

LEASE AGREEMENT FOR RITTER PARK PROPERTIES, LLC

WE ARE PLEASED YOU WILL BE STAYING WITH US. People living together with some mutually agreed upon understandings best achieve privacy, convenience and satisfaction. Your apartment is rented to you under the following conditions:

THIS lease agreement is made this _____ day of _____, 20____, by and between _____, Hereinafter known as **Resident** and

RITTER PARK PROPERTIES, LLC _____, Herein known as **Lessor**.

Address of apartment: _____ **(This is a Non-Smoking Unit)**.

TERM of lease starts: _____.

TERM of lease ends: at 9:00 A.M on _____ 28th, 20____, unless extended for another year as provided for in Article 2 of this lease.

Annual rent due for this Lease Agreement _____ (\$_____)

1. RENT IS DUE on the **1st DAY** of every month and late on the **2nd DAY** of every month. For example: rent for July is due on the 1st day of July and delinquent on the 2nd day of July. Payment of rent shall be without deduction or demand at Lessor's office, being P.O. BOX 829, Hurricane, WV 25526, or at such other place as designated by the Lessor. The payment of rent on the lease is an independent covenant. Payment shall be by check/money order unless Lessor demands cash. If paying with money order, resident shall retain the money order receipt in case payment is lost and resident is responsible to resubmit payment.

MONEY DUE BEFORE POSSESSION IS TAKEN:

Security Deposit: _____ **dollars(\$_____)**

Monthly Rent: _____ **dollars(\$_____)**

OR Pro Rata Rent

For _____ days _____ dollars(\$_____)

The signing of this lease acknowledges receipt of _____ dollars(\$_____)

TOTAL due before possession is taken _____ dollars(\$_____)

RESIDENT AGREES WITH LESSOR TO THE FOLLOWING ARTICLES:

2. **PRIOR DAMAGES.** Resident shall not be held responsible for any prior damages within or without the apartment if Resident reports same in writing to the Lessor within twenty-four (24) hours of the start of the initial lease date, not lease renewal date, on the apartment and attaches to the original lease as Exhibit A. This provision is for the protection of the Resident.
3. **AUTOMATIC LEASE RENEWAL.** It is agreed that unless Lessor gives Resident, or Resident gives Lessor written notice of an intention to terminate this lease on or before the **FIFTH DAY OF MARCH** for the current lease term, this lease shall automatically renew itself for one year from the ending date of the lease in effect at the time of the renewal and shall continue to renew itself annually until terminated by written notice, at the highest rental rate herein provided plus a renewal increase of fifteen dollars (\$15) per month for each month in the newest period. Said renewal shall be subject to all the covenants, provisions, and conditions herein contained.
4. **LATE RENT, RETURNED CHECK & LOCKOUT PAYMENT.** Resident shall pay the rent as above specified, promptly, the time of payment being material in and the essence of this contract. Rent is late if not received in full by the lessor by the date due. **A late fee of five dollars (\$5.00) shall be incurred for each late day** and same shall be due at the time incurred. As an accommodation to Resident, Lessor agrees to accept rent payment in individual checks subject to Article 23 of this lease. Should any check be returned, Resident agrees to pay a service fee of \$30.00 plus said late fee, which shall accrue until said check is redeemed. Resident shall be charged \$25.00 for each lockout request occurring during the hours in which the Lessor's office is not open to the public. At the end of the lease all unpaid charges as set forth herein shall be deducted from Resident's security deposit. Lessor has no further responsibility to notify Resident of said fees and charges. **OCCUPANCY.** Only said resident, including Residents lawful children, shall reside in or occupy said premises. No other person or persons shall reside in or occupy said premises without the written approval of the

