



CP Cincy  
 195 E. McMillan St.  
 Cincinnati, OH 45219  
 (513) 221-3111 P  
 (513) 421-2240 F

## CP Cincy - RENTAL APPLICATION

**Date of Application:** \_\_\_\_\_ **Property:** CP Cincy  
**Floorplan:** \_\_\_\_\_ **Move in date:** \_\_\_\_\_ **Lease Length:** \_\_\_\_\_  
**How did you hear about us?** \_\_\_\_\_

### PRIMARY APPLICANT INFORMATION

**First Name:** \_\_\_\_\_ **Middle Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_  
**Gender:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_  
**Social Security Number:** \_\_\_\_\_  
**ID Type:** \_\_\_\_\_ **Identification Number:** \_\_\_\_\_  
**Expiration Date:** \_\_\_\_\_ **License State/Province:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_  
**Permanent Street Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_ **Current Street Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Expected Graduation Month & Year:** \_\_\_\_\_

### VEHICLE INFORMATION (IF APPLIES)

**Vehicle Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_  
**Color:** \_\_\_\_\_ **Year:** \_\_\_\_\_  
**Plate Number:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Acknowledgment:** You declare that all your statements on this Application are true and complete. You authorize us to verify same through any means, including consumer reporting agencies and other rental housing owners. You acknowledge that you had an opportunity to review our rental selection criteria, which include reasons your application may be denied, such as criminal history, credit history, current income, and rental history. You understand that if you do not meet our rental selection criteria or if you fail to answer any question or give false information, we may reject the application, retain all application fees, administrative fees, and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you. *By submitting this application, I acknowledge and authorize a criminal background screening will be run for all primary applications and a credit screening will be run for all guarantor applications.*

**Right to Review the Lease:** Before you submit an application or pay any fees or deposits, you have the right to review the Rental Application and Lease Contract, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed lease agreement and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties. You are entitled to an original of the Lease Contract after it is fully signed.

\_\_\_\_\_  
 Resident Signature

\_\_\_\_\_  
 Date



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## CP Cincy - OFFER TO RENT

I, \_\_\_\_\_, agree that the rental rate structure below reflects any written or verbal agreement between myself and CP Cincy to sign a lease starting \_\_\_\_\_ and ending \_\_\_\_\_ as of \_\_\_\_\_.

All incentives, with the exception of a Signing Bonus, will be received during the month following move in. All Signing Bonuses will be given upon move in and upon collection of the First Installment. Failure to receive the incentive does not terminate the lease agreement.

I must have my file complete, in accordance with the ACH Rental Criteria, within 14 days of lease sign date in order to receive any incentive. If at any point I do not fulfill my lease agreement, I will be required to pay back the incentive at equal value.

**In accordance with the lease contract and additional addendums, I understand the Installment breakdown due monthly will be as follows:**

\$	
+	\$
+	\$
+	\$
+	\$
+	\$
+	\$
=	\$
	<b>Installment Due Monthly</b>
X	<i>Number of Installments in Lease Term</i>
=	\$
	<b>Total Contract Amount</b>

**Total Term due, in accordance with paragraph 6 outlined in lease contract agreement.**

*\*This total covers your base monthly installment due and allows you to see your full base term due (Monthly installment x \_\_\_\_\_). If resident elects to be all inclusive, any possible utility overages are still applicable. All residents are subject to additional lease fines or citations that are noted in the lease agreement and other addendums.*

*\*\*Resident must have this offer to rent in order to claim and receive an incentive.*

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date



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## CP Cincy - LEASE AGREEMENT

Date of Lease Agreement:

***This is a binding contract. Please read carefully before signing.***

### Moving In – General Information

1. **PARTIES.** This Lease Agreement (“Lease”) is between you, the resident (list all people signing the Lease): \_\_\_\_\_ and us, the owner agent: M&A Ohio JV LP (“Legal Entity Name”). The terms “you” and “your” or (“Resident”) refer to the Resident. You’ve agreed to (whichever of A or B is selected is applicable below):

