Manager's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times. Mowing that is completed by Landlord may be charged back to a Resident in a multi-family building based on unit count. Maintaining the yard and landscaping includes the front, side, and rear yards in a manner which will enhance the look of the exterior of the home. This includes, but is not limited to, mowing the lawn weekly, fertilizing the lawn, trimming trees and bushes 10 feet and under, weeding flower beds, and controlling pests and weeds. Landlord is responsible to have gutters and downspouts maintained and cleaned to allow the flow of water away from the building.
 - ii. Resident agrees to provide sufficient water to maintain the life of the grass, bushes, and other vegetation. Resident further agrees to fertilize, mow, trim, and maintain all the lawns, trees, plants, flowers, and shrubs at the Premises in a condition satisfactory to Landlord and in compliance with local ordinances, community policies, covenants, and HOA rules and bylaws.
 - iii. If Resident fails to maintain the landscaping in satisfactory condition, after inspection and written warning from Landlord, proper personnel will be hired by Landlord to maintain the landscaping at the Resident's expense. Resident agrees that failure to maintain the landscaping for any reason, including but not limited to, because of neglect, pets, etc., is not "normal wear and tear".
 - iv. Upon Landlord retaking possession of the Premises, if the landscaping is not in the same or better condition as of the time Resident first took possession, Resident shall be responsible for all labor and materials to return the Premises landscaping to said condition.
- c. When applicable, Resident shall keep sidewalks and driveways free of snow and ice, as required by local municipality, within twenty-four (24) hours of snowfall. Snow removal is the responsibility of the Resident(s). At no time is the removed snow to be placed, stacked, or piled against the buildings or premises as doing so may cause or accelerate damage to the buildings or premises.
- d. Resident shall disconnect any hoses from faucets before any freeze and or first freeze each year to prevent freezing and other damage. If Resident fails to remove any hose, Resident shall be responsible for all resulting damages.

18. SPRINKLER SYSTEMS

- a. When the property contains an automatic sprinkler system, its operation is considered a convenience for the Resident. If the system is inoperable, the Resident is still responsible for the care and maintenance of the lawn and shrubs and the Resident shall maintain the same with proper manual watering. *(In some cases, repair of the sprinkler system may or may not be deemed economical by Management.)*
- b. When the system is operational, the Resident is responsible for the proper care and maintenance of the system which includes, but is not limited to, the replacement of broken heads, pipes, valves, and all other components, which may fail or be broken due by Resident, either by accident or negligence. (Note: As an annual routine maintenance item, sprinkler systems will be winterized (when applicable) in the fall and activated in the spring, by a vendor hired by Management, at the Owner's expense.)
- c. At the Resident's option, Resident may choose to hire a private company, or individual, to maintain the landscaping. Hiring a landscaping company does not absolve the Resident from any responsibility for the landscaping and to ensure that if any HOA rules apply, that they are in compliance.

19. REPAIRS; RE-KEYING; REPLACEMENT.

- a. Payment of Repair Costs: Except as otherwise specified in this Lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Resident complies with the procedures for requesting repairs. This includes, but is not limited to, repairs to the following items not caused by Resident or Resident's negligence:
 - i. heating and air conditioning systems
 - ii. water heaters
 - iii. plumbing and drain systems
 - iv. water penetration from structural defects.

Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:

- v. conditions caused by Resident, an Occupant, or any guest or invitee of Resident
 - vi. damage to doors, windows, and screens
 - vii. damage from windows or doors left open
 - viii. damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property
 - ix. items that are cosmetic in nature with no impact on the functionality or use of the item
 - x. pest removal or extermination services requested more than 30 days after the commencement date
- b. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments for which Resident is responsible. Resident must promptly reimburse Landlord for any amounts which Resident is responsible.
 - c. Security Devices and Exterior Door Locks: All notices or requests by Resident for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Resident may be paid by Resident in advance in accordance with the Property Code and may be installed only by contractors authorized by Landlord. If Resident vacates the Property in breach of this Lease, Landlord may deduct from



the Security Deposit reasonable costs incurred by Landlord to rekey doors and security devices. Resident agrees that it is Resident responsibility to reset any keypad locks to original factory settings, and to program keypad locks to access codes known only to the Resident.