Initial _____/_____/_____/_____/_____/_____

- Lessor. Under no circumstances, however, shall the total occupancy exceed any federal, state, county, or local law or code or any standard adopted from time to time by the Lessor.
5. **SUBLEASING AND ASSIGNMENT.** Lessor recognizes that Resident's plans can and do change unexpectedly and that it may be necessary to vacate an apartment prior to or during the lease. Further, it is generally desirable to re-rent the apartment, thereby reducing any financial hardship such as a move may engender. Lessor will permit Resident to sublet the apartment under the following terms and conditions: (A) Resident signs a sublease form prescribed by the Lessor which grants the Lessor the right to sublease the apartment; (B) the subletting party (subleasee must complete an application and be approved by Lessor; (C) Lessor, the original resident, and the Subleasee must sign a Sublet Agreement; (D) **A fee of one months rent is paid to Lessor for subleasing or releasing said apartment**, except the Resident will only pay a \$35.00 handling fee FOR A SUMMER ONLY SUBLET HANDLED ENTIRELY BY THE RESIDENT; (E) Resident shall remain liable in addition to the Subleasee for the performance of all terms and conditions of the lease. Any violation of the lease shall be the Joint and several responsibility of both the Resident and the Subleasee; (F) The security deposit of the Resident will be returned within thirty days of the end of the lease in accordance with the terms of his/her lease, except for Summer sublets, the Resident has a lease obligation after the sublet is completed; (G) Lessor assumes no responsibility for the subleasing of the apartment; (H) Lessor has no responsibility to sublease or release Resident's apartment ahead of any other apartment Lessor has to sublease or lease, regardless of when another apartment might become available; (I) All costs, including advertising, associated with subleasing or releasing shall be the responsibility of the Resident. Lessor shall not be responsible for cleaning or redecorating but reserves the right to make improvements to restore the apartment to its condition at the commencement of this lease and deduct same from the security deposit and/or invoice Resident and Resident agrees to pay same. LESSOR RESERVES THE RIGHT TO WAIVE ANY OF THE REQUIREMENTS IMPOSED BY LESSOR IN THIS ARTICLE.
 6. **PETS ARE NOT PERMITTED. NO DOGS, CATS OR PETS OF ANY KIND SHALL BE KEPT OR ALLOWED TO FREQUENT SAID PREMISES.** Should this provision be violated, the Lessor reserves the right to: (A) charge and the Resident agrees to pay an increase in rent of TWO HUNDRED DOLLARS (\$200.00) per month for each pet. Said charge is to run back to the first day of this lease and continue until such time as written notice, which attests that this provision is no longer being violated by the Resident, is provided to the Lessor by the Resident and/or (B) immediately forfeit to the Lessor the Resident's security deposit; and/or (C) immediate eviction and/or (D) the right of the Lessor to treat said animal as "abandoned property" and/or lawfully take possession of same in the name of the Lessor and/or deliver or have delivered to the local animal shelter. At the end of the lease all unpaid charges set forth herein shall be deducted from the entire security deposit.
 7. **CASUALTY.** If, during the term, fire or other casualty shall damage the building of which the demised premises are a part, and if such damage cannot be repaired within sixty (60) working days of the usual working hours, either Lessor or Resident shall have the right to cancel and terminate this lease as of the date of the damage. If such notice is not given or if the damage can be repaired within sixty working days (60), Lessor shall restore said building with reasonable diligence, and if the demised premises are rendered uninhabitable by such damage, the rent shall be proportionately abated until they are restored.
