

Date of Lease Contract: _____
 (when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) (*list all people signing the Lease Contract*):

and *us*, the owner: _____

(*name of community or title holder*). You've agreed to rent Apartment No. _____ at _____

_____ (*street address*) in _____

_____ (*city*), Kentucky, _____ (*zip code*) ("Apartment") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic 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 is attached.

2. OCCUPANTS. The Apartment will be occupied only by you and (*list all other occupants not signing the Lease Contract*):

No one else may occupy the Apartment. Persons not listed above must not stay in the Apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

3. LEASE TERM. The initial term of the Lease Contract begins on the _____ day of _____, _____ and ends at 11:59 pm the _____ day of _____, _____.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least _____ days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). *If the number of days isn't filled in, normally at least 30 days (one calendar month) notice is required. We are only required to give you fourteen (14) days notice if we are terminating for certain causes.*

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the Apartment is \$ _____, due on or before the date this Lease Contract is signed. An animal deposit will be stated in any animal addendum, only if an animal is permitted. **Your security deposit will be held in a financial institution escrow account as shown on page 8, until disposition.** You acknowledge that you have received a list of any damages existing in the Apartment prior

to move-in on a move-in/out checklist, and that you have had an opportunity to inspect the Apartment to ascertain the accuracy of such listing prior to taking occupancy. If you can't inspect the Apartment before taking possession, you must complete and return the move-in inspection form within _____ days of receiving the keys. *If no number is filled in, you have two (2) days to complete and return the form.* You acknowledge that you have signed such list of existing damages, or signed an attached statement detailing your objections to such list. Your failure to sign such list or attach a statement detailing objections will be deemed a waiver by you.

5. KEYS. You will be provided _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ _____ per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at _____

Prorated rent of \$ _____ is due for the remainder of (*check one*): 1st month or 2nd month, on _____

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized, after proper statutory notice. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason.

If you don't pay all rent on or before the _____ day of the month, you'll pay additional rent of \$ _____. You'll also pay a charge of \$ _____ for each returned check or rejected electronic payment, plus any additional rent (as set forth above). If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll have all other remedies for such violation.

If the following box is marked, you have received the following concessions listed below. Concessions are inducements for you to sign a lease for the particular Apartment in this community:

The total value of concessions you have received over the full term of your lease is \$ _____. While we are happy to offer concessions to you, concessions depend on your full and complete compliance with all of the terms of the Lease and that you remain a resident for the full term of your lease. Therefore, in the event you are determined to be in default of your lease agreement, or terminate your tenancy for any reason prior to the ending date provided in Paragraph 3 (Lease Term) of this Lease, all future concessions are terminated and hereby held void. Any concessions received through the date of default or termination are hereby forfeited and are immediately due and payable to us. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:
- water gas electricity master antenna
 wastewater trash cable TV
 other _____

Unless otherwise required by law, you'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If the Apartment is submetered or prorated by an allocation formula for utility billings, an addendum is attached to this Lease Contract in compliance with state agency rules.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We strongly recommend that you get renter's insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. We remind you, the only insurance which covers loss or damage to your personal property (your contents) is insurance you purchase yourself. Contents insurance may be available as part of a liability insurance policy offered for purchase through our office.

Personal Liability Insurance Requirements.

Additionally *(Select one. If none is selected then option "a" shall be deemed to be selected):*

- a) You are required to purchase and maintain liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ _____ from a carrier with an AM Best rating of a B+ or better, licensed to do business in Kentucky. Failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.
- b) Not required to purchase liability insurance.
NOTE: If you are not required to purchase liability insurance, or you drop or fail to purchase required insurance, you are still liable to us for all damages we suffer caused by you, your occupants, or guests.

- c) Personal liability insurance is force placed in an amount of \$ _____ per incident \$ _____ maximum and is included as either part of your rent or paid for by Owner to insure against your liability damage to the Apartment.

****NOTE: In the event of forced placement, any liability insurance you buy additionally is strongly recommended and will act as primary coverage to our force placed coverage which will then act as secondary coverage. ANY LIABILITY INSURANCE WE REQUIRE YOU TO PURCHASE, UNDER (c) ABOVE, DOES NOT INCLUDE ANY COVERAGE FOR YOUR CONTENTS. CONTENTS COVERAGE IS STRONGLY RECOMMENDED AND YOU UNDERSTAND WE HAVE NOT PURCHASED INSURANCE FOR YOUR CONTENTS UNDER ANY OPTION IN THIS PROVISION.** Any policy you purchase or that we purchase for you shall waive any rights of subrogation by you or your insurance company against us.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies. If you or any member of your household, guest or invitee causes damage to the Apartment or Community in an amount less than your personal insurance deductible you are responsible to us for the amount of such damage. In the event damage occurs and you have a liability policy with a deductible, you agree that you owe us, and agree to indemnify us, for the amount of the deductible along with any amount that is in excess of the insurance coverage that you have purchased regardless of whether you have exceeded your limit of liability, the loss is from an excluded condition, or for your failure to purchase insurance with such specific coverage.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your Apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law. If we change a lock and/or latch, we cannot deny a key to the new lock and/or latch to any other named Resident in this Lease Contract.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to locks and/or latches by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing locks and/or latches which were misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following 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.

See any additional special provisions.

11. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the Apartment community due to violation of the Lease Contract or rules, improper use without regard to your negligence or the negligence of your guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or**

doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your Apartment. We may require payment at any time, including advance payment of repairs for which you're liable without regard for your negligence. Delay in demanding sums you owe is not a waiver.

12. **DISPOSITION OF PROPERTY LEFT IN YOUR APARTMENT AFTER SURRENDER, ABANDONMENT, OR EVICTION.**

Definition of Surrender And Abandonment of Apartment.

You have "surrendered" the Apartment when: (1) the move out date has passed and no one is living in the Apartment in our reasonable judgment; or (2) all Apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

You have "abandoned" the Apartment when all of the following have occurred: (1) everyone 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 nonpayment of rent for 7 consecutive days or (4) water, gas, or electric service for the Apartment not connected in our name has been disconnected or terminated; and (5) you've not responded

for three 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.

In the event of surrender or abandonment our re-entering the Apartment shall not be construed as a relinquishment on our part.

Entry and Disposition of Your Property. Immediately after surrender, abandonment, or eviction, we may in accordance with law: enter and take possession of the Apartment; remove, store, sell, or throw away property left in the Apartment when authorized below; and exercise other rights under paragraph 50 (Deposit Return) relating to clean-up, repairs, and security deposit deductions.

Removal of Your Property. All property left in the Apartment or common areas by you or others after eviction or after surrender or abandonment of the Apartment may be removed by us or (law officers), at your expense.

Storage of Your Property. We may store but have no duty to store property removed after judicial eviction or after you have surrendered or abandoned the Apartment. We're not liable for casualty loss, damage or theft of stored property. You must pay reasonable charges for our packing, removing, storing, selling, and disposing of such property.

Redemption of Your Property. If we've stored property under this paragraph, you may redeem it prior to sale or disposition under the following subparagraph by paying all sums you owe, including rent, late charges, storage, damages, attorney's fees, etc. You must pay reasonable charges for our packing, removing, and storing such property. We may require payment by cash, money order, or certified check. If you request in writing, we will provide you an accounting of amounts owed. We may return redeemed property at the place of storage, the management office, or the Apartment (at our option).

Disposition or Sale of Your Property. Immediately after removal, we may throw away or give to a charitable organization property removed by us under this paragraph (except for animals and property removed after a death of a sole resident). If we've stored property under this paragraph, we will sell it by sale which will be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice will itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Animals removed after surrender, abandonment, or judicial eviction will not be sold, but we may board them or turn them over to local authorities or humane societies. If property is sold: the sale may be public or private, may be subject to any third-party ownership or lien claims, must be to the highest bidder, and may be in bulk, in batches, or item-by-item.

13. FAILING TO PAY FIRST MONTH'S RENT; ALL CONCESSIONS ARE FORFEITED. 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; and we may end your right of occupancy and recover damages, future rent, court costs, and other lawful charges. Our rights and remedies under paragraph 32 (Default by Resident) apply to acceleration under this paragraph.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written Apartment rules and community policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all Apartments in the Apartment community and do not change dollar amounts on page 1 of this Lease Contract.

All window decorations shall have outward facing neutral color backing. Residents shall not remove blinds provided by Owner within the Apartment. No outward facing decorations or signage shall be displayed, including, but not exclusively, no advertisements, signage, political signage, or flags. No other decoration, signage, flags, political statements, or advertisements may be displayed from any other portion of the Apartment, Bedroom, patio, or balcony, that would be visible to the outside of any portion of the Community, including visible through any sliding glass doors, patio railings, patio furniture, or any other portion of the Apartment, whether in control of a part of the Apartment rented by the Resident or not. It is understood, that Owner abides by all Federal and State Fair Housing Laws and while the Resident or Residents may feel strongly about a certain position, political position, or product, not everyone in the Community may agree. In order that no Resident feels

14. RENT INCREASES AND LEASE CHANGES. No rent increases or lease changes are allowed before the initial lease term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by any signed written addendum or amendment signed by you and us, by Ad Valorem Taxes/Fees in paragraph 17, or by reasonable changes of Apartment rules allowed under paragraph 18 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice (via certified mail or hand delivery) of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay so long as the delay is not willful or in bad faith on our part. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing upon at least 5 days notice and must be delivered to our place of business through which the rental agreement was made or to any place held out by us as the place for receipt of communications, or mailed by certified mail to the landlord to either of the two locations listed immediately above. After termination, you are entitled only to refund of deposit(s) and any rent and security deposit paid, but not screening fees or charges we incur. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Apartment.

16. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, business purposes, or by court order with a search warrant or by subpoena, we may provide it.

17. AD VALOREM TAXES/FEES AND CHARGES – ADDITIONAL RENT. If, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the Apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the Apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. These charges can, as examples, include: any charges we receive for any zoning violation; sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute; 911 or other life safety charges, per person, or per Apartment charge or tax; and any utility bill unpaid by you, which is then assessed to us for payment.

uncomfortable or intimidated, the Owner bans all such displays from the Apartment, Bedroom, and common areas, as the owner of the Community. Resident may continue to display Resident's feelings and exhibit and use free speech in all other ways, such as, bumper stickers on cars, t-shirts, and other means of free political speech, but may not use the Owner's property for signage or displays. Any decoration not in conformity with the Owner's policy shall be a breach of this Lease.

19. LIMITATIONS ON CONDUCT. The Apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. No loitering. 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 other common areas. You, your occupants, or guests may not anywhere in the Apartment complex: use candles or use kerosene lamps or kerosene heaters without our prior written approval; store anything

in closets having gas appliances; 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 community is prohibited—except that any 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. You’ll be liable to us for damage caused by you or any guests or occupants. No use of any grill is permitted on a balcony or patio (in the case of the patio unless there is 25 feet of clearance from any flammable structure). No storage of grills in or outside the Apartment, any storage area, or the balcony/patio is allowed. You may not display any signs or flags on, or from, any window or balcony. You may not display items or signs inside a window if they can be seen from outside the apartment.

We may exclude from the community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any Apartment rules, or disturbing other 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. We may exclude persons who have been previously evicted or asked to move from the Community in lieu of an eviction. We may exclude anyone who has been given a written trespass notice from us.

You must notify us in writing of any anticipated extended absence from your Apartment in excess of 7 days no later than the first day of the extended absence. You will be responsible for any damages incurred as a failure to so notify us.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property or any other criminal activity or deferred adjudication which violates the written rental standards of the Community in place at the time of conviction. You also agree to notify us if you or any occupant registers as any level or type of sexually oriented offense in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: loud or obnoxious conduct; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in a way that may alarm others; tampering or interfering with utilities or telecommunications; bringing hazardous materials into the community.

21. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the Apartment or been asked to vacate by any appropriate authority; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or Apartment(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

22. RELEASE OF RESIDENT. Unless you’re entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 23 (Military Personnel Clause), 31 (Responsibilities of

Owner), or 45 (Move-Out Notice), you won’t be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. MILITARY PERSONNEL CLAUSE. You agree to inform us if you become eligible for protection under the Service Member’s Civil Relief Act during your tenancy. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

24. 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 and/or carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices if they are installed in the Apartment.*

Smoke Detectors and Carbon Monoxide Detectors. We’ll furnish smoke detectors and carbon monoxide detectors as required by law, and we’ll 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 and carbon monoxide detector malfunctions to us. Neither you nor others may disable the smoke detectors and/or the carbon monoxide detectors. If you disable or damage the smoke detectors and/or carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water, and in default under the Lease Contract.

Casualty Loss. We’re not liable to any Resident, guest or occupant for personal injury, of any sort, up to and including death. For all these reasons, we are not liable to any Resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your Apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your Apartment, you’ll be liable for damage to our property and the property of others.

Temperature Control. Unless we instruct otherwise, you must 24 hours a day, during freezing weather, keep the Apartment heated, etc., and at all other times, you must: (1) run the HVAC systems blower fan to circulate air to retard the potential for moisture, mold and mildew; (2) at all times when using any shower or other bathing device, run the exhaust fan if any, provided in the bathroom area; and (3) if you are maintaining other items in the Apartment which reduce moisture, such as an Aquarium, you must run the air conditioning (if provided) in the summer to keep the temperature below 85 degrees Fahrenheit in the Apartment during the months when the temperature outside exceeds 85 degrees.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency. You should then contact our representative when it is safe to do so. To the extent we screen you and your co-occupants you will not rely on screening for purposes of assessing the security of the Community or your individual security in the Apartment, etc. Unless otherwise provided by law, we’re 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. We’re not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures at the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We’re not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the 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 local law-enforcement agency. You must also furnish us with the law-enforcement agency’s incident report number upon request.

25. CONDITION OF THE APARTMENT AND ALTERATIONS.

You are advised, pursuant to Kentucky Penal Code 512.020 that as a Resident, if you intentionally or wantonly deface, destroy or damage a residential rental property causing a pecuniary loss of One Thousand Dollars (\$1,000.00) or more, this is a criminal act under the Kentucky Revised Statutes and could lead to a conviction of Criminal mischief in the first degree if you have no right to do so. Criminal mischief is a Class D Felony. Further, as a Resident, if you intentionally or wantonly deface, destroy or damage Residential Rental Property causing a pecuniary loss to us of Five Hundred (\$500.00), but not less than One Thousand (\$1,000.00) Dollars, you can be found guilty of Criminal mischief in the second degree, which is a Class A misdemeanor and if you cause damage as a Resident having no right or reasonable grounds to wantonly deface, destroy or damage residential property causing a pecuniary loss of less than Five Hundred Dollars (\$500.00), you can be found guilty of Criminal Mischief in the Third Degree, which can be a third degree Class B misdemeanor. This community cooperates with law enforcement and prosecuting fully criminal damage to our community and to the Apartment by you, your occupants and your guests.

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. You have received a list of damages existing in the Apartment prior to move-in, and you have had an opportunity to inspect the Apartment to check the accuracy of such listing. You must either sign the list or sign an attached statement detailing your objections to the list, and must return a copy to us. (See also paragraph 4 (Security Deposit)). 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 perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our Apartment. No holes or stickers are allowed inside or outside the Apartment. But we'll 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, additional phone or TV-cable outlets, washing machines, alarm systems, or lock changes, additions, or rekeying is permitted unless it is statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll 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.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the Apartment if the work or desired improvement is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Unless required by law, air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions unless such damage was caused by the actions (or inactions) of you, your guests, or occupants, without regard to their/your negligence.

27. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. 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'll charge you for defleaing, deodorizing, and shampooing, if required in our sole discretion. You will also owe us animal damages and deposits listed in the Rules and Regulations or in any Animal Addendum. 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, 24 hours written notice of intent to remove the animal, and (2) following the procedures of paragraph 28 (When We May Enter). Prior notice of entry in paragraph 28 (When We May Enter) is waived for these purposes. 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 won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority and you agree not to return the animal to the Apartment. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

28. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairs or services, contractors, our representatives or other persons listed in (2) below may peacefully enter the Apartment at reasonable times for the purposes listed in (2) below. If nobody is in the Apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) written notice of the entry is left in a conspicuous place in the Apartment immediately after the entry; and
- (2) 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 and/or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishables, including foodstuffs, if your electricity is disconnected; removing unauthorized animals; 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 and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination of your tenancy, repair

requests, lease renewals and non-renewals, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the Apartment for service of process. Security deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Return).

Replacements

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed *only when we expressly consent in writing*. If departing or remaining residents procure a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) 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
- (2) you *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 of occupancy or 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. The departing resident will no longer be granted access to the Apartment for any reason.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25 (Condition of the Apartments and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment; if provided
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing;
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable; and
- (5) address after hours service calls.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under the law only as follows: (a) you must deliver to us written notice specifying the acts and omissions constituting the breach, stating that your tenancy will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 30 days from the date of receipt of the notice; (b) if the breach is remediable by repairs, the payment of damages or otherwise and we adequately remedy the breach before the date specified in the notice, your tenancy shall not terminate by reason of the breach. If substantially the same act or omission which constituted a prior noncompliance covered by subsection (a) above for which notice was given recurs within 6 months, then you may terminate your tenancy upon at least 30 days written notice specifying the breach and the date of termination of your tenancy. You may not terminate for a condition caused by the deliberate or negligent act or omission of you, a resident of your Apartment, or any guests. Security deposits and prorated rent will be refunded as required by law.

You shall be liable for Our costs, including trip charges for any maintenance work performed after normal business hours that is either (a) called in as an emergency and is not an emergency, or (b) an emergency caused by Your action(s) or inaction(s) of Your family, guests, or invitees.

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the Apartment; (4) you violate your statutory obligations under Kentucky law and do not cure within the time described in notice to you; (5) you give incorrect or false answers in a rental application; (6) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in KRS 218A.500; (7) any illegal drugs or paraphernalia are found in your Apartment; (8) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20 (Prohibited Conduct); or (9) you or any occupant, in bad faith, make an invalid complaint to an official or employee of a utility company or the government.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease. Further, no offer to renew is effective if you default on your existing Lease.

Termination of Your Tenancy for Nonpayment of Rent. If your default is for nonpayment of rent, we may give you written notice that your tenancy will terminate 7 days after you receive the notice if the rent is not paid in full by the end of those 7 days, and, if applicable, you waive 30 days notice of default that may otherwise be required under Kentucky law. If rent is not paid in full by the end of this 7-day period, your tenancy will terminate automatically (on the 8th day) without further notice. At our option, our written notice may give you a longer period in which to pay your rent.

