



1

Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

and us, the owner/agent:

<<Company Name>>

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>, and if tenant remains in possession thereafter with Lessor's written consent, then shall be month-to-month on the same terms and conditions as stated herein (unless Lessor provides otherwise in writing), save any changes made pursuant to law, until terminated.

1.3 PROMISES OF THE PARTIES

The terms and conditions contained herein shall be conclusively deemed the agreement between the Tenant and the Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

1.4 RENT

Tenant shall pay to Lessor at the Lessor's address set out in this lease (or such other address as Lessor may designate in writing) the monthly rent of <<Monthly Rent>> on or before the first day of each month and the rent for any initial partial month at the execution of the Lease.

Time is of the essence with regard to each and every payment of rent under this Lease, and acceptance of any rent payment by Lessor after the due date for such rent payment shall not be deemed a waiver of Lessor's rights under this Lease to timely payment. To cover costs to Lessor caused by Tenant's failure to pay rent when due, in the event that any rent payment is paid after the 5th day of the month in which such payment is due, Tenant shall pay Lessor five percent (5%) of the balance due.

Tenant payments delivered by mail shall be deemed paid on the date delivered. Tenant shall pay Lessor Fifty Five Dollars (\$55.00) for each time Tenant's payment is returned unpaid by Tenant's bank to the Lessor for insufficient funds or for any other reason.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

1.5 SECURITY DEPOSIT

Tenant has deposited with Lessor a security deposit in the amount of <<Security Deposit Charges>>. Lessor shall have the right, but not the obligation, to apply the security deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent or in the performance of the covenant or agreements contained herein. Lessor's right to possession of the apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Tenant's Liability is not limited to the amount of the security deposit.

Upon expiration or termination of the Lease by Lessor, and full payment of all amounts due and performance of all Tenant's covenants and agreements (including surrender of the apartment in accordance with Paragraph 16) the security deposit or any portion thereof remaining unapplied shall be returned to Tenant within thirty (30) days of such expiration or termination by Lessor without interest.

In the event of a sale, lease, or other transfer of the Building, Lessor may transfer or assign said security deposit to Lessor's grantee, lessee, or assignee. Provided said grantee, lessee or assignee by written undertaking addressed to Lessor assumes all Lessor's obligation hereunder, Tenant agrees to look to such grantee, lessee or assignee solely for the return of said security deposit. The provisions hereof shall apply to each and every sale, lease or other transfer of the Building.

Tenant hereby agrees not to look to the mortgagee as mortgagee, mortgagee in possession, or successor in title to the property, for accountability for any security deposit required by the landlord herein under, or unless said sums have actually been received by said mortgagee as security for the tenant's performance of this lease. SECURITY DEPOSIT SHALL NOT BE DEEMED OR CONSTRUED AS ADVANCE PAYMENT OR RENT FOR ANY MONTH OF THE LEASE TERM.

1.6 RESIDENT TO INSURE POSSESSIONS

Lessor is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the apartment or elsewhere in the building shall be at the risk of Tenant only and that Tenant will carry such insurance. Tenant further agrees that Lessor, its agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the apartment or building, sustained due to the apartment or building or any part thereof or any appurtenances thereof becoming out of repair or for damage caused by water, snow, ice, frost, steam, sewerage, sewer gas or odors, heat, cooling and ventilation equipment, bursting or leaking pipes, faucets, and plumbing fixtures, mechanical breakdown or failure, electrical

failure, security service or devices or mailboxes being misused or becoming temporarily out of order, and fire, or due to the happening of any accident in or about the building, or due to any act of neglect of any other tenant or occupant of said building or any other person.

Tenant's occupancy of any storeroom, storage area, parking area or garage space in or about building shall be as licensee only. Tenant understands that due to the construction, location and use of storeroom, storage area, parking area or garage space, Lessor cannot and shall not be liable for any loss or damage of or to any property placed therein. DO NOT STORE VALUABLE ITEMS IN SUCH AREAS. The termination of this Lease for any reason shall also serve to terminate Tenant's right to use such storeroom, storage area or garage space.