 8. **CARE AND CLEANING.** The Resident agrees to take good care of the premises and furnishings, to keep the apartment clean, to pay for all lost or damaged articles, and pay costs of repairing any damages to the property. Resident shall be responsible for any damages to the exterior of his/her apartment. This shall include but not be limited to doors, windows, window screens, vents, light fixtures, etc. At the end of the term, the Resident shall surrender apartment in "Like Condition" as when first leased, which is herein defined as in good, clean condition unless noted hereinafter. Since all carpets were professionally cleaned and scotch guarded by a licensed carpet cleaner prior to Resident taking possession of apartment, **Resident shall have all carpets professionally cleaned and scotch guarded by a licensed carpet cleaner at the end of this lease and present an invoice to Lessor which subordinates same was accomplished. Should any other cleaning, besides carpets, be required to return said apartment to its like condition, then Resident agrees to pay all cleaning expenses to include cleaning supplies & labor. A cleaning checklist is available to the tenant at the lessor's website, www.ritterparkproperties.com or upon request. This checklist will be used as an inspection checklist.**
 9. **WATER BEDS** are permitted in this apartment, but Resident assumes full responsibility for any damages caused by the usage or leakage of a waterbed.
 10. **EXTERIOR LIGHTS.** Resident agrees to maintain a light fixture on the exterior wall of said apartment with a 75-watt bulb. Said fixture is connected to the power supply of said apartment.
 11. **ALTERATIONS.** Resident agrees not to make any alterations in the leased premises, or any additions thereto, without the written consent of the Lessor.
 12. **GRILLS.** Portable cooking stoves are not permitted on wooden decks or wooden walks.
 13. **PARKING Trucks larger than ½ ton are not permitted on the premises with the written consent of the Lessor.** Resident herewith agrees that Lessor is not responsible for the theft or damage to vehicles or contents.
 14. **PARKING PERMIT.** One parking permit is provided for each apartment. Any vehicle parked on this property without a permit hung behind the rearview mirror and in clear view from outside the vehicle, or any vehicle with or without a valid parking permit which is parked in an area other than a designated parking space, or any vehicle with or without a valid parking permit in an ingress/egress area for vehicle, or parked in a fire lane, shall be subject to an illegal parking fee of \$20.00 for each time ticketed by Lessor and/or subject to towing. Resident shall assume full responsibility for all the costs associated with the towing or a Resident's vehicle, which is illegally parked. Resident shall assume the same responsibility for all the costs associated with the towing of a Resident's vehicle, which is illegally parked. Resident shall assume the same responsibility for his or her visitor's vehicles. In addition, a REPLACEMENT FEE of \$10.00 shall be charged for a lost parking permit. At the end of the lease all unpaid charges set forth herein shall be deducted from the entire security deposit. No further notice by Lessor to Resident is necessary to deduct said charges from the security deposit.
 15. **LOCKS.** No additional locks shall be put on any door without the written consent of the Lessor. If such permission is granted, the Resident shall provide the Lessor with an additional key for right of entry. Said lock shall be keyed to the master key prescribed by Lessor and all costs associated herewith shall be paid for by the Resident. Payment by Resident shall be prior to any lock being added or changed.