- d. Smoke Alarms: State law requires the Property to be equipped with smoke and carbon monoxide detectors in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Resident agrees to keep, test, and maintain both safety devices in good repair. Batteries may not be removed from the smoke detector or carbon monoxide alarms unless inspection and/or maintenance of the devices make it necessary to do so. Resident further agrees to give immediate written notification to Landlord if the safety devices malfunction or are missing. These responsibilities are in effect throughout Resident's occupancy. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Property Management replacement fees and subject Resident to civil penalties and liability for damages and attorney fees.

20. MOVE-OUT PROCEDURES.

- a. Resident shall give Manager at least thirty (30) days prior written notice of Resident's intent to vacate the Premises. Resident's notice to vacate shall specify the date that Resident will vacate ("Vacate Date") and such date shall not be less than thirty (30) days from the date Resident gives notice, and shall not be for a date prior to the end of the Lease term.
- b. Regardless of when Resident gives notice, Resident agrees to pay Landlord rent for the entire notice period regardless of whether Resident occupies the Premises for the entire notice period. Landlord agrees to prorate the rent owed by Resident for any part of a notice period that constitutes a partial month for which another Resident has paid Landlord the rent.
- c. Resident's notice to Manager shall be effective if executed by any Resident who executed this Lease, regardless of whether any or all other Residents who executed this Lease sign the notice. Resident's notice of intent to vacate shall only be effective on the date the notice is received by and receipted for by Manager. Resident agrees to personally deliver any notice to vacate to Manager to guarantee the effective date of any notice.
- d. If Resident fails to give the required notice to vacate, Resident agrees that the amounts agreed to be paid by Resident in such event represent a fair amount to allocate the numerous risks and liabilities between Resident and Landlord. Resident shall pay all amounts set forth in this paragraph, in addition to any other amounts owed by Resident under the terms of this Agreement. However, if Resident is liable for a Lease Break Fee due to a lease break in accordance with paragraph 4 (d), Resident shall not also be liable for lack of notice.

21. PREPARING FOR MOVE-OUT.

- a. Upon receiving your Notice to Vacate, Manager may schedule a Pre-Walk Inspection within the first few days so that we can tour the property and identify any issues for which you may be responsible, as well as those items for which we may need to get estimates (i.e., paint, carpet, major repairs). At this time, a sign and lockbox may be placed on the property for marketing purposes. Residents shall cooperate with showings of the property for rent or sale. During this time, Residents agree to keep the property in a clean and orderly manner.



- b. We advise you to take care of any repairs or services that are your responsibility prior to vacating the property. Move-Out Procedures are included in your Resident Handbook along with the estimated costs of services and repairs, for which you may be held accountable. The Resident Handbook will be delivered electronically, however, Resident may request a printed copy.
- c. This Lease Agreement authorizes Management to place on the property a key box containing a key to show the property during the final 90 days of your lease to market for new Residents or at any time the Landlord lists the property for sale.