It is expressly understood and agreed that if Tenant utilizes any garage service provided by Lessor, no bailment or trust relationship shall hereby be deemed created and Lessor shall not be deemed to be a bailee or trustee. LESSOR HEREBY DISCLAIMS ALL LIABILITY FOR ANY DAMAGE OR LOSS FROM ANY CAUSE TO TENANT, TEANT'S VEHICLE OR PROPERTY OR ANY PROPERTY LOCATED THEREIN, WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY ANY OF LESSOR'S EMPLOYEES OR BY ANY OTHER PERSON. TENANT HEREBY ACKNOWLEDGES LESSOR'S DISCLAIMER OF SUCH LIABILITY.

1.7 KEYS AND LOCKS

Tenant shall be responsible for the safekeeping of all keys and access cards to the apartment, building and parking areas. Lessor shall have no obligation or duty to supply Tenant with additional keys or access cards to the apartment or building, nor shall Lessor be obligated to unlock the apartment if Tenant's key has been lost or misplaced or is otherwise unavailable. If Lessor does unlock the apartment for Tenant, however, there shall be immediately due and payable as additional rent a charge of Fifty Five Dollars (\$55.00). If, in order to unlock the apartment, it should become necessary for Lessor to utilize the services of a locksmith or other person not in the employ of Lessor, then Tenant shall, in addition to above charge and as additional rent, promptly reimburse Lessor for his cost in securing those services. If Lessee loses a key to the apartment, the Lessee shall pay Twenty-five Dollars (\$25.00) to Fifty Dollars (\$50.00) for a replacement.

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

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Policies and Procedures

2.1 LIMITATIONS OF THE LESSOR'S LIABILITY

A. tenant hereby declares that Tenant has inspected the apartment, the Building and all related areas and grounds and that Tenant

is satisfied with the physical condition thereof. TENANT AGREES THAT NO REPRESENTATIONS, WARRANTIES (EXPRESSED OR IMPLIED) OR COVENANTS WITH RESPECT TO THE CONDITION, MAINTENANCE OR IMPROVEMENT OF THE APARTMENT, BUILDING OR OTHER AREAS HAVE BEEN MADE TO TENANT EXCEPT THOSE CONTAINED IN THIS LEASE, THE APPLICATION, OR OTHERWISE IN WRITING SIGNED BY LESSOR.

B. Lessor shall not be liable for any damage to Tenant or Tenant's property occasioned by failure to keep the demised premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes or sewerage, or the bursting, leaking or running of any cistern, tank, washstand, water closet, or water pipe, in, above, on, or about said building or premises, nor for damage to Tenant or Tenant's Property occasioned by water, snow or ice being on or coming through the roof, skylight, trap-door or otherwise, nor for any damage to Tenant or Tenant's property arising from acts of neglect of co-tenants or other occupants of the same building, or of any owners or occupants of adjacent or contiguous property or any other loss which would normally be covered by a tenant's or renter's Insurance Policy.

C. If any of the personal property demised is a mechanical appliance, then as to such appliances, the Lessor will keep it or them in good operating condition; provided, however, that this obligation shall not extend to or include an obligation on the part of the Lessor to repair appliances with a mechanical difficulty or any defect in an appliance which has been occasioned by the fault, default, neglect or other act of the Tenant in using it or them or in caring for it or them; provided, further, that the Lessor shall not be called upon to effect any such repairs unless the Tenant shall first give the Lessor written notice; and provided further, that unavoidable or reasonable delay upon the part of the Lessor in causing such repairs to be made shall not constitute the Lessor in default here under, nor shall it be deemed an eviction, constructive or otherwise, of the Tenant or a breach of this Lease or of any warrant of any kind.

D. Lessor agrees to keep the areas of the apartment building in which the demised premises are located in good order; provided, however, that an unavoidable or reasonable delay up the part of the Lessor in making such repairs shall not constitute a default of Lessor here under, nor shall it be deemed an eviction, constructive or otherwise, of the Tenant or a breach of this Lease shall not be affected thereby, nor shall any claim accrue to the Tenant by reason thereof.