16. **ACCESS.** The Lessor, his agents, and employees to have access to and enter said premises at all reasonable and necessary times for any purpose connected with the care, repair, improvement, inspection, and management of the apartment and of the building to which same are situated, including the showing to the apartment to prospective Residents after the date the notice is given by the Resident or Lessor that this lease is not going to be renewed or notice is given by the Residents to sublease or release this apartment.
17. **PROCEEDINGS.** To pay all costs of proceedings by the Lessor for recovery of rents or for recovery of the possession of the premises, or for the enforcement of any of the terms and conditions of this lease, including reasonable attorney's fees.
18. **RULES.** Resident shall comply with the present rules and regulations of the building and such other reasonable rules as the Lessor may from time to time prescribe for the safety, care, cleanliness and sanitation of the building and for the comfort, quiet and convenience of other Residents. Whenever Resident violates any of these rules, regulations, or terms of this lease, Resident herewith agrees to compensate Lessor for Lessor's time and expenses resulting from said violation at a rate of compensation reflective of the time involved and whether said time was during regular business hours or after said hours. The minimum charge for said enforcement shall be \$25.00 per hour or any part thereof during regular office hours and \$50.00 per hour or any part thereof for all other time. For minor occurrences, as determined by Lessor, a one-time warning per apartment, per lease term will be granted by the Lessor.
19. **OBJECTIONABLE ACTIVITY.** Resident, Resident's guests, and Resident's visitors shall not make or permit to be made any disturbing or objectionable noise or odor in the apartment, the building or the development. Said persons shall not do anything or suffer or permit to be made anything to be done by any such person which Lessor deems will interfere with the rights, comfort or convenience of any occupant of any part of the building or any other building at this complex nor will said persons do anything which is in violation of any law. Said persons shall not at any time play or allow to be played any musical instrument or operate or allow to be operated any video equipment, audio equipment, stereo, tape player, television, radio, etc. in the apartment building, courtyard, yard and/or complex in a manner which Lessor deems may disturb or annoy any occupant of any part of the building or any other building in the complex. Police visits for disturbances of any kind will not be tolerated. Resident herewith grants the Lessor the ultimate jurisdiction in judging these matters.
20. **NONSMOKING POLICY.** This apartment unit is non-smoking. Negative health effects, comfort of adjacent tenants, additional maintenance of the property, and increased risk of fire are all possible ill effects due to smoking. Lighted cigarettes, cigars, or any lighted products throughout the property is prohibited by resident, resident's guests and visitors. Lessor is not guaranteeing a totally smoke-free environment or making any claims the air quality in the unit is safer than that of any other rental property. Violation of this policy will result in forfeiture of security deposit and possible eviction.
21. **COMMON DOORS AND SECURITY DEVICES.** All doors in common areas shall not be left open or propped open by Resident. After using any common door Resident shall make sure said door is shut. In addition, Resident acknowledges that from time to time various common doors may be left open, become inoperable, or otherwise fail to close. Resident acknowledges that security devices or measures may fail, or be thwarted by criminals, or by electrical or mechanical malfunction. **Therefore Resident acknowledges: (A) that Lessor has not made any representations, written or oral, concerning the safety of said apartment community or the effectiveness or operability of any security devices or measures; (B) that Lessor does not warrant or guarantee the safety or security of Resident, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own person and property; and (C) that Resident and Occupants should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.**
22. **SPEAKER LOCATION.** All audio speakers shall be located at least 9" off the floor.
23. **DAMAGES AND INJURY.** Lessor shall not be liable for any damages to Resident's personal property, including but not limited to furniture, clothing, electronics, computer equipment, appliances, works of art, food which may spoil as a result of defective refrigeration, or for any personal injury arising from the leaking or overflowing of plumbing installed on the property, or likewise from fire, theft, rain, snow, acts of God, vandalism and other mishaps or resulting from acts of negligence of Resident, Lessor, other Residents, visitors or others. **Resident should acquire renter's insurance for protection from such occurrences.**
24. **JOINT AND SEVERAL RESPONSIBILITY.** Each Resident listed herein shall be jointly and severally responsible to Lessor for full performance under each and every covenant and condition of this lease agreement and for compliance with applicable law. Acceptance of individual rent payments from Residents by Lessor as well as billing statements to individual Residents from Lessor does not alter this article or any other article of this lease.
25. **DEFAULT, ACCELERATION, ELECTION TERMINATION.** If Resident (A) Does not pay in full when due any and all installments of rent and/or other charges or payment herein included or agreed to be treated or collected as rent and/or any other charges, expenses, or costs herein agreed to be paid by the Resident; or (B) Violates or fails to perform or otherwise break any covenant or agreement herein contained; or (C) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property there from with having first paid and satisfied Lessor in full for all rent and other charges then due or that may thereafter become due; THEN (1-a) The whole balance of rent and other charges, payments, costs and expenses herein agreed to be paid by Resident or part thereof and also all costs and officer's commissions including watchman's wages and further including a 15% fee due the Lessor shall be taken to be due and payable and in arrears as if by the terms and provisions of this lease said balance of rent and other charges, payments, costs and expenses were on that date, payable in advance and if this lease or any other part thereof is assigned or if the premises, or any part thereof is sublet, Resident hereby irrevocably constitutes and appoints Lessor to be Resident's agent to collect the rents due by such assignee or sublease and apply the same to the rent due hereunder without in any way affecting Resident's obligation to pay any unpaid balance of rent due or to become due hereunder; and/or (1-b) Lessor may, as agent for Resident or otherwise, lease the premises or any part thereof to such person or persons as may in the then current term, plus the costs and expenses of releasing, including, without limitations, cleaning and redecoration; (1-c) Any reentry or releasing by Lessor under the terms herein shall under no circumstances release Resident from liability for such damages arising out of the breach of any covenants, terms and conditions of this lease.