Termination of Your Tenancy for Other Reasons. If the reason for your default is for other reason(s), we may deliver to you a written notice specifying the acts and omissions constituting the default and stating that your tenancy will terminate 14 days after your receipt of the notice if the default is not remedied by the end of those 14 days, and, if applicable, you waive 30 days notice of default that may otherwise be required by Kentucky law. If the default has not been remedied by the end of this 14-day period, or if the default cannot be remedied, your tenancy will terminate automatically (on the 15th day) without further notice. At our option, our written notice may give you a longer period in which to remedy your default. If substantially the same act or omission which constituted a prior default for which notice was given to you recurs within 6 months of that previous default, we may terminate your tenancy upon 14 or more days written notice to you, specifying the default and the date of termination of your tenancy.

Delivery of any of the above notices may be by: (1) certified mail, return receipt requested; and/or (2) personal delivery to any resident; and/or (3) personal delivery at the Apartment to any occupant over 16 years old; and/or (4) by delivery to the front door of the Apartment (either by attaching a copy to the door, placing the notice between the closed door and the door jamb, under or through the door into the Apartment, or by leaving the notice between any screen/storm door and the front door of the Apartment). If notice is mailed, you are deemed to be in receipt of it two days after it is mailed. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent. After giving notice of default, notice to vacate, notice of termination of your tenancy, or filing an eviction suit, we may still accept rent or other sums due. Such filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right except when you have in a timely manner cured a default after notice. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums.

Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations under paragraph 32 (Default by Resident).

Forfeiture of Concessions. Concessions are made as an incentive to you to lease the Apartment and are dependent upon your full and faithful completion of obligations imposed on you by this lease during the term. In the event of default, all concessions you have received are considered forfeited and immediately due and payable to us. Any concessions that you would otherwise be entitled to from and after the date of default are hereby considered void.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) you must pay holdover rent in advance on a daily basis and such rent will be delinquent without notice or demand; (2) your rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term for up to one month from the date of notice of lease extension by delivering written notice to you or your Apartment while you continue to hold over. We may also file suit for possession and recover up to three months periodic rent or threefold the damages sustained by us, whichever greater, plus attorney's fees.

Eviction. If you default, we may end your right of occupancy by giving you notice as described above. Notice may be made by the notice procedure specified in subparagraph (b) above. Unless prohibited by law, accepting money at any time doesn't waive our right to damages, past or future rent, or other sums, or to file or continue with eviction proceedings.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Other Remedies. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts or concessions in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including suit for termination of your tenancy, possession, damages, rent, and all other monies due. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover, to the extent allowed by state law, from the nonprevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear the highest lawful rate of interest (no less than 12%) per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. We may turn any returned checks over to law enforcement officials for prosecution according to law.

Mitigation of Damages. If you move out early, you'll be subject to the damages listed in Paragraph 32 (Default by Resident). We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

33. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

34. NO AUTHORITY TO AMEND UNLESS IN WRITING. 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. Our representatives must give you a written release when this Lease Contract entitles you to a release.

35. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, or other rights isn't a waiver under any circumstances.

36. NOTICE. 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. Digital, Email, and Fax signatures are binding. All notices must be signed.

37. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. 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.
- E. This Lease Contract binds subsequent owners.
- F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- G. All provisions regarding our nonliability and nonduty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- I. All lease obligations must be performed in the county where the apartment is located.
- J. All provisions of KRS Chapter 383 relating to residential leases shall apply to this Lease Contract.

K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

L. You agree to hold our employees harmless when they are acting properly within their capacity as our representative.

38. WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

39. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

40. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

41. AGREEMENT TO ARBITRATE. Except as prohibited by law, and specifically excluding any action in Forcible Entry and Detainer, in the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. Arbitration of any claim between the parties shall be governed under the Federal Arbitration Act of 1925. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair,

appropriate, and a negotiated remedy to resolve the dispute, that the parties agree and understand that the ownership of the Apartment Community and its management may be located in a state different from the state in which the Community is located, and due to the interstate nature of the relationship between the parties and the fact that both parties are assuming risks, that the mandatory arbitration requirement is appropriate. The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in this Rental Agreement for the giving of notices. All such arbitration proceedings shall take place at such location within Twenty (20) miles of the Facility. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by You and Us.

42.FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

When Moving Out

45.MOVE-OUT NOTICE. Before moving out, either at the end of the lease term or any extension of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early except if you are able to terminate your tenancy under the statutory rights explained under paragraph 22 (Release of Resident) or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. Notice from one resident is notice from all residents. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant as it pertains to the rent due; however, you have no right to retain possession of the Apartment or any part thereof beyond the expiration or earlier termination of this Lease Contract. Nothing contained in this Lease Contract shall be construed as consent by us to any holding over by you, and should you holdover, we will have all remedies available under this Lease Contract and state law.

46.MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in acceleration of future rent under Paragraph 32 (Default by Resident) and forfeiture of concessions, if any. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. If you leave owing rent, concessions or other monies other than for damages, we may, in the event you do not demand return of the deposit within 30 days after you vacate the Apartment, remove any excess deposit from the escrow account and apply such excess to any other debt owing to us. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

47.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.

48.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.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

43.PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 12 (Disposition of Property Left In Your Apartment After Surrender, Abandonment, Or Eviction) or utility payments subject to governmental regulations) 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 (which is due on the first) are due upon our demand. After the due date and any required demand notice, we do not have to accept the rent or any other payments except as provided in the termination of tenancy provisions of paragraph 32 (Default by Resident).

44.ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the Apartment is located.

49.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 and/or carbon monoxide detector batteries; 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 access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 12 (Disposition of Property Left In Your Apartment After Surrender, Abandonment, Or Eviction); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors and carbon monoxide 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, and, if allowed by statute, attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract and these charges may be deducted from any deposit.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 32 (Default by Resident).

50.DEPOSIT RETURN. At the termination of your tenancy, we'll inspect the Apartment and compile a listing of any damage to the Apartment which is the basis for any charge against the security deposit. We and you shall then sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If you refuse to sign such listing, you must state specifically in writing to which items on the list you dissent, and then sign such statement of dissent. If you dispute the accuracy of our final damage listing and choose to bring a claim against us for your security deposit, your claim is, by statute, limited to those items to which you specifically dissented, and if you fail to sign the listing or specifically dissent in accordance with this provision, you are not entitled to recover any damages under this Section. You have the right to inspect the Apartment to ascertain the accuracy of such listing. If you don't participate in the damages review, or you don't sign the damages list, you are accepting responsibility for all of the listed damages and charges. If no rent is due at the time of move-out, surrender or abandonment, we will mail you such list to the forwarding address you provide. If no forwarding address is provided, we will mail such list to your last known address. You will have 60 days from the post

mark date to contact us to receive your refund. If we have not received a response from you within 60 days of the postmark of our notification to you, we may remove the deposit from the account into which it was originally put, and retain it free from any claim by you or any person claiming it on your behalf.

Surrender and abandonment are defined in paragraph 12 (Disposition of Property Left In Your Apartment After Surrender, Abandonment, Or Eviction). Surrender, abandonment, and 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, or eviction doesn't affect our duty to give you prorated credit for rent later received from others during the remainder of your lease term or renewal period. See also paragraph 12 (Disposition of Property Left In Your Apartment After Surrender, Abandonment, Or Eviction) relating to our rights regarding personal property left in the Apartment.

Severability, Originals and Attachments, and Signatures

51. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original. You agree that you have received a copy of the document provided by the Kentucky Commission on Human Rights called Opening the Doors of Opportunity.

Name, address, and account number of financial institution in which security deposit will be deposited *(must be filled out)*

Name and address of locator service *(if applicable)*

Person authorized to manage the Apartment, and may be changed any time by us with posting of notice. (Must be completed).

Address and phone number of owner's representative for notice purposes

Resident or Residents *(all sign below)*

Owner or Owner's Representative *(signing on behalf of owner)*

*You are legally bound by this document.
Read it carefully before signing.*

If this document is being executed electronically, I agree that I have previously consented to conducting this transaction by electronic means as defined by KRS§ 369.105(2) and that by affixing my digital signature or consenting to the document by pressing "I accept" that this electronic signature will have the same binding and controlling effect as if I had signed the paper document by my own hand.

Date form is filled out *(same as on top of page 1)*

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

Fast Facts: 2021 Debt Collection COVID-19 Interim Final Rule

Interim Final Rule: The Bureau's Interim Final Rule (IFR) amends Regulation F to require that debt collectors provide written notice to certain consumers about temporary eviction protections under the Centers for Disease Control and Prevention (CDC)'s eviction moratorium and prohibit a debt collector from misrepresenting that a consumer is ineligible for eviction protection under the moratorium.

Effective date: May 3, 2021

Comments due: 15 days after the date of publication in the Federal Register. Detailed information on how to submit comments can be found in the IFR.

Available at: <https://www.consumerfinance.gov/rules-policy/final-rules/debt-collection-practices-global-covid-19-pandemic-regulation-f/>

About this document: The Bureau has issued an IFR to amend Regulation F at 12 CFR 1006. This document generally provides a high-level overview of the topics covered in the IFR. Note that the Bureau's 2020 Debt Collection Rules will not yet be in effect by the IFR's effective date and accordingly, the IFR revises Regulation F as it currently exists.

This is a Compliance Aid issued by the Consumer Financial Protection Bureau. The Bureau published a Policy Statement on Compliance Aids, available at <https://www.consumerfinance.gov/policy-compliance/rulemaking/final-rules/policy-statement-compliance-aids/>, that explains the Bureau's approach to Compliance Aids.

Coverage

Entity or article	Description in IFR	Location in Regulation F and FDCPA
Debt Collectors	<p>The IFR applies to debt collectors as defined in the Fair Debt Collection Practices Act (FDCPA).</p> <p>The term debt collector is generally defined in the FDCPA as any person who uses any instrumentality of interstate commerce or mail in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, to another.</p>	<p>1006.9(a)</p> <p>FDCPA section 803(6)</p>
Consumer	<p>The IFR applies to consumers as defined in the FDCPA.</p> <p>A consumer is defined in the FDCPA as any natural person obligated or allegedly obligated to pay any debt.</p>	<p>1006.9(b)(1)</p> <p>FDCPA section 803(3)</p>
Debt	<p>The IFR applies to debt as defined in the FDCPA.</p> <p>Debt is defined in the FDCPA as any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services that are the subject of the transaction are primarily for personal, family, or household purposes, whether or not the obligation has been reduced to judgment.</p>	<p>1006.9(b)(1)</p> <p>FDCPA section 803(5)</p>
CDC Order	<p>The IFR added a definition of CDC Order to Regulation F.</p> <p>As defined, the CDC Order means the order issued by the Centers for Disease Control and Prevention titled Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19 (86 FR 16731 (Mar. 31, 2021)).¹</p> <p>The CDC Order generally prohibits a landlord, owner of a residential property, or other person with a legal right to pursue</p>	<p>1006.9(b)(2)</p>

¹The CDC Order will remain in effect until June 30, 2021, unless extended, modified, or rescinded. In the event the CDC further extends the CDC Order, the Bureau expects the IFR will continue to be in effect until the expiration of any such extension.

eviction (including an agent or attorney acting on behalf of a landlord or owner) from evicting any covered person from any residential property for non-payment of rent in any jurisdiction in which the Order applies during the effective period of the Order.

The IFR added a definition of eviction notice to Regulation F.

Eviction Notice	The term eviction notice is defined as the earliest written notice that the laws of any State, locality, territory, or tribal area require to be provided to a consumer before an eviction action against the consumer may be filed.	1006.9(b)(3)
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Conduct

Topic	Required, prohibited, or optional conduct	Location in Regulation F
Prohibition against misrepresentations about the CDC Order	<p>A debt collector must not falsely represent or imply to a consumer that the consumer is ineligible for temporary protection from eviction under the CDC Order.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> ▪ During the effective period of the CDC Order; ▪ In any jurisdiction in which the CDC Order applies; and ▪ In connection with the collection of a debt. 	1006.9(c)(2)
Requirement to disclose the CDC Order	<p>Before filing an eviction action for non-payment of rent against a consumer, if the CDC Order might reasonably apply to that consumer, a debt collector must disclose that the consumer may be eligible for temporary protection from eviction under the CDC Order.</p> <p>The disclosure must be clear and conspicuous and in writing. A debt collector must provide the disclosure on the date the debt collector provides the consumer with an eviction notice or, if no eviction notice is required by law, on the date that the eviction action is filed.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> ▪ During the effective period of the CDC Order; ▪ In any jurisdiction in which the CDC Order applies; and ▪ In connection with the collection of a debt. 	1006.9(c)(1)

Option to provide the CDC Order disclosure at the same time as the eviction notice	A debt collector may satisfy the requirement to provide the disclosure on the same date as the eviction notice or eviction action by providing the disclosure at the same time that the debt collector provides the consumer with any eviction notice or serves the consumer with any eviction action. For example, a debt collector may provide the disclosure in the same mailing as the eviction action and does not need to provide the disclosure separately on the same date.	Comment 1006.9(c)(1)–3
Option to include the CDC Order disclosure in all consumer eviction notices	A debt collector may provide the disclosure to a consumer even if the consumer might not be covered by the CDC Order. Therefore, a debt collector may provide the disclosure to every consumer in every eviction action for non-payment of rent.	Comment 1006.9(c)(1)–2
Option to provide the CDC Order disclosure more than once	A debt collector may provide the disclosure more than once to a consumer, such as in each subsequent communication with the consumer.	Comment 1006.9(c)(1)–4

Sample Disclosure Language

Sample Disclosure Language	Location in Regulation F
The following is sample language a debt collector may use, but is not required to use, to comply with the IFR’s disclosure requirement:	
“Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287.”	Comment 1006.9(c)(1)–5.i
The following is another option for sample language a debt collector may use, but is not required to use, to comply with the IFR’s disclosure requirement:	
“Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287.”	Comment 1006.9(c)(1)–5.ii

Additional resources

Find more implementation information and sign up for updates about debt collection rule implementation at <https://www.consumerfinance.gov/compliance/compliance-resources/other-applicable-requirements/debt-collection/>.

**SAMPLE
NOT A VALID FORM**



ADDITIONAL SPECIAL PROVISIONS



APARTMENT DESCRIPTION. Unit No. _____, _____ (street address) in _____ (city), Kentucky, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____

Owner's Name: _____

Residents (list all residents): _____

NOT A VALID FORM

Resident(s) (All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum





LEASE CONTRACT ADDENDUM FOR UNITS PARTICIPATING IN GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS



1. APARTMENT DESCRIPTION.

Unit No. _____, _____ (street address) in _____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____ Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PARTICIPATION IN GOVERNMENT PROGRAM. We, as the owner of the Apartment you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

4. ACCURATE INFORMATION IN APPLICATION. By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

5. FUTURE REQUEST FOR INFORMATION. By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.

6. INACCURATE INFORMATION AS GROUNDS FOR EVICTION.

If you refuse to answer or if you do not provide accurate information in response to those requests, it will be considered a substantial violation of the Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional.

7. NO LIEN FOR UNPAID SUMS.

We shall not have a lien on your property for unpaid rent or other sums, except that we will have a lien to cover packing, removal, and storage charges for property left in the Apartment after you move out. This paragraph overrides any contrary provisions contained in the Lease Contract.

8. STUDENT STATUS.

By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.

9. ELIMINATION OF JURY WAIVER.

Any provision in the Lease Contract that waives a trial by jury is hereby deleted and unenforceable.

10. CONFLICT WITH GOVERNING LAW.

To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.

11. SPECIAL PROVISIONS.

The following special provisions control over conflicting provisions of this printed form:

Resident(s)

Date of Signing Addendum

Owner's Representative

Date of Signing Addendum



Date: _____
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the Apartment. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not the property manager or anyone else).

1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

The Lease Contract is referred to in this Addendum as the "Lease Contract." This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. A. NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize assistance animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the Apartment until the Lease Contract expires, unless we terminate the Animal Addendum. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violates any of the rules in this Addendum. See paragraph 12.

4. ANIMAL DEPOSIT. An animal deposit of \$ _____ will be charged. We [check one] will consider, or will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract [check one] does, or does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract [check one] includes does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of \$ _____ for having the animal in the Apartment. It is our policy to not charge a deposit for assistance animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the Apartment or community. Despite the fact that there are two (2) spaces for animals, we may limit the number of animals permitted to one (1).

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

9. INSURANCE. Prior to allowing the animal(s) identified herein to reside in or around the Apartment, if the approved animal is a dog, you agree that you shall provide us proof that you have obtained personal liability insurance in a minimum policy coverage amount of \$100,000.00 per occurrence, per dog approved, from a carrier with an AM Best rating of a B+ or better, licensed to do business in Kentucky.

We shall be named as an additional insured on the policy. You must provide proof that we have been named as an additional insured before bringing the animal to the Apartment. Failure to obtain and maintain a liability policy as described above, in force and effect at all times during the Lease Agreement, as required by this Addendum shall constitute a breach of the Lease Agreement and Addendum and shall result in our exercising any or all of the following rights and remedies: 1) We may require that you promptly remove the animal from the Apartment with 14 days written notice and not return the animal to the Apartment; 2) We may elect to declare a default and terminate your tenancy; or 3) We may obtain liability insurance, solely in our name with the Community as the only named insured, at your expense and such premium (charged for the one year lump sum) shall become additional rent due and payable with the next installment of rent.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

11. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

12. TERMINATION OF ANIMAL ADDENDUM. We may at any time with reasonable notice (depending on the reason for notice but no more than thirty (30) days) terminate your right to keep the animal listed in this Addendum if we determine, in our sole discretion, that the animal(s) is not coexisting well in the Community or if you fail to follow our animal rules and policies. If we terminate the right to keep the animal(s) you agree to promptly remove the animal and not allow it to return to the Community or Apartment. We may, at our sole option, offer to terminate your lease with us at the same time as the animal must leave, but we do not have to do so.

13. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the Apartment.
- Dogs, cats, and assistance animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the apartments, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than assistance animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other apartments.
- Your animal must be fed and watered inside the Apartment. Don't leave animal food or water outside the Apartment at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the Apartment or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.

- Unless we have designated a particular area in your Apartment or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the Apartment in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

14. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

15. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the Apartment and apartment community within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

16. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the Apartment and apartment community if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

17. YOUR REMOVAL OF THE ANIMAL. As we may be responsible if your animal bites another person or animal, you agree the animal must be immediately and permanently removed if we see or receive any complaint that the animal is exhibiting any vicious tendency.

18. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the Apartment and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the Apartment for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animals rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

19. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the Apartment, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation, any judgment rendered against us, and attorney's fees resulting from any such damage.

20. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

21. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

22. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 14 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All resident's must sign)

Owner or Owner's Representative
(Signs below)

SAMPLE FORM
NOT A VALID FORM





ARBITRATION AGREEMENT

**1. DWELLING UNIT DESCRIPTION.**

Unit No. _____,

_____. (street address) in

(city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (*list all residents*):

3. ARBITRATION CLAUSE. We agree that any and all claims between us and/or arising from or relating to this Lease Contract shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. This includes all claims by or against You, other Residents, Owner, and Owner's Agents. However, at the election of any party, a court of competent jurisdiction may adjudicate small claims, any request for injunctive relief, and/or any claims for eviction or recovery of possession of the Apartment, but all other claims will be decided by arbitration under this Lease Contract.