22. FINAL DAY OF OCCUPANCY.

- a. Upon moving out, Resident must thoroughly clean the Premises, including but not limited to doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms, and otherwise fully comply with Management's written move-out and cleaning policies, if any, which are incorporated by reference. Upon move-out, Resident shall deliver to Management all keys, access cards, devices, and/or remotes (collectively "keys") to the Premises, issued by Management to Resident, to avoid disputes regarding the date the Resident vacated and surrendered the Premises.
- b. Final Day of Occupancy --Resident agrees that the final day of occupancy will be the day that all keys and any remotes are delivered to Management. Resident is NOT to leave the keys, or any remotes, at the Premises. Resident shall not have vacated and surrendered possession of the Premises to Landlord until and unless Resident has either turned in all Keys to Premises and Manager has acknowledged receipt of Resident's keys or Resident has abandoned the Premises in Manager's reasonable judgment. If Resident fails to turn in Keys, Resident agrees that Manager will determine in Manager's reasonable judgment the date Resident vacated and surrendered the Premises for purposes of determining damages in accordance with this Lease and the law. In case the Keys are not returned to PMI by the last day of the lease, Residents will be held responsible for payment of 1/30th of the monthly rent per day until the keys are received by Management.
- c. If Resident is in default, Management may use the Security Deposit or any portion thereof to cure the default or to compensate Management for all damages sustained resulting from Resident's default.
- d. The Security Deposit will be returned to Resident within thirty (30) calendar days after residence is vacated if:
 - i. Lease term has expired, or agreement has been terminated by both parties:
 - ii. All utilities are paid through the final day of the Resident's occupancy
 - iii. All monies due Management by Resident have been paid
 - iv. Residence is not damaged and is left in its original condition, normal wear and tear excepted. Management shall be the sole judge as to whether said premises are in good order and repair at the expiration of the term of this lease; and
 - v. Resident has had all carpeting professionally steam cleaned by an approved vendor (truck mounted steam clean) upon vacating the premises. Receipt of professional Carpet cleaning vendor must be presented at times key are returned to PMI.
- e. Deposit will not be returned if Resident leaves before Lease time is completed and prior arrangements were not made for an "Early Termination". Deposit may be applied by management to satisfy all or part of



Resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit.

- f. Within thirty (30) calendar days after Resident has vacated the Premises and provided a forwarding address to Manager, and complied with the Agreement, Management will give Resident an itemized, written statement of the reasons for, and the dollar amount of, any of the Security Deposit retained by the Management, along with a check for any Security Deposit balance due and owing to the Resident.
- g. If a balance is owed by the Resident, Resident agrees to pay the balance in full within ten (10) calendar days, or the account may be subject to collections or lawsuit.

23. MOVE OUT CLEANING OBLIGATION AND COST RECOVERY

- a. Tenant agrees to return the Premises at the end of the tenancy in a clean and sanitary condition, free of trash, personal property, and debris, with all appliances, fixtures, floors, walls, and surfaces cleaned. This includes, but is not limited to, cleaning carpets, floors, appliances, bathrooms, windows, and removing any stains, odors, or residue.
- b. If the Premises are not returned in such condition, Landlord may have the Premises cleaned professionally and deduct the full cost of such cleaning from Tenant's Security Deposit, or, if costs exceed the Security Deposit, Tenant shall remain responsible for payment of the balance. Cleaning costs are not considered "normal wear and tear" under state law and shall be deemed a Tenant charge.
- c. Tenant acknowledges and agrees that cleaning fees are separate from charges for repair of damage and that Landlord's determination of cleaning needs will be conclusive, provided such determination is reasonable and documented.
- d. Ohio Residents: Charges will be deducted from the security deposit as permitted under Ohio Revised Code §5321.16.

24. HOLDOVER

- a. If Resident fails to vacate the Property at the time this Lease ends, Resident will pay Landlord rent for the holdover period and indemnify Landlord and prospective Residents for damages, including but not limited to lost rent lodging expenses, costs of eviction, and attorneys' fees. Holdover Fee will be current monthly rent divided by 30 days then each calculated day rent due daily, plus an additional \$100 per day will be immediately due and payable daily without notice or demand.