26. **COLD WEATHER.** The resident agrees to maintain a constant temperature of at least 60 degrees in said apartment at all times and agrees to keep all windows/doors closed during cold or rainy weather. Resident assumes full responsibility for any and all damages resulting from any frozen water lines within the apartment or in any of the outside or common walls, ceilings, or floors of said apartment should the temperature in the apartment go below 60 degrees.
27. **LESSOR.** The term "Lessor" is used in this lease to include the Lessor named above, as well as its successors, and assigns, but no person which is or shall become Lessor shall have any liability after said entity ceases to own the building. Without limitation of the foregoing, Lessor shall not be under any personal liability with respect to any of the provisions of this lease, and if Lessor is in breach or default with respect to Lessor's obligation, his negligence or violation of any applicable law, and/or otherwise anything under this lease, Resident shall look solely to the equity of the Lessor in the particular apartment herein rented for the satisfaction of Resident's remedies.
28. **IMMEDIATE NOTICE OF A PROBLEM.** The Resident shall give immediate notice to Lessor of any fire, water, accident, loss, or damage, or dangerous or defective condition in, to or of the apartment or the fixtures, appliances or equipment therein or the common areas. Resident, which does not report any problem within a reasonable amount of time, shall be responsible for any damages, which occur from that time forward.
29. **DELIVERY OF PAYMENT.** Lessor shall not under any circumstances be liable to Resident for Lessor's inability to deliver possession of the demised premises to Residents by reason of the holding over by any other person, or by reason of any cause beyond Lessor's control. The term shall not be affected by Lessor's inability to deliver possession at the time fixed as the beginning of the term, but the rental shall abate until such time as the said premises are thereafter available for Resident.
30. **HANGING PICTURES.** Adhesive picture hangers are not permitted. All nails for picture hanging must not be larger than a 4-penny nail. All nail holes must be patched upon termination of said Lease.
31. **DRAIN LINES.** The water closets (toilets), basins, dishwashers and other plumbing fixtures shall not be used for any purpose other than, for which they were designed. Nothing other than toilet paper shall be placed into toilets; **sweepings, rubbish, hair, food, tampons, sanitary napkins, etc., shall not be placed in them.** The resident shall pay for any damage and/or repairs resulting from misuse of such facilities. Likewise, Resident shall be responsible for the cost associated with the unstopping of the sewer and drain lines Resident uses unless same were found to be in an unworkmanlike condition prior to the Resident taking possession of the apartment and reported to Lessor in accordance with Article 1 of this lease.
32. **RESOLVING PROBLEMS.** Privacy, convenience and satisfaction are best achieved with some mutually agreed upon remedies to problems. Therefore, should Resident feel that Lessor has not properly responded to a legitimate request, then Resident shall submit same in written form to Lessor and Lessor's attorney and request an informal meeting at the Lessor's office during Lessor's normal hours of business. Resident does herewith waive any cause for damages and/or termination of said lease until said process has been completed and Lessor has had a reasonable time to correct any legitimate deficiency that is substantial in nature and within the limits of this lease.
33. **UTILITIES.** Resident shall pay all utilities charges, sewer fees, cable television fees and all charges imposed by the municipal government. Lessor does not assume the responsibility for the delivery of said services. **RESIDENT SHALL HAVE ALL UTILITIES REMOVED FROM LESSOR'S NAME STARTING ON THE COMMENCEMENT DATE OF THIS LEASE AND TERMINATING AT THE ENDING DATE OF THIS LEASE. LESSOR RESERVES THE RIGHT TO HAVE ALL UTILITIES TAKEN OUT OF LESSOR'S NAME AND TURNED OFF DURING THE TERM OF THE LEASE. Any invoice the Lessor receives for a utility during the term of this lease for this apartment shall be subject to a processing/forwarding fee of \$15.00 per invoice.** Payment of processing/forwarding fee does not relieve the Resident of the responsibility for the payment of said invoice. At the end of the lease all unpaid charges set forth herein shall be deducted from the entire security deposit. Lessor shall pay for the refuse removal service. **Resident herewith acknowledges that Resident is solely responsible for constantly monitoring faucets toilets in Resident's apartment for water leaks. Resident acknowledges that leaks of any nature or toilets, which operate incorrectly, can cause significant increase in Resident's water bill. Resident herewith agrees that the Lessor is not responsible for any increases in the Resident's water bill and Resident waives any claims against Lessor. However, should Resident properly report in writing a water leak and/or a toilet not properly working and Lessor does not fix in same within three working days, then for the period, beginning after the three working days and ending when said problem is addressed, Lessor shall be responsible for any abnormal increase in Resident's water bill.**
34. **REMOVAL OF PERSONAL PROPERTY.** If after violation of any provision of this lease, or upon the expiration of this lease, Resident moves out and fails to remove any of Resident's property, the remaining personal property shall be deemed abandoned in favor of Lessor. Lessor shall have the right to charge the Resident a reasonable fee for storing and/or disposing of said abandoned property.
35. **CONVERSION.** Lessor shall have the right, with 100 days written notice to Resident, to terminate this lease when converting said apartment to a condominium or any other real property, which differs, from this particular type of rental.
36. **NOT A THIRD PARTY.** The Resident is not a third party beneficiary to the leases of other apartments at this or any other location.
37. **MOVING.** So as not to disturb neighbors, the act of moving is permitted to and from the leases premises between the hours of 8:00 A.M. and 6:00 P.M. only unless authorized in writing by the Lessor. Any packing cases, barrels or boxes, which are used in moving, must be removed by Resident or by the moving company. Resident authorizes Lessor to keep the vehicles of employees of moving companies off the premises if Resident's rent is not paid in accordance with the terms of this lease. Resident is responsible to pay \$50.00 removal fee per item for any personal belongings or furniture left behind at residence.
38. **HOLDING OVER.** In the event tenancy is terminated for any reason provided in this lease, and Resident remains in possession thereafter, Resident shall be considered a hold-over tenant and Lessor shall have the right to remove Resident and Resident's possessions from the premises and to change the locks and take such other steps as Lessor finds appropriate to regain possession of the premises.