Lease by Floorplan (**A**) An undivided interest in a bedroom (“Bedroom”) that is part of a unit of bedrooms (“Unit”) within the floor plan \_\_\_\_\_ at CP Cincy, located at 195 E. McMillan St. Cincinnati, OH 45219 (—Facility), Landlord will identify which unit in a written notice to Resident prior to the beginning of the Term, together with the right to use, in common with others, the furniture, appliances, and personal property provided by Landlord in such Bedroom and Unit (collectively, —Personal Property), and the right to use, in common with others, any common kitchen, bathrooms, personal property, and other common areas, to the extent currently in place at the Unit or the Facility (collectively —Common Areas); or

Lease by Unit (**B**) An undivided interest in Bedroom \_\_\_\_\_ that is part of Unit No. \_\_\_\_\_ at CP Cincy, located at 195 E. McMillan St. Cincinnati, OH 45219, together with the right to use, in common with others, the furniture, appliances, and personal property provided by Landlord in such Bedroom and Unit (collectively, —Personal Property)), and the right to use, in common with others, any common kitchen, bathrooms, personal property, and other common areas, to the extent currently in place at the Unit or the Facility (collectively —Common Areas).

Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The Resident agrees that the premises are to be occupied only by those specifically named in the Resident’s application and no one else. Resident agrees that there will be no more than one person per bedroom in full residence. All occupants must complete and submit a rental application. If any other person resides with the Resident without prior written authorization from the Landlord, the Landlord may, at its sole option, declare this lease agreement in default. The Resident further agrees that the above described premises cannot be assigned or sublet by said Resident either in whole or in part without specific prior written approval of the Landlord and any attempt to do so without Landlord’s prior written consent shall constitute a default hereunder. Although Resident may have visitors occasionally, it is understood that occupancy of the Premises is expressly reserved for Resident only, and any persons occupying the premises as a guest for more than three (3) day period, in whole or part, during the term of this lease shall be deemed unauthorized, resulting in a breach of this lease. The occupancy of the leased premises by an unauthorized guest in excess of said one (3) day period shall be deemed a violation of the Lease and the Landlord shall be entitled to recover from the Resident and guest (whose liability shall be joint and several) an amount of rent equal to that being paid by Resident in addition to any other damages provided in this Lease and in addition to the right of the Landlord to declare the Lease in default and may end your right of occupancy.

**ROOMMATES.** The persons occupying the other exclusive spaces within the Unit (collectively referred to as the —Roommates)) will also be allowed to reside in the apartment. Resident acknowledges that Landlord has the right to assign a Roommate to the Apartment before or during the term of this Lease and the Resident’s right to occupy the Common Area is only as a co- occupant with the Roommates, all of whom have executed separate Resident Lease Agreements with Owner to occupy their exclusive spaces and the Common Area of the Unit. Resident acknowledges that whether or not the Roommates have been selected by Resident or by the

Landlord, the Landlord is not responsible or liable for any claims, or action of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.

3. **LEASE TERM.** The initial term of the Lease begins on \_\_\_\_\_ (“Lease Commencement”) and ends at 10AM on \_\_\_\_\_ (“Expiration Date”).

4. **SECURITY DEPOSIT.** The total security deposit for Resident is \$«security\_deposit», due on or before the date this Lease Contract is signed. This amount does not include an animal deposit. Any animal deposit will be stated in an animal addendum. Security deposit will be returned to Resident within **30 days** after the Unit is vacated if all of the following conditions are met to the satisfaction of the Landlord:

- Full term of lease has expired.
- No damage to property beyond normal wear and tear to Landlord’s property, appliances, window coverings, and carpet (stains, burns, tears, etc. are not considered normal wear).
- Unit is left in its original condition (normal wear and tear exempted).
- Unit (including appliances, bathrooms, closets, cabinets, fixtures, etc.) is in broom clean condition with all rubbish, debris, and discards placed in the property’s outside refuse containers.
- All apartment, mailbox, and other assigned keys or access cards are returned in person to Landlord’s personnel. Forwarding address has been furnished to Landlord.
- No breach of Lease and/or regulations has occurred.
- This deposit is not rent and shall never be applied by the Resident as payment in whole or in part of any rental payments due; including last month’s rent payment, under the lease. In the event of any violation of the terms of this Lease by the Resident or in the event of any damage to property beyond fair and normal wear, deductions against the security deposit exceeding the amount of the security deposit shall immediately become due and payable from the Resident.
- In the event Landlord elects to repair damage to the Landlord’s property caused by Resident during the term of this lease, the cost of such repair shall be deducted from Resident Security Deposit and Resident shall promptly deposit with the Landlord that amount necessary to re-establish the required security deposit.

