

Dourid Aboud Property Management

413 sample st • Pittsburgh, PA 15213
(412) 414-9629

1. LEASE AGREEMENT

1.1 LEASE

This Lease is a legally binding contract. Read it carefully. You will give up certain rights as a Tenant. Do not sign it until each tenant understands all of its terms. If you do not meet your Lease responsibilities, you may (1) lose your Security Deposit, (2) be forced to move out of the property, and (3) be sued for money damages. (4) If landlord obtains a money judgement against the tenant, landlord can use the court process to take the tenant(s) personal goods, furniture, motor vehicles and money in banks.

This lease is written in plain language and has been approved by The Attorney General's Office

LEASE INFORMATION

Landlord: <<Owner Name(s)>>

<<Company Address>>

Tenant/s Name: <<Tenants (Financially Responsible)>>

CO- Signer/s: <<Co-Signer(s)>>

LEASE INFORMATION TABLE:

Rental Unit Address: 1230 Berkshire Ave unit 1 Pgh pa 15226

Lease Term: One Year (Called the "TERM" in this Lease)

Beginning: 08/01//2025 5:00 p 07/26/2026 10:00 AM

Monthly Rent: \$1000.00

Security Deposit: \$1000.00

Last Payment: \$1000.00

Rent due: 1st of the month

Rent due: FIRST OF THE MONTH

Late Fee: a One hundred dollars (\$100) late fee is applied if the rent is not received before the 5th of the month for which it is due.

Total Rent for the entire Lease Term: \$12,000.00 (Twelv thousand Dollars) * Twelve Monthly Rent payments of exactly: \$1000.00 (One thousand dollars) and a prorated payments of \$ N/A for N/A.

Tenants must pay a security deposit when signing this lease in the amount of \$1000.00 On August 1st, 2025 the tenants must pay \$1000.00 for August 2025. After that the tenants will have 11 payments left that will be made in sept 2025 ,oct 2025 ,nov 2025 ,dec 2025,jan 2026, feb 2026, march 2026, april 2026, may 2026, june 2026 and July 2026.

Bad Check Charge: Thirty-five dollars (\$35)

Pet Violation Charge /Pet Removal. One small Dog allowed

Animals may be removed immediately by the landlord or his/her agent.

The tenant will pay \$20 per day, per pet in addition to shots, boarding, and disposal fees.

Landlord pays for: Necessary repairs, Regular maintenance,

Tenant pays for: gas, Electric, water and sewage, internet, Health code violation fees & fines by tenant or guest, Damage repairs by the tenant or guest.

Tenant to pay \$50 for water and sewage ever month in addition to rent.

Appliances in clean & working condition:

1. RENT

(a) Tenant agrees to pay the Monthly Rent in advance on or before the Due Date each month. Landlord does not have to ask Tenant to pay the rent. Tenant agrees to pay rent through the portal, to Landlord.

(b) If Landlord does not receive the Monthly Rent before the 5th of the month in total , Tenant will be charged a late fee of \$100.00 One hundred dollars in addition to the monthly rent payment.

All rents must be paid thru the portal and it can be accessed at www.dapropertym.com but in a circumstance the tenant mails the rent to Landlord, the date of payment is the date the Landlord receives the rent, not the postmark date. Rent must be received by the 5th of the month, to not be charged a late fee.

If payment is made by check and the check is returned for insufficient funds, or for any other reason, Tenant will pay to Landlord the Bad Check Charge in the Lease Information Table as additional rent. Returned checks are the same as non-payment, and the late fee will apply, and all additional rent fees still apply until check is made well. If the bank returns TENANT'S check, TENANT will pay a charge of \$ 50.00 as ADDITIONAL RENT. TENANT must make all further payments to LANDLORD in CASH or by CERTIFIED CHECK or MONEY ORDER if LANDLORD receives two (2) or more checks returned by the bank.

2. SECURITY DEPOSIT

Tenant agrees to pay a Security Deposit in the amount indicated in the Lease Information Table.

Tenant agrees to pay the Security Deposit to Landlord before the Lease Starting Date and before Tenant moves into the Rental Unit.

Tenant may not apply any portion of the Security Deposit towards rent.

Tenant agrees to give Landlord a written forwarding address when Tenant leaves.