A single Arbitrator shall preside over any arbitration under this Lease Contract and shall render a final, binding decision. You may choose the American Arbitration Association ("AAA"), JAMS, or other similar arbitration service provider acceptable to us to administer the arbitration. Consistent with the FAA, the Arbitrator shall determine the relevant AAA, JAMS, or other arbitration rules. For AAA and JAMS, these rules can be found at www.adr.org and www.jamsadr.com.

Unless otherwise agreed by the parties, the arbitration shall take place in the county where the relevant Apartment Community is located.

Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

4. CLASS ACTION WAIVER. The parties waive any right to bring representative claims on behalf of a class of individuals (the "Class Action Waiver"). This Class Action Waiver means that You waive your ability to participate either as a class representative or member of any class action claim(s) against Owner or Owner's Agents ("us"). While You are not waiving any right(s) to pursue claims against us related to Your tenancy, You hereby agree to file any claim(s) against us in Your individual capacity only, and You may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). Accordingly, **You expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us in any forum. Any claim that all or any part of the Class Action Waiver is unenforceable, unconscionable, void, or voidable shall be determined by the arbitration service chosen by the parties.**

YOU UNDERSTAND THAT, WITHOUT THIS ARBITRATION PROVISION AND ITS CLASS ACTION WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY.

This arbitration provision, and its Class Action Waiver, shall survive the termination or expiration of this Lease Contract.

5. SEVERABILITY. This arbitration provision may be severed or modified if necessary, to render it enforceable.

6. OPT-OUT REQUIREMENT. You may opt-out of this arbitration provision by providing written notice to the Owner within thirty days of signing this Agreement.

7. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident's Acknowledgment**Date of Signing**

Landlord (or Landlord Agent) Acknowledgment**Date of Signing**





ASBESTOS ADDENDUM



Date: _____
(when this Addendum is filled out)

1. APARTMENT DESCRIPTION.

Unit No. _____, _____
(street address) in
(city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ASBESTOS. In most apartments which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your Apartment, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

4. FEDERAL RECOMMENDATIONS. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

5. COMMUNITY POLICIES AND RULES. You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your Apartment unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident(s)
(All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum



Date: _____
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your Apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the Apartment or personal property in the Apartment. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the Apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the Apartment and building. We can select the method of treating the Apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the Apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the Apartment for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the Apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the Apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. While we are responsible for making reasonable provisions for the extermination of roaches, ants, wood destroying organisms, and other treatable insects such as bed bugs, we may not be responsible for paying for treatment for bed bugs in the Apartment under certain circumstances described below (Provision 10). In order to deter bed bugs from entering or spreading to the Apartment, you agree that all times during this Lease agreement that you shall:

- 1) Keep all mattresses, used or stored in the Apartment, wrapped or sealed in a mattress cover made of vinyl, plastic, or other impervious material that must remain sealed or completely closed at all times, there must be no tears or rips in the covering of the mattress; and
- 2) Not to place anything in the Apartment, especially used furniture, unless it thoroughly inspected by you, prior to placing it in the Apartment. Further, you must cooperate with us and our licensed pest control agents to treat and eliminate the presence of any bed bugs. You agree:
 - 1) To follow any pretreatment instructions provided by us or our pest control operator to prepare the Apartment for treatment;
 - 2) Have the Apartment prepared on the day of treatment, this may include putting away food and personal care items, movement of furniture and, if so instructed, vacating and staying out of the Apartment for a period of hours during that period of treatment described in the pretreatment instructions;
 - 3) Following all post-treatment directives and instructions including the disposal of property that cannot be treated, and regular vacuuming; and
 - 4) maintaining certain items in sealed containers as much as practically possible between treatments. You further agree that you will not treat for any live bed bug activity yourself with any chemical or treatment commonly available at hardware or home improvement stores. Only chemicals used by our licensed pest control operators may be used to treat for bed bugs. Additionally, you agree to report any sign of bed bugs, live or dead activity, to our office immediately.

8. TEMPORARY RELOCATION. Infestations from such pests, including bed bugs in the Apartment and/or adjoining apartment, may necessitate you vacating the Apartment either temporarily or permanently in order for us to eradicate the infestation. If you are relocated or the lease is terminated then we shall be released from all other obligations under this Lease Agreement. If we terminate your Lease Agreement and infestation is not caused or worsened by your actions or inactions and you vacate according to this Provision then you shall be released for the balance of your financial responsibilities under the Lease Agreement except for physical damages, beyond ordinary wear and tear, to the Apartment. If the infestation is caused by you, your family, your guests, or your invitees then we shall not be liable for the costs of such relocation and we do not have to offer you another apartment in the Community or another Apartment owned by our company. In the event of such relocation or termination of your lease, you may still be liable and we may still charge you for extermination charges as listed in Provision 10 below.

9. RESPONSIBILITIES. You agree to avoid creating any condition which would cause or promote the presence of bugs, including bed bugs. You will be required to pay for a portion or all of any treatment to eradicate bed bugs in the Apartment if any infestation from your Apartment spreads to other adjoining apartments above, below, or next to your Apartment and you have failed to follow Provision 8 (Cooperation) requirements above. Further, you will be responsible for all of the costs of treatment if we determine that: 1) Your actions or inactions contribute to or result in a bed bug infestation; 2) Your mattresses are not encased as required by this Addendum; 3) If you fail to report a bed bug condition immediately upon the time that you notice live or dead activity; 4) If you try to “self treat” the infestation as prohibited by Provision 8 of this Addendum; or 5) If you fail to prepare or fail to cooperate with the treatment described in the Cooperation Provision of this Addendum, including denying access for treatment on any scheduled date or otherwise hinder our treatment of the Apartment. Any invoice submitted to you for the cost of extermination of any bed bug infestation shall become Additional Rent due and payable with the next monthly Rent payment and, your refusal to pay any Additional Rent charged with the next monthly Rent payment may be considered as a partial Rent payment by you and may be refused by us.

You will be responsible for the costs of moving other residents in order to treat adjoining or neighboring apartments, to your Apartment and you may be responsible for the costs of our lost rental income and expenses incurred in relocating neighboring residents to perform pest control treatments or eradicate infestations in apartments adjacent to yours. If you fail to pay us any of the costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all the rights and remedies under the Lease Agreement and obtain immediate possession of the Apartment. If you move out after your right of occupancy has been properly terminated, you will be liable for all lost rent under the Lease Agreement.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner’s Representative
(Signs below)

Date of Signing Addendum

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your Apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



CLUBHOUSE/LICENSED SPACE AGREEMENT



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. THE FOLLOWING ARE THE ONLY PARTIES TO THIS AGREEMENT. RESIDENTS SHALL NOT BE PERMITTED TO ASSIGN THIS AGREEMENT TO ANY OTHER PERSON OR ENTITY:

Owner's name: _____

Residents (list all residents):

This document (the "Agreement") shall serve as an agreement between Resident and Owner. This is a revocable license agreement, and is not a lease. Owner has the right to terminate this license at any time, upon written notice to you.

3. PURPOSE OF AGREEMENT. By signing this Agreement, Resident agrees to the terms and conditions set forth herein related to the licensing of the Clubhouse/Licensed Space and other licensed space on the property related, directly or indirectly, to the Clubhouse, which is not included in your current lease, nor generally available to residents. The Clubhouse/Licensed Space shall solely be used for the following intended use, and for no other reason (including commercial use):

4. IDENTIFICATION OF CLUBHOUSE/LICENSED SPACE: The Clubhouse/Licensed Space is described as follows:

Maximum occupancy of the Clubhouse is _____ persons.

5. USAGE PERIOD: The Clubhouse/Licensed Space shall only be used by Resident during the following times: _____ to _____ on the following date: _____. Resident must clean and return the Clubhouse/Licensed Space within _____ hours following the end of the usage period.

6. FEES. Owner agrees to license to you the above identified Clubhouse/Licensed Space in the amount of \$ _____ (non-refundable). Resident agrees to a damage deposit of \$ _____. The damage deposit and license fee amount are due upon the signing of this Agreement. The damage deposit amount will be returned to Resident after the Clubhouse/Licensed Space is cleaned by Resident and returned to its pre-licensed condition. Any costs Owner incurs related

to returning the Clubhouse/Licensed Space to its original condition will be withheld and deducted from the damage deposit. Resident agrees and understands that Resident's liability is not limited to the monetary amount of the deposit, and Owner's retention of the deposit or any portion thereof does not constitute a limitation of Owner's remedies for excessive hours of use, cleaning expenses or property damage to the Clubhouse/Licensed Space. This deposit is not a security deposit nor related in any way to the Resident's lease at the property.

7. RULES AND REGULATIONS. Resident, as Licensee, agrees to the rules and regulations set forth below:

- Resident must be a current Resident in good standing on the date of the use of the Clubhouse/Licensed Space.
Resident agrees to end use of the Clubhouse/Licensed Space promptly at the agreed upon time.
Resident must be continuously present for the duration of the licensed time.
Resident agrees to use the Clubhouse/Licensed Space for its intended use and not for any other use.
Resident agrees to only use the area of the Clubhouse/Licensed Space as identified in this Agreement and not any adjoining area.
If permitted, Resident agrees to abide by all laws and regulations related to the distribution, sale, and/or consumption of alcohol on the property:
Resident is permitted to serve alcohol.
Resident is not permitted to serve alcohol.
If required, Resident agrees to secure event insurance, and abide by all coverage terms and conditions:
Resident is required to have event insurance.
Resident is not required to have event insurance.
Resident agrees to abide by the following additional requirements:
Resident and guest(s), invitee(s) or other persons using the Clubhouse/Licensed Space shall not behave in a loud or obnoxious manner, disturb or threaten the rights, comfort, health, safety, or convenience of Residents and others, disturb Owner's business operations, breach the peace in any manner or participate in indecent activity as defined by Community Standards. Resident understands that Resident is fully responsible for the actions of your guest(s), invitees and other persons during your use and possession of the Clubhouse/Licensed Space, including the entering and exiting of the property.
Resident shall direct its guests/attendees to park only in the designated areas. All guests and attendees are required to comply with Community Rules and Regulations.
Resident agrees not to exceed the occupancy limits for the Clubhouse/Licensed Space.
Owner or its agents can immediately terminate Resident's use of the Clubhouse/Licensed Space if there is any violation of this Agreement.

8. DAMAGE TO PROPERTY. Resident agrees to immediately report any and all damage done to the Clubhouse/Licensed Space, and its contents, to the Owner. Resident is responsible for any and all damages to Clubhouse/Licensed Space caused by Resident, and/or guest(s). Resident is liable for the costs of any repairs needed as a result of damage caused by Resident and/or guest(s). Resident shall indemnify owner against all claims of liability for personal injury or property damage that arise as a result of Resident's license of the Clubhouse/Licensed Space on the property, with the exception of any claims that may be the result of Owner's own negligent or intentional acts.

9. RELEASE FROM LIABILITY. To the greatest extent allowed by law, (a) Resident agrees to waive, defend, hold harmless and indemnify Owner and Owner's agents from and against any claim(s), liabilities, or actions of any nature you may ever have against Owner related to the use of the Clubhouse/Licensed Space under the Agreement, including attorney fees and costs, including those attorney fees and costs incurred upon any appeal; (b) Resident agrees to assume all risks associated with the use and enjoyment of the Clubhouse/Licensed Space; (c) Owner assumes no responsibility for any damage to or loss of property by the Resident and/or guest(s), or person(s) who trespass on the Clubhouse/Licensed Space during the Resident's use of the Clubhouse/Licensed Space.

10. NO RESIDENTIAL TENANCY. This Agreement shall not be deemed in any manner so as to create any residential landlord/tenant relationship by and between the parties hereto and shall be deemed separate and independent from the parties' residential lease contract. This Agreement shall not constitute an amendment to the parties preexisting residential lease contract.

11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Agreement

NOT A VALID FORM



The Kentucky Commission on Human Rights is the state government agency created to ensure equality for all. Our primary purpose is to protect you from discrimination by enforcing and promoting the Kentucky Civil Rights Act and federal civil rights laws.

About Us

We are proud of our achievements in human rights, which stretch over the last half century. With headquarters in Louisville and the Northern Kentucky office in Covington, the Kentucky Commission on Human Rights has opened doors of opportunity for thousands of people.

Kentucky has the oldest state human rights commission south of the Mason-Dixon Line. The Kentucky General Assembly created the Kentucky Commission on Human Rights in 1960. The job of the agency was to encourage fair treatment, foster mutual understanding and respect, and discourage discrimination against any racial or ethnic group or its members.

In 1966, our role expanded with passage of the Kentucky Civil Rights Act (Kentucky Revised Statute Chapter 344). This law made discrimination illegal, and it gave the Kentucky Commission on Human Rights the statutory authority to enforce civil rights laws for the Commonwealth. The law also made Kentucky the first state in the south to prohibit discrimination.

Our Board of Commissioners rules on discrimination complaints with the authority of a court of law.

The commission receives, initiates, investigates, conciliates and rules upon complaints alleging violations of the Kentucky Civil Rights Act. The Kentucky Commission on Human Rights also has authority from the US Department of Housing and Urban Development and the US Equal Employment Opportunity Commission to enforce federal civil rights laws.

The commission is mandated to educate the public about the laws against discrimination and the benefits of equality. We conduct a comprehensive program of education, training, research, outreach and partnership to vigorously carry out this task.

The Kentucky Civil Rights Act

The following are protected classes under

the law: Age, Color, Disability, Familial Status, National Origin, Race, Religion, Sex and Tobacco-Smoking Status.

Every person is protected in from discrimination in the following areas: Housing, Employment, Public Accommodations and Financial Transactions.

What is discrimination?

Discrimination is defined in the Kentucky Civil Rights Act as any direct or indirect act or practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, or any other act or practice of differentiation or preference in the treatment of a person or persons, or the aiding, abetting, inciting, coercing or compelling thereof made unlawful under this law.

Protections Under the Law

Housing

It is against the law to discriminate against any person who seeks to rent or own housing. You have the right to fair housing regardless of your color, disability, familial status (whether you live with children under 18 years of age), national origin, race, religion or sex.

What Kentucky Fair Housing Law Means

Federal and Kentucky fair housing laws provide equal opportunity to all people when buying, selling, renting, financing or insuring housing. You have the right to buy or rent where you choose a home, condominium, apartment, trailer or lot. Everyone must obey the law, including property owners, property managers, real estate brokers, sales agents, operators, builders and developers, advertisers and advertising media, mortgage lenders, insurers, and banks or other financial institutions. For details, ask for the Kentucky Commission on Human Rights Fair Housing Brochure or visit the website at www.kchr.ky.gov. Also, visit the national Housing and Urban Development Fair Housing website at www.hud.gov/offices/fheo.

Employment

It is unlawful to discriminate against any person in the area of employment. This is true regardless of the person's age (40 and over), color, disability, national origin, race, religion, sex or tobacco-smoking status. It is unlawful to discriminate against any individual in regard to recruiting, hiring and promotion, transfer, work assignments, performance measurements, the work environment,

job training, discipline and discharge, wages and benefits, or any other term, condition, or privilege of employment. The law prohibits not only intentional discrimination, but also neutral job policies that disproportionately affect persons of a certain protected class and that are not related to the job and the needs of the business. The law applies to employers of eight or more people (15 in a disability claim), in businesses, employment agencies, labor organizations, licensing agencies, federal agencies, and the Commonwealth of Kentucky and its political subdivisions, including public schools. For details, ask for the Kentucky Commission on Human Rights Employment Brochure or visit the website at www.kchr.ky.gov. Also, visit the national Equal Employment Opportunity Commission website at www.eeoc.gov.

Public Accommodations

It is illegal for a place of public accommodation, resort or amusement to refuse or deny the full and equal enjoyment of goods, facilities and accommodations to any person because of his or her color, disability, national origin, race or religion. A place of public accommodation includes any place, store, or other establishment, either licensed or unlicensed, which supplies goods or services to the general public or which solicits or accepts the patronage or trade of the general public or which is directly or indirectly supported by government funds. Stores, restaurants, businesses, theatres, hotels, and medical offices are just a few examples. In addition, restaurants, hotels, motels, and facilities directly or indirectly supported by government funds are prohibited from denying goods and services on the basis of sex.

Financial Transactions

The denial of credit or financing by a financial institution or person offering credit is illegal when it is based on color, disability, national origin, race, religion or sex. It is illegal to discriminate for these reasons in the interest rate or monthly payment of a loan, in its terms and payment schedule, points, fees, or penalties, or in the offer of credit insurance on the loan.

(over)

Contact Us

Call us if you need help or would like more information. Or, contact us by mailing the information request card below to the Kentucky Commission on Human Rights, 332 W. Broadway, Suite 700, Louisville, Kentucky 40202. Remember to visit our website at www.kchr.ky.gov.

- I may have experienced discrimination. Contact me about filing a complaint.
- Add me to your newsletter email list.
- Add me to invitation lists for your panel discussions, Kentucky Civil Rights Hall of Fame and other special events.
- Other _____

Name _____
 Address _____

 Phone _____
 Email _____

(Continued from front)

Retaliation

It is illegal to retaliate or discriminate in any manner against a person who has opposed a practice declared unlawful by the Kentucky Civil Rights Act or because he or she has filed a complaint or assisted in any manner in an investigation or proceeding under the Kentucky Civil Rights Act.

How to File a Complaint

You may contact the Kentucky Commission on Human Rights to make a charge of discrimination by phone, in person, or by fax or email. Remember, to make a housing discrimination complaint, you must contact us within one year of the alleged discrimination. For an employment or public accommodation discrimination complaint, you must contact us within 180 days of the alleged discrimination.

After you contact us, our representative will interview you to get details about what occurred. Once it is determined that the Kentucky Commission on Human Rights has jurisdiction to handle the complaint and that your concern meets the requirements for a complaint, your case will be assigned to an enforcement officer.

The enforcement officer will thoroughly and impartially investigate the circumstances of the complaint. The enforcement officer will also work with you and the respondent to reach a satisfactory resolution by conciliating the case, if possible. A conciliation is similar to a settlement. Otherwise, after an investigation is complete, and if a probable cause finding is made, the case will move into the litigation phase and will be handled by a commission attorney. The Board of Commissioners will determine a final outcome and issue a ruling. The commission acts with the authority of a court of law.

Another alternative is to participate in our mediation program. Mediation is an informal, voluntary process, which provides a forum for discussion about the complaint between you, the other parties involved and a neutral mediator, with the aim of quickly resolving the complaint.