25. INSURANCE

- a. Resident shall be obligated to maintain liability insurance for Owner. Coverage is required in the amount of One Hundred thousand Dollars (\$100,000.00) for damage to Owner's and third party's property with the provisions covering at least perils of fire, explosion, sewerbackup, smoke, and accidental water discharge. Owner shall be named as an additional insured or listed as an interested Party on Resident's policy. Such policy shall be written as a policy not contributing with and not in excess of coverage which Owner may carry. It is agreed that Owner carries insurance for its protection and that Resident is not a beneficiary of such insurance. Resident shall be responsible to Owner for all costs of repair for damages as stated herein and within this agreement regardless of insurance that Owner may carry. Failure to have and maintain renter's insurance as required herein shall be deemed a significant breach of this agreement. Resident shall provide evidence of insurance upon demand by Owner within 3 business days. In the event Resident fails to maintain renter's



insurance, Resident shall be liable to Owner and such other Resident's for any and all damages sustained due to Resident's negligence, actions, inactions, or such other events as may cause damage. Resident acknowledges that Owner shall not be liable for damages caused to it or its property due to the actions or inactions of other residents. Owner may, by addendum, require other means by which Resident will be required to fulfill this obligation. Owner may charge administrative fees/costs associated with assisting Resident in fulfilling the obligations in this provision.

26. ADDITIONAL FEES AND COSTS.

- a. Resident Benefit Package (RBP): Resident shall pay a monthly fee for the Resident Benefits Package. Please see attached addendum for more details. A PMI's Resident Benefits package is required, and pricing ranges between \$38.04 and \$69.99.
- b. After Hours Visit: Resident will be charged \$100 an hour for after-hours assistance provided by Manager or its agents, due to Resident's acts or omissions. "After-hours" means any time other than Monday through Friday, 9 am to 5 pm, or during a nationally recognized holiday.
- c. Verification of Rent: Resident will be charged cost, plus \$50 for each information disclosure requested by Resident (i.e. payment history needed for loan, etc.).
- d. Eviction Processing: Resident shall be charged \$100 each time Manager has to serve a "Pay or Quit" notice. If Resident fails to pay the monies required under the Lease within the Pay or Quit timeframe and Manager submits an eviction request to legal counsel, Resident shall pay an administrative processing fee of \$650 per eviction attempt ("Eviction Attempt"). Resident will also be charged all related fees and expenses, including attorney fees and court costs, according to actual costs incurred by Manager, or any third-parties retained by Manager, resulting from the eviction process. Manager reserves the right to submit unpaid balances to a collection agency, and Resident agrees that Resident will be responsible for any fees charged by such collection agency, not limited to attorney fees.
- e. Final Walk-Through Coordination: Resident will be charged \$100 for the Manager to facilitate the final move-out walk-through and coordinate any needed vendor visit to the Property in accordance with move-out forms and documentation.
- f. Lease Renewal Inspections: Prior to providing Resident with a lease renewal offer, Manager may require a lease renewal inspection of the premises. Resident agrees to pay a \$125 fee for the time and expense of the lease renewal inspection.
- g. Lease Renewal Fee: If Resident renews this lease more than 60 days prior the the expiration date of the lease, the lease renewal fee shall be \$0. If Resident renews this lease no less than 30 days and no more than 60 days prior to the expiration date, resident shall pay a lease renewal fee of \$100. If Resident renews this lease less than 30 days prior to the expiration date of this lease, resident shall pay a lease renewal fee of \$250.



27. DEFAULT:

- a. Resident. If Resident fails to timely pay all amounts due under this Lease or otherwise breaches this Lease, Resident will be in default, resulting in, as allowed by law:
 - i. Landlord having the right to terminate this Agreement;
 - ii. Revoking Resident's right to occupy the Property by providing Resident with a written notice to vacate without notice or demand, Landlord accelerating all unpaid rents which are payable during the remainder of this Lease or any renewal period; and/or
 - iii. Resident being liable for any lost rent, Landlord's cost of reletting the Property (including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary), all costs associated with notices or eviction (including but not limited to attorney's fees and costs), all costs associated with collection of amounts due under this Lease (including but not limited to collection fees, late charges, and returned check charges); and
 - iv. in the event the Resident defaults and the outstanding balance is referred to a collection agency for collections, the customer agrees to pay a collection fee of 30% and interest to be accrued at the annual rate of 18% per annum, and
 - v. any other recovery for which Landlord may be entitled under this Agreement or by law. Notwithstanding, Landlord will attempt to mitigate any damage or loss caused by Resident's breach by attempting to relet the Property to acceptable Residents and reducing Resident's liability accordingly.