2.1 LANDLORD may decide to use the SECURITY DEPOSIT to pay for:

Landlord can take money from the Security Deposit to pay for any damages caused by Tenant, Tenant's family, Tenant's guests or anyone who enters the premises while the unit is being leased by Tenant.

LANDLORD'S reasonable costs to clean the apartment if TENANT does not leave the apartment in clean and 'rentable' condition when the lease ends.

Landlord may use the Security Deposit to pay for any unpaid rent or any other charges owed by Tenant to Landlord.

Tenants shall be responsible for any damage caused to the walls from hanging pictures or other items, and must pay a fee of \$75 to \$100 per wall, plus the cost of paint, to repair and restore the walls to their original rentable condition.

The amount LANDLORD must pay to remove all rubbish, trash and debris that TENANT leaves in or around the UNIT including common areas.

Any attorney fees, court costs and other cost which LANDLORD must pay because TENANT did not follow the terms of this lease;

All carpet cleaning charges, which are approximately \$40 to \$45 per room or area.

The cost to make any repairs or replacements to any fixture, system or appliance damaged or abused by TENANT in the apartment / house
The amount that LANDLORD must pay for repairs, beyond reasonable wear and tear, to restore the UNIT to its original condition;

The amount LANDLORD must pay to have unit exterminated, due to the dirty way the TENANT left the unit;

TENANT must pay an additional month's RENT if LANDLORD cannot show the UNIT to prospective tenants because of the disorderly manner in which TENANT keeps the UNIT. An additional month's RENT will also be charged if:

1. TENANT does not allow LANDLORD access to UNIT, or 2. TENANT interferes in any way with LANDLORD'S right to show the UNIT to prospective tenants

If the TENANT does not fulfill the requirements laid out in this LEASE, or if the TENANT leaves the UNIT without first coming to an agreement with the LANDLORD, the SECURITY DEPOSIT will be used as compensation for TENANT'S actions. In addition, TENANT will

be responsible to pay the remaining unpaid amount owed for the total LEASE term and any additional charges as a result of TENANTS violation of LEASE

Tenant must vacate premises at the ending of the lease as stated above in the Lease Information Table. Rental fees will be applied for each additional day that the Tenant occupies the premises. This may be deducted from the Security Deposit.

Tenant must return all keys for the Rental Unit to the Landlord at the end of the lease as stated above in the Lease Information Table. Charges may be deducted from the Security Deposit if Tenant does not comply.

Landlord will send Tenant a written list of damages, cleaning charges and any amounts of money taken from the Security Deposit.

Landlord agrees to send any Security Deposit left over to Tenant within thirty (30) days of the ending of the lease as stated above in the Lease Information Table.

Tenant forfeits the Security Deposit by not successfully completing the Lease agreement for the entire term as stated above in the Lease Information Table.

3. LANDLORD'S AND TENANT'S DUTIES AT THE START OF THE LEASE

Landlord agrees to give Tenant access to the Rental Unit on Lease Starting Date. If Landlord cannot give Tenant the Rental Unit because the previous Tenant is still in the Rental Unit, Rental Unit is damaged, or for any other reason, which is not the fault of the Landlord, then Tenant cannot sue the Landlord. If Tenant does not take the Rental Unit on the Lease Starting Date, Landlord can (a) rent the Rental Unit to another Tenant and keep any rent or deposits previously paid to the Landlord or (b) sue the Tenant for money damages (c) Balance owed in lease agreement.

Within five (5) days of taking possession of the Rental Unit, Tenant must provide to Landlord a complete written list of any defects or damages to the Rental Unit, which existed before Tenant took possession. If no such list is given to the Landlord, this is evidence that there were no defects or damages. Tenant will pay for all defects and damages not appearing on this list when Tenant moves out.

4. DAMAGE TO RENTAL UNIT

Tenant agrees to tell Landlord immediately in writing, if the Rental Unit is damaged by fire or any other mishap. Tenant agrees to tell Landlord immediately in writing if there is any condition in the Rental Unit that could damage the Rental Unit or harm Tenant or others.

Landlord has the right to evict tenant if Landlord feels the Tenant is Negligent with the care of the rental unit.

All outstanding rents for the term of the lease will be due immediately.

Landlord has the right to end the Lease and require the Tenant to move out if, in the opinion of the Landlord, it is necessary to repair damages resulting from a fire or other mishap.

