

**ADDENDUM TO LEASE**

Main Street Realty and Management, LLC  
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PREMISES: Apartment # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LESSOR: Main Street Realty and Management, LLC

LESSEE: \_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL PROVISIONS:**

- a. **Occupancy Limit** - Occupancy is limited to above named lessee only, unless otherwise agreed in writing. The lessee agrees that if permission is granted by the lessor for additional occupants, that the rent hereunder shall be increased by \$250.00 per month for each additional lessee granted such permission.
- b. **Waterbeds** -No water-filled furniture shall be used in the premises.
- c. **Pets** - No pets of any kind shall be allowed.
- d. **Parties** - Parties in apartments, which cause disturbances and/or damages, are not permitted and shall be deemed cause for lease termination.
- e. **Subletting** - No subletting shall be permitted unless authorized in writing in each instance. If assent is given to assign or terminate this lease, the lessee agrees to pay all expenses of re-renting, if any, plus a termination fee equal to one half of one month's rent.
- f. **Payment Method** - All rental payments must be made through our Appfolio portal. There is no charge for using the portal unless you decide to use a credit card as opposed to an ACH or Echeck payment direct from your bank account. We recommend setting up automatic payments for your lease term (excluding August, which is usually prepaid for a lease starting September 1. New tenants pay for September at lease signing so should generally schedule payments to begin October 1). There shall be a charge of \$25.00 for rental installments paid on your online payment account which are not honored because of insufficient funds.
- g. **Window Treatments** -Window shades and light bulb replacement are the responsibility of the tenants. If you choose to have window treatments, proper window treatments must be used (i.e.-curtains, blinds, or shades)- no towels or sheets.
- h. **Painting** - It is not a condition of this lease that the apartment will be painted.
- i. **Lock Changes** - There will be a \$50.00 minimum charge to any tenant who adds, changes, or removes any lock to the leased premises or who fails to return all keys (including mailbox keys) at the end of their tenancy. It is your responsibility to inspect the unit to make sure there are no key operated door locks on the bedroom doors. We can provide a lock for most bedrooms on our master system at your request. The charge for same is \$75 per door installed. They are to be removed by us and replace with a standard passage set at the end of your tenancy. Our master system uses interchangeable cores like in your front door. If you request and pay for one or more of these, they should be removed at the end of your tenancy. If there are key locks on your bedroom door(s) when you take occupancy, you need notify us immediately so we can remove same so you cannot get accidentally locked out. If you fail to do this and in fact get locked at, you do so at your own peril as we will not be responsible for the expense of getting access through the locked door.
- j. **Common areas** -Lessee agrees to confine all his personal property to the areas within the leased premises. Storage is not permitted in the basement areas, hallways, or the outdoor porches (if any). Bicycles are not to be left in the hallways of the building. Items found in violation of this clause are subject to removal without notice and at the tenant's sole risk.
- k. **Trash** - Lessee agrees to remove all trash from the leased premises in sealed plastic bags, and to dispose of same in the containers provided by lessor. Trash is not to be left in hallways at any time. Lessor may change trash disposal procedures by written notice to lessee.
- l. **Roof** - Tenants or their guests are prohibited from the roof areas at all times. Besides the obvious safety hazard, walking on the roof causes leaks in the apartments below. Tenants are encouraged to report anyone seen or heard on the roof.