E. It is expressly agreed that if the operation of the elevators, the furnishing of heat and air conditioning or any other service, shall cease by reason of accident, strike, repairs, cleaning out boilers, alteration or improvements to be made or done to any part of the apparatus of appurtenances belonging thereto, or any cause beyond the control of the Lessor, the obligations of the Tenant under the terms of this Lease shall not be affected thereby, nor shall any claim accrue to the Tenant by reason thereof.

F. It is understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. It is further understood and agreed that for the most part Lessor's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on Lessor, other tenants and surrounding neighborhood. It is therefore, understood and agreed that Lessor's delay in performing agreements, interruptions in services provided by Lessor, breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant members of Tenant's household,

guests or other persons on the premises with Tenant's consent, or other tenants; (2) Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the apartment or building for purpose of correcting defective condition; (3) lack of reasonable opportunity to Lessor to correct defective conditions; (4) conditions beyond Lessor's reasonable control, including strikes or lockouts; (5) Lessor's not having actual knowledge of defective conditions, or (6) Lessor's having exercised due care but such defective condition(s) continuing to persist, shall be an absolute defense in any action against Lessor or breach of covenant based upon the duties of Lessor to maintain the apartment or building. Lessor's failure or inability to make repairs or provide services in any of the just described circumstances shall in no event form the basis of any claim or setoff for damages against Lessor or a basis for an abatement of rent not a cause for termination of the Lease.

Nothing herein contained shall in the event of fire, explosion or other casualty impose upon Lessor any obligation to make repairs which are more extensive or different from those required by the provisions of paragraph 14 of this Lease – Fire and Casualty.

Lessor shall not be deemed in default for failure to perform any obligations here under unless such failure is not cured by Lessor within thirty (30) days after receiving written notice of such failure from Tenant.

G. Tenant will indemnify Landlord and save it harmless from an against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property with Tenant's apartment, or arising from Tenant's or its guest's or visitor's use of the fitness center, gamer room, laundry area and all other common areas within the apartment building. Tenant will also indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from Tenant's use of the parking areas.

2.2 NOTICES

Notices, including those provided by statute, shall be in writing and served by delivery (A) in person or (B) United States mail, regular postage prepaid at the address shown for Lessor and Tenant at the beginning of this Lease or at such other addresses as either party may designate to the other party by written notice. If service is by mail, the mailing shall be deemed delivered and the date of mailing the date of delivery. Notices served in person on Tenant may be served if left with some person residing in or in possession of the apartment above the age of fifteen (15) years or in the event of an apparent abandonment then notice shall be served by posting same on the door to the apartment in addition to (B) above.

2.3 LEASE RULES & REGULATIONS

The Rules and regulations at the end of this Lease shall be a part of this Lease. Tenant covenants and agrees to keep and observe these rules and regulations. Tenant also covenants and agrees to keep and observe such further reasonable rules and regulations as may be promulgated from time to time by Lessor or Lessor's agent for the necessary, proper and orderly care of the Building (provided such later rules do not materially change the terms contained in the body of this Lease). Tenant further covenants and agrees that Tenant is responsible for its visitors and guests and their adherence to these rules and regulations.

By initialing below, you acknowledge and agree to the terms in Section 2.

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Responsibilities

3.1 TENANT'S USE OF APARTMENT

The apartment shall be occupied solely for residential purposes by Tenant and only those other persons specifically listed on the application, who for purpose of this Lease are considered Tenants and bound hereby. If prior written notice is given to Lessor, guests of Tenants may occupy the apartment in reasonable numbers for no more than two weeks during each year of the term hereof, this privilege may be revoked at Lessor's sole discretion on twenty-four (24) hour written notice. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the building or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the building.

Tenant agrees to pay for all damage to the apartment and/or building caused by Tenant its visitors or guests. Tenant shall be responsible for any damage done to the apartment or building caused by or arising from moving the Tenant's furniture and possessions in or out of said apartment.