Any expenses for damages to the premises due to Tenant, Tenant's family, or the Tenant's guests are the sole responsibility of the Tenant. Damages will be repaired, replaced or paid for by the Tenant. This includes but is not limited to such things as clogged drains, broken appliances, and damages to walls, floors, carpets, and ceilings, damages to the exterior of apartment, windows, plumbing issues, negligence, flooring, or fixtures. Damages that are not due to tenant, tenant's family, or the tenant's guest will be repaired by the landlord.

5.TENANT INSURANCE

LANDLORD DOES NOT INSURE TENANT'S PERSONAL PROPERTY. TENANT MUST PURCHASE INSURANCE COVERAGE FOR THE PERSONAL PROPERTY OF TENANT, OCCUPANT AND TENANT'S FAMILY OR GUESTS AND TO INSURE AGAINST CLAIMS FOR CASUALTY OR FOR PERSONAL INJURY OR DEATH

Tenant's personal property is not insured by Landlord's insurance. Tenant is responsible for insuring Tenant's own property.

Landlord is not responsible for Tenants property under any circumstances

Landlord has the right to sue Tenants insurance for coverage due to damages caused by tenant/s and or guests.

Tenant(s) with pet agreements must have full coverage, including (but not limited to) Pet coverage.

6. TRANSFER OF LEASE BY TENANT

Tenant may not sublet or allow another person to take over this Lease without landlord written approval.

Tenant agrees not to transfer this Lease or the Rental Unit to anyone else without the written permission of the Landlord.

If the written permission of the Landlord is not obtained, any other person not listed as a Tenant that is living in the Rental Unit may be removed by Landlord, Landlord staff, Sheriff, or Constable.

Tenant agrees that if Tenant transfers this Lease or the Rental Unit to anyone else without the written permission of the Landlord, Tenant is in violation of this Lease.

7. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

Tenant is responsible for all damages to Landlord's property and injuries to people caused by the accidental, intentional or the neglectful acts of the Tenant, Tenant's family, Tenant's guests or anyone who enters the premises while the unit is being leased by Tenant.

LANDLORD is not responsible for any loss, expense, injury or damage to any person or personal property caused by items including: 1. Theft; or 2. Fire; or 3. Ice, snow or rain; or 4. Water; or 5. Plumbing or pipe leaks; or 6. Malfunction of appliances; or 7. Interruption of any utilities; or 8. Power surges and/or 9. Criminal acts. c) LANDLORD cannot protect TENANT against any problems that may occur with other tenants in the building or on the property. LANDLORD claims no responsibility for any such problems.

8. PERSONAL SECURITY

Tenant agrees to assume responsibility for the personal security and safety of all persons in the Rental Unit. Any safety or security measures are Tenant's responsibilities.

9. USE OF RENTAL UNIT BY TENANT

TENANT may use the PROPERTY only as a private residence for One person. Only TENANT and the persons listed on TENANT'S LEASE may live in the PROPERTY. TENANT may not commit any act or allow any activity to occur on the property, which violates or breaks any Federal, State or Local laws or ordinances. TENANT may not use the PROPERTY for any disorderly or illegal purpose. TENANT may not store any hazardous, flammable or toxic substances in or on the PROPERTY. TENANT may not do or allow any behavior in the PROPERTY which is a nuisance or which increases the cost of insurance on the property.

10. RULES AND REGULATIONS

Tenant agrees to obey all federal, state and local laws and regulations when using the Rental Unit.

Tenant agrees not to allow any additional persons, other than those listed as Tenant to live in the Rental Unit.

No flammable, hazardous or toxic chemicals or substances are allowed in or around the Rental Unit.

No illegal narcotics are allowed in or around the Rental Unit.

No large or loud parties, assemblies or activities are allowed on premises. Tenant or Tenant's guests at no time shall cause a disturbance to other Tenants or neighbors of leased premises. If reports of disturbance, caused by Tenant or Tenant's guests, are made to the Landlord, he may move for immediate termination of Lease agreement (with full payment of lease balance due immediately) and eviction of Tenant.

No pets are allowed. If pets are in or around the Rental Unit, (1) Tenant is breaking this Lease, (2) Tenant will pay the Pet Violation Charge in the Lease Information Table, and (3) Landlord may remove the pet to an animal shelter or other location at Tenant's expense. (Refer to Pet violation charge & Removal)

If Tenant breaks any rules or regulations for the Rental Unit, Tenant is in violation of this Lease.