Education and Training is Available

We offer a variety of educational programs for the public. Visit our website or fill out and return the attached information request card for details. We provide civil rights compliance training to owners and employees of public accommodations, local government officials and police officers, training in fair housing to realtors, property owners and managers, equal opportunity compliance training for employers, managers and employees, and sexual harassment training for employees. We provide organization assistance, training, partnership and support for the several local human rights commissions throughout Kentucky that work to promote equality and diversity. If you would like to help organize a human rights commission in your area, contact us.

Kentucky Commission on Human Rights

332 W. Broadway, Suite 700
 Louisville, Kentucky 40202

(502)595-4024 1(800)292-5566

TDD: (502)595-4084

Email: kchr.mail@ky.gov

www.kchr.ky.gov

Kentucky Commission on Human Rights
 About the Commission Brochure 2/09

The work that provided the basis for this publication was supported by funding under a grant with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statement and interpretations contained in this publication. Such interpretation does not necessarily reflect the views of the Federal Government.





COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: _____

Resident(s): _____

Unit No./Address: _____

Lease Date: _____

I. GENERAL CONDITIONS FOR USE OF APARTMENT AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the apartment community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason.

You expressly agree to assume all risks of every type, including but not limited to risks of personal injury or death, related to residents use of amenities at the Community. Additionally, You agree to assume all risks of every type, including loss or damage to personal property owned by Residents, their family, guests and invitees related to the use of any of the amenities at the Community.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH.

- II. POOL. This Community [] DOES; [] DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:
• Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
• All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
• For their safety, Residents should not swim alone.
• Pool hours are posted at the pool.
• No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
• Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
• No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
• Resident(s) must accompany their guests.
• Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. FITNESS CENTER. This Community [] DOES; [] DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:
• Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
• The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
• Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
• Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
• Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
• Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
• Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
• Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.
• Any card lost, damaged, stolen, or not returned shall incur a charge of \$ _____ which, if You are still living in the Apartment, shall be paid before the card is repaired or replaced and, if You have moved out shall be charged against the security deposit or shall be a charge against You if the security deposit funds are not sufficient to cover the costs of replacement.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community **DOES;** **DOES NOT** accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

By Your signature on this Lease Agreement, You hereby give Us authorization to accept delivery and sign on Your behalf for any packages, letters or other parcels addressed to You. You expressly release Us from any and all liability of any kind whatsoever relating to the above authorization and You agree that We shall have no liability or obligation with respect to any delivery which We receive on Your behalf. This Provision and the receipt of packages and deliveries as a result thereof shall not be deemed to be an actual, constructive, or involuntary bailment and We shall not be deemed to have accepted, received or held any time "in trust" for You. You expressly assume all risks associated with the authorization granted to Us herein and acknowledge and agree that We shall not be liable for any failure to inform You when or if a package or delivery has been made or received by Us. We have the express right to (a) not accept a package or delivery on Your behalf at any time and for any reason in Our sole and absolute discretion; and (b) to return any package or delivery to sender in Our sole and absolute discretion. We shall not be liable for giving Your packages or other deliveries to an individual other than You, and You expressly release Us from any liability in this regard. Additionally, You release Us from all liability or responsibility for lost or damaged packages or deliveries in Our possession.

V. BUSINESS CENTER. This Community **DOES;** **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. You agree you will not use our Business Center computers to send, receive, or load any computer viruses, booby traps, time bombs, other programming designed to interfere with any other user of the Business Center's computers or any other end user's equipment, programs, or data.

You are allowed to use the Business Center for up to _____ hours at a time, for a maximum of _____ hours per day. Residents will limit time on computers to _____ minutes if others are waiting to use them.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only _____ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a _____ hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management. If so parked, wheels must be chocked, all stands must be in blocks to avoid damage to asphalt.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of _____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No storage of propane gas in the apartment or storage rooms.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes, including those imposed on the apartment community or Owner for actions or failure to act by Resident(s).

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' Apartment several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Apartment, and give Resident instructions for the preparation of the Apartment and safe contact with insecticides. Residents will be responsible to prepare the Apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner may prepare Residents' Apartment and charge Residents accordingly or declare Resident(s) to be in default. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the Apartment.

- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off Apartment, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner’s cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

Resident may have executed a separate Bed Bug/Extermination Addendum which may provide additional or different requirements for bed bug treatment. In such case, the terms of the Bed Bug/Extermination Addendum shall control in the event of a conflict between this Addendum and the Bed Bug/Extermination Addendum.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

- IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. SIGNS.** Resident shall not display any signs, exterior lights or markings on Apartment. No awnings or other projections shall be attached to the outside of the building of which Apartment is a part. No signs, flags, or other items may be displayed in any window, porch or building deck.
- XI. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XII. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

I have read, understand and agree to comply with the preceding provisions.

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Owner Representative

Date

NOT A VALID FORM



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
 _____ (street address) in
 _____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY. Resident acknowledges that the property, including its common areas and apartments, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.

5. USE OF AMENITIES AND SERVICES. Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.

6. NOISE AND OTHER DISTURBANCES. Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. RELEASE OF LIABILITY. To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident's inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description: _____

Anticipated Start Date: _____

Anticipated End Date: _____

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. DELAY OF OCCUPANCY. Resident acknowledges that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the apartment not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the apartment ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the apartment, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

9. DISPLACEMENT. In the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect.

10. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum

SAMPLE FORM
NOT A VALID FORM





COVID-19 EVICTION NOTICE
CONSUMER FINANCIAL PROTECTION BUREAU
DISCLOSURE OF CONSUMER RIGHTS



1. DWELLING UNIT DESCRIPTION. Unit No. _____, _____
(street address) in _____ (city),
Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: _____
Owner's name: _____
Residents (list all residents):

3. DATE THIS DISCLOSURE WAS PROVIDED TO THE ABOVE-NAMED RESIDENT(S): _____

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.
Learn the steps you should take now:
• visit www.cfpb.gov/eviction;
• or call a housing counselor at 800-569-4287.

Owner or Owner's Representative
(signs below)

NOT A VALID FORM





CRIME/DRUG FREE HOUSING ADDENDUM



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Apartment" shall include the Apartment, all common areas, all other apartments on the property or any common areas or other apartment on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the Apartment. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

- 1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Apartment to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Kentucky and/or the Federal Controlled Substances Act.
4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of

Resident or Residents (sign here)

Owner or Owner's Representative (signs here)

marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)

- 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Date of Signing Addendum

Date of Signing Addendum





LEASE CONTRACT ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

Multiple blank lines for listing residents.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract.

3. GARAGE, CARPORT, OR STORAGE UNIT. You are entitled to exclusive possession of: (check as applicable)

- checkbox garage or carport attached to the Apartment;
checkbox garage space number(s) _____;
checkbox carport space number(s) _____; and/or
checkbox storage unit number(s) _____.

The monthly rent in the Rent and Charges paragraph of the Lease Contract is included as provided below, for Additional Rent for the items checked in #3 above.

4. SECURITY DEPOSIT. An additional security deposit of \$ _____ will be charged for the checked areas above.

We (check one) checkbox will consider or checkbox will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) checkbox does or checkbox does not include this additional deposit amount.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent will be increased by \$ _____, also referred to as Additional Rent.

The monthly rent in the Rent and Charges paragraph of the Lease Contract covers both the Apartment and the checked area(s) above. All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

6. USE RESTRICTIONS. You shall not use the Garage/Carport or Storage Unit for storage of any gasoline or other fuel, oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the Vehicle or items stored in the Garage/Carport or Storage Unit.

7. NO DANGEROUS ITEMS. Our employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to use our pass key, remove Your lock, or use other means to electrically enter the Garage/Carport or Storage Unit, without notice to Resident, to take such action as may be necessary to preserve Our Community in the event of any Emergency, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Our rights.

8. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS. No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

9. GARAGE DOOR OPENER. If an enclosed garage is furnished, you checkbox will checkbox will not be provided with a checkbox garage door opener and/or checkbox garage key.

10. SECURITY. Always remember to lock any door of a garage or storage unit and any door between a garage and the Apartment. When leaving, be sure to lock all keyed deadbolt locks.

11. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY. You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

12. COMPLIANCE. As allowed by law, we may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

13. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS. Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed.

14. MOVE-OUT AND REMEDIES. Any items remaining after you have vacated the Apartment will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered Apartment. All remedies in the Lease Contract apply to areas covered by this addendum.

15. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

NOT A VALID FORM





FEDERALLY REQUIRED RENOVATION NOTICE OF LEAD HAZARD INFORMATION



Regarding Renovation, Maintenance or Repair That May Create Paint Dust in a Dwelling Unit or Common Area

Federal law requires that prior to conducting renovations or repairs a lead hazard notice must be given to residents of a pre-1978 dwelling if more than 6 square feet of surface of the interior dwelling or 20 square feet of the exterior of the dwelling or common area will be disturbed by sanding, scraping or other activity that may create paint dust (except in emergency situations). The notice must be given by the "renovator" (i.e., whoever does the work). We (as the renovator) are planning to perform such work and are notifying you (as resident) that:

- The work will begin no later than 60 days from the date our representative delivered or mailed this notice.
- The lead hazard information which we are required to furnish to you is contained in an Environmental Protection Agency (EPA) pamphlet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."
- The general description of the work is: _____

- The location of the work on or in your dwelling is: _____

- The location of the work in common areas is: _____

- The date the work is expected to start is: _____
Expected ending date: _____
- We will timely notify you if the work needs to continue beyond the expected ending date.
- If the work is in a dwelling unit, we must provide you with a copy of either the EPA or NAA lead hazard information with this notice.
- If the work is in common areas only, you can obtain a free copy of the EPA pamphlet (*check as applicable*):
 from the onsite management office; wherever you pay the rent or other _____
- Address of dwelling unit: _____

- Address of common area (if applicable): _____
- Name of renovator who will actually be doing the work (i.e., name of either owner, management company or contractor): _____

ACKNOWLEDGMENT BY RESIDENT OR ADULT OCCUPANT

(This acknowledgment is to be used when renovation is inside a dwelling and the resident or adult occupant is willing to acknowledge personal delivery of the notice and lead hazard information.)

Names of all residents in the dwelling unit described above: _____

On behalf of residents listed above, I have received on this date a copy of this notice and any lead hazard information required about the potential risk of disturbing lead-based paint during renovation, maintenance or repair work.

Printed name of resident or adult occupant	Signature of resident or adult occupant	Date signed
--	---	-------------

CERTIFICATION BY RENOVATOR'S REPRESENTATIVE *(Check applicable box below)*

- | | |
|---|--|
| <input type="checkbox"/> Personal delivery. I certify that no earlier than 60 days before the work is expected to start, I delivered a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident or adult occupant of the dwelling unit who signed above. | <input type="checkbox"/> Delivery by mail if work is inside dwelling. I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice and the EPA pamphlet "Renovate Right" to the resident at the address of the dwelling unit noted above by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service. |
| <input type="checkbox"/> Resident or adult occupant unavailable. I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to deliver a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident's unit, and no resident or adult occupant was available to sign the acknowledgment. I left a copy of this notice and the pamphlet inside the unit or slipped them under the door. | <input type="checkbox"/> Delivery by mail if work is in common area only. I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice to each affected unit in the multifamily housing property (5 or more units) named above, by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service. The EPA pamphlet "Renovate Right:" <input type="checkbox"/> will be available at no cost as per item 9 above, or <input type="checkbox"/> was included in the mailing to all affected units. |
| <input type="checkbox"/> Resident or adult occupant refused. I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to personally deliver a copy of this notice and the EPA pamphlet "Renovate Right," and a resident or adult occupant in the dwelling refused to sign the acknowledgment. I left a copy of this notice and the pamphlet with a resident or adult occupant of the dwelling or slipped them under the door. | |

Printed name of renovator's representative	Signature of renovator's representative	Date representative signed
--	---	----------------------------

Date representative delivered or mailed notice	Optional: <input type="checkbox"/> telephone or <input type="checkbox"/> fax numbers for more information
--	---



GUARANTOR PRE-LEASING APPLICATION

This form is not a binding guarantor agreement, but rather is an application to provide pertinent guarantor information and to allow the rental property owner to proceed with credit/background screening. If you and the resident(s) are approved, you will be asked to execute a Lease Contract Guaranty.



Lease Contract Information

ABOUT LEASE: Resident names (list all residents responsible for the Lease Contract):

Street address of Apartment being leased: _____

City/State/Zip of above Apartment: _____

Guarantor Information Use for one guarantor only (can include spouse of guarantor)

ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card) _____

Current address where you live: _____

Phone: _____

Alternate or cell phone: _____

Email address: _____

(Please check one) Do you own or rent your home?

If renting, name of apartments: _____

Manager's name: _____

Phone: _____

Your Social Security #: _____

Driver's license # and state: _____

OR govt. photo ID card #: _____

Birthdate: _____ Sex: _____

Marital Status: single married divorced widowed separated

Total number of dependents under the age of 18 or in college: _____

What relationship are you to the resident(s)? parent sibling

employer other _____

Are you or your spouse a guarantor for any other lease? Yes No

If so, how many? _____

YOUR WORK: Present employer: _____

Employer's address: _____

Work phone: _____

Alternate phone: _____

Email address: _____

How long? _____

Position: _____

Your gross monthly income is over: \$ _____

Supervisor's name: _____

Phone: _____

YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID card) _____

Driver's license # and state: _____

OR govt. photo ID card #: _____

Social Security #: _____

Birthdate: _____

Alternate or cell phone: _____

Email address: _____

Present employer: _____

How long? _____

Position: _____

Work phone: _____

Monthly gross income is over: \$ _____

YOUR CREDIT/RENTAL HISTORY:

Your bank's name: _____

City/State: _____

List major credit cards: _____

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: been asked to move out? broken a rental agreement? declared bankruptcy? or been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever: been sued for property damage? been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain:

You represent that all information submitted by you is true and complete. You authorize verification of the above information via consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you. A facsimile or electronic signature on this Guaranty Application will be binding as an original signature.

We recommend that you obtain a copy of the Lease Contract and Lease Contract Guaranty, and read them. We will furnish you a copy of the Lease Contract and Lease Contract Guaranty upon written request.

Date of Signing Guarantor Application _____

Signature of Guarantor _____

Signature of Guarantor's Spouse (if applicable) _____

FOR OFFICE USE ONLY

Guarantor(s) information verified by: phone or face-to-face meeting.

Third-party verification: Requested on _____ (date)

Approved: Yes No

If not, letter of disclosure sent on _____ (date)

Processed by _____

After signing, please return the signed original of this Guarantor Preleasing Application to: _____

at (street address or P.O. Box) _____

or (optional) fax it to us at _____

or (optional) email it to us at _____

Our telephone number _____





LEASE ADDENDUM FOR INTRUSION ALARM



1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **INTRUSION ALARM.** Your Apartment is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) required or optional. You are responsible for all false alarm charges for your Apartment.

4. **PERMIT FROM CITY.** You (check one) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is _____, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

5. **FOLLOW INSTRUCTIONS.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions are attached or will be provided to you when you move in.

6. **ALARM COMPANY.** You (check one) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) may choose your own alarm company or are required to use _____ as your alarm company. The alarm system is repaired and maintained by _____.

7. **ENTRY BY OWNER.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your Lease Contract. You must reimburse us for any expenses we incur in entering your Apartment, when those expenses are due to your failure to provide the foregoing information.

8. **REPAIRS OR MALFUNCTIONS.** If the intrusion alarm malfunctions, you agree to (check one) contact your intrusion alarm company immediately for repair or contact us immediately for repair. The cost of repair will be paid by (check one) you or us.

9. **NO WARRANTY.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time.

10. **LIABILITY.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm unless caused by our negligence or misconduct. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

11. **EMERGENCIES.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely deactivated.

12. **ENTIRE AGREEMENT.** We've made no promises or representations regarding the alarm system except those in this addendum.

13. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract





MOVE-IN AND MOVE-OUT INVENTORY AND CONDITION FORM



APARTMENT DESCRIPTION. Unit No. _____, _____ (street address) in _____ (city), Kentucky, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____ Owner's name: _____

Residents (list all residents):

We have indicated prior to giving you this form, any damage of which we are aware at move-in and for which you will not be charged for at move-out, if the damage is not made worse. If you disagree with any of our assessments at move-in, please note this, along with any damages you find, not listed already, during your move-in inspection. You must note on this 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. Please mark through items listed below if they don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out.