Please Initial: \_\_\_\_\_

- m. **Unit repairs** - Lessee agrees to promptly notify lessor of any leaks, needed repairs, or other problems in the leased premises or common areas. All repair requests must be submitted in writing through the Appfolio portal, with the exception of emergencies. The parties agree that all drains are currently operating properly. Lessee agrees to maintain a plunger on the premises and to attempt to clear any clogged drains prior to calling lessor for service. If service of lessor's plumber is required to clear a drain or toilet blockage or free a garbage disposal and it is determined that the problem is due to the placing of foreign objects in the pipes, lessee will be billed the cost of said repair as additional rent and agrees to pay same within ten (10) days of receipt of such bill. Foreign objects include, without limitation, anything containing plastic, cloth of any kind, glass, or metal.
- n. **Supplemental heat** - Because of alterations in some units, supplemental electric heaters have been or may be provided for your comfort. It is understood that the cost of electricity for such heaters is the responsibility of the lessee.
- o. **Extermination** - Lessee hereby expressly agrees to allow their apartment to be exterminated, and to follow lessor's pre-extermination instructions.
- p. **Condo rules** - Lessee agrees to obey all rules and regulations of the Condominium Association. Any fines levied on Lessor due to the abuse/misbehavior of Lessee or his family, friends, relatives, guests, visitors, agents, or servants will be the responsibility of Lessee and shall be payable as additional rent.
- q. **Stove pilot lights** - Lessee agrees that it is Lessee's responsibility to keep the pilot lights in the cooking facilities lit, if they so desire. Lessee should contact the gas company serving their unit if it goes out and/or they are unable to light their pilot on their own. If Lessee Requests Lessor to perform these services, Lessor may but is not obligated to do so. Lessor shall charge Lessee for such services, the cost of which shall be the responsibility of Lessee. Such service charge shall be payable at the time the service is rendered, and if not so paid, shall be payable as additional rent. (see link for instructions <https://youtu.be/z2tIO5nbuRI>)
- r. **Window screens** - Lessee acknowledges that each window contains a screen so that insects can be kept out in warm months when windows may be open. Lessee agrees and understands that it is Lessee's responsibility to keep all screens in place. Lessee shall be responsible for the cost of replacement screens (generally about \$45.00) as additional rent if the screens are damaged or missing. All screens must be in place and in good order at the end of your tenancy.
- s. **Contact info** - In order to efficiently manage the premises, communication is important. It is required and you agree to keep an operating telephone in your unit connected to the local service provider or a cellular carrier and to advise us of the telephone number of each resident within seven (7) days of occupancy, along with an email address for each occupant.
- s(a). **Condo contact rules - Provision for tenants in Egmont Park Condominium (54-76 Egmont St, 316-330 St. Paul St.) and 28 Quint Avenue Condominium only** – If you are a tenant in either of these properties, the rules of the condominium association require us to furnish them with your contact information, including cellular telephone numbers and email addresses of all tenants within 14 days of taking occupancy. If we do not have this information timely, we will be fined \$100.00 and have to pass that fine along to you as additional rent, so please comply with this provision timely.
- t. **Dishwasher** - Tenant agrees not to put liquid dishwashing liquid in the dishwashers. This will cause it to overflow. Damages will be charged at a rate of \$50.00 per hour for cleanup, repair and painting of ceilings per incident.
- u. **Kitchen counters** - Lessee agrees not to cut directly on the kitchen countertops if they are not granite without a cutting board. Replacement costs for cut countertops is a minimum of \$250.00.
- v. **End of lease** - Tenant agrees to vacate the unit before **NOON** on the last day of the lease to allow for unit preparation for the new tenant and agree to comply with the move-out guidelines found on lessor's website ([www.mainstreetrealty.com](http://www.mainstreetrealty.com)). If you are unable to access the World Wide Web, a copy of those guidelines can be obtained from the management company. **If you are not completely out of your unit at the vacate time, you will incur a \$350.00 per day charge for each day or part thereof you overstay.**
- w. **Move-in time** - Lessee(s) understand that keys will not be released to them, nor can occupancy be taken of unit prior to 11 a.m. on lease commencement date, unless otherwise stated in writing.