Land lord is obligated in any way to discuss any matters regarding the leased premises with anyone other than the tenants named in this leased agreement.

Landlord has the right to impose reasonable rules and regulations from time to time for the proper management of the property by notifying Tenant in writing.

Tenant will not store any personal property in hallways, porch, yards, and basements. unless you are renting a house that includes a basement then you can use the basement hallways, porch, yards, as far as the housing law allows.

All trash must be disposed of in an appropriate manner. a) Apartments– Garbage must be placed into the designated dumpster and is never to be stored in hallways, fire escapes, outside, in the apartment or any other place that is not a dumpster.

b) Townhouse– Garbage must be placed in a tenant provided garbage can with a lid. You are only to put the trash on the street the night before it is to be picked up.

Apartments– All hallways must be kept clear of litter and debris. Any cleaning that is required above normal cleaning will be billed to tenants.

Townhouse– You are responsible for the yard at your townhouse. Please make sure it is free of litter and debris. Please also shovel the ice and snow off of porches and sidewalks.

Townhouse–Only patio furniture is allowed on porches. Any couch, recliner, or upholstered furniture will be removed ,by Landlord, at your expense.

The thermostat must be set at a minimum of 60 degrees. Even when you go away for the Thanksgiving and Christmas break, the temperature must be maintained.

Do not call about heating problems, unless the temperature drops below 68 degrees.

Small Maintenance must be performed by all Tenants. a) All light bulbs must be changed by the Tenant. b) Toilets and drains must be plugged.--If Plumber is called and determines that blockage is a result of Tenants actions, Tenant will be charged a minimum of \$80.00. c) Pilot lights for the furnace, water heater, and range must be lit by the Tenant. d) Batteries for smoke detectors must be changed. e)Familiarize yourself with the circuit breaker box. If the lights go out, please make sure that no breaker has tripped. 8) We try to fix problems as quickly as possible. Please allow 24 - 48 hours for maintenance.

All maintenance should be reported during normal business hours. Any calls taken during non-business hours will be considered Emergency Maintenance and must be life threatening. (i.e. no heat during the winter, flooding, fire, etc.)

A minimal amount of cleaning must be done. Dirty dishes and garbage must be taken care of. Carpets and floors should be swept. Bathrooms and kitchens should be cleaned regularly.

Apartments - No smoking in hallways. Apartments – The fire escape is only for emergencies. Do not go onto the escape unless you are fleeing from danger. 13) Apartments – No live Christmas trees are allowed.

all windows must be covered, by tenant with blinds or neutral colored curtains. Do not use blankets, sheets, or newspaper as window coverings.

Access to the units must be given to Landlord to show prospective Tenants.

A phone number must be given to Landlord. If a phone number is not given unit will be shown without notice.

You have to obtain renters insurance to cover any damage to your personal property. Check to see if this is covered with your parents' Homeowners' Insurance.

All sublets must be approved by Dourid Aboud property management llc.

Absolutely no pets are allowed. If a pet is found, it will be removed immediately, and the Tenant will be charged according to the lease.

Basements are not to be used as living space. You should expect some moisture in the basement.

Twelve month Payment Schedule for new tenants: 1st is due – June 1st, 2025

2nd payment due –July 1, 2025

Payments continue to be due the first of every consecutive month until the last rental payment is made on May 2026.

11. CARE OF RENTAL UNIT

Tenant is responsible for, and will take good care of, the Rental Unit and all of the property in and around it, including but not limiting to, the hallways, stairways, and porches. Keeping these areas clean and clear of debris at all times.

Tenant agrees to turn over the Rental Unit and all of Landlord's personal property, fixtures and appliances, when the Lease ends in good condition. Tenant agrees to thoroughly clean the Rental Unit, appliances and fixtures. Tenant further agrees to remove and properly dispose of all trash and debris during lease term and at the end of this Lease.

No nails, screws are allowed in the walls or woodwork without Landlord's permission. Picture or other items are allowed on the walls only by a method approved by Landlord.