Tenant shall not violate any applicable Environmental Law (as defined below) in connection with its use and occupancy of the apartment, nor shall Tenant allow any "Hazardous Substances" (as defined below) to be (i) released from or installed in, on or from the apartment or apartment building by Tenant, or (ii) stored on or about the apartment or apartment building by Tenants in a quantity equal to or exceeding a "reportable quantity" as defined under 40 C.F.R. 302 and 355, as amended (except that no asbestos containing materials, PCB's or radon gas shall be stored or brought on or about the apartment or apartment building by Tenant in any quantity or amount). The term "Hazardous Substances" shall, for the purposes hereof, mean any flammable explosives, radioactive materials, hazardous wastes or related materials, radon gas, PCB's, asbestos or any material containing asbestos, or any other substance or material, as defined by any federal, state or local environmental law.

3.2 TENANT'S UPKEEP

Tenant covenants to perform the following obligations during the terms hereof, (A) maintain the apartment and appurtenances in a clean, sanitary manner from the apartment to the refuse facilities; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures; (D) not place in the apartment or building any furniture, plants, animals or any other thing which harbors insects, rodents, or other pests; (E) keep out of the apartment and building materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Lessor's fire insurance carrier; (F) not destroy, deface, damage, impair, nor remove any part of the building or apartment or facilities, equipment or appurtenances

thereto and; (G) prevent any person in the apartment or building with Tenant's permission from violating any of the foregoing Tenant obligations. Tenant shall not suffer or commit any waste in or about the apartment or building and shall, at Tenant's expense, keep the apartment in good order and repair (except to the extent Lessor has in this Lease agreed to do so). On termination of this Lease, Tenant shall return the apartment to Lessor in like condition, reasonable wear excepted.

The fire sprinkler heads are sensitive. Flooding will occur if such sprinkler heads are damaged. Tenant agrees that if Tenant, its visitors or guest deliberately damage the fire sprinkler heads, Tenant will be liable for any damage resulting there from.

3.3 ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY

Tenant shall make no alterations or additions to the apartment or any part of the building, interior or exterior (including no painting or wallpapering, nor install, attach, connect or maintain there at any major appliances, devices, fixtures or equipment of any kind without in each and every case the written consent of the Lessor and then, if granted, only upon the terms and conditions specified in such written consent. All alterations, additions and fixtures (including security devices) whether temporary or permanent in character, made by Lessor or Tenant, in or about the apartment shall, unless otherwise agreed or unless Lessor requests their removal, become Lessor's property, including, but not limited to, any carpeting installed with the use of tacks or tack strips, and shall remain in the apartment on the termination of the Lease without compensation to Tenant. If Lessor shall permit or demand removal, Tenant shall put that part of the apartment into like condition as existed prior to the installation of such alteration, addition or fixture. In the event that Tenant does not make any repairs, alterations, installations or improvements, Tenant shall not permit such to subject the demised premises to any mechanic's lien. If enforcement or execution on any mechanic's lien is commenced as a result of any such repairs, alterations, installations or improvements erected by Tenant, Tenant shall pay or cause to be paid and discharged of record any and all such mechanic's liens or liens for labor performed or materials furnished. Tenant shall indemnify, hold harmless and defend Lessor of and from all actions, damages, costs, charge and expense, including any attorney's fees or other expenses incurred in defending such action, by reason of or arising out of such lines. Tenant covenants that at no time shall its use of the electric current exceed safe capacity of the feeders to the building or risers, or wiring installations, nor shall Tenant install any fuses of greater capacity than such safe capacity of the electric wiring permits.

3.4 ACCESS

Lessor reserves the right in accordance herewith to enter he apartment in order to inspect same, make necessary or agreed services, or exhibit the apartment to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the building, its components or persons therein. At Lessor's discretion, Lessor shall be provided with and may retain and use copies of any keys and access cards necessary for access to the apartment.

The Lessor shall have the right, in itself or through its Agents or Employees, to "show" the apartment to prospective tenants during the term of the Lease.