5. **KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT.** You will be provided \_\_\_\_\_ apartment key(s), \_\_\_\_\_ mailbox key(s), bedroom key, and \_\_\_\_\_ other access device(s) for gate and clubhouse access. Any resident, occupant, or spouse who, according to a remaining resident’s affidavit, has permanently moved out or is under court order to not enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your apartment will be (check one):  Furnished,  Partially Furnished,  Unfurnished.

6. **RENT AND CHARGES.** Rent Payment totaling \$ \_\_\_\_\_ for the Lease Term is payable in advance in \_\_\_\_\_ equal installments of \$ \_\_\_\_\_ for rent, in advance and without demand at the on-site manager’s office

**The first installment is due on or before the first of the month in which your lease begins. Otherwise, you must pay for your rent on or before the 1st day of each month (due date) with no grace period.** Rent is payable by check, money order, cashier’s check or credit card. You have no right to withhold rent for any purpose, even an act of God, or to reduce or offset Rent payable to us by any of your costs or damages against us. We may, at our option, require at any time that you pay all rent and other sums by online credit payment, certified or cashier’s check, money order, or one monthly check rather than multiple checks, but we will not accept personal checks after the **10th** of the month. Cash, international funds, or temporary checks will not be accepted. *If you don’t pay all rent before the **FOURTH (4th)** day of the month, and we haven’t given notice to vacate before that date, you’ll pay an initial late charge of \$35.00 plus a late charge of \$10.00 per day until the 19<sup>th</sup>.* Late charges shall not exceed 15 days for any single month’s rent. If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier’s/certified check, or credit card. After two returned checks, you must make all future payments by money order, cashiers/certified check, or credit card. You will also pay a charge of \$50.00 for each returned check or rejected automatic electronic draft, plus initial and daily late charges from due date until we receive acceptable payment. If you do not pay rent on time, you will be delinquent and all remedies under state law and this Lease will be authorized.

7. **UTILITIES.** We will pay for the following items in full, if checked:  gas,  water,  waste,  electricity,  trash,  cable,  internet service, and  other utilities.

We will furnish the following allotments/utility caps for the items listed: \$        cap for water per       , \$        cap(s) for electricity per       . Any usage billed over this amount will be the responsibility of all residents in the apartment and payable to the property within ten days. Resident is responsible for all setup, deposits, and activation fees of all utilities not paid for by the property.

You'll pay for all other utilities, related deposits, all amount not covered by the allotment/utility caps (if applicable) and any charges or fees on such utilities during your Lease Contract term. You must not allow any utilities (other than ones provided by the property) to be cut off or switched off for any reason – including disconnection for not paying your bills – until the Lease term or renewal period ends. If a utility is sub-metered or prorated by an allocation formula, we will attach an addendum to this Lease contract in compliance with state agency rules. If a utility is individually metered, it must be connected in your name, and you must notify the utility provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by Lease Commencement or cause it to be transferred back into our name before you surrender or abandon the apartment, you will be liable for a charge not to exceed \$50.00 per month, plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you are in an area open to competition and your unit is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

8. **INSURANCE.** Our insurance does not cover the loss of or damage to your personal property. You are (check one):

- required to buy and maintain renter's or liability insurance (see attached addendum), or  
 not required to buy renter's or liability insurance.

*The Resident assumes all responsibility for any damages caused to their apartment by their own negligence by causing fires, theft, water damage, pipe leaks, and other similar occurrences. Also, under no circumstances will the landlord be responsible for any damages to residents' personal belongings. The resident agrees that by signing this page that this constitutes the landlord, strongly urging resident to obtain from his or her own insurance company renters insurance. The resident understands that if they cause any damage by fire or flood that they are responsible for any repairs needed to the apartment and any other damage to the property that was directly affected by the resident's negligence. The resident agrees that the landlord may recover reasonable attorney fees and court cost for the collection of nonpayment for repairing damages caused to the leased premises and/or any other part of the property that was damaged because of resident negligence*

9. **SECURITY DEVICES. We will provide at no cost to you when occupancy begins: (1) a window latch on each window; (2) a door viewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless bolting device (deadbolt) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed lock(s) will be re-keyed after the prior resident moves out. The re-keying will be done either before you move in or within 7 days after you move in, as required by statute.**

**What You Are Now Requesting In Writing Is:** (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense:

One keyed deadbolt lock on exterior door  Security bar on sliding glass door  Change/rekey locks or latches. If no item is filled in, then you are requesting none at this time.