28. WAIVER OF LIABILITY.

- a. Unless caused by Landlord's gross negligence, Landlord and its agents (including any property manager) shall not be responsible to Resident, Resident's guests, family, or occupants for any damages, injuries, or losses to person or property caused by weather (e.g. fire, flood, water leaks, ice, snow, hail, winds), explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), acts or omissions of Resident(s), occupants or guests, or other occurrences or casualty losses. Unless prohibited by law, Resident will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Resident, Resident's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

29. SUBORDINATION.

- a. This Lease and Resident's leasehold interest are and will be subject, subordinate, and inferior to:
 - i. any lien or encumbrance now or later placed on the Property by Landlord
 - ii. all advances made under any such lien or encumbrance
 - iii. the interest payable on any such lien or encumbrance
 - iv. any and all renewals and extensions of any such lien or encumbrance
 - v. any restrictive covenant; and
 - vi. the rights of any owners' association affecting the Property.

30. ABANDONMENT:

- a. Resident covenants to occupy the Premises and shall be in default if Resident does not occupy the Premises on a regular, continuing, and consistent basis, unless otherwise agreed to by Landlord in writing. State law



governs whether Resident has abandoned, as evidenced by the return of keys, the substantial removal of the Resident's personal property, notice by the Resident, or the extended absence of the Resident while rent remains unpaid, any of which would cause a reasonable person to believe the Resident had permanently surrendered possession of the dwelling unit.

- b. Resident also abandons or surrenders the Premises 30 days after the death of a sole Resident. If Resident abandons the Premises or vacates the Premises for any reason and leaves personal property within the Premises, Resident intentionally, specifically, and irrevocably waives all title and interest Resident has to such property and grants to Landlord full authority to immediately dispose of same without notice, court order, or accountability.
- c. Resident shall indemnify Landlord, and Landlord's employees and representatives, against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorney's fees and costs regardless of who makes a claim against Landlord or any other indemnified in connection with Landlord's removal of any property.

31. FORECLOSURE:

- a. In the event the Property is foreclosed, Management shall not be responsible for any moving expenses or cost incurred by the Resident for moving from the Property

32. CASUALTY LOSS OR CONDEMNATION.

- a. If the dwelling becomes unfit for occupancy, as determined by the landlord, whether by casualty or otherwise, Landlord may refuse to repair the same and, by giving written notice to Resident, terminate this lease. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

33. SPECIAL PROVISIONS:

34. ADDENDA

- a. Incorporated into this Lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this Lease, Resident agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- Addendum Regarding Lead-Based Paint
- Bed Bug Addendum
- Pet Agreement
- Protecting Your Home from Mold
- Residential Lease Guaranty
- Pool/Spa Maintenance Addendum



Resident Benefit Package
Parking Rules
Radon Informational packet

35. TENANT REPRESENTATIONS.

- a. Each Resident represents and warrants that the representations made in this Lease and any rental application are true and accurate. Any misrepresentation shall constitute default by Resident.

36. RELIANCE ON AND RELEASE OF RENTAL INFORMATION

- a. Resident acknowledges that Landlord is entering into this Lease in reliance on the information contained in Resident's rental application and any and all other information provided to Landlord by Resident. Resident agrees their rental application is hereby incorporated by reference and made a part of this Rental Agreement.
- b. If at any time it is determined that such information is false or materially misleading, then Landlord shall condierer such action as a material breach and default of the lease. All default provisions, including eviction, shall apply. Landlord shall have the option to immediately terminate this lease.
- c. Resident shall promptly notify Landlord in writing of any subsequent change in the information provided by Resident on Resident's rental application. Landlord may provide information on Resident or Resident's rental history to or for law enforcement, governmental or business purposes, and report unpaid amounts to credit agencies.