If Tenant is responsible for or can control the heat, Tenant will keep the Rental Unit heated at all times during the heating season. Tenant shall keep the heat on no lower than 60 degrees Fahrenheit. This includes but is not limited to when the tenant is not in the unit. If Tenant fails to do so, Tenant will pay for any and all damages which may occur, including but not limited to damages, and loss of rent caused by damages to any and all rental units on the premises.

Tenant must inspect and test the operation of all smoke detectors in the Rental Unit and hallway on respective floor, during this Lease and replace and install batteries to keep the smoke detectors working at all times.

Tenant is responsible for supplying and maintaining light bulbs for Rental Unit and hallway on respective floor.

Tenant is responsible for paying to clean the carpets professionally at the end of the lease term. Landlord will certify that the carpets have professionally cleaned prior to the tenant's occupancy. Also the house will be professionally cleaned and the tenant is responsible to have it cleaned to the standards of the professional companies that cleaned the house when the tenants moved in.

Tenant must exterminate the unit and other units when needed if the tenant caused the need for extermination.

CLEANING UPON LEASE EXPIRATION***

The following items must be cleaned upon termination of the LEASE:

Refrigerator (inside and out and behind and below)

Stove and hood (inside and out and behind and below)

Dishwasher (inside and out)

Washer and dryer (inside and out)

Bathtub and bathtub walls

Kitchen and bathroom floor

All kitchen and bathroom sinks

Toilets (inside and out)

Baseboards

Doors

Windows on the inside

Light fixtures and fans

All carpets and floors (swept and cleaned)

All items taken off the walls (posters, pictures anything, etc.) walls must be given back as you got them with no damage.

Owner will Steam clean all carpets and the cost will be taken from Security Deposit.

If kegs are found in the house, tenants will buy new carpet to replace where it has been soiled and abuse by a party.

The unit must be given back to the landlord in the same condition the tenant recieved it.

*** IF THE ABOVE ITEMS ARE NOT CLEANED UPON EXPIRATION OF THE LEASE, CLEANING FEES WILL BE DEDUCTED FROM THE SECURITY DEPOSIT.

12. LANDLORD'S RIGHT TO ENTER RENTAL UNIT

Landlord and persons allowed by Landlord have the right to enter the Rental Unit at reasonable times.

Tenant may not unreasonably stop Landlord from entering. A 24 hour notice is required by the landlord unless there is an emergency then no advance notice is required.

Landlord and persons allowed by Landlord have the right to (1) inspect, (2) make repairs, (3) do maintenance, (4) label for rent or sale, and (5) show the Rental Unit during the Lease Term. Tenant agrees to keep the Rental Unit in clean and orderly condition while the premises are being showed to perspective tenants or purchasers. Tenant(s) must inform Landlord of their intention to renew this lease by September 15th.

13. UTILITIES AND OTHER SERVICES

- Tenant agrees to pay for utilities and other services, which are indicated as Tenant's responsibility in the Lease Information Table. Landlord agrees to pay for services, which are indicated as Landlord's responsibility in the Lease Information Table.
- Tenant agrees to pay for any personal services not listed in the Lease Information Table.
- Landlord has the right to temporarily turn off any utility or other services to the Rental Unit in order to make repairs or to do maintenance
- Tenant must maintain utilities for the entire time Tenant leases the unit, up too and including the last day of the lease as stated on this agreement or any renewal.
- **14. APPLIANCES & FIXTURES**
- Landlord shall lease the following appliances to Tenant as part of this agreement: stove , dishwasher, fridge and washer and dryer

No waterbeds or major appliances, including but not limited to, laundry washer & dryers and dishwashers are permitted, without written permission from Landlord. If permitted, evidence of rental insurance is required naming Landlord as also insured.

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LANDLORDwill NOT be responsible for any food that is lost or must be replaced if an appliance fails for any reason or is not available. TENANT must insure against these losses.

All fixtures supplied by landlord including, but not limited to, smoke detectors, light fixtures, mirrors, etc., are also leased to Tenant and subject to all provisions of this Lease agreement. All appliances and fixtures shall be returned to the Landlord at the end of the term of this agreement in clean and functioning condition, otherwise subject to being deducted from the security deposit or charged for replacement. Any fixtures that Tenant may have installed on the premises must must be removed when the tenants move out and any damage caused by this fixture must be repaired to the original condition that the tenant received it in

- Tenants are responsible for window treatments , and blinds.