Resident's Name: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Condition at Move-In	Condition at Move-Out	Est. Repair Cost (if known)	Resident Disputes
Living Room	Living Room		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Closets, Rods, Shelves _____	Closets, Rods, Shelves _____	\$ _____	<input type="checkbox"/>
Closet Lights, Fixtures _____	Closet Lights, Fixtures _____	\$ _____	<input type="checkbox"/>
Lamps, Bulbs _____	Lamps, Bulbs _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
General Items	General Items		
Thermostat _____	Thermostat _____	\$ _____	<input type="checkbox"/>
Cable TV or Master Antenna _____	Cable TV or Master Antenna _____	\$ _____	<input type="checkbox"/>
A/C Filter _____	A/C Filter _____	\$ _____	<input type="checkbox"/>
Washer/Dryer _____	Washer/Dryer _____	\$ _____	<input type="checkbox"/>
Garage Door _____	Garage Door _____	\$ _____	<input type="checkbox"/>
Ceiling Fans _____	Ceiling Fans _____	\$ _____	<input type="checkbox"/>
Exterior Doors, Screens/Screen Doors, Doorbell _____	Exterior Doors, Screens/Screen Doors, Doorbell _____	\$ _____	<input type="checkbox"/>
Fireplace _____	Fireplace _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Dining Room	Dining Room		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Closets, Rods, Shelves _____	Closets, Rods, Shelves _____	\$ _____	<input type="checkbox"/>
Closet Lights, Fixtures _____	Closet Lights, Fixtures _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Kitchen	Kitchen		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Cabinets, Drawers, Handles _____	Cabinets, Drawers, Handles _____	\$ _____	<input type="checkbox"/>

NOT A VALID FORM

Condition at Move-In	Condition at Move-Out	Est. Repair Cost (if known)	Resident Disputes
Kitchen (continued)	Kitchen (continued)		
Countertops _____	Countertops _____	\$ _____	<input type="checkbox"/>
Stove/Oven, Trays, Pans, Shelves _____	Stove/Oven, Trays, Pans, Shelves _____	\$ _____	<input type="checkbox"/>
Vent Hood _____	Vent Hood _____	\$ _____	<input type="checkbox"/>
Refrigerator, Trays, Shelves _____	Refrigerator, Trays, Shelves _____	\$ _____	<input type="checkbox"/>
Refrigerator Light, Crisper _____	Refrigerator Light, Crisper _____	\$ _____	<input type="checkbox"/>
Dishwasher, Dispensers, Racks _____	Dishwasher, Dispensers, Racks _____	\$ _____	<input type="checkbox"/>
Sink/Disposal _____	Sink/Disposal _____	\$ _____	<input type="checkbox"/>
Microwave _____	Microwave _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Halls	Halls		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____		
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Closets, Rods, Shelves _____	Closets, Rods, Shelves _____	\$ _____	<input type="checkbox"/>
Closet Lights, Fixtures _____	Closet Lights, Fixtures _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Bedroom (describe which one)	Bedroom (describe which one)		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Closets, Rods, Shelves _____	Closets, Rods, Shelves _____	\$ _____	<input type="checkbox"/>
Closet Lights, Fixtures _____	Closet Lights, Fixtures _____	\$ _____	<input type="checkbox"/>
Lamps, Bulbs _____	Lamps, Bulbs _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Bedroom (describe which one)	Bedroom (describe which one)		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Closets, Rods, Shelves _____	Closets, Rods, Shelves _____	\$ _____	<input type="checkbox"/>
Closet Lights, Fixtures _____	Closet Lights, Fixtures _____	\$ _____	<input type="checkbox"/>
Lamps, Bulbs _____	Lamps, Bulbs _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Bedroom (describe which one)	Bedroom (describe which one)		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Closets, Rods, Shelves _____	Closets, Rods, Shelves _____	\$ _____	<input type="checkbox"/>
Closet Lights, Fixtures _____	Closet Lights, Fixtures _____	\$ _____	<input type="checkbox"/>
Lamps, Bulbs _____	Lamps, Bulbs _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Bedroom (describe which one)	Bedroom (describe which one)		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Closets, Rods, Shelves _____	Closets, Rods, Shelves _____	\$ _____	<input type="checkbox"/>
Closet Lights, Fixtures _____	Closet Lights, Fixtures _____	\$ _____	<input type="checkbox"/>
Lamps, Bulbs _____	Lamps, Bulbs _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Bath (describe which one)	Bath (describe which one)		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Exhaust Fan/Heater _____	Exhaust Fan/Heater _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Sinks, Faucet, Handles, Stopper _____	Sinks, Faucet, Handles, Stopper _____	\$ _____	<input type="checkbox"/>
Countertops _____	Countertops _____	\$ _____	<input type="checkbox"/>
Mirror _____	Mirror _____	\$ _____	<input type="checkbox"/>
Cabinets, Drawers, Handles _____	Cabinets, Drawers, Handles _____	\$ _____	<input type="checkbox"/>
Toilet, Paper Holder _____	Toilet, Paper Holder _____	\$ _____	<input type="checkbox"/>
Bathtub, Enclosure, Stopper _____	Bathtub, Enclosure, Stopper _____	\$ _____	<input type="checkbox"/>
Shower, Door, Rods _____	Shower, Door, Rods _____	\$ _____	<input type="checkbox"/>
Tile _____	Tile _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>

NOT A VALID FORM

Condition at Move-In	Condition at Move-Out	Est. Repair Cost (if known)	Resident Disputes
Bath (describe which one) _____	Bath (describe which one) _____		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Exhaust Fan/Heater _____	Exhaust Fan/Heater _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Sinks, Faucet, Handles, Stopper _____	Sinks, Faucet, Handles, Stopper _____	\$ _____	<input type="checkbox"/>
Countertops _____	Countertops _____	\$ _____	<input type="checkbox"/>
Mirror _____	Mirror _____	\$ _____	<input type="checkbox"/>
Cabinets, Drawers, Handles _____	Cabinets, Drawers, Handles _____	\$ _____	<input type="checkbox"/>
Toilet, Paper Holder _____	Toilet, Paper Holder _____	\$ _____	<input type="checkbox"/>
Bathtub, Enclosure, Stopper _____	Bathtub, Enclosure, Stopper _____	\$ _____	<input type="checkbox"/>
Shower, Door, Rods _____	Shower, Door, Rods _____	\$ _____	<input type="checkbox"/>
Tile _____	Tile _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Half Bath	Half Bath		
Walls _____	Walls _____	\$ _____	<input type="checkbox"/>
Wallpaper _____	Wallpaper _____	\$ _____	<input type="checkbox"/>
Plugs, Switches, A/C Vents _____	Plugs, Switches, A/C Vents _____	\$ _____	<input type="checkbox"/>
Woodwork/Baseboards _____	Woodwork/Baseboards _____	\$ _____	<input type="checkbox"/>
Ceiling _____	Ceiling _____	\$ _____	<input type="checkbox"/>
Light Fixtures, Bulbs _____	Light Fixtures, Bulbs _____	\$ _____	<input type="checkbox"/>
Exhaust Fan/Heater _____	Exhaust Fan/Heater _____	\$ _____	<input type="checkbox"/>
Floor/Carpet _____	Floor/Carpet _____	\$ _____	<input type="checkbox"/>
Doors, Stops, Locks _____	Doors, Stops, Locks _____	\$ _____	<input type="checkbox"/>
Windows, Latches, Screens _____	Windows, Latches, Screens _____	\$ _____	<input type="checkbox"/>
Window Covering _____	Window Covering _____	\$ _____	<input type="checkbox"/>
Sinks, Faucet, Handles, Stopper _____	Sinks, Faucet, Handles, Stopper _____	\$ _____	<input type="checkbox"/>
Countertops _____	Countertops _____	\$ _____	<input type="checkbox"/>
Mirror _____	Mirror _____	\$ _____	<input type="checkbox"/>
Cabinets, Drawers, Handles _____	Cabinets, Drawers, Handles _____	\$ _____	<input type="checkbox"/>
Toilet, Paper Holder _____	Toilet, Paper Holder _____	\$ _____	<input type="checkbox"/>
Tile _____	Tile _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Safety-Related Items (Put "N/A" if not applicable)	Safety-Related Items (Put "N/A" if not applicable)		
Door Knob Locks _____	Door Knob Locks _____	\$ _____	<input type="checkbox"/>
Keyless Deadbolt Locks _____	Keyless Deadbolt Locks _____	\$ _____	<input type="checkbox"/>
Keyless Deadbolts _____	Keyless Deadbolts _____	\$ _____	<input type="checkbox"/>
Sliding Door Pin Locks _____	Sliding Door Pin Locks _____	\$ _____	<input type="checkbox"/>
Sliding Door Latches _____	Sliding Door Latches _____	\$ _____	<input type="checkbox"/>
Sliding Door Security Bars _____	Sliding Door Security Bars _____	\$ _____	<input type="checkbox"/>
Doorviewers _____	Doorviewers _____	\$ _____	<input type="checkbox"/>
Window Latches _____	Window Latches _____	\$ _____	<input type="checkbox"/>
Porch and Patio Lights _____	Porch and Patio Lights _____	\$ _____	<input type="checkbox"/>
Smoke Detectors _____	Smoke Detectors _____	\$ _____	<input type="checkbox"/>
Alarm System _____	Alarm System _____	\$ _____	<input type="checkbox"/>
Fire Extinguisher (look at charge level BUT DON'T TEST!) _____	Fire Extinguisher (look at charge level BUT DON'T TEST!) _____	\$ _____	<input type="checkbox"/>
Garage Door Opener _____	Garage Door Opener _____	\$ _____	<input type="checkbox"/>
Gate Access Card(s) _____	Gate Access Card(s) _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Exterior (if applicable)	Exterior (if applicable)		
Patio/Yard _____	Patio/Yard _____	\$ _____	<input type="checkbox"/>
Fences/Gates/Gate Latches or Locks _____	Fences/Gates/Gate Latches or Locks _____	\$ _____	<input type="checkbox"/>
Faucets _____	Faucets _____	\$ _____	<input type="checkbox"/>
Balconies _____	Balconies _____	\$ _____	<input type="checkbox"/>
Other _____	Other _____	\$ _____	<input type="checkbox"/>
Date of Move-In: _____	Date of Move-Out: _____		
Acknowledgment at Move-In. You acknowledge that you have inspected and tested all of the safety-related items (if in the Apartment) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verifying that they are working. You acknowledge that you and management have inspected the Apartment unit and that no signs of bedbugs or other pests are present. This unit is in a decent, safe and sanitary condition.	Acknowledgment at Move-Out. You acknowledge that you have been given the opportunity to inspect any/all damages and proposed charges for the damages to the Apartment after you have vacated and, unless otherwise indicated, you accept the move-out condition list to be an accurate reflection of the repairs, above and beyond ordinary wear and tear, we must make to the Apartment before re-rental. You understand all costs on this condition form are appropriate.		
In signing below, you accept this inspection and condition report as part of the Lease Contract and agree that it accurately reflects the condition of the Apartment for purposes of determining any refund due to you when you move out.			
_____ Resident or Resident's Agent	_____ Resident or Resident's Agent		
_____ Date of Signing	_____ Date of Signing		
_____ Owner or Owner's Representative	_____ Owner or Owner's Representative		
_____ Date of Signing	_____ Date of Signing		

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

**NOT A VALID FORM
SAMPLE**



LEASE CONTRACT BUY-OUT AGREEMENT

1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

3. PURPOSE OF AGREEMENT. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 10 below. In order to buy out early, your notice must be signed by all residents listed in the Parties paragraph of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least _____ days prior to the new termination date (i.e., your new move-out date), which (check one) must be the last day of a month or may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ _____;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 10 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than _____ days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ _____ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

Resident or Residents
(All residents must sign)

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the Apartment to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. OPTIONAL BUY-OUT. This buy-out is offered as a way to reduce your liability for damages if you break your lease early. Accepting this buy-out is optional. If you don't accept this buy-out and you breach the lease by vacating before the end of your tenancy, you'll be liable for all resulting damages described in the Lease Contract and permitted by law. Damages can include: lost rent, early turnover costs, leasing commissions, advertising costs and concessions that we have to give a new Resident to help us re-rent the apartment. We do have to mitigate our damages, and will comply with laws to re-rent the apartment as quickly, and on the best terms and conditions possible. We are offering this buy-out so you don't have to worry about a future collections case being brought against you. A collections case can affect your credit and your ability to find new housing now and in the future. If you don't take the buy-out and you break the lease, we may report you breaking the Lease Contract to any future landlords or banks asking us for rental verification.

10. SPECIAL PROVISIONS. Your right of buy-out (check one) is or is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Owner or Owner's Representative
(signs below)

Date of Lease Contract





LEASE CONTRACT GUARANTY

Do not sign this form unless you understand that you have the same liability as all residents for rent and other monies owed.



Lease Contract Information

ABOUT LEASE: Date of Lease Contract (top left hand corner of Lease Contract): _____

Owner's name: _____

Resident names (list all residents on Lease Contract): _____

Unit No. _____ and street address of Apartment being leased: _____

City/State/Zip of above Apartment: _____

Monthly rent for Apartment: \$ _____

Beginning date of Lease Contract: _____

Ending date of Lease Contract: _____

Guarantor Information Use for one guarantor only (can include spouse of guarantor)

ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card) _____

Current address where you live: _____

Phone: _____

Alternate or cell phone: _____

Email address: _____

(Please check one) Do you own or rent your home?

If renting, name of apartments: _____

Manager's name: _____

Phone: _____

Your Social Security #: _____

Driver's license # and state: _____

OR govt. photo ID card #: _____

Birthdate: _____ Sex: _____

Marital Status: single married divorced widowed separated

Total number of dependents under the age of 18 or in college: _____

What relationship are you to the resident(s)? parent sibling

employer other _____

Are you or your spouse a guarantor for any other lease? Yes No

If so, how many? _____

YOUR WORK: Present employer: _____

Employer's address: _____

Work phone: _____

Alternate phone: _____

Email address: _____

How long? _____

Position: _____

Your gross monthly income is over: \$ _____

Supervisor's name: _____

Phone: _____

YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID card) _____

Driver's license # and state: _____

OR govt. photo ID card #: _____

Social Security #: _____

Birthdate: _____

Alternate or cell phone: _____

Email address: _____

Present employer: _____

How long? _____

Position: _____

Work phone: _____

Monthly gross income is over: \$ _____

YOUR CREDIT/RENTAL HISTORY:

Your bank's name: _____

City/State: _____

List major credit cards: _____

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: been asked to move out? broken a rental agreement? declared bankruptcy? or been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever: been sued for property damage? been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: _____

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the Apartment, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies

against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the Apartment is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. You are required not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the Apartment is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

After signing, please return the signed original of this Guaranty _____
at (street address or P.O. Box) _____
or (optional) fax it to us at _____ Our telephone number _____

Date of signing Guaranty

Date of signing Guaranty

Signature of Guarantor

Signature of Guarantor's Spouse

State of Kentucky
County of _____

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/
their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated

Printed Name of Notary Public

My Commission Expires

Signature of Notary Public

Note: Signature of Guarantor and Guarantor's Spouse must be notarized if lease is for more than one year.

(Use above space for notary stamp/seal)

FOR OFFICE USE ONLY
Guarantor(s) signature(s) was (were) verified by owner's representative.
Verification was by phone or Face-to-face meeting. Date(s) of verification _____
Telephone numbers called (if applicable) _____
Name(s) of Guarantor(s) who was (were) contacted _____
Name of Owner's Representative who talked to Guarantor(s) _____





LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.

You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ _____ per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

4. REQUIRED POLICY. You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ _____ from a carrier with an AM Best rating of a B+ or better, licensed to do business in Kentucky. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.

6. SUBROGATION ALLOWED. You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. YOUR INSURANCE COVERAGE. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: _____

8. DEFAULT. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

9. MISCELLANEOUS. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. SPECIAL PROVISIONS:

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract





LOUISVILLE, KY
APARTMENT LEASE CONTRACT ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

Multiple blank lines for listing residents.

This Addendum is made this _____ day of _____, _____, by and between the Resident and Owner for the purpose of modifying and adding to the Apartment Lease Contract executed by and between the Resident and Owner on _____. The Resident and Owner hereby agree to the following modifications and additions to the Apartment Lease Contract. This Addendum constitutes an Addendum to the Lease Contract for the described premises on page 1, paragraph 1 (Parties) of the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. The SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES paragraph of the Apartment Lease Contract is modified by the following paragraph:

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 and/or carbon monoxide detector batteries; 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 access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 12 (Disposition of Property Left In Your Apartment After Surrender, Abandonment, Or Eviction); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors and carbon monoxide 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, and, if your actions are determined to be intentional non-compliance, attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract and these charges may be deducted from any deposit.

4. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Multiple blank lines for special provisions.

Resident or Residents
(All residents must sign)

Blank lines for resident signature.

Owner or Owner's Representative
(Signs below)

Blank line for owner signature.

Date of Lease Contract

Blank line for date.





MIXED USE ADDENDUM



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. The purpose of this Addendum is to provide you with notice that the Apartment is located in a mixed-use living environment. The area surrounding the Apartment contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day. Further, the commercial businesses spaces in the area surrounding the Apartment may change in occupant and nature during your tenancy. Such changes may effect the levels of certain noises, sounds, and odors in the future.

4. RESIDENT ACKNOWLEDGEMENT. By signing this Addendum, Resident acknowledges, understands and hereby agrees:

The Apartment is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the Apartment. Such challenges may occur up to twenty-four (24) hours a day.

5. RESIDENT DUE DILIGENCE. We have encouraged resident to research the area around their Apartment. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the Apartment. You acknowledge and understand the risks disclosed herein. Having conducted your due diligence, you agree to fully assume the risks set forth in this Addendum.

6. ASSUMPTION OF RISK / WAIVER. You have chosen to reside at the Apartment despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in an Apartment located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.

7. SEVERABILITY. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your Apartment. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. APARTMENT DESCRIPTION.

Unit No. _____, _____
 _____ (street address) in
 _____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

 Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside an apartment, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your Apartment, you must do the following:

- Keep your Apartment clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower

doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your Apartment dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your Apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on Apartment surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your Apartment, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the Apartment and any health problems that may result. We can't fix problems in your Apartment unless we know about them.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

NOT A VALID FORM





NO-SMOKING ADDENDUM



Date: _____
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.

All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the

health, safety, and welfare of other residents inside any apartment or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least _____ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your Apartment is is not permitted.

The following outside areas of the community may be used for smoking: _____

If this box is checked, smoking must occur completely outside of the Apartment Community.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your Apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the Apartment or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the Apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the Apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased Apartment even though you are no longer living in the Apartment.

- 9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.
- 10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.
- 11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your Apartment or the apartment community is smoke free. Smoking in certain limited outside areas may be allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the Apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

- 12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

NOT A VALID FORM





NOTICE OF TEMPORARY WAIVER OF LATE FEES



LEASE CONTRACT DATE: _____

OWNER'S NAME: _____

RESIDENTS (LIST ALL RESIDENTS):

DWELLING UNIT DESCRIPTION.

Unit No. _____,
(street address) in _____ (city), Kentucky, _____ (zip code).

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic. To ease the financial hardship and difficulties so many of our residents are facing, we are willing to waive certain late fees.

This notice relates to late fees for the non-payment of rent incurred during the period covering the dates beginning _____ and ending _____ (the "Waiver Period").

During the Waiver Period and provided you pay your monthly rent on or before the _____ of each month, we agree to waive the late fees that you incur under the Rent and Charges paragraph of your Lease Contract for the month in which rent is paid.

This waiver covers only late fees for the Waiver Period specified above. We are under no obligation to waive rent, other late fees, or other sums due or which will become due.

If you anticipate difficulty paying rent due to loss from the coronavirus, we encourage you to contact our team by calling _____ or by emailing _____.

Keep in mind that you will likely be asked to explain how you've personally been financially burdened by COVID-19. Depending on your situation, our response and any relief we may agree upon may vary.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

SPECIAL PROVISIONS.

Owner or Owner's Representative
(Signs below)



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
 _____ (street address) in
 _____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

 Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. By entering into this Addendum, You understand that We have not entered into any mail acceptance, mail substation, or mail box agreement with the United States Postal Service. By entering into this Addendum, We are not agreeing to be bound by package acceptance rules imposed by the United States Postal Service.

C. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all, at any time. We are also not obligated to open the on-site management office, or keep the on-site management office open, even during regularly scheduled office hours to accept any packages you may be expecting.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than _____ days after receipt (accordingly, you should notify the management office if you are going to be away from the

Apartment and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. To the extent provided by law, you, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree, to the maximum extent provided by law, to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree, to the maximum extent provided by law, to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY.

If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS.

The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum





RESIDENT PARKING ADDENDUM



Date: _____
(when this Addendum is filled out)

1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

The term of this Parking Addendum is as follows:
Begins on _____, _____ and
ending on _____, _____. This
Addendum constitutes an Addendum to the above described
Lease Contract for the above described Apartment, and is
hereby incorporated into and made a part of such Lease
Contract. Where the terms or conditions found in this
Addendum vary or contradict any terms or conditions found
in the Lease Contract, this Addendum shall control.