37. Chart of Fees and Fines.

ADDITIONAL SERVICE: Fees are defined as those fee charges assessed to the Resident **in compliance** with lease.

- APPLICATION FEE: \$60 per adults over 18.
- AUTO RENEWAL FEE: 20% plus \$50 monthly unless written notice of termination.
- TERMINATION OPT-OUT FEE: rent due plus two additional months' rent.
- DOCUMENT PREPARATION FEES: \$100 Lease Prep, \$50 per Lease modification
- PETS FEES: \$30 - \$100, assessed monthly for each pet in the household.
- LOCKBOX MOVE-IN CONVENIERNCE FEE: \$100 lockbox on property for easy move-in Resident access.
- QUICK OR IN PERSON MOVE IN FEE: \$125 quick move in less than 7 business days or in person meeting
- RESIDENT BENEFIT PACKAGE: \$49.99 or \$69.99 per month
- FINAL WALK THROUGH DOCUMENTATION FEE \$100 completion of move out inspection and notices
- LEASE RENEWAL INSPECTION FEE: \$125 per lease renewal inspection
- LEASE RENEWAL FEE: \$0 if 60 days before lease expiration, \$100 between 30 and 60 days prior to lease expiration, \$250 if less than 30 days prior to lease expiration date.



FEES NON-COMPLIANCE: Fees are defined as those fee charges assessed to the Resident in **non-compliance** with lease.

- UTILITY: \$50 per occurrence for failure to place Utilities in Resident name or failure to pay Utilities.
- HOA VIOLATIONS: Actual charge\$ or any charge\$ incurred by the HOA for Resident violations of the HOA CC&R's.
- RETURNED PAYMENT FEE: \$40 each payment returned or not honored.
- ASSIGNMENT SUBLETTING OR REPLACEMENT OF TENANTS: \$250 each occurrence.
- PET WASTE FEE: \$150 per incident
- SMOKING: \$200 plus cost of remediation
- LATE CHARGES: 10% one month's rent plus, \$10 per day...\$300 max.
- TRIP CHARGES: \$75 during working hours...\$175 after hours.
- KEY BOX: \$250 written notice to remove Key Box.
- LANDSCAPING: \$250 a fee charged to a Resident who fails to maintain the exterior landscaping in a manner consistent with neighborhood and or landscaping condition upon move-in occupancy.
- REPAIRS NO-SHOW CHARGES: \$75 per occurrence plus vendor trip charge.
- EXTERIOR DOOR LOCKS & SECURITY DEVICES: \$50 plus vendor charges.
- FINAL DAY OF OCCUPANCY KEYS RETURNED: \$100 rent per day until key are received by Management
- HOLD-OVER: Monthly rent divided by 30 days with each calculated day rent due daily, plus \$100 per day shall be assessed for failure to vacate property at termination date or date of "notice to vacate" as final day of occupancy. Fee will cease upon day of received keys by Management.
- REKEY DURING TENANCY: \$50 plus rekey vendor cost
- 10 DAY NOTICE FEE: \$100 per eviction attempt by posting on property front door or by certified mail.
- EVICTION ATTEMPT FEE: \$650 fee for work involved in preparing and filing an eviction
- VERIFICATION OF RENT: \$50 for information disclosure requested by Resident.
- FILTERS, BATTERIES & REMOTES:
- Garage Door Openers: \$100 each
- Fan Remotes: \$100 each
- HOA Pool Cards: \$100 each plus actual cost
- HOA Gate Remotes: \$100 each plus actual cost
- HOA Parking Passes: \$250 each
- Mailbox lock due to lost key \$80



FINES: Fines are defined as those charges assessed due to a Resident's breach of the terms of their lease.