3.5 TENANT'S WAIVER

Tenant's covenant to pay rent is and shall be independent of each and every other covenant of this Lease.

3.6 DEFAULT

A. If Tenant, (1) defaults in the payment of any single installation of rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Lessor; or (2) defaults in the performance of any other covenant or agreement hereof, Lessor may treat such event as a breach of this Lease and Lessor shall have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity; Then: (a) Lessor may terminate this Lease and the term created hereby, in which event Lessor may forthwith repossess the apartment in accordance with law and Tenant agrees to pay to Lessor damages in an amount equal to the amount of rent provided in this Lease to be paid by Tenant for the balance of the term as set forth in this Lease less the fair rental value of the apartment for said period, and in addition, any other sum of money and damages owed by Tenant or Lessor, or (b) Lessor may terminate Tenant's right of possession and may repossess the apartment in accordance with law without further demand or notice of any kind to Tenant and without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent hereunder for the full term. Upon and after such entry into possession without termination of this lease, Lessor may relet the apartment as Tenant's agent and may make repairs, alterations, and additions in or to the apartment and redecorate. Tenant shall on demand pay to Lessor damages and all Lessor's expenses of reletting as set forth. If the consideration collected by Lessor from any such reletting for Tenant's account is not sufficient to pay the amount provided in the Lease to be paid monthly by Tenant together with all such expenses, Tenant shall pay to lessor, as damages, the amount of each month deficiency. Tenant agrees that Lessor may from time to time file suit to recover any such sums falling due under the terms of this paragraph and that no suit or recovery of any portion due Lessor hereunder shall be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor except that Lessor shall not be permitted more than one recovery in the aggregate amount so due.

B. If Tenant is the subject of an involuntary proceeding under any section of any bankruptcy act and any court or tribunal shall adjudge Tenant insolvent or unable to pay Tenant's debts and such order is not vacated within thirty (30) days after its entry, or if Tenant files any voluntary section or similar proceeding under any section of any bankruptcy act in court or tribunal to delay or reduce or modify Tenant's debts or if Tenant is declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if any receiver or trustee is appointed for Tenant or his property, this Lease shall automatically terminate without need of an election by Lessor and Lessor's remedy shall be as set forth in Sub-paragraph A above.

C. Tenant shall pay Lessor all Lessor's costs, expenses and attorney's fees pertaining to the enforcement of the covenants and agreements of this Lease, whether or not suit is filed.

3.7 UTILITIES

Any premises that has utilities included in its rent is only for reasonable use and any utility usage that is excessive or misused will, at Landlord's sole and exclusive discretion, be the responsibility of Tenant. Tenant expressly acknowledges and

understands all utilities may be used only for normal household purposes and Tenant must not commit waste. Tenant acknowledges, understands, and agrees that Tenant's "reasonable use" shall be solely and exclusively determined by the Landlord, in Landlord's sole discretion, based upon the average usage by similar units (including similar square footage and location) and historical utility costs for the premises. If Landlord determines, detects, or suspects Tenant's abuse, waste, or unreasonable use of any utilities directly paid by Landlord, or if there is an increase in a utilities rate, Landlord shall have the right, at its sole discretion and choosing, to either (1) notify Tenant of an increase in Tenant's monthly rent to compensate for unreasonable utilities use or increased utilities rate and after the date of such notice, Tenant is required to pay such higher rent, as has been determined by Landlord or, if feasible to secure separate meters, (2) demand Tenant secure utilities in Tenant's own name and pay such utility companies directly for such usage. Notwithstanding anything stated to the contrary herein, before taking either action stated in the immediately preceding sentence, Landlord shall issue a warning to Tenant and notify Tenant in writing of suspected abuse of utilities and demand Tenant takes corrective action to maintain a reasonable use level of utilities.