**Payment.** We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment.

You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

## Special Provisions and “What If” Clauses

**10. SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form. **ALL ATTACHED ADDENDA APPLY.**

**11. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** You will be liable to us for a reletting charge of **85%** of the highest monthly installment during the Lease Contract term) if you:

1. Fail to move in; or
2. Move out without paying rent in full for the entire Lease Contract term or renewal period; or
3. Move out at our demand because of your default; or
4. Are judicially evicted.

*The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease contract. See following paragraph.*

**Not a Release.** The reletting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense for processing a replacement. These damages are uncertain and difficult to ascertain – particularly those relating to make ready, inconvenience, and paperwork. You agree that the reletting charge is a reasonable estimate of such damages. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**CP Cincy IS LOCATED IN A COMMUNITY IN WHICH IT IS DIFFICULT TO RELEASE OR RELET AN APARTMENT SPACE ONCE YOU HAVE SIGNED THIS LEASE. WE CANNOT PROVIDE ASSURANCES AND WE DO NOT REPRESENT THAT YOUR SPACE WILL BE RELET OR THAT A REPLACEMENT RESIDENT WILL BE FOUND IF YOU FAIL TO TAKE POSSESSION, IF YOU ARE CONTEMPLATING AN EARLY MOVE-OUT, OR IF THE SPACE IS VACATED FOR ANY OTHER REASON. YOU WILL REMAIN OBLIGATED UNDER THIS LEASE AND WILL NOT BE RELEASED SHOULD YOU VACATE OR FAIL TO TAKE POSSESSION SAVE AND EXCEPT AS PROVIDED FOR UNDER PARAGRAPH 22 OF THE LEASE.**

**Replacements and Subletting.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

1. a reletting charge will not be due;
2. a reasonable administrative (paperwork) and/or transfer fee will be due; and a rekeying fee will be due if rekeying is requested or required; and
3. the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option:

1. the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or
2. the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

**12. DAMAGES AND REIMBURSEMENT.** You must submit payment in full within **30 days** loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment or community due to: a violation of the Lease Contract or rules; improper use; negligence; other conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or

occupants, or our representatives who perform at your request services not contemplated in this Lease Contract. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver. All such rights are hereby expressly reserved.

### **13. PROPERTY LEFT IN APARTMENT.**

**Removal after Surrender, Abandonment, or Eviction.** We or law officers may remove or store all property remaining in the apartment or in outside common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 43).

**Storage.** We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the apartment. We are not liable for casualty loss, damage, or theft.

**Disposition or Sale.** Except for animals and property removed after the death of sole resident, we may throw away or donate to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following an eviction. Animals removed after surrender, abandonment, or eviction may be kennel or turned over to local authorities or humane societies.

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under paragraphs 11 and 33 apply to acceleration under this paragraph.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18.

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are not responsible for the delay. The Lease Contract will remain in force subject to abatement of rent on a daily basis during delay. Rent abatement does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

**17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes or for any other legitimate purpose, as determined by Landlord, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your unit.

## While You're Living in the Apartment

**18. COMMUNITY RULES & REGULATIONS.** You and all guests and occupants must comply with any written apartment community rules and regulations, including instructions for care of our property. Our rules are considered part of this Lease Contract and are incorporated herein for all purposes. We may make reasonable changes to written rules, effective immediately, upon their distribution to you, and rules are applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract. You must comply with any subdivisions or deed restrictions that apply.

**19. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited – except that a lawful business conducted —at home|| by computer, mail or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other persons, residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

**20. PROHIBITED CONDUCT.** You or your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife or other weapon in the apartment community common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit; heating the apartment with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. Engaging in any of these activities shall be considered a breach of the Lease.

The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate the Lease. If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable.