Please initial: \_\_\_\_\_

- x. **Conflicts** -In the event of a conflict between the terms of the Lease Agreement and this Addendum, the terms of this Addendum shall control. If any provision in this Addendum is determined to be unlawful, then that provision shall be void and the remainder of this addendum shall remain in full force and effect.
- y. **Lock outs** -Main Street Realty does not provide a lockout service. If a Lessee loses his or her keys, Lessee is responsible for the cost of regaining access. If Lessee does not call Main Street Realty and decides to call a locksmith, Lessee is fully responsible for that cost and the cost for Main Street Realty to change the locks back to our master system if a locksmith has changed the lock. If Main Street Realty is called and available to come out, there will be a minimum charge of \$75.00 due at the time of service. Any additional costs will also be the responsibility of Lessee. We are advised that 7A's Locksmith is reasonable and reliable and we recommend them. They have access to our master keys and can access your unit in most cases without causing any damage resulting in extra charges. They can be reached at (617) 254-3742, (781) 673-5451 Pager. If they are called Monday through Friday between 8am and 5pm, their minimum charge will be \$75.00 to let you into your apartment. If they are called after 5pm nights and weekends, their minimum charge will be \$95.00. They may change their rates without any notice to us.
- z. **In unit laundry** - If any unit contains laundry equipment, lessee may utilize same at no additional charge. However, lessor does not represent the condition of same and will not be responsible for the maintenance or proper operation of same but will remove same from the unit at lessee's request.
- aa. **Life safety system** - Smoke and carbon monoxide detectors are provided for your safety. Removal of any supplied detector is prohibited. Some smoke detectors are battery operated while others run on house current and have battery backups. If the unit beeps at intervals, the battery is probably low. It is your responsibility to replace such a battery. At the termination of your tenancy (or at any sooner time a discovery is made) if lessor discovers any detector is missing or damaged, you will be charged \$75.00 for each missing or damaged detector.
- ab. **Broker representation** - The Lessee acknowledges that the Lessee has not been influenced to enter into this transaction by any warranties or representations not set forth or incorporated herein. If a Broker is involved in this transaction, Lessee acknowledges that the Broker is an independent agent and that Lessor is not responsible for any of brokers representations not incorporated in writing herein.
- ac. **Unnecessary service calls**- Should tenant request maintenance service and it turns out that the problem was caused by the tenant or the service call was unnecessary (for instance, we are called for a power outage in the unit but discover that there is nothing wrong with the electrical system; the power was cut off by the electric company due to failure to pay or failure to set up an account), the tenant will be billed for the service call at the usual and customary rate, which shall be due as additional rent, which the tenant agrees to promptly pay.
- ad. **Personal Property/Insurance**- Lessor shall not be responsible for damage to Lessee's personal property by theft, fire, water, sewer backup, mechanical failure, weather, or other casualty loss, except when caused by the negligent acts or omissions of the Lessor. It is Lessee's responsibility to obtain renter's insurance to insure personal property from loss. Proof of renter's insurance is required during the entire course of the Lease term. The insurance policy shall be issued by a company licensed to do business in Massachusetts and shall have a minimum limit of liability for bodily injury and property damage of \$100,000.00. Lessee agrees that any personal property, except prescription medication, prescription medical equipment and titled vehicles remaining at the leased premises after the expiration or termination of the Lease will be deemed abandoned by Lessee and will not be stored for any period of time. No tenant will receive unit keys at lease inception until lessor has proof of lessee insurance coverage.
- ae. **Interior door locks** - Lessee(s) agree that no interior locks are permitted on any interior doors. Should locks be installed by the Lessee(s) without the Lessor's prior knowledge or written consent, the cost to remove same and to repair any damage shall be paid for by the Lessee(s).
- af. **Changing roommates** - You may be given the opportunity to renew your lease at its expiration. If you choose to renew and would like to have new roommates, there will be a \$250.00 administrative fee charged to each new roommate. This fee covers processing the application, running credit checks and writing up a new lease.
- ag. **Damages**- Whenever damage is caused by the carelessness, misuse, neglect, or intentional acts on the part of Lessee, or Lessee's guests or invitees, Lessee agrees to pay for the cost of all repairs and labor within 30 days of Lessor's demand for payment.  
Please Initial: \_\_\_\_\_

Physical damage includes but is not limited to:

- a. Painting or wallpapering walls, or driving screws, brackets, or large nails into walls.
- b. Fire or water damage, broken doors, cracked windows, holes in walls or screens, etc.
- c. Damage to the garbage disposal (if applicable) due to placing improper items down the drain, such as bones, glass, grease, coins, utensils, popcorn kernels, paper, tin foil, bottle caps, twist-ties, plastic, gravel, cigarette butts, etc.
- d. Damage resulting from the plugging of any free-flowing drains due to placing of tampons, sanitary napkins, or other inappropriate items in toilets or other plumbing fixtures. Damage includes water damage to walls, floors, or ceilings, etc. due to overflow.
- e. Damage to carpet or other flooring as a result of using tape or any other adhesive or chewing gum being stuck to the carpet.
- f. The cost for repair of any damage to the leased premises or building will be charged to the Lessee at professional rates for supplies and labor. Lessor may require payment at any time, including advance payment for repairs for which Lessee is liable. Any delay in Lessor's demand for payment does not constitute a waiver.
- ah. **Appliance Repair** – If the refrigerator and/or freezer is not working, Lessee agrees to notify Lessor immediately. Lessee agrees to keep their food from spoiling until such time as the appliance can be repaired. Lessor will not be responsible for loss of food. The Lessor has a small supply of portable refrigerators that can be loaned under such circumstances.
- af. **Fire Extinguisher Replacement Fee (\$150.00/device)** – Tenant acknowledges that the unit is equipped with a working fire extinguisher in an accessible location. It is the responsibility of the Landlord to conduct yearly inspections. Tenant is to report any usage of the extinguisher to Landlord immediately. If the extinguisher is used for any other purpose than to extinguish an actual fire, or the equipment is missing, tenant will be charged a replacement fee of \$150.00/extinguisher plus the cost of professional cleaning.
- ag. **Cleaning** – The apartment must be professionally cleaned at the Lessee(s) expense prior to their departure. receipt must be forwarded to Landlord or Landlord's agent within 10 days of move out. If Landlord doesn't receive receipt there will be an automatic \$250.00 cleaning fee taken out of your security deposit.
- ah. **Lease renewal** – All Lessees will provide written notice of their intentions to renew no later than January 1 of each year and will allow Lessor and their Agents access to show and/or view the apartment. The lease renewal process begins November 15 for most residential leases.
- ai. **Move in** - Lessee(s) acknowledge that they will be moving into an apartment that will be occupied until the day of move in and that any necessary cleaning or maintenance work will be done after the move in date.
- aj. **Move out** – Tenants must depart from their apartment no later than 12:00 p.m. (Noon) on the termination date of their lease. All belongings including rubbish must be removed from the premises at the lessee's expense prior to move out. Rubbish may not be left on the sidewalk or in front of the building. The Landlord does not provide rubbish removal for belongings during move out. Late move outs will be Charged a rate of \$250.00 per hour.
- ak. **Early move out** – Lessee(s) will be responsible to reimburse Lessor for payment of any and all broker's commissions if the lessee moves out prior to the termination date of this lease or is evicted from the premises.

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## Management Fees and Descriptions

### 1. Lock-out Fee (\$75.00/incident)

The lock-out fee includes the cost associated with paying a maintenance employee for the time it takes to drive to the city, after hours, to assist a tenant who has locked themselves out of their apartment. Lockout service is not guaranteed and is provided only if staff are available. A \$75.00 fee must be provided to the employee that answers the call prior to being let back into the apartment. All fees must be paid in cash.

### 2. Re-rental Fee/Lease Break (Equal to one month's rent)

In the case that Main Street Realty & Management, LLC provides written consent to terminate a lease early, a non-refundable re-rental fee will be charged equal to one month's rent. This fee does not include costs associated with the following : Rental shorts, real estate fees, advertising costs and/or credit fees. Early lease terminations are not permitted without written consent from the landlord. Early lease terminations are not a right and are granted on a case by case basis. Please review our Early Termination Policy on our website at [www.mainstreetrealty.com](http://www.mainstreetrealty.com).

### 3. Mailbox lock replacement/vandalism (\$100.00)

A fee of \$100.00 will be charged to tenants who lose their mailbox keys during the course of their lease. This Fee encompasses the costs associated with having to drill out the old mailbox locks and purchase/install a new Mailbox lock as well as supply keys for the mailbox to the tenant.

### 4. Parking tag replacement fee (\$50.00)

A non-refundable fee of \$50.00 will be charged to replace a lost parking tag during the course of the parking Agreement.

### 5. Painting (Going rate)

All tenants are responsible for returning their walls to a clean and unblemished condition upon their departure. If you take possession of a unit with walls that are colored other than white and do not notify the management Company upon move-in, Main Street Realty & Management, LLC will hold you responsible for returning the Walls to their original paint color. The original wall color for all apartments is Benjamin Moor Linen White.

### 6. Light Bulbs (\$5.00/bulb)

During the course of the lease tenants are responsible for changing bulbs and leaving the apartment with working light fixtures upon their departure. Replacement bulbs will be billed at a rate of \$5.00/bulb for normal household bulbs. Replacement of specialty bulbs will be billed at market rates.

### 7. Smoke/Carbon Monoxide Detector Replacement Fee (\$100.00/detector)

During the course of the lease tenants are responsible for changing the batteries and leaving the apartment with working smoke detectors upon their departure. Replacement smoke detectors will be billed at a rate of \$100.00/device. Replacement of combination smoke and carbon detectors will be billed at market rates.

### 8. Bedroom privacy locks

**Should any tenant require a keyed privacy lock on their bedroom, management can provide same with 2 keys at a cost of \$75 which covers the cost of installation and removal at the end of their tenancy. Tenant installed locks not on the master system are not permitted.**

Please Initial \_\_\_\_\_