3.8 INCLUDED UTILITY RESPONSIBILITIES & FEES

We reserve the right to limit thermostats in utility inclusive units to no lower than sixty-eight (68) degrees Fahrenheit and no higher than seventy-five (75) degrees Fahrenheit. Thermostat limits can only be adjusted within five (5) degrees Fahrenheit of the set limit. Limits can only be adjusted one time during the lease term will be reset on <<Lease End Date>>. Electric costs will be charged at a flat rate of fifty (50) dollars per month per Studio Apartment. Electric costs will be charged at a flat rate of eighty (80) dollars per month per One Bedroom apartment. Electric costs will be charged at a flat rate of one-hundred twenty-five (125) dollars per month per Two Bedroom Apartment. Electric will be charged at a flat rate of one-hundred fifty (150) dollars per month per Three Bedroom Apartment.

Upon <<Move-in Date>> tenant will be given utility account number to acquire the necessary devices for use of the non-included utility. <<Owner Name(s)>> and <<Company Name>> are not responsible for any defective devices supplied by the utility company.

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3.9 PET POLICY

All tenants bringing a pet onto property must abide by the Pet Policy, fill out a Pet Addendum and pay the Pet Fee.

3.10 RULES & REGULATIONS

These rules are for the mutual benefit of all tenants. Please cooperate; Violations may cause termination of your Lease.

1. No animals are permitted into the building without written consent of Lessor or Lessor's Agent (which may be revoked on three (3) day's notice at any time).

2. Common areas including public halls, stairways, landings and elevators shall not be obstructed or be used as a gathering place

or for any other purpose than for ingress to and egress from the Building or apartments. No congregation or children's play shall be permitted in or around the common walkway areas of the Building. All personal possessions must be kept in the Apartment or in other storage areas if provided.

3. Nothing, including bicycles and the like, shall be allowed in the common areas of the Building and are to be stored only in places designated for their storage by Lessor.

4. Laundry and drying apparatus, if provided, shall be used in such a manner and at such times as the Lessor may clearly post in such area. Clothes washers and dryers and dishwashers, unless installed by Lessor, cannot be kept in the Apartment.

5. The use of garbage receptacles shall be in accordance with posted signs and/or Lessor policy.

6. No sign, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or on any part of the outside or inside of the apartment or the Building without the prior written consent of the Lessor.

7. Absolutely no solicitation is allowed.

8. No awnings or other projection including air conditioners, television or radio antennas or wiring shall be attached to or extended from or behind the outside walls of the Building.

9. The Tenant shall not alter any lock or install a new lock or knocker or other attachment on any door of the Apartment without the written consent of the Lessor. If the Tenant violates this provision, such violation, in addition to constituting the Tenant in default will convey upon the Lessor the right to remove any such locks or hardware without the Lessor being liable to line Tenant by reason of such removal.

10. No waste receptacles, supplies, footwear, umbrellas or other articles shall be placed in the halls, on the staircase landings, nor shall anything be hung or shaken from the windows or balconies or placed upon the outside window sills or roof.

11. Noise must be kept at an acceptable level. No noise, music or other sound shall be permitted at any time in such manner as to disturb or annoy other occupants of the Building. Apartment doors must be close while entertaining.

12. The water toilets, basins and other plumbing fixtures shall not be used for any purpose other than that for which they were designated and no sweepings, rubbish, rags, sanitary napkins, tampons, prophylactic or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by the Tenant.

13. There shall be no cooking or baking done in or about the Apartment except in kitchen. COOKING ON A BARBECUE OR OTHER SIMILAR EQUIPMENT ON A PORCH, BALCONY, FIRE ESCAPE OR ELSEWHERE IS EXPRESSLY PROHIBITED.

14. If Lessor provides television master antenna hookup, only Lessor's authorized agent shall install Tenant's television set to master antenna and Tenant agrees to pay installation cost and annual maintenance fee. Tenant shall permit access to disconnect hookup for nonpayment. Tenant agrees to pay \$50.00 liquidated damages to Lessor's authorized agent for each illegal hook up in Tenant's Apartment.

15. No furniture filled with a liquid or semi-liquid shall be brought in or used in the Apartment. No water beds.

16. Smoking is prohibited in the leased premises and the common areas of the building. Beer kegs are not allowed on the property. Smoking is prohibited within 30 feet of any door or window of the building.