Resident and his/her guests will not engage in or permit apartment to be used for criminal activity, including drug - related criminal activity and will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on, or near, the community. It is YOUR responsibility, not CP Cincy's responsibility, to notify the proper authorities if you suspect a roommate or guest is engaged in illegal activities. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations. Violations of the above shall be a material violation of the Lease and may be cause for termination of tenancy, but does NOT release you from your financial obligations under the Lease.

**21. RELEASE OF RESIDENT.** Tenant may have special statutory rights to terminate the Lease early in certain situations involving sexual assault or sexual abuse, family violence or a military deployment or military transfer.

**22. CANCELLATION.** If written cancellation is received within 72 hours of the date the resident signed this document, the lease will be void without penalties; unless property has received first installment and/or resident has been issued keys.

**23. PARKING.** We may regulate the time, manner and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. All vehicles owned or operated by you may be required to have a Property parking sticker if we have so designated. If provided, guests must park in the designated guest parking areas. Otherwise, there are no assigned parking spaces and parking spaces if provided, are available on a first come, first served basis. We may have unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if it:

- has a flat tire or is otherwise inoperable; or
- is on jacks, blocks or has wheel(s) missing; or
- takes up more than one parking space; or
- belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- is in a handicap space without the legally required handicap insignia; or
- is in a space marked for office visitors, managers, or staff; or
- blocks another vehicle from exiting; or
- is in a fire lane or designated —no parking area; or
- is in a space marked for other resident or unit(s); or
- is on the grass, sidewalk, or patio; or
- blocks garbage trucks from access to a dumpster; or
- has no current license, registration or inspection sticker, and we give you at least 10 days' notice that the vehicle will be towed if not removed.



WARNING; YOUR VEHICLE WILL BE TOWED IF YOU FAIL TO COMPLY WITH THE APARTMENT COMMUNITY'S PARKING POLICIES.

**24. MILITARY PERSONNEL CLAUSE.** Under the following circumstances, you may terminate the lease by giving us written notice if: (1) you are or become a member of the U.S. Armed Forces on extended active duty and receive change-of-station orders to permanently depart the local area, or if you are relieved from active duty (subject to the exception noted below); or (2) you are deployed to a foreign country as a member of the U.S. Armed Forces and are not continuing to receive housing allowance from the military. In either case, upon your notice, the lease will terminate under this Military Clause 30 days after the date on which your next rental date is due. The date of deployment or station change in the future must be before your lease term ends. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. Military permission for base housing doesn't constitute a permanent change-of-station order. After move-out you are entitled to the return of your security deposit, less lawful deductions. When signing or renewing a lease, if you already have deployment or change-of-station orders, or if you know that you will be retiring or that your enlistment term will end before the end of the lease term, you will not be released from this lease without our prior approval. Deployment or station change orders will only release the resident who qualifies (1) or (2) above and receives such orders during the lease term, and such resident's spouse and/or legal dependents.

**25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in paragraph 38. Window screens are not for security or keeping people from falling out.

**Smoke Detectors.** We will furnish smoke detectors as required by statute or city ordinance, and we will test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. **If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under the State Property Code for \$100 plus one month's rent, actual damages, and attorney's fees.** You also will be liable to us and others if: (1) you fail to report malfunctions or (2) any loss, damage, or fines result from fire, smoke or water.

**Casualty Loss.** We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from casualty losses including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather, (1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open and (3) drip hot and cold water faucets. You'll be liable for damage to our and others property if damage is caused by broken water pipes due to your violating these requirements.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. **You will not treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.** Even if previously provided we are not obligated to furnish security personnel, patrols, lighting, gate or fences or other forms of security unless required by statute. We are not responsible for obtaining criminal history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

**Extended Physical Absence.** If you are absent from the apartment for an extended period of time at any point during the lease term, you agree to periodically check-in on your individual bedroom, bathroom and the common areas. You understand that you are fully responsible for your bedroom and a pro rata share of the common area if preventable property damage (including, but not limited to, damage caused by water leaks, power outages, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in-progress, etc.) occurs during your extended absence.