- 39. **PERSONAL PROPERTY.** To preserve the aesthetic appearance of the walkways, stairways and other common area, and to avoid accidents, Resident shall not place or leave personal property in said areas. **To preserve the appearance of patios, courtyards and balconies, Resident shall not use them for storage or put them to any other unsightly use as determined by the Lessor.**
- 40. **SECURITY DEPOSIT.** The security deposit paid by Resident shall be held by Lessor. The security deposit shall be returned within 30 days of termination of this agreement, except where the extensive or unique nature of the damages delays said return. Resident herewith authorizes Lessor to deduct from Resident's security deposit the following charges: (1) any rental payments or portions thereof required by the terms of this lease and not paid; (2) unpaid late charges, lock-out charges and other charges herein discussed and/or applicable; (3) any attorney's fees caused by a breach of any provision or provisions of this lease on your part; (4) any court costs caused by enforcement of the terms and provisions of this lease; (5) any costs, expenses or changes to Resident as defined in this document; (6) costs and expenses incurred by Lessor and arising from the breach by Resident of any provisions of this lease; (7) a cleaning expense of a minimum of \$100.00 (one hundred dollars), provided Resident does not leave the premises at the end of this lease in a clean, rentable condition, as defined in article 8. Resident may not apply the security deposit against rental payments.
- 41. **HOLD HARMLESS.** The resident shall indemnify and hold harmless the Lessor from and against all claims, damages, liability, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the actions or lack thereof by the Resident and/or his guests and/or visitors and/or other Residents of this apartment complex.
- 42. **ENTRY.** Lessor reserves the right, but not the obligation, to enter into leased premises, on or about the building or ground, and enforce any provisions in this lease or inspect the leased premises. If tenant does not renew his/her lease, lessee gives lessor permission to enter premises for purpose of showing prospective new tenant the apartment with no notice. As much notice will be given to lessee as possible. This showing will be as brief as possible with escort of prospective tenant through the property.
- 43. **PERSONAL PROPERTY RISK.** All personal property placed in the leased premises, on or about the building or grounds shall be at the sole risk of the Resident. Resident agrees that Lessor has no responsibility for Resident's personal property and herewith agrees to indemnify and hold Lessor harmless for any and all damages to Resident's personal property and the personal property of any guests of the Resident. Resident is required to have renter's insurance to cover the damage or loss of any personal property.
- 44. **FIREARMS.** Firearms are not permitted on the premises by Resident, Resident's guests, or Resident's visitors.
- 45. **SEVERABILITY.** Should any court of competent jurisdiction declare any provisions of this Rental Agreement invalid, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.
- 46. **MAINTENANCE AND CLEANING.** The resident shall clean on the first of each month the filter on each heating and/or cooling unit. **A DIRTY FILTER WILL GREATLY INCREASE RESIDENT'S ELECTRIC OR GAS BILL.** Resident shall also vacuum the carpet weekly as well as perform other cleaning and maintenance necessary for the reasonable care and upkeep of the apartment.
- 45. **OUTDOOR DECKS – NO PARTIES are allowed on outside decks. No more than 2 people allowed on the deck at any one time for safety precautions.**
- 46. **GARBAGE – All garbage must be picked up after any gatherings and the premises are to be kept clean at all times to avoid insects and rodents. There will be NO VISIBLE GARBAGE OF ANY KIND LEFT ON THE STAIRWELLS, PORCH, OR IN THE YARD AT ANY TIME. Garbage must be taken out to the garbage bins and not be left sitting outside of the doorways. You will be charged \$25.00 cleaning fee if landlord has to pick up debris for each occurrence.**
- 47. **CREDIT REPORT.** Lessor reserves the right but not the obligation to do a credit check/report on Resident and resident herewith grants the Lessor full and complete authority to do the same. Lessor will not charge Resident for any report, but Lessor does reserve the right to void this lease within five (5) days after signing if Lessor deems that applicant's lease application, or credit check/report is incomplete, insufficient or not of good risk. If Lessor voids Resident's lease because of this provision, then Resident will be refunded all money paid to Lessor and resident waives any present or future claim against Lessor.
- 48. **ACCEPTANCE OF APARTMENT.** Resident has carefully inspected said apartment within and without and accepts same "as is" and in the apartment's present condition unless herewith noted:

_____ or as noted in accordance with Article 1 of this document.

- 49. **ENTIRE AGREEMENT.** Neither Lessor nor any agent of Lessor have made any representation or promise with respect to the building, the development, or the apartment or condition of any of same except as expressly set forth in this lease. This lease contains the entire agreement between the parties hereto. The provisions of this lease cannot be modified or amended except by written agreement between Lessor and resident.
- 50. **LEGALLY BINDING AGREEMENT. THIS IS A LEGALLY BINDING CONTRACT. If you do not understand it, seek competent advice from a third party before signing it.**

Resident

Resident

Resident

Resident

Lessor/Ritter Park Properties/LLC

Resident

Resident

Initial ____/____/____/____/____/____

RITTER PARK PROPERTIES, LLC

Rental Guarantee/Co-Signer Form

(Addendum to Lease Agreement)

This agreement is attached to and forms a part of the Rental Agreement dated: _____, between RITTER PARK PROPERTIES, LLC as Owner and _____ as Tenant(s).

Rent Guarantee/Co-Signer is required for this tenant due to status as a student or income or job history requirements are not met. Guarantor must meet the same requirements as prospective residents.

I/We, the co-signors _____, residing at _____

_____ have completed a Rental application for the express purpose of enabling the Owners to check my credit. I have read the Rental Agreement, and I promise to guarantee the Tenant's compliance with the financial obligations of this Agreement. I understand that I may be required to pay for rent, cleaning charges, or damage assessments. I/We agree to comply with and uphold all of the terms of the lease agreement. I also understand that this Co-Signer Agreement will remain in force throughout the entire term of the tenant's tenancy, even if their tenancy is extended and/or changed in its terms.

Guarantor/Co-Signer
Last Name First Name Middle Name

SOCIAL SECURITY #: _____ EMAIL ADDRESS: _____
CURRENT ADDRESS: _____

Number, Street Name, Apartment/Unit/Suite Number

City: _____ State: _____ Zip-Code: _____

HOME PHONE #: _____ WORK PHONE #: _____

EMPLOYER/PHONE# _____ DRIVER'S LICENSE # _____

Address of Apartment:

[Empty box for apartment address]

Guarantor

[Empty box for printed name]

Printed Name

[Empty box for signature]

Signatur

Initial ____/____/____/____/____/____