- Tenants are responsible for shower rods and shower curtains.
- **15. GARBAGE REMOVAL**
- All garbage must be kept in plastic bags, tied and placed in designated areas. Tenant is responsible for keeping these areas clean of rubbish and debris at all times. Garbage must be placed for collection according to the collection schedule in specified areas. Any and all garbage fines incurred shall be divided and paid for by all Tenant/s residing at the premises. When and if the tenant fails to place garbage out for pick up, Landlord will (with out prior notice to tenant) have trash removed and placed properly, all costs will be forwarded to tenant.
- IF THE LANDLORD RECIEVES MORE THEN TWO WARNINGS FROM THE CITY OF PITTSBURGH FOR GARBAGE VIOLATIONS THE TENANT WILL BE CHARGED \$250.00 PER NOTICE AFTER THE 2ND NOTICE.

ALL TRASH MUST BE TAKEN OUT NO SOONER THAN 6 P.M. PRIOR TO YOUR GARBAGE PICK-UP DAY. (TUESDAY)

IF GARBAGE IS LEFT ON THE STREET ANY OTHER TIME, A FINE WILL BE ASSESSED BY THE CITY OF PITTSBURGH AND THE TENANT WILL BE RESPONSIBLE FOR PAYMENT OF THE FINE.

GARBAGE MUST BE STORED IN LARGE 32 GALLON TRASH BAGS WITH LIDS ON, NOT IN PLASTIC GROCERY BAGS.

PIZZA BOXES MUST BE FOLDED UP AND PLACED IN GARBAGE BAGS.

TENANT must use appropriate dumpsters or trash cans for all of TENANT'S trash. TENANT must get rid of trash regularly and frequently. b) TENANT may not use LANDLORD'S dumpsters for bulk items such as furniture. TENANT must make separate arrangements to have large items picked up. d) TENANT must follow all recycling programs and laws that apply to the UNIT

16. SMOKE DETECTORS / CARBON MONOXIDE DETECTORS: a) TENANT will maintain and monthly test any smoke detectors and carbon monoxide detectors in the UNIT.

TENANT will notify LANDLORD of any broken, inoperable or missing smoke and/or Carbon Monoxide Detectors. b) TENANT will be responsible for any damage to property if TENANT fails to maintain smoke detectors and/or Carbon Monoxide Detectors. c) TENANT is responsible for the replacement of batteries during this lease.

SMOKING: a) Landlord prohibits smoking inside apartment or building. b) Smoking is not permitted at entrances to the building. c) Tenant will be responsible for any costs LANDLORD must pay to clean, replace, paint and/or sanitize the UNIT due to TENANT'S lease violation for smoking (for example, yellowed walls, odors in carpeting & furniture and stained ceilings). Tenant will be held responsible for any lost rent from other tenants that move because of tenant's lease violation

- **17. EMINENT DOMAIN**

Eminent domain is the legal name for the right of a government to take private property for public use.

If all or any part of the Rental Unit or the building of the Rental Unit is taken by the government, Landlord is allowed to end this Lease. All money paid by the government belongs to the Landlord.

18. WHEN TENANT STAYS IN THE RENTAL UNIT AFTER THE END OF THE LEASE

This lease may not automatically renew under any circumstances.

If Tenant does not leave and remove their belongings at the Lease Ending Date, Landlord may accept rent payment. Such payments will not renew the Lease.

If Tenant stays in the Rental Unit after the Lease Ending Date and does not sign a new Lease Agreement, Landlord can have Tenant removed from premises without giving notice.

Death of either the Landlord or the Tenant does not affect or end this Lease.

19. REPAIRS

Landlord is required to perform only the following repairs:

Roof (2) foundation (3) structure or (4) those required by law. (5) Everything to maintain the condition of the property in

Substantially the same condition as at the time of Tenant's original occupancy. These repairs include, but are not limited to, the repair or replacement of appliances, plumbing, electrical, heating and cooling, windows, and doors.

Tenant will immediately tell Landlord in writing if any such repairs are needed.

- a) While TENANT is renting the UNIT, TENANT will be responsible for small maintenance and repairs. This includes but is not limited to; changing light bulbs, maintaining smoke alarms, changing furnace filters, unclogging drains, toilets and fixtures, carpet cleaning, painting, and any other repairs that cost \$130.00 or less per occurrence.