**26. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture AS IS, except for conditions materially affecting the health or safety of ordinary persons. WE DISCLAIM ALL IMPLIED WARRANTIES AND NO EXPRESS WARRANTIES HAVE BEEN MADE TO YOU. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment. After that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**27. MAINTENANCE, ALTERATIONS AND REPAIR**

- a. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within **10 days** after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease Agreement or the negligent or careless use of the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Unit by other residents of the Unit if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within **ten (10) days** after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease Agreement. All damages will be billed to you within **10 days**.
- b. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
- c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks; electrical problems; carpet holes; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce the rent except to the extent allowed by law.
- d. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Unit, or the Property. If you request any repairs they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.
- e. We are not liable to you or your guests for personal injury or damage loss of personal property from any cause, including but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by our negligence or the negligence of the Manager. We urge you to obtain your own insurance for losses due to such causes.

**28. ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum and pay an animal deposit. An animal deposit is considered a general security deposit. We will

authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent) we will charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we will not be liable for loss harm, sickness, or death of the animal unless due to our negligence. We will return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**29. RIGHT OF ACCESS.** Landlord shall have the right of access to apartment, without notice, for inspection and maintenance during reasonable hours. In case of emergency, Landlord may enter at any time to protect life and prevent damage to the property. Resident authorizes Landlord to show the apartment to prospective renters after Resident has given notice of termination. The Landlord will be conducting periodic inspections and visitations for the purposes of pest control, water meter readings, and preventative maintenance repairs. Whenever possible, notice will be given of such inspections and visitations.

If you or any guest or occupant is present, then repairers, servicers, contractors, and our representatives may peacefully enter the apartment at reasonable times for the purposes listed below. Except in the case of emergency or if it is impracticable to do so, we will provide you with reasonable notice of our intent to enter the apartment at reasonable times. Twenty-four hours is presumed to be reasonable notice. If no one is in the premises, and request has been made for repairs and/or entry by you, it is presumed that your request is authorization for us to enter at reasonable times by duplicate or master key. We reserve the right to enter by other means if locks have been changed in violation of the lease. Ohio Law prohibits you from unreasonably withholding consent for us to enter into the apartment when entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

## RELETTING

**30. RELETTING CHARGE.** There is no early termination clause in this Lease Agreement. You will be liable for a reletting charge equal to **85%** of the highest monthly rent during the lease term if you (1) fail to move in or (2) move out without our prior written approval, or (3) are judicially evicted. The reletting charge is not a cancellation fee and does not release you from your obligations under the lease. It is not a release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain – particularly those relating to administrative and marketing costs. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for future or past-due rent, charges, fees or other sums due under this lease.

**31. ASSIGNMENT OR SUBLETTING.** You may not assign the Lease Contract, change roommates or sublet the apartment or any portion thereof without our express written consent. If we consent to an assignment of the Lease Contract or a sublease of the apartment, all rent and other payments must be made by the assignee or sub-resident directly to us. All assignees and sub-residents approved by us agree to comply with all the terms of this Lease Contract as if they had originally executed this Lease Contract. You will remain liable to

us for payment of the rent and other sums due under this Lease Contract and for performance of the obligations contained in this Lease Contract even after an assignment or sublease is approved by us. Our consent to one assignment or sublease will not be construed as consent to any further request for an assignment or sublease or a waiver of our right, in our discretion, to consent to future requests. WE ARE NOT RESPONSIBLE FOR FINDING YOU A SUBRESIDENT OR ASSIGNEE.

## DEFAULT

32. **DEFAULT BY RESIDENT.** You are in violation of this Lease Agreement if:

- a. You fail to pay Rent or any other amount owed under this Lease Agreement as directed by this Lease Agreement;
- b. You or your guest violates this Lease Agreement or any addendum to it, the Community Policies, any unit rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease Agreement, clothes and personal belongings have been substantially moved out and you have not been in the bedroom for **5 consecutive days**;
- d. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- e. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- f. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- g. You fail to pay any fine, charge, or penalty within **ten (10) days** after it is levied in accordance with this Lease Agreement or the Community Policies.
- h. Any of the utilities which are payable by you or the other residents of the apartment are disconnected or shut off because of nonpayment.