RESIDENT AND OWNER AGREE AS FOLLOWS:

- 3. You agree to properly register all vehicles with management.
If you get a new or replacement vehicle you must notify us
and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be
properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s)
you may park in any available space(s) in the parking areas,
with the exception of spaces reserved for a particular use or
any marked handicap space in the case of a marked
Handicapped Space, unless you possess a government issued
handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign
you the space(s) and retain the right to change assigned
space(s) at our sole discretion.
7. You understand and accept that we have the right at any time,
without notice, to tow unauthorized or non-registered vehicles
from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of
the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation
of this addendum, the terms of the Lease or Community Rules
will be towed at your expense. You agree that we shall not be
liable to you for damages related to the physical towing nor
any consequential damages you may incur through loss of
use of the vehicle(s).

- 10. You understand that we will not be held liable for any
damage or theft that may occur while your vehicle(s) is
parked on any part of the property. Upon signing this
agreement you knowingly accept the risk of parking any
vehicle(s) on the property.
11. Any action by you, any occupant, guest, or visitor that violates
this addendum shall constitute a violation of the Lease
Contract.
12. You understand and agree that any judgment of possession
entered against you shall be a judgment for possession of
any parking spaces which you are entitled to under this
addendum. Once such judgment is rendered and executed
upon you, you shall immediately remove all vehicles from
the property parking areas. If you fail to remove your
vehicle(s), we shall tow the vehicle(s) at your expense. You
agree that we shall not be liable to you for damages related
to the physical towing nor any consequential damages you
may incur through loss of use of the vehicle(s). In the event
you, any occupant, your guests, or visitor are towed, towing
signs located either in the Community or at the entrance of
the Community will advise you where the vehicles has been
towed and the method for retrieving it.

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ _____ per
vehicle on or before the _____ day of _____,
_____. In alternative resident agrees to pay
\$ _____ monthly per vehicle due on or before the
_____ day of the month. If no amount is filled in parking
shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights
and privileges will immediately be revoked in the case that
Resident is _____ days delinquent in paying the required
parking fee.

Resident agrees to pay \$ _____ NSF fee for all checks
returned for non-sufficient funds.

VEHICLE INFORMATION:

NOTE: Despite the fact that there are three (3) spaces below
for vehicle information, we may limit the number of vehicles
spaces per apartment.

Vehicle 1

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

13. SPECIAL PROVISIONS.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

SAMPLE FORM
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PAYMENT PLAN AGREEMENT (COVID-19 PANDEMIC)



LEASE CONTRACT DATE: _____

OWNER'S NAME: _____

RESIDENTS (LIST ALL RESIDENTS):

Blank lines for listing residents.

DWELLING UNIT DESCRIPTION.

Unit No. _____, _____ (street address) in _____ (city), Kentucky, _____ (zip code).

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic.

For those who have been directly affected by this virus, we are willing to enter into an agreement with you to provide temporary flexibility for paying rent and other sums that come due: [] during the month of the Lease Contract term during which this Agreement is executed; [] during the month of the Lease Contract term following the month in which this Agreement is executed; or [] for the following period of time _____.

In order to qualify for the terms of this Agreement, you must provide written documentation of your loss of job, income, or other monetary hardship to us. This may be done via any method normally permitted under the Lease Contract. The determination of the sufficiency of such documentation to qualify for this Agreement is solely within our discretion.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we (as Owner) and you (as Resident) agree to a temporary payment plan for rent and other sums due as further described below. You agree to make payments as follows:

Table with 6 columns: Payment Item, Current Due Date, Current Amount Due, Date to be Paid, Amount To Be Paid, Balance Due. Includes a large diagonal watermark 'NOT A VALID FORM'.

You understand and agree that your failure to comply with this Agreement is a material breach by you of the Lease Contract and a default under the Default by Resident paragraph of the Lease Contract for which we may sue you for eviction and entitles us to pursue any and all other legal remedies.

We will not pursue eviction for nonpayment of rent if the terms of this Agreement are met. If you do not timely comply with payment provisions set forth herein, we may in our sole discretion pursue eviction for nonpayment of rent and any other remedy under the Lease Contract and state and/or local laws.

Our choice to enforce, not enforce or delay enforcement of the due date or amount of any payment due under this Agreement or the Lease Contract isn't a waiver under any circumstances.

Nothing contained in this Agreement waives, limits, prejudices or adversely affects any of our rights, remedies or powers under the Lease, by statute, at law or in equity, all of which rights, remedies and powers are expressly reserved, and all other terms and conditions of the Lease Contract not in conflict with this Agreement shall remain in full force and effect.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

SPECIAL PROVISIONS.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

**SAMPLE FORM
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1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

Occupants (list all occupants):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

4. PHOTO AND VIDEO RELEASE. You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. RELEASE OF LIABILITY. You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

7. REVOCATION. You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum

**NOT A VALID FORM
SAMPLE**





APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION AND/OR REASONABLE MODIFICATION REQUEST



To: _____

Dear Resident or Applicant:

On _____ (date), you requested a reasonable accommodation and/or modification to the Apartment located at Unit No. _____, _____ (street address) in _____ (city), Kentucky, _____ (zip code).

[] We have approved your request, as follows (check all that apply):

[] We will grant the following accommodation(s):

[] We will allow the following modification(s):

[] The foregoing modification shall be made [] at your expense [] at our expense.

[] Other: _____

[] After careful consideration, we have not approved your request because (check all that apply):

[] Based on the information provided it does not appear that you or a member of your household is a person with a disability within the meaning of the Fair Housing Act.

[] The accommodation and/or modification you requested is either not reasonable and/or not necessary because:

[] We have concluded that the specific accommodation and/or modification that you are requesting will impose an undue financial and administrative burden on our operations or will create a substantial risk of harm to you or to other persons in the community.

[] We have concluded that the specific accommodation and/or modification you have requested will fundamentally alter the nature of services or resources that this community provides.

[] Based on the information provided, it does not appear that the accommodation and/or modification you have requested is related to your disability.

[] Based on the information provided, it does not appear that the accommodation and/or modification you have requested is necessary to allow you an equal opportunity to use and enjoy your housing.

[] The verification was not completed by someone who has a therapeutic relationship with the Resident/Applicant.

[] Other: _____

If you feel we have made this decision in error, or if there is additional information you would like to provide us that you believe is relevant to our decision, we would like to discuss this matter with you. Please feel free to contact _____ [name of housing representative] to schedule an appointment.

Note that if there are alternative accommodations and/or modifications that you believe would be equally as effective as the accommodation or modification we are unable to provide, we are happy to consider those as well in a follow up discussion.

Date

Owner or Owner's Representative Signature

SAMPLE FORM
NOT A VALID FORM



REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY



1. APARTMENT DESCRIPTION.

Unit No. _____,

 _____ (street address) in

 _____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

 Residents (list all residents):

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

4. PURPOSE OF POLICY. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual Apartment. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

- A. Disability.** The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.
- B. Reasonable Modifications.** A reasonable modification is a structural change made to existing apartment and/or apartment community, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the apartment and apartment community. These are typically structural changes to interiors and exteriors of apartments and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy an apartment, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

- A. Generally.** If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your Apartment or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your Apartment.
- B. Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.
- C. Permission Required, Evaluation of Disability.** If you would like to request a reasonable modification to your Apartment or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.
- D. Reasonable Assurances.** Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.
- E. Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your Apartment to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your Apartment in excess of ordinary wear and tear.
- F. Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

7. REQUESTS FOR REASONABLE ACCOMMODATIONS.

A. Generally. We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your Apartment, and the public and common areas of the apartment community, and as otherwise required by law.

B. Request for Accommodation, Evaluation of Disability. If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

C. Alternative Accommodation. Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. OWNER RESPONSIBILITY. We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. AMENDMENT TO POLICY. This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

_____ by writing or calling:

Resident or Residents
(All resident's must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing

NOT A VALID FORM





REQUEST FOR REASONABLE ACCOMMODATION AND/OR MODIFICATION TO RENTAL UNIT



DATE: _____

NAME OF RESIDENT or APPLICANT: _____

APARTMENT DESCRIPTION: Unit No. _____, _____ (street address) in _____ (city), Kentucky, _____ (zip code).

You have requested a reasonable accommodation or reasonable modification with regard to your housing.

1. Do you consider yourself to have a disability? NOTE: The Fair Housing Act defines a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities.

- Yes No I don't know

2. Please describe the reasonable accommodation and/or modification you are requesting (check all that apply):

I am requesting the following reasonable accommodation (a "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy an apartment, including public and common use spaces):

I am requesting the following reasonable modification to the premises (a "reasonable modification" is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises):

3. Please describe how the requested accommodation or modification is necessary because of your disability. You do not need to disclose any medical information or the nature or severity of the disability; we simply need to know how your requested accommodation and/or modification is necessary and related to your disability.

If we need additional information to evaluate your request, we will let you know. If we will need to seek verification of either the existence of the disability or the disability-related need for the accommodation and/or modification you have requested, we ask that you identify (in the spaces provided below) a third-party who has familiarity with your disability in a professional setting to complete a verification form we will provide. You will also be asked to sign a release allowing said third-party to respond to the verification request.

Please provide us the name and contact information of the third-party who has familiarity with your disability in a professional setting and who can verify the need for the accommodation: _____

If this request is for a service animal as defined under KRS 383.085, then the verification form may be completed only by a person with a "therapeutic relationship with the Resident/Applicant". Therapeutic relationship means, provision of care, and good faith to the person with the disability by:

- 1) a licensed clinical social worker, who holds a valid, unrestricted state license under KRS 335.100 and who maintains an active practice within the State of Kentucky;

- 2) a professional counselor who holds a valid unrestricted state license under KRS 335.525 and who maintains an active practice within the State of Kentucky;
- 3) an advance practice registered nurse who holds a valid unrestricted state license under KRS 314.042 and who maintains an active practice within the State of Kentucky;
- 4) a psychologist who holds a a valid unrestricted state license under KRS 319.050 or 319.053 and who maintains an active practice within the State of Kentucky; or
- 5) a physician who holds a valid, unrestricted state license under KRS 311.571 an active practice within the State of Kentucky. If the Resident applicant is an individual who is moving from another state, the Resident/Applicant may provide documentation from a health service provider who is licensed in the state where the Resident/Applicant twas most recently a resident, so long as that Resident/Applicant has an ongoing therapeutic relationship with the out-of-state provider.

Note: The verification form may not be completed as a valid verification from any health care provider whose primary service is to provide documentation to a person requesting a reasonable accommodation in exchange for a fee.

Notice of Penalty of Misrepresentation: Under KRS 383.085, a person commits the offense of misrepresentation of an Assistance Animal, if the person knowingly: a) misrepresents as a part of a request for reasonable accommodation to maintain an assistance animal in a dwelling if a person has a disability or disability-related need for the use of an assistance animal; b) makes materially false statements for the purpose of obtaining documentation for the use of a assistance animal in housing; c) provides a document to another falsely stating that the animal is an assistance animal for use in housing; d) fits an animal, which is not an assistance animal, with a harness, collar, vest, or sign that the pet is an assistance animal for use in housing; e) engages in fraud, deceit, or dishonesty in providing documentation to a person that is part of a request for the use of an assistance animal in housing; or f) provides documentation as part of a request for an assistance animal in housing to a person for the primary purpose of obtaining a fee. Misrepresentation described as above, is a violation of Kentucky law with a fine of up to \$1,000.00.

I hereby state that all of the information provided by me in this Request Form is true to the best of my knowledge and understanding.

Resident or Applicant Signature

Date

NOT A VALID FORM



REASONABLE ACCOMMODATIONS/MODIFICATIONS VERIFICATION FORM



Dear Verifier:

_____ (property) provides reasonable accommodations and/or modifications to our residents with disabilities who have a disability-related need for the reasonable accommodation and/or modification. A reasonable accommodation is a change, exception, or adjustment made to a rule, policy, practice or service **that is necessary because of a disability** for the resident to have an equal opportunity to use and/or enjoy an apartment community. A "reasonable modification" is a physical and/or structural change to the Apartment and/or common areas **that is necessary because of a disability** for the resident to have an equal opportunity to fully use and/or enjoy an apartment community. The signed release below authorizes you to provide the information requested on this form relating to the resident's/applicant's request for an accommodation and/or modification due to a disability.

Name of Resident or Applicant (print): _____

Request for Reasonable Accommodation and/or Modification (what specific accommodation and/or modification is the Resident or Applicant requesting?):

Signature of Resident or Applicant: _____

By signing this Verification Form, the person identified above has authorized the verifier identified below to provide answers to the questions below to the best of his/her knowledge, solely for the purpose of determining the disability-related need for the accommodation and/or modification requested.

1. Do you maintain a "therapeutic relationship with the Resident or Applicant" as defined under State and Federal laws.¹
 Yes No

2. Is this Resident/Applicant disabled? State and federal laws define a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities. This definition does not include the current illegal use of controlled substances.
 Yes No I don't know

3. Please describe in what manner this disability substantially limits one or more of the Resident's/Applicant's major life activities (Do NOT reveal the specific NATURE OR SEVERITY of the individual's disability):

4. Does this Resident/Applicant need the accommodation and/or modification requested above to alleviate one or more symptoms of the person's disability so that the person can have an equal opportunity to use and/or enjoy his/her housing?
 Yes No

If yes, please describe how this accommodation will enable the Resident/Applicant to use and/or enjoy this housing.

5. Are you licensed in Kentucky?

- Yes No, I am licensed in _____ (state)
 My profession is not required to be licensed

Notice of Penalty for Misrepresentation. Under KRS 383.085, a person commits the offense of misrepresentation of an Assistance Animal, if the person knowingly: a) misrepresents as a part of a request for reasonable accommodation to maintain an assistance animal in a dwelling if a person has a disability or disability-related need for the use of an assistance animal; b) makes materially false statements for the purpose of obtaining documentation for the use of a assistance animal in housing; c) provides a document to another falsely stating that the animal is an assistance animal for use in housing; d) fits an animal, which is not an assistance animal, with a harness, collar, vest, or sign that the pet is an assistance animal for use in housing; e) engages in fraud, deceit, or dishonesty in providing documentation to a person that is part of a request for the use of an assistance animal in housing; or f) provides documentation as part of a request for an assistance animal in housing to a person for the primary purpose of obtaining a fee. Misrepresentation described as above, is a violation of Kentucky law with a fine of up to \$1,000.00.

Name and professional title of Verifier

Signature of Verifier

Date

Address

Telephone

PLEASE RETURN THIS FORM TO:

Name: _____

c/o: _____

Address: _____

Email: _____

Fax: _____

Phone: _____

¹ If the reasonable accommodation requested in this form is for an assistance animal, as defined under KRS 383.085, then this form may be completed only by a person with a "therapeutic relationship with the Resident/Applicant". Therapeutic relationship means, provision of care, and good faith to the person with the disability by:

- 1) a licensed clinical social worker, who holds a valid, unrestricted state license under KRS 335.100 and who maintains an active practice within the State of Kentucky;
- 2) a professional counselor who holds a valid unrestricted state license under KRS 335.525 and who maintains an active practice within the State of Kentucky;
- 3) an advance practice registered nurse who holds a valid unrestricted state license under KRS 314.042 and who maintains an active practice within the State of Kentucky;
- 4) a psychologist who holds a valid unrestricted state license under KRS 319.050 or 319.053 and who maintains an active practice within the State of Kentucky; or
- 5) a physician who holds a valid, unrestricted state license under KRS 311.571 an active practice within the State of Kentucky. If the Resident applicant is an individual who is moving from another state, the Resident/Applicant may provide documentation from a health service provider who is licensed in the state where the Resident/Applicant was most recently a resident, so long as that Resident/Applicant has an ongoing therapeutic relationship with the out-of-state provider.

Note: This form may not be completed as a valid verification from any health care provider whose primary service is to provide documentation to a person requesting a reasonable accommodation in exchange for a fee.





LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. APARTMENT DESCRIPTION.

Unit No. _____, _____ (street address) in _____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____ Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ _____ non-refundable fee.
- Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ _____ non-refundable fee.
- Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- If a remote control is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

NOT A VALID FORM





LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT



1. APARTMENT DESCRIPTION.

Unit No. _____, _____
(street address) in
(city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract.

3. CONCESSION/DISCOUNT AGREEMENT. As consideration for your agreement to remain in your Apartment and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount. (Check all that apply)

One-Time Concession. You will receive a One-Time Concession off the rent indicated in the Rent and Charges Paragraph of the Lease Contract in the total amount of \$ _____. This Concession will be credited to your rent due for the month(s) of: _____

Monthly Discount/Concession. The rent indicated in the Rent and Charges Paragraph of the Lease Contract includes a Monthly Discount of \$ _____ per month off of the suggested rental rate for your Apartment.

Other Discount/Concession. You will receive the following discount off the rent indicated in the Rent and Charges Paragraph of the Lease Contract: _____

Non-Monetary Concession. You will receive the following non-monetary concession during the term of the Lease:

4. CONCESSION CANCELLATION AND CHARGE-BACK.

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease and are forfeited as described in this Addendum.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount shall be deemed breached along with the Lease Contract and you will forfeit to the Owner the amounts of all (Check all that apply)

- Concessions
Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us. Once the concession period is over you resume paying market rent. In the event you cure the default, the rent from the date of breach escalates to market rent and any previously offered concession or discount if forfeited for the balance of the term.

5. MARKET RENT. The market rent for this Apartment is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific Apartment would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar apartment at comparable properties.

6. SPECIAL PROVISIONS. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs here)

Date of Lease Contract





RENTAL APPLICATION FOR RESIDENTS AND OCCUPANTS
(Each co-applicant and each occupant 18 years old and over must submit a separate application.)



Date when filled out: _____

APPLICANT INFORMATION

Full Name *(Exactly as it appears on Driver's License or Govt. ID card)* _____

Former Name *(if applicable)* _____ Gender *(Optional)* _____

Birthdate _____ Social Security # _____ Government Issued Photo Identification # _____ State _____

Type of Government ID _____

Home Phone Number _____ Cell Phone Number _____ Work Phone Number _____

Email Address _____

Marital Status: single married widowed separated Do you or any occupant smoke? yes no

I am applying for the apartment located at: _____

Is there another co-applicant? yes no

Co-applicant Name _____

Email _____

Co-applicant Name _____

Email _____

Co-applicant Name _____

Email _____

Co-applicant Name _____

Email _____

Co-applicant Name _____

Email _____

OTHER OCCUPANTS

Full Name _____ Relationship _____

Date of Birth _____ Social Security # _____ Government Issued Photo Identification # _____ State _____

Type of Government ID _____

Full Name _____ Relationship _____

Date of Birth _____ Social Security # _____ Government Issued Photo Identification # _____ State _____

Type of Government ID _____

Full Name _____ Relationship _____

Date of Birth _____ Social Security # _____ Government Issued Photo Identification # _____ State _____

Type of Government ID _____

Full Name _____ Relationship _____

Date of Birth _____ Social Security # _____ Government Issued Photo Identification # _____ State _____

Type of Government ID _____

Full Name _____ Relationship _____

Date of Birth _____ Social Security # _____ Government Issued Photo Identification # _____ State _____

Type of Government ID _____

NOT A VALID FORM

RESIDENCY INFORMATION

Current Home Address (where you live now)

City _____ State _____ Zip Code _____ Do you rent or own?
Dates: _____ \$ _____
From _____ To _____ Monthly Payment

Apartment Name _____

Landlord/Lender Name _____ Phone _____

Reason for Leaving _____

(The following is only applicable if at current address for less than 6 months.)