- b) If UNIT is a single-family or townhouse unit, or the tenants are occupying the whole house, TENANT will be responsible for extermination. Extermination treatments are to be done periodically, or as necessary, and will include roaches, ants and rodents and any other infestation.
- c) If LANDLORD is called to UNIT for a small repair, TENANT will be billed for 1. The cost (minimum \$75) 2. Any additional fee for after business hours (5PM to 9AM) weekends and holidays. The cost for these repairs billed to TENANT will be considered as ADDITIONAL RENT. d) TENANT agrees to pay for the repair of any damage to the UNIT caused by TENANT or the family or visitors of the TENANT. This cost will be considered ADDITIONAL RENT. 5 e) Repair calls, if made by 12 noon on a business day will be responded to by LANDLORD within 48 hours, when possible. f) TENANT is also responsible for maintaining sufficient heat (60°) to the UNIT to prevent freezing. g) If a needed repair is not reported by the TENANT to the LANDLORD and an incident occurs as a result of the needed repair, the LANDLORD will not be held responsible for the incident

Any expenses for damages to the premises, due to Tenant or Tenant's guests, is the sole responsibility of the Tenant and will be repaired, replaced or paid for by the Tenant. This includes, but is not limited to such things as clogged drains, clogged toilets, broken appliances, pest, leaks, and damages to walls, floors, carpets, ceilings, windows, or fixtures, damages caused by frozen pipes. Any damage NOT caused by the Tenant shall be repaired within reasonable time depending on the extent of the damage.

Tenant cannot reduce or refuse to pay the Monthly Rent because of any inconvenience or discomfort caused by repairs needed, or for Landlord's failure to provide any service or utility not through the fault of the Landlord.

Tenant cannot reduce or refuse payment of monthly rent for any reason.

- LOST KEYS
- Lost or misplaced keys are \$10 (Ten dollars) each, to replace.

Tenant, additionally may be responsible for the cost of replacing locks if Landlord feels that it may be necessary for safety precautions.

• 20. CHANGES MADE BY TENANT

No changes to the Rental Unit by Tenant are allowed without Landlord's written consent. If given, Tenant is responsible for any damages, which may occur due to these changes.

When Tenant moves out, Landlord may keep, remove or repair any such changes. The cost of removal of changes, repairs and restorations of the Rental Unit is the responsibility of the Tenant.

Tenant will not change the locks in the Rental Unit or install any additional locking devices without Landlord's written permission. If any locks are changed or installed by Tenant, Tenant must give Landlord a duplicate set of keys immediately. If tenant does not give landlord key the landlord has the right to change the lock without notice to tenant.

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LOCKS: a) TENANT will not place any other lock on any doors of the UNIT. b) TENANT will not change locks on any doors without written permission from LANDLORD. c) TENANT will return all keys to LANDLORD (including mailbox keys) by 10 AM on the last day of this LEASE. If the TENANT does not return the keys to the LANDLORD by 10 AM at end of LEASE, TENANT will be charged \$10.00 per day until the keys are returned, or the costs to have locks changed, whichever is greater. d) LANDLORD must at all times have a key to the UNIT. e) If LANDLORD is unable to provide lockout service, TENANT agrees to pay \$75.00 for any lockout service rendered during regular business hours, \$125.00 for any lock out service after hours, holidays and weekends. If the LANDLORD is unable to provide lockout service, TENANT is expected to contact the locksmith to regain entry at his or her own expense. TENANT will also be responsible for cost to change back to master.

21. VIOLATIONS OF THIS LEASE

If there are two or more Tenants or a Co-Signer to this Lease, this is a joint and several Lease. That means that all the Tenants and Co-Signers, as a group and each of the Tenants and Co-Signers as an individual are responsible to the Landlord for all of the provisions of this Lease. For example, if the rent is not paid in full, Landlord can sue all of the Tenants (jointly) for any unpaid rent, or Landlord can sue any one Tenant separately (severally); even the Tenant who already paid partial rent, for all of the remaining unpaid rent.