33. **REMEDIES.** If you are in violation of this Lease Agreement, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies as allowed by law:

- a. Collect any fine imposed by the Community Policies or Lease addendum;
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease Agreement;
- c. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease Agreement or end your monetary obligation for the Premises by giving you written notice providing 24 hours for you to leave;
- d. Sue to collect all unpaid Rent and other sums which would become due until the Expiration Date of the Lease Agreement or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the reletting charge of **85% of one month's rent**).
- e. Terminate the Lease Agreement and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- f. Report all violations to credit reporting agencies;
- g. Do any combination of a, b, c, d, e, or f; however, if the default solely relates to your failure to move in, we will return prepaid Rent and the Security Deposit if a replacement resident acceptable to us takes occupancy on the Lease Commencement; however, we will retain an amount of **\$350.00** as a lease cancellation fee (such amount not to exceed **85% of one month's rent**). All unpaid amounts will **bear interest at 18% per year** from the date originally due through the date of payment. In the event of a default by Resident, Landlord shall be entitled to all of its legal fees, court costs, deposition fees, and expert witness fees. Where permitted to by law, Resident expressly waives any right to recover legal fees against Landlord whether such fees may be awarded pursuant to contract or statute.

## 34. WAIVER OF A JURY TRIAL

**AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS LEASE, YOU AND WE HEREBY EACH WAIVE OUR RIGHT TO A TRIAL BY JURY ON ANY AND ALL ISSUES RELATING TO OR ARISING OUT OF OUR OBLIGATIONS UNDER THIS LEASE, THE RELATIONSHIP BETWEEN US, OR YOUR OCCUPANCY OF THE PREMISES (INCLUSIVE OF ANY CLAIM OF PERSONAL INJURY). YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING PROVISION AND THAT YOU ARE VOLUNTARILY, INTENTIONALLY, AND KNOWINGLY WAIVING ITS RIGHT TO A JURY TRIAL. LANDLORD AND RESIDENT STIPULATE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS.**

## General Clauses

**35. ENTIRE AGREEMENT.** This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties acknowledge and represent that, by signing and initialing this agreement, they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance save and except those set out in this Agreement, regardless of whether made orally or in writing prior to or contemporaneous with this agreement. The parties further acknowledge that they have freely entered into this agreement after having had the opportunity to obtain independent legal counsel of their own choosing to review its provisions and to provide advice as meaning of its terms and the advisability of agreeing thereto.

Our representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens or other rights, is not a waiver under any circumstance. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given as well as any fax transmittal verification. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

Exercising one remedy will not constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or Management Company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any pages invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

**Mortgagee's Rights.** Resident's rights under this Lease Contract shall at all times be automatically junior and subject to any mortgage, which is now or shall hereafter be placed on premises of which apartment is a part. If requested, Resident shall execute promptly any document that Landlord may request to specifically implement the subordination of this lease to such mortgage instrument.

**PARENTAL OR SPONSOR'S GUARANTY.** Parental or Sponsor Guaranty acts as additional security in the event there are damages exceeding normal wear and tear, or in the event Rent is not paid. Parental or Sponsor Guaranty will remain in effect for the duration of time Resident occupies any unit at CP Cincy.

Resident understands that the Landlord is relying upon the Resident's execution of this Lease in making lease space decisions and that it will remove the lease space from its inventory of available lease space upon signing. Resident further acknowledges, understands and agrees that he or she has been advised that the Landlord will, nonetheless, require that a binding Parental or Sponsor Guaranty be executed if the Resident cannot prove monthly income of **three times the monthly rent amount**. Resident also understands that a Parental or Sponsor Guaranty must be obtained directly from the parent and sponsor and that the Landlord reserves the right, both civil and criminal, for any falsification or forgery of such guaranty, the guaranty constituting an essential inducement for the grant of this Lease by Landlord. Notwithstanding, the Resident acknowledges, understands and agrees:

- This Lease Contract is fully binding regardless of failure to submit a Parental or Sponsor Guaranty;
- The Landlord reserves the right to exercise all available remedies for the Resident's failure to provide and to maintain a Parental or Sponsor Guaranty, including, but not limited to, the eviction (without waiver of all other rights, including collection of Rent due under this Lease for its full term).