17. Marijuana smoking is prohibited in the leased premises and the common areas of the building. If a medical license is pertained then only marijuana consumption is allowed via food based edibles and not via smoking or vaping inside of the leased premises or common areas of the building.

18. Unauthorized parking is prohibited in the designated visitors parking area(s) and in the loading dock area(s). Unauthorized vehicles will be booted or towed at owner's expense.

19. The leased premises were inspected by landlord after the previous tenant moved out. Needed repairs were made. There was no evidence of infestation by bed bugs, or if there was evidence of infestation Landlord has taken the appropriate steps to eradicate the bedbugs. If bedbugs are found in Tenant's unit, Tenant will be responsible for the costs of eradication, including finding alternate housing, if necessary, while extermination is taking place.

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By initialing below, you acknowledge and agree to the terms in Section 3.

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General Clauses

4.1 POSSESSION

Lessor shall not be liable for any failure to deliver possession of the leased premises at the specified time, but rent shall abate from the date of the commencement of this Lease to the day possession is delivered to Tenant on the rental basis herein set forth.

If Lessor delivers possession of the premises to Tenant prior to the beginning date of the term, such possession shall be subject to the terms and conditions of this Lease, and rent will be paid on a pro-rata basis.

4.2 ABANDONMENT

If upon ten days' physical absence of Tenant's personal property (or a significant portion thereof) with or without rent being paid, and, in either case with reason to believe Tenant has vacated the apartment with no intent again to reside therein, or if Tenant shall fail to move in and take possession of the premises within thirty

(30) days after the commencement of the term, then in any such event it shall be conclusively deemed to be an abandonment of the apartment by the Tenant. In such event, and in addition to Lessor's remedies set forth in Paragraphs 15 and 20, Lessor may enter into the apartment and act as Tenant's agent to perform necessary decorating and repairs and to relet the apartment in accordance with the terms and conditions set forth in Paragraph 16. Tenant shall be conclusively deemed to have abandoned any personal property remaining in the Apartment for more the fifteen (15) days after any abandonment of the premises by Tenant or for more than fifteen (15) days after any termination of this Lease and Tenant's title thereto shall thereby pass under this Lease without additional payment or credit by Lessor to Tenant.

4.3 EMINENT DOMAIN (CONDEMNATION)

If the whole or any substantial part of the building is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to impair the use of any part of the building, the term of this Lease shall at the options of the Lessor the condemning authority be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose and Lessor shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

4.4 FIRE AND CASUALTY

If the premises hereby leased, or the building within which the premises are located, shall, without fault of the Tenant, be destroyed or be so damage as to become wholly or partially untenable, then, if the Lessor shall, by writing delivered to the Tenant within thirty (30) days after such damage or destruction, elect to rebuild or repair, this Lease shall remain in full force and effect and the Lessor shall rebuild or repair the premises within the reasonable time after such election, putting the premises in a s good a condition as they were at the time of destruction or damages; for that purpose, he may enter said premises, and rent shall abate during the time the premises are untenable; but if the Lessor does not elect as aforesaid to rebuild or repair, then the Lessor shall have possession of the premises thereby leased, and the Tenant shall deliver and surrender to the Lessor such possession, and this Lease shall become void and the term hereby created end; and on such delivery and surrender being made or on the recovery of said premises by the Lessor the obligation to pay rent shall cease, but until such delivery and surrender or recovery the obligation to pay rent shall not cease.

4.5 ASSIGNMENT, SUBLETTING AND RELETTING:

Tenant may not substitute a new tenant for the balance of the term unless Lessor gives its prior written consent and the prospective new tenant and Tenant upon demand pays all expenses of reletting and/or an administrative fee for performing the details attendant to such a transaction. Lessor at its option may determine whether said transaction shall be in the form of a subletting assignment or reletting.

Tenant shall neither sublet the apartment nor any part thereof nor assign this Lease nor permit by any act or default of himself or any person any transfer of Tenant's interest by operation of law, nor offer the apartment or any part thereof for lease or sublease except in accordance herewith.