Previous Home Address

City _____ State _____ Zip Code _____ Do you rent or own?
Dates: _____ \$ _____
From _____ To _____ Monthly Payment

Apartment Name _____

Landlord/Lender Name _____ Phone _____

Reason for Leaving _____

EMPLOYMENT INFORMATION

Present Employer _____ Address _____
City _____ State _____ Zip Code _____ Work Phone _____
Dates: _____ \$ _____
From _____ To _____ Gross Monthly Income

Position _____

Supervisor Name _____ Phone _____

(The following is only applicable if at current employer for less than 6 months.)

Previous Employer _____ Address _____
City _____ State _____ Zip Code _____ Work Phone _____
Dates: _____ \$ _____
From _____ To _____ Gross Monthly Income

Position _____

Supervisor Name _____ Phone _____

ADDITIONAL INCOME

(Income must be verified to be considered)

Type _____ Source _____ \$ _____
Gross Monthly Amount
Type _____ Source _____ \$ _____
Gross Monthly Amount

CREDIT HISTORY (if applicable)

If applicable, please explain any past credit problem:

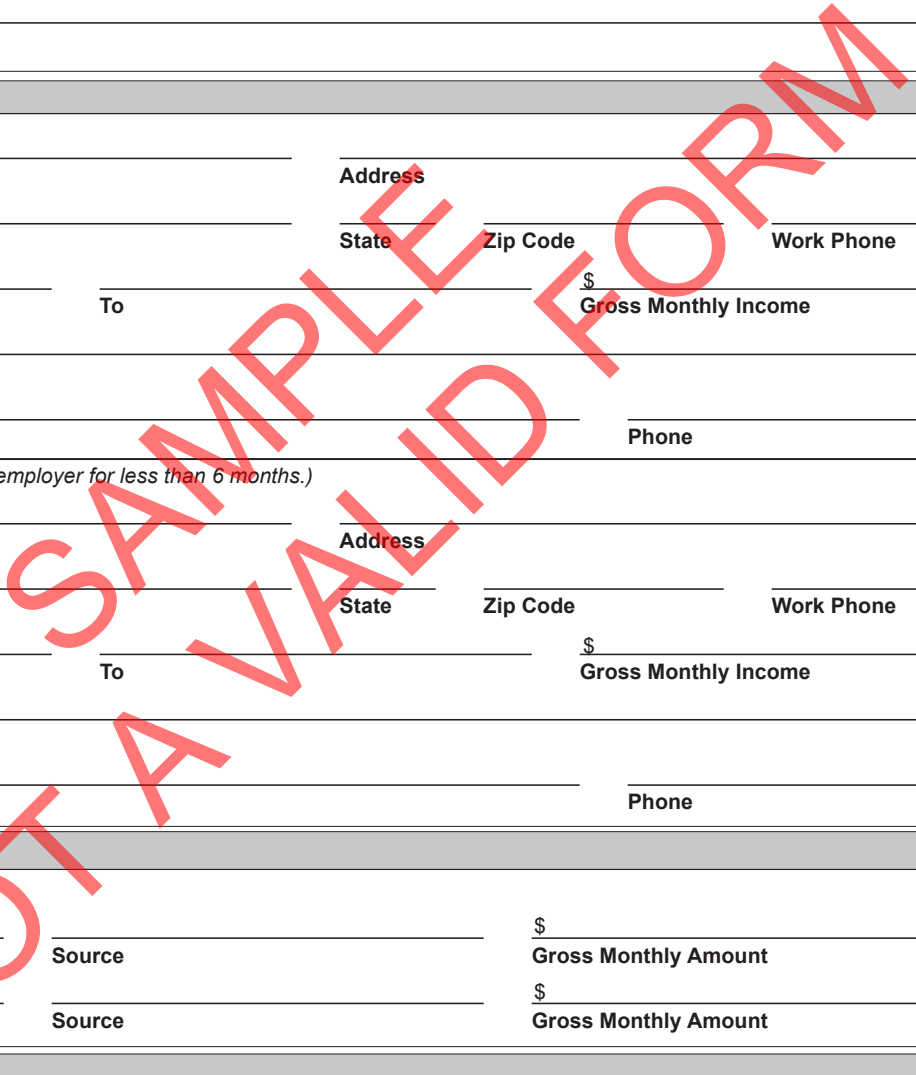
RENTAL/CRIMINAL HISTORY

(Check only if applicable)

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of an apartment before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please indicate the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above.



REFERRAL INFORMATION

How did you find us?

- Online search. Website address: _____
- Referral from a person. Name: _____
- Social Media. Which one? _____
- Other _____

EMERGENCY CONTACT

Emergency contact person over 18, who will not be living with you:

Name _____		Relationship _____	
Address _____		City _____	
State _____	Zip Code _____	Home Phone # _____	Cell Phone # _____
Work Phone # _____		Email Address _____	

VEHICLE INFORMATION (if applicable)

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).

Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____

PET INFORMATION (if applicable)

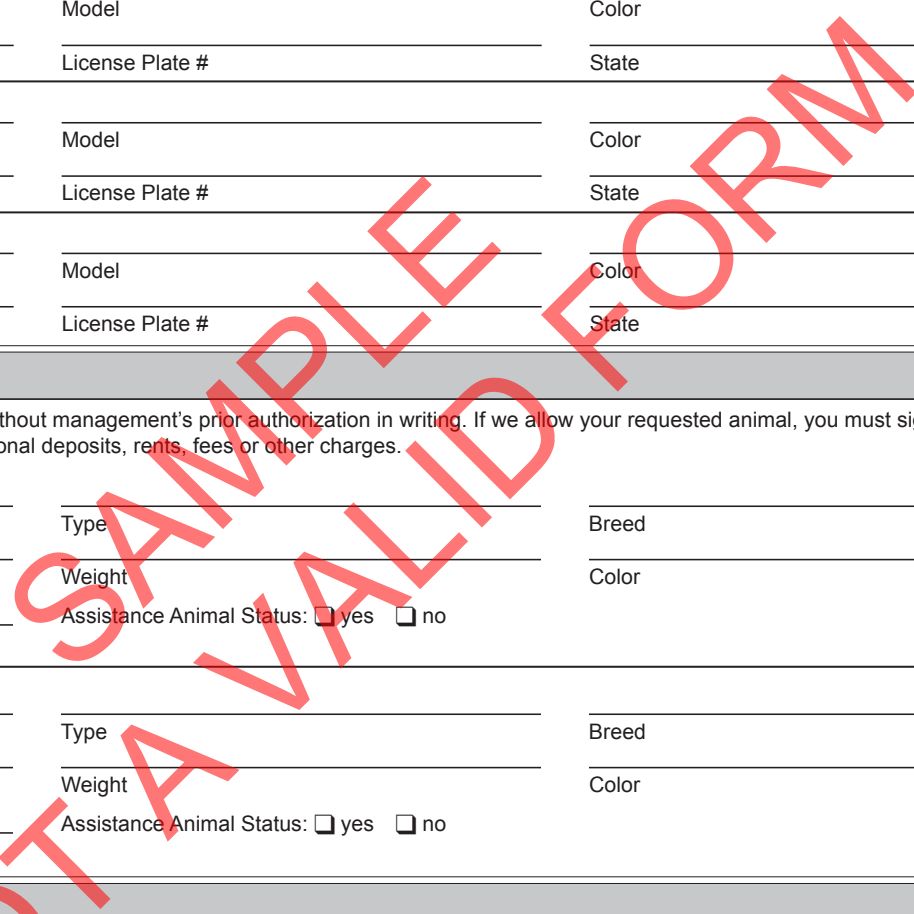
You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	
Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	

APPLICATION AGREEMENT

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
- 2. Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed.
- 3. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed.
- 4. If you Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement. Any apartment held for you pending signing of the Lease Contract, may be released for re-rental.*
- 5. If You Withdraw Before Approval.** *If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the apartment, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
- 6. Approval/Non-Approval.** We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.
- 7. Refund after Non-Approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
- 8. Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.



APPLICATION AGREEMENT (CONTINUED)

- 9. Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
- 10. Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

DISCLOSURES

- 1. Application Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. **Payment of the application fee does not guarantee that your application will be accepted.** The application fee partially defrays the cost of administrative paperwork. **It is non-refundable.**
- 2. Application Deposit (may or may not be refundable).** In addition to any application fee(s), you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. *The application deposit is not a security deposit.* The application deposit will be credited toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed by all parties; OR, it will be refunded under paragraph 7 of the Application Agreement if your application is not approved; OR, it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraphs 4 or 5 of the Application Agreement.
- 3. Fees Due. Your Rental Application will not be processed until we receive your completed Rental Application (and the completed Rental Application of all co-applicants, if applicable) and the following fees:**
 - 1. Application fee (non-refundable): \$ _____
 - 2. Application deposit (may or may not be refundable): \$ _____
- 4. Completed Application.** Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:
 - 1. Your completed Rental Application;
 - 2. Completed Rental Applications for each co-applicant (if applicable);
 - 3. Application fees for all applicants;
 - 4. Application deposit for the Unit.
- 5. Notice to or from Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.

AUTHORIZATION AND ACKNOWLEDGMENT

AUTHORIZATION

I authorize _____

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

Payment Authorization

I authorize _____

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-Sufficient Funds and Dishonored Payments.

If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

- (i) Applicant shall pay to us the NSF Charge; and
- (ii) We reserve the right to refer the matter for criminal prosecution

ACKNOWLEDGMENT

You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means. If you fail to answer any question(s) or give false information, we may reject the application, retain all application 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 all attorney's fees and litigation costs from the losing party. 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.

Applicant's Signature _____
Date

FOR OFFICE USE ONLY

Apt. name or apartment address (street, city) _____
Unit # or type

Person accepting application _____
Phone

Person processing application _____
Phone

Applicant or Co-applicant was notified by telephone letter email, or in person of acceptance or non-acceptance on _____

(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)

Name of person(s) who were notified (at least one applicant must be notified if multiple applicants): _____

Name(s) _____

Name of owner's representative who notified above person(s) _____

ADDITIONAL COMMENTS



RESIDENT'S NOTICE OF INTENT TO MOVE OUT
To be delivered to owner's representative



APARTMENT DESCRIPTION. Unit No. _____, _____ (street address) in _____ (city), Kentucky, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____ Owner's name: _____

Residents (list all residents): _____

Date you will move out and surrender Apartment: _____

- 1. CHANGES IN MOVE-OUT DATE. Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date.
2. DATE OF SURRENDER. Under the Lease Contract, you surrender the Apartment for all purposes...
3. EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS. Under the Lease Contract, our representative's receipt of this notice does not constitute approval...
4. HOLDOVER. If you stay beyond the move-out date, you will be subject to increased rent...
5. CLEANING. Under the Lease Contract, you must leave the Apartment in a clean condition...
6. FORWARDING ADDRESSES. Please circle the forwarding address below where we should mail the security deposit...
7. RETAINING RECEIPT. After our representative signs and acknowledges receiving this notice...
8. PROPER NOTICE. When you use this form, notice from one resident is notice from all...

- terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract...
9. 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...
10. REASONS FOR MOVING. (Optional)
11. We can only accept your move-out notice if it is provided to us in the following way(s):

If we don't receive and acknowledge your notice in writing, it may not be effective for the date you indicate.

- 12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Your Signature or Signatures

Your Forwarding Address (You must provide this information.)

You may be contacted now at:
Home phone: _____
Work phone: _____
Date when you delivered this notice: _____

FOR OFFICE USE ONLY
Owner's representative who received notice: _____
Date notice was received: _____
Move-out date was [] approved or [] disapproved

Owner's Acknowledgment of Receiving Move-Out Notice
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Unit No. _____ in _____

(name of community), or street address (if house, duplex, etc.): _____

Date of intended move-out: _____

If move-out is approved, prorated rent (if any) through move-out date: \$ _____.

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your Apartment to others.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: _____

Signature of our representative: _____

NOT A VALID FORM





LEASE CONTRACT AMENDMENT TO ADD OR CHANGE A ROOMMATE DURING LEASE TERM



(This amendment is not intended for use after the original Lease term has expired.)

Date: _____
(when this Amendment is filled out)

1. PURPOSE OF AMENDMENT. This is an Amendment to the Lease Contract dated the _____ day of _____, _____ (year) between (owner) _____

_____ and ("residents") (list all original residents in the Parties paragraph of Lease Contract) _____

_____ on the Apartment located at _____ in _____, Kentucky. The purpose of this Amendment is to (check one or both): add a new resident, or delete an existing resident who is moving or has already moved out.

2. NEW RESIDENT.

_____ ("new resident") may move into the Apartment as a resident under the Lease Contract.

3. OLD RESIDENT.

_____ ("old resident") (check one) has moved out or will move out. Upon move-out, old resident may no longer live in the Apartment. The old resident is or is not released from the obligation to perform under the Lease Contract. If the old resident is not released, he or she will continue to be obligated to perform under the Lease Contract if the new or remaining residents fail to perform their obligations under the Lease Contract.

4. REMAINING RESIDENTS. The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be obligated to perform under the Lease Contract.

5. CHANGEOVER DATE. New resident may move in on _____, _____ (year) ("change-over date"). Old resident will move out before that date.

6. SECURITY DEPOSIT. The security deposit will be handled as follows (check one or more as appropriate):

- Old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease Contract term or renewal period, less lawful deductions.
- Old resident will *not* transfer his or her share of the existing security deposit to new resident.

Old resident will be entitled to a refund of \$ _____ of the existing security deposit within 30 days after old resident moves out (less lawful deductions), and such amount will be mailed to old resident at the forwarding address below.

Old resident will be entitled to be a co-payee of any security deposit refund, less lawful deductions, within 30 days after all residents move out at the end of the Lease Contract term.

New resident will pay \$ _____ to owner as an extra general security deposit, in addition to existing security deposits being held by owner.

7. GUARANTORS. New resident will (check one):

have the following guarantor(s) guarantee the Lease Contract: _____; or

not have any guarantor guarantee the Lease Contract.

Any guarantor for old resident will (check one of the following if old resident has a guarantor):

continue to be liable under the Lease Contract until the end of the original Lease Contract term; or

be released from liability under the guaranty when this Amendment becomes effective.

8. DAMAGES AND CHARGES. New resident accepts the Apartment in the condition existing at the beginning of the Lease Contract term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault. Despite paragraph 6 (Security Deposit), we are not required to inspect the Apartment at changeover, or deduct any existing damages from the Old Resident's deposit refund.

9. EXISTING KEYS. Old resident (check one) has turned over or will turn over his or her key(s) and access device(s) to (check one): new resident, remaining residents, owner, or not applicable.

10. REKEYING. The Apartment has a *keyless* deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey *keyed* locks when roommates are added or changed; but new resident and remaining residents can request rekeying at their expense. New resident and remaining residents (check one) do or do not request that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be \$ _____.

11. EFFECTIVE DATE. This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):

- new resident has completed and signed a Rental Application;
- any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
- owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
- new resident complies with paragraph 6 regarding security deposits; and
- this Amendment is signed by all parties.

12. SIGNATURES ON LEASE CONTRACT UNNECESSARY.

When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on the last page of the Lease Contract. Therefore, it will not be necessary for anyone to sign or initial the Lease Contract itself. Signature of a resident who has already moved out in violation of the Lease Contract is not necessary.

13. BINDING AGREEMENT.

New resident and any guarantor acknowledge(s) that he or she has received a copy of the Lease Contract or has read it. New resident agrees to be bound by the Lease Contract just as if he or she signed the Lease Contract at the beginning of the Lease Contract term.

14. OTHER PROVISIONS.

Signatures

Printed name of person signing

Owner or owner's representative

Remaining resident (not moving out)

Remaining resident (not moving out)

Remaining resident (not moving out)

Remaining resident (not moving out)

Remaining resident (not moving out)

New resident (who is moving in)

Old resident (who is moving out)

Old resident's forwarding address (street, city, state, zip)

NOT A VALID FORM





LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased Apartment, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. APARTMENT DESCRIPTION.

Unit No. _____, _____
_____ (street address) in
_____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install _____ satellite dish(es) or antenna(s) on the leased Apartment. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your Apartment; or (2) in an area outside your Apartment such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased Apartment (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF APARTMENT.

You may not damage or alter the leased Apartment and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your Apartment (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your Apartment only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the Apartment and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the Apartment; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the Apartment. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased Apartment to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment.

The insurance coverage must be \$ _____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of \$ _____ will be charged. We *(check one)* will consider or will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract *(check one)* does or does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

NOT A VALID FORM





ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1. APARTMENT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the Apartment, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the Apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the Apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE AGREEMENT.

Your Lease Contract allows for use of your Apartment as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your Apartment unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the Apartment for any period of

time without our prior written consent. Permitting your Apartment to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION.

Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. RESIDENT LIABILITY.

You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your Apartment in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. SEVERABILITY.

If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. SPECIAL PROVISIONS.

The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract is between *you*, the resident:

and *us*, the owner: _____

(name of community or title holder).

The terms “you” and “your” refer to the resident listed above, and a person authorized to act on behalf of a resident in the event of that resident’s death or incapacity. The term “co-resident” refers to an individual who is sharing your bedroom or occupying another bedroom in the same Apartment as a resident under a separate Lease Contract with us. The terms “we,” “us,” and “our” refer to the owner listed above and not to property managers or anyone else. Written or electronic 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 must be executed.

2. APARTMENT. You’ve agreed to rent a bedroom in the Apartment referenced below for use as a private residence only. The Apartment is located at _____

_____ (street address), in _____ (city), Kentucky, _____ (zip code), Apartment Number _____, or an Apartment (at the address referenced above) to be assigned by us in the future (the “Apartment”). Your assigned floorplan will be _____
_____.

Your bedroom and other exclusive use areas are described in paragraph 12 (Allocations and Exclusive Use Areas).

Exclusive Use Areas and Joint Use Areas. We may or may not (check one) assign another person to share a bedroom with you. Each Resident will have Exclusive Use Areas in the Apartment, described in paragraph 12 (Allocations and Exclusive Use Areas). Any patios or balconies accessed only through an Exclusive Use Area are considered part of the Exclusive Use Area. All areas that are not identified as Exclusive Use areas (e.g. the Apartment mailbox, living room, hallways, kitchen, bathroom(s) not identified as Exclusive Use Areas, and patios or balconies not accessed solely through an Exclusive Use Area) will be “Joint Use Areas”, shared with the other co-residents.

Assignments. If an Apartment, bedroom, bathroom, or parking space is not identified in this Lease, we will advise you of your assignment at or before move-in.

Relocation. To the extent practical and in our sole judgment, we will try to honor requests for specific floorplans or a specific Apartment.