- UNAUTHORIZED OCCUPANTS (GUEST): \$500 monthly rental charge for each month guest occupancy occurred.
- UNAUTHORIZED PETS: \$500 pet fee fine per month per pet.
- SMOKE & CARBON MONOXIDE DETECTORS: \$250 tampering with or disabling detectors.

38. MISCELLANEOUS.

- Entire Agreement:** There are no oral agreements between Landlord and Resident. This Lease contains the entire agreement between Landlord and Resident and may not be changed except by written agreement.
- Binding Effect:** This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- Joint and Several:** All Residents are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Residents regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Residents executing this Lease.
- Waiver:** Landlord's past delay, waiver, or non-enforcement of any right will not be deemed to be a waiver of any other breach by Resident or any other right in this Lease.
- Severability:** If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected, and all other provisions of this agreement will remain valid and enforceable.
- Governing Law:** The laws of the State where the Property is located governs the interpretation, validity, performance, and enforcement of this Lease.
- Attorney's Fees:** Resident is responsible for all expenses if an attorney is required to enforce any of the provisions of this lease, regardless if suit is filed.
- Notices:** Any notice required or permitted under the terms of this Lease or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid the appropriate address listed or referenced herein, or (c) sent via email at the email address listed or referenced herein. Either party may change its address or email address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, one day after delivery to an overnight air courier service, or on the date the email is sent to the email address of the Resident as listed on the signatures page of this agreement. Notices to Landlord shall be sent to the person or entity listed in Paragraph 3, at the address or email listed in Paragraph 3. Notices for all Resident(s) shall be sent to the person listed below at the address listed below. Resident(s) agree that such notice is sufficient and shall be considered received by all Residents listed under this Lease, when sent to the Resident listed as TENANT 1 on the signatures page, or posted to the rental property address.
- Authority:** Each party to this Lease represents that he or she is of legal age and has full authority to enter into a Lease.



39. NO AGENCY. Lessee(s) have given Lessor and/or Lessor's agent notice of "No-Agency" and therefore elects to represent him/her self or elect a different agent of his/her choice for representation.

40. FURTHER INFORMATION

- a. It is Resident's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Resident's needs and wishes; and (iii) Resident is satisfied with the Property's condition.
- b. The brokers to this Lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- c. Unpaid rent and any unpaid amount under this Lease is reportable to credit reporting agencies.
- d. Landlord is not obligated to respond to any requests for Resident's rental and payment history from a mortgage company or other prospective landlord until Resident has given notice of termination of this Lease and Resident is not in breach of this Lease.
- e. If all occupants over 18 years of age die during this Lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Resident's personal property; and (iii) refund the security deposit, less deductions, to the named person.
- f. Landlord's insurance does not cover Resident from loss of personal property. Landlord highly recommends that Resident obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- g. By providing the phone number(s) and email address(es) listed on the signatures page, Resident(s) agrees and acknowledges that PMI Grand Visions may use the telephone number(s) and email address(es) to contact Resident(s) for marketing purposes regarding additional real-estate services that may be of value to Resident(s), including using autodialed or pre-recorded calls and text messages and emails. Resident(s) understands that consent is not required as a condition of entering into this Lease, or as a condition for purchase of goods/services from PMI Grand Visions.
- h. The parties acknowledge that they have entered into this Lease for consideration, and that this Lease is binding upon the execution date listed below in the signature lines. **READ THIS LEASE CAREFULLY.** If Resident does not understand any provision of this Lease, consult an attorney **BEFORE** signing.

[signature page to follow]



THE AGREEMENT is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement.

AUTHORIZED AGENT OF LANDLORD:

Printed Name: _____

Signature: _____

Date: _____

Resident 3:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Resident 1:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Resident 4:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Resident 2:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Guarantor:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Resident 5:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Resident 6:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Resident 7:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Resident 8:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Resident 9:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____

Resident 10:

Printed Name: _____

Signature: _____

Date: _____

Soc.Sec.# _____

Phone: _____

Email: _____