Tenant violates this Lease if Tenant, Tenant's family or guests:

- Lied or made any untruthful statements in their rental application, whether written or verbal
- Fails to pay Monthly Rent or other charges to Landlord on time
- Abandon the Rental Unit without the Landlord's permission before the end of the Lease
- Does not: (a) leave the Rental Unit; (b) remove all of their belongings; and (c) return the keys to the Rental Unit to the Landlord at the date & time set forth in this Lease
- Fails to obey all rules and regulations for the Rental Unit as provided from time to time by Landlord to Tenant
- (6) Is convicted for or possesses any drugs, whether in the Rental Unit or not, or applies for any Probation without Verdict" or "Accelerated Rehabilitation Disposition" Program, or

- Does not obey all the requirements of this Lease Agreement.
- Has a Pet in the apartment without written consent.

• **22. NOTICE OF VIOLATION**

- If Tenant violates the Lease by failing to pay rent or other charges to Landlord in full on time, Landlord Does NOT Have to serve Tenant with a NOTICE TO QUIT or EVICTION NOTICE. NO NOTICE will be given to the Tenant. This means that the Landlord may file a Complaint in Court for the FULL balance (ALL rent due in this lease agreement) of rent, past due and any and ALL future payments due with this Lease agreement or to remove Tenant from the Rental Unit, or both.

If Tenant, Tenant's family or guests violate the Lease in any other way, Tenant waives the right to receive any NOTICE TO QUIT or EVICTION NOTICE. This means that the Landlord may file a Complaint in Court to remove Tenant, Tenant's family and guests without first telling the Tenant.

• **23. REMEDIES AVAILABLE TO LANDLORD IF TENANT VIOLATES LEASE**

- If Tenant, Tenant's family or guests violate (break) this Lease, the Landlord may sue:

1 To collect past due rent, late charges and any other money owed

2 To remove the Tenant and all others from the Rental Unit

3 To collect for all damages to the Rental Unit, including withholding Tenant's wages for damages

4 To collect for unpaid rent until the Lease Ending Date (stated in this agreement)

5 To collect all costs and expenses caused because Tenant violated (broke) this Lease, including: (a) utilities otherwise payable by Tenant; (b) advertising; (c) attorney's fees; (d) court costs; (e) reasonable fee to Landlord to: (i) show the Rental Unit to new Tenants; (ii) review and approve any new Tenant, and (iii) prepare a new lease.

Landlord may also choose to notify credit bureaus of any judgment found against Tenant.

Landlord also has the right to seek any other remedies allowed by law.

24. PERSONAL BELONGINGS OF TENANT

- If the premises are left unoccupied for 30 days, and the tenants or their co-signers cannot be reached, all of Tenant's property will be placed into storage, with a charge of \$25 per day at Tenant's expense. Property left unclaimed for more than 30 days will be presumed abandoned, at which time Tenant gives Landlord specific authority to dispose of it in any manner without recourse by tenant. In that case, Landlord is NOT responsible for the value of such belongings. Landlord can sue for accelerated rent. Accelerated rent will be all of the remaining rental payments and is not eligible for the prompt payment discount.

This further applies to a Tenant in jail, or in a mental health unit, and any other reasons, and fails to make arrangements with Landlord to remove their belongings and to pay rent in full.

Under no circumstances Landlord be responsible for tenant's personal belongings.

Furthermore, any personal property or belongings left in the Rental Unit, after the Lease Ending Date CAN BE disposed of in any manner by the Landlord. Landlord Will Not Store/Save any personal property or belonging after The Lease has ENDED. Tenant agrees that all personal items placed in or on the Rental Unit belonging to the Tenant/s family/guests, etc Will BE disposed of (trashed) after 10:01am on the said ending date in this agreement. Tenant will protect Landlord (tenant assumes any and ALL liabilities) against any claims made by other people regarding any such personal goods.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Sign and Accept

2.1 LEASE

1. The Landlord and the Tenant also agree as follows:

By signing this lease, each Tenant has read the entire Agreement and understands all of it.

ENTIRE AGREEMENT

Everything **Landlord** and **Tenant** have agreed on is in this **Lease Agreement** and its **Attachment(s)**. The **Landlord** and **Tenant** can change any part of this **Lease** only if they both sign a written agreement to do so.

LANDLORD: _____

Date: _____

TENANT: _____

Date: _____

TENANT: _____

Date: _____

TENANT: _____

Date: _____

TENANT: _____

Date: _____

TENANT: _____

Date: _____

TENANT: _____

Date: _____

X

Lessee

Date Signed

X

Lessor

Date Signed