**36. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

## Security Guidelines for Residents

**37. SECURITY GUIDELINES.** We care about your safety and that of other occupants and guests. No security system is failsafe. Even the best system cannot prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

Inform all other occupants in your apartment, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us. Know your neighbors. Watching out for each other is one of the best defenses against crime. Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit. Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times. Use the keyless deadbolt in your unit when you are at home.
- Do not put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of the Lease Contract.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts.
- Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and smoke detector to make sure they are working properly. Smoke detector batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes, or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

## When Moving Out

**38. MOVE-OUT PROCEDURES.** The move-out date cannot be changed unless we and you both agree in writing. You will not move-out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent. You're prohibited by law from applying any security deposit to rent. You will not stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment before the **30-day period** for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**39. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges – including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident or abuse.)

**40. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority

to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**41. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpster; false security alarm charges unless due to our negligence; animal-related charges; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned check charges; a charge **(not to exceed \$100)** for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract. You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move -out date; (2) accelerated rent if you have violated paragraph 33; and (3) a reletting fee if you have violated paragraph 11.

**42. Emergency Access:** If we believe an "Emergency Situation" exists such that you have died, are seriously ill, missing, or incarcerated (any one or all these events shall be referred to as "Emergency Situation") we MAY, at our option, but are not required to do so, permit any or all of the following person(s) to enter your dwelling and remove all or some of your personal property, as well as your property in the mailbox, storerooms, common areas, and your vehicle(s):

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_

You acknowledge we may require certain documentation from the above individual(s), including but not limited to: affidavit(s), court order(s), proof of the Emergency Situation, and/or indemnification agreements as well as proof of identification of the above individual(s). In the event we erroneously permit access to the above individual(s) when there was no Emergency Situation, you agree to release us from any and all liability for permitting access by one of the above individuals, including for our own negligence. You agree to promptly reimburse us for our legal fees and court costs associated with handling any Emergency Situation.

**43. ABANDONMENT.** You have abandoned the apartment when all of the following have occurred: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for **5 consecutive days**, or water, gas or electric service for the apartment not connected in our name has been terminated or transferred; and (4) you've not responded for **2 days** to our notice left on the inside of the main entry door, stating that we consider, the apartment abandoned. An apartment is also "abandoned" **10 days** after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 35.)

**44. HOLDOVER.** If you still occupy the Premises past the Expiration Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then rent will be increased by 25% for the extra time that you stay in the Premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your holdover.

## Signatures, Originals and Attachments

**45. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures – one for you and one or more for us. Our community rules and regulations, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

Offer to Rent

Lease Contract Guaranty

Community Rules & Regulations

Mold Information & Prevention Addendum

Estimated Move Out Charges

Bed Bug Addendum

Per Person Rental Of Dwelling Addendum

Cable and Internet Addendum

Animal Addendum (if applicable)

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT.**

***PLEASE READ CAREFULLY. DO NOT SIGN IF YOU ARE NOT IN AGREEMENT OR IF YOU HAVE A DIFFERENT UNDERSTANDING. WE SUGGEST THAT YOU TAKE A COPY OF THESE DOCUMENTS TO AN ATTORNEY FOR REVIEW PRIOR TO SUBMITTING THE RENTAL APPLICATION OR SIGNING THE LEASE CONTRACT.***

***AS STATED IN PARAGRAPH 36 – ENTIRE AGREEMENT – THIS AGREEMENT, ALONG WITH ANY EXHIBITS, APPENDICES, ADDENDUMS, SCHEDULES, AND AMENDMENTS, ENCOMPASSES THE ENTIRE AGREEMENT OF THE PARTIES AND SUPERSEDES ALL PREVIOUS UNDERSTANDINGS AND AGREEMENTS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN. THERE ARE NO PROMISES, WARRANTIES, UNDERSTANDINGS, OR REPRESENTATIONS OTHER THAN THOSE THAT ARE CONTAINED HEREIN OR IN THE EXHIBITS, APPENDICES, ADDENDUMS, SCHEDULES, AND AMENDMENTS HERETO.***

***ADDITIONAL PROVISIONS OR CHANGES MAY BE MADE IN THE LEASE CONTRACT IF AGREED TO IN WRITING BY ALL PARTIES. YOU ARE ENTITLED TO RECEIVE AN ORIGINAL OF THIS LEASE CONTRACT AFTER IT IS FULLY SIGNED. KEEP IT IN A SAFE PLACE.***

\_\_\_\_\_  
Resident Signature Date

\_\_\_\_\_  
Owner or Owner's Representative Date