Resident’s Request to Relocate. You may change bedrooms with another resident in your Apartment if: (1) within _____ days after your initial occupancy, we receive a joint request from you and another resident in your Apartment to exchange bedrooms (and all residents in both bedrooms approve the request); and (2) you comply with our procedures and required documentation. If later you request a transfer to another bedroom in your Apartment, and we approve your request, you must complete the required documentation and pay a transfer fee of \$ _____ before we complete the actual transfer. A transfer to a bedroom or an Apartment other than the one you initially occupied may be made only with our prior written approval and for a similar fee.

Owner’s Discretion to Relocate. We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

3. CO-RESIDENTS AND OCCUPANTS. The bedroom will be occupied by you and (list all other co-residents not signing this Lease Contract):

_____.

The bedroom may also be occupied by the following occupant(s) not signing a Lease Contract:

_____.

Other than a co-resident we assign, or an authorized occupant, no one else may occupy the bedroom. Other than authorized co-residents or occupants, no one else may occupy the Apartment. Unauthorized persons must not stay for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn’t filled in, two days per month is the limit.*

Guests. You are responsible for the conduct of your guests, invitees, family members, and any other person that you allow to enter the property or Apartment, as if such conduct were your own. In the event that any such person acts in a manner which violates the Lease, such conduct shall also constitute a violation of the Lease by you. In the event of a disturbance in the Apartment, all occupants of the Apartment may be deemed by us to be responsible for such a Lease violation regardless of whether we are able to establish that such disturbance was caused by the guest of any specific occupant(s). You are responsible for ensuring that any such violation does not occur at any time. In the event we receive any complaints of unreasonable disturbances in the Apartment, you agree that we may limit the number of guests that may enter the Apartment at any one time.

Disclaimer. You have elected to enter into an Agreement to lease a portion of the Apartment only, and understand that other individuals, selected by us in our sole discretion, will be co-residing in the Apartment and bedroom with you. You understand that we are solely providing you with the right to occupy the Apartment and do not make any representations as to the identity, background, or suitability of any co-resident. As you will not be responsible for the financial obligations of any co-resident, you understand that we are under no obligation to perform any screening of co-residents for any credit, prior tenant history, criminal background, or otherwise. In the event that any issues or disputes arise between you and any co-resident(s), it will be your responsibility to resolve such issues directly with the other co-resident(s) in a reasonable and Lease compliant manner. In no event will we be responsible for intervening in such disputes unless, in our sole discretion, we determine that the behavior of such co-resident constitutes a material violation of the Lease, and, in such event, you understand that our sole obligation will be to commence legal proceedings to evict such a person. You understand that during the pendency of such an action to recover possession, it may not be possible to bar the co-resident from the Apartment. While we will endeavor to transfer residents as provided herein, we are under no obligation to do so, and the failure to relocate you will not release you from your obligations as provided in the Lease.

Rooming House. In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

4. LEASE TERM. The initial term of the Lease Contract begins on the the _____ day of _____, _____ (year), and ends at noon the _____ day of _____, _____ (year). This Lease Contract does not automatically renew. You must give at least _____ days written notice of termination or intent to move-out if it is prior to the Lease Contract ending date.

Renewal. Prior to the expiration of this Lease Contract, you may be given an opportunity to sign a new Lease Contract or renewal Lease Contract and remain in your current bedroom. If you do not sign a new Lease Contract or renewal, your bedroom may be leased to another resident. If your bedroom is leased to another resident, you will not be able to sign a new Lease Contract or renewal for the same bedroom.

5. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the Apartment is \$ _____, due on or before the date this Lease Contract is signed. An animal deposit will be stated in any animal addendum, only if an animal is permitted. You may be required to pay a security deposit for all of your obligations under this Lease Contract. In the event you are required to pay a security deposit, it shall serve as partial security for all Resident's obligation under this Lease Contract. The security deposit will not be our limit of damages if you violate the lease contract. **Your security deposit will be held in a financial institution escrow account as shown on page 10, until disposition.** You acknowledge that you have received a list of any damages existing in the Apartment prior to move-in on a move-in/out checklist, and that you have had an opportunity to inspect the Apartment to ascertain the accuracy of such listing prior to taking occupancy. If you can't inspect the Apartment before taking possession, you must complete and return the move-in inspection form within _____ days of receiving the keys. *If no number is filled in, you have two (2) days to complete and return the form.* You acknowledge that you have signed such list of existing damages, or signed an attached statement detailing your objections to such list. Your failure to sign such list or attach a statement detailing objections will be deemed a waiver by you.

Security Deposit Deductions. If all Residents perform every obligation under the Lease, each Resident will receive a full refund of the Security Deposit paid by him or her. However, if each and every obligation under the Lease is not performed, deductions will be made from the Security Deposit. If we attribute a default under the Lease to a specific Resident (e.g. one Resident doesn't pay his/her proportionate share of the rent, or one Resident incurs a late charge, or we determine (in our sole discretion) that damage was caused by a single Resident), then the Resident responsible for that default will be financially responsible for that default, and we may make deductions from that Resident's proportionate share of the Security Deposit. If we do not attribute a default under the Lease to a specific Resident (e.g. damage to Joint Use Areas, or Apartment cleaning charges after the Residents vacate), we may deduct these charges from all Residents' Security Deposits, in the same proportion as each Resident's proportionate share for other shared obligations, described in paragraph 12 (Allocations and Exclusive Use Areas). We will attempt (in our sole discretion) to fairly allocate responsibility among Residents. However, in any dispute between you and us regarding allocation, our decision will be binding to determine allocation of responsibility as between you and us. Our decision will not be binding between Residents, and if a Resident disagrees with our allocation, Residents may pursue claims between the Residents.

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; 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 access control devices or alarm systems; agreed packing, removing, or storing property removed or stored under paragraph 16 (Disposition of Property Left In Your Apartment After Surrender, Abandonment, Or Eviction); removing illegally parked

vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 31 (Animals); government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors and/or carbon monoxide 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, and, if allowed by statute, attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract and these charges may be deducted from any deposit. You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 8 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 36 (Default By Resident).

6. INDIVIDUAL LIABILITY FOR LATE CHARGES AND DAMAGES.

You are individually responsible and liable for late fees on your share of Rent, other obligations, and damage to the Apartment which we determine (in our sole discretion) was caused by you. You are not responsible or liable for any of your co-resident's obligations as to their bedrooms and their rent payable to us.

7. JOINT AND SEVERAL (FULL) RESPONSIBILITY FOR OTHER AMOUNTS DUE.

Each resident of an Apartment is jointly and severally liable with the other co-residents of the Apartment for all Lease Obligations relating to Joint Use Areas and utilities (if applicable). Responsibility for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease, will be joint and several (meaning that the Residents will each be fully responsible for 100% of these amounts).

8. KEYS. You will be provided _____ bedroom keys, _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

9. FURNISHINGS. Your Apartment will be [check one]: furnished or unfurnished. If the Apartment is furnished, the Apartment will also include all appliances, furniture and fixtures that we provide to you in your Exclusive Use and Joint Use areas ("Personal Property"). If checked, the appliances and furniture are described in the Inventory/Move-In Move-Out form.

10. RENT AND CHARGES. [Check one]:

- You will pay \$ _____ per month for rent, in advance and without demand. Prorated rent of \$ _____ is due for the remainder of [check one]: 1st month or 2nd month, on _____, _____ (year); OR
- Your total rent for the Lease Contract term is \$ _____. It is payable in advance, without demand, in _____ (number of installments) installments of \$ _____. The first installment is due on _____, _____ (year). All remaining installments will be due on or before the first day of each month beginning _____, _____ (year).

You will pay your rent at:

- at the on-site manager's office
- through our online payment site
- at _____

The stated rent amount is owed by you and is not the total rent owed by all co-residents. You must pay your monthly rent or installments on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless expressly authorized, after proper statutory notice. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason.

If you don't pay all rent on or before the _____ day of the month, you'll pay additional rent of \$ _____. You'll also pay a charge of \$ _____ for each returned check or rejected

electronic payment, plus any additional rent (as set forth above). If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll have all other remedies for such violation.

If the following box is marked, you have received the following concessions listed below. Concessions are inducements for you to sign a lease for the particular Apartment in this community:

The total value of concessions you have received over the full term of your lease is \$ _____. While we are happy to offer concessions to you, concessions depend on your full and complete compliance with all of the terms of the Lease and that you remain a resident for the full term of your lease. Therefore, in the event you are determined to be in default of your lease agreement, or terminate your tenancy for any reason prior to the ending date provided in Paragraph 4 (Lease Term) of this Lease, all future concessions are terminated and hereby held void. Any concessions received through

the date of default or termination are hereby forfeited and are immediately due and payable to us. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

11. UTILITIES. We'll pay for the following items, if checked:

- gas water wastewater electricity
 trash cable TV master antenna Internet service
 other utilities _____

If the Lease specifies that some utilities are billed directly to you by the utility provider, Apartment residents may decide among themselves whether to put the utilities in the names of one Resident or all Residents. For utilities that are billed to us by the utility provider, and which we provide and bill to you (*check one*): each Resident is responsible only for that Resident's proportionate share all Residents are jointly and severally (fully) responsible for the full cost of these utilities. Your per-person share of any submetered or allocated utilities for the Apartment will be included as an itemized charge on a monthly billing to you. "Per person" is determined by the number of co-residents authorized to be living in the Apartment at the time of the utility billing to you by us or our agent.

12. ALLOCATIONS AND EXCLUSIVE USE AREAS.

Resident Name	Exclusive Use Areas	Proportionate Share of Monthly Rent	Proportionate Share for Other Obligations	Proportionate Share of Security Deposit
	Bedroom <input type="checkbox"/> Bedroom # _____ <input type="checkbox"/> A bedroom to be assigned by us in the future Bathroom <input type="checkbox"/> Bathroom # _____ <input type="checkbox"/> A bathroom to be assigned by us in the future Parking Space <input type="checkbox"/> Parking space(s) # _____ \$ _____ % \$ _____ <input type="checkbox"/> A parking space to be assigned by us in the future Other <input type="checkbox"/> _____ _____ _____ (add a description of any other Exclusive Use Area)			

13. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We strongly recommend that you get renter's insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. We remind you, the only insurance which covers loss or damage to your personal property (your contents) is insurance you purchase yourself. Contents insurance may be available as part of a liability insurance policy offered for purchase through our office.

Personal Liability Insurance Requirements.

Additionally, (*Select one. If none is selected then option "a" shall be deemed to be selected*):

- a) You are required to purchase and maintain liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ _____ from a carrier

with an AM Best rating of a B+ or better, licensed to do business in Kentucky. Failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

- b) Not required to purchase personal liability insurance.
NOTE: If you are not required to purchase liability insurance, or you drop or fail to purchase required insurance, you are still liable to us for all damages we suffer caused by you, your occupants, or guests.
 c) Personal liability insurance is force placed in an amount of \$ _____ per incident \$ _____ maximum and is included as either part of your rent or paid for by Owner to insure against your liability damage to the Apartment.

****NOTE: In the event of forced placement, any liability insurance you buy additionally is strongly recommended and will act as primary coverage to our force placed coverage which will then act as secondary coverage. ANY LIABILITY INSURANCE WE REQUIRE YOU TO PURCHASE, UNDER (c) ABOVE, DOES NOT INCLUDE ANY COVERAGE FOR YOUR CONTENTS. CONTENTS COVERAGE IS STRONGLY RECOMMENDED AND YOU UNDERSTAND WE HAVE NOT PURCHASED INSURANCE FOR YOUR CONTENTS UNDER ANY OPTION IN THIS PROVISION.** Any policy you purchase or that we purchase for you shall waive any rights of subrogation by you or your insurance company against us.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies. If you or any member of your household, guests or invitees causes damage to the Apartment or community in an amount less than your personal insurance

deductible you are responsible to us for the amount of such damage. In the event damage occurs and you have a liability policy with a deductible, you agree that you owe us, and agree to indemnify us, for the amount of the deductible along with any amount that is in excess of the insurance coverage that you have purchased regardless of whether you have exceeded your limit of liability, the loss is from an excluded condition, or for your failure to purchase insurance with such specific coverage.

Special Provisions and "What If" Clauses

14. SPECIAL PROVISIONS. The following 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.

See any additional special provisions.

15. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the community due to violation of the Lease Contract or rules, improper use without regard to your negligence or the negligence of your guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your Apartment.** We may require payment at any time, including advance payment of repairs for which you're liable without regard for your negligence. Delay in demanding sums you owe is not a waiver.

16. DISPOSITION OF PROPERTY LEFT IN YOUR APARTMENT AFTER SURRENDER, ABANDONMENT, OR EVICTION. Definition of Surrender And Abandonment of Apartment. You have "surrendered" the Apartment when: (1) the move out date has passed and no one is living in the Apartment in our reasonable judgment; or (2) all Apartment keys and access devices listed in paragraph 8 (Keys) have been turned in where rent is paid—whichever date occurs first.

You have "abandoned" the Apartment when all of the following have occurred: (1) everyone 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 nonpayment of rent for 7 consecutive days or (4) water, gas, or electric service for the Apartment not connected in our name has been disconnected or terminated; and (5) you've not responded for three 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.

In the event of surrender or abandonment our re-entering the Apartment shall not be construed as a relinquishment on our part.

Entry and Disposition of Your Property. Immediately after surrender, abandonment, or eviction, we may in accordance with law: enter and take possession of the Apartment; remove, store, sell, or throw away property left in the Apartment when authorized below; and exercise other rights under paragraph 53 (Deposit Return) relating to clean-up, repairs, and security deposit deductions.

Removal of Your Property. All property left in the Apartment or common areas by you or others after eviction or after surrender or abandonment of the Apartment may be removed by us or (law officers), at your expense.

Storage of Your Property. We may store but have no duty to store property removed after judicial eviction or after you have surrendered or abandoned the Apartment. We're not liable for casualty loss, damage or theft of stored property. You must pay reasonable charges for our packing, removing, storing, selling, and disposing of such property.

Redemption of Your Property. If we've stored property under this paragraph, you may redeem it prior to sale or disposition under the following subparagraph by paying all sums you owe, including rent, late charges, storage, damages, attorney's fees, etc. You must pay reasonable charges for our packing, removing, and storing such property. We may require payment by cash, money order, or certified check. If you request in writing, we will provide you an accounting

of amounts owed. We may return redeemed property at the place of storage, the management office, or the Apartment (at our option).

Disposition or Sale of Your Property. Immediately after removal, we may throw away or give to a charitable organization property removed by us under this paragraph (except for animals and property removed after a death of a sole resident). If we've stored property under this paragraph, we will sell it by sale which will be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice will itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Animals removed after surrender, abandonment, or judicial eviction will not be sold; but we may board them or turn them over to local authorities or humane societies. If property is sold: the sale may be public or private, may be subject to any third-party ownership or lien claims, must be to the highest bidder, and may be in bulk, in batches, or item-by-item.

17. FAILING TO PAY FIRST MONTH'S RENT; ALL CONCESSIONS ARE FORFEITED. 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; and we may end your right of occupancy and recover damages, future rent, reletting charges, court costs, and other lawful charges. Our rights and remedies under Paragraph 36 (Default By Resident) apply to acceleration under this paragraph.

18. 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 the Lease Contract, by a written addendum or amendment signed by you and us, by Ad Valorem Taxes/Fees in paragraph 21, or by reasonable changes of Apartment rules allowed under the provisions herein.

19. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay so long as the delay is not willful or in bad faith on our part. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing upon at least 5 days notice and must be delivered to our place of business through which the rental agreement was made or to any place held out by us as the place for receipt of communications, or mailed by certified mail to the landlord to either of the two locations listed immediately above. After termination, you are entitled only to refund of deposit(s) and any rent and security deposit paid, but not screening fees or charges we incur. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Apartment.

20. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, business purposes, or by court order with a search warrant or by subpoena, we may provide it.

21. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT. If, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the Apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the Apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. These charges can, as examples, include: any charges we receive for any zoning violation; sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute; 911 or other life safety charges, per person, or per Apartment charge or tax; and any utility bill unpaid by you, which is then assessed to us for payment.

While You're Living in the Apartment

22. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written Apartment rules and community policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all Apartments in the community and do not change dollar amounts on page 1 of this Lease Contract.

All window decorations shall have outward facing neutral color backing. Residents shall not remove blinds provided by Owner within the Apartment. No outward facing decorations or signage shall be displayed, including, but not exclusively, no advertisements, signage, political signage, or flags. No other decoration, signage, flags, political statements, or advertisements may be displayed from any other portion of the Apartment, Bedroom, patio, or balcony, that would be visible to the outside of any portion of the Community, including visible through any sliding glass doors, patio railings, patio furniture, or any other portion of the Apartment, whether in control of a part of the Apartment rented by the Resident or not. It is understood, that Owner abides by all Federal and State Fair Housing Laws and while the Resident or Residents may feel strongly about a certain position, political position, or product, not everyone in the Community may agree. In order that no Resident feels uncomfortable or intimidated, the Owner bans all such displays from the Apartment, Bedroom, and common areas, as the owner of the Community. Resident may continue to display Resident's feelings and exhibit and use free speech in all other ways, such as, bumper stickers on cars, t-shirts, and other means of free political speech, but may not use the Owner's property for signage or displays. Any decoration not in conformity with the Owner's policy shall be a breach of this Lease.

23. LIMITATIONS ON CONDUCT. The Apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. No loitering. 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 other common areas. You, your occupants, or guests may not anywhere in the complex: use candles or use kerosene lamps or kerosene heaters without our prior written approval; store anything in closets having gas appliances; 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 community is prohibited—except that any 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. You'll be liable to us for damage caused by you or any guests or occupants. No use of any grill is permitted on a balcony or patio (in the case of the patio unless there is 25 feet of clearance from any flammable structure). No storage of grills in or outside the Apartment is permitted. No gas such as propane may be stored in the Apartment, any storage area, or balcony/patio is allowed. You may not display any signs or flags on, or from, any window or balcony. You may not display items or signs inside a window if they can be seen from outside the apartment.

We may exclude from the community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any Apartment rules, or disturbing other 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. We may exclude persons who have been previously evicted or asked to move from the Community in lieu of an eviction. We may exclude anyone who has been given a written trespass notice from us.

You must notify us in writing of any anticipated extended absence from your Apartment in excess of 7 days no later than the first day of the extended absence. You will be responsible for any damages incurred as a failure to so notify us.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property or any other criminal activity or deferred adjudication which violates the written rental standards of the Community in place at the time of the conviction. You also agree to notify us if you or any occupant registers as any level or type of sexually oriented offense in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

24. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: loud or obnoxious conduct; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in a way that may alarm others; tampering or interfering with utilities or telecommunications; bringing hazardous materials into the community.

25. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the Apartment or been asked to vacate by any appropriate authority; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or Apartment(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

26