4.6 LESSOR'S MORTGAGE

This Lease is not to be recorded and is subordinate to any present or future deeds of trust and mortgages on the real estate (or any part of it including Lessor's leasehold estate, if any, upon which the Building is situated and to all advances upon the security of such deeds of trust and mortgages.

As regards subordination of this Lease to future bona fide mortgages, this provision is self-executing, but the Tenant will, at the Lessor's demand, execute a competent instrument subordinating this Lease to such future mortgages; but nothing herein contained shall be construed as making it obligatory upon any such mortgagee or mortgagees to treat the within Lease as being subordinate to any such mortgage or mortgagees.

4.7 ASSIGNMENT BY LESSOR:

If the Lessor should transfer its property and assets to a third person, trustee, corporation, partnership or limited partnership formed to hold and continue to operate the apartment building, or should transfer its property and assets directly to a partnership composed of its investors, or if the Lessor should be liquidated and dissolved, the Tenant hereby consents thereto and agrees that the Lessor upon assigning, transferring, conveyancing or granting its interest and benefits from this Lease, shall be relieved of liability hereunder, provided that the assignee third party, be it the trustee, corporation, third person, partnership or limited partnership, will assume the liabilities of the Lessor hereunder.

4.8 REMEDIES CUMULATIVE, NON-WAIVER

A: (1) All rights and remedies given to tenant or to Lessor shall be distinct, separate and cumulative and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law unless specifically limited or waived in this Lease; (2) no waiver of any reach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; (3) the payment or acceptance of money after it falls due after knowledge of any breach of this Lease by Lessor or tenant, or after the termination in any way of the term of Tenant's right of possession hereunder or after the service of any notice or after the commencement of any suit or after final Judgment for possession of the apartment shall not reinstate, continue or extend the term of this Lease nor affect any such notice, demand or suit or any right hereunder not expressly waived; (4) no express waiver shall affect any breach other than the breach specified in the express waiver and then only for the time and to the extent therein stated.

B. Tenant's obligation to pay rent during the term of this Lease, or any extension thereof, or any holdover tenancy, shall not be waived, released or terminated by the service of any notice, demand for possession, notice of termination of tenancy, institution of any action or ejectment or for any judgment for possession or any other act or acts resulting in termination of Tenant's right of possession.

4.9 OTHER AGREEMENTS

A. The headings or caption of paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.

B. "Lessor" as used here in shall refer to the person, partnership, corporation or trust herein about set forth in that capacity. If such person be designated an agent, Lessor shall also refer to and include the principal. Obligations and duties to be performed by Lessor

may be performed by Lessor, its agents, employees or independent contractors. Only Lessor or its designated agent ay amend or modify this Lease or Lessor's obligations hereunder.

C. All rights and remedies of Lessor under this Lease, or that may be provided by law may be exercised by Lessor in Lessor's own name individually or by agent or Lessor.

D. Tenant agrees that Lessor may at any time and as often as desired assign or re-assign all of its rights as Lessor under this Lease.

E. The words "Lessor" and "Tenant" as used herein shall be construed to mean plural where necessary and the necessary grammatical changes required to make the provisions hereof apply to corporations or persons, women or men, shall in all cases be assumed as though in case fully expressed.

F. The obligations of two or more persons executing this Lease as tenant shall be joint and several

G. "Apartment" used herein shall refer to the dwelling unit leased to Tenant.

H. "Building" as used herein shall include the entire physical structure located at and about the address hereinabove stated, including machinery, equipment and appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned and operated as a single entity.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

4.10 LEASE BINDING ON HEIRS, ETC.:

All the covenants and the agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Tenant.

4.11 GOVERNING LAW

This Lease shall be governed by and constructed under the laws of the State of Missouri, and any action arising hereunder shall be and maintained only in the Federal or State Courts of Missouri in the jurisdiction in which the Demised Premises is located.

Tenant must give 60 days notice of intent.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5

Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X

Lessee

Date Signed

X

Lessor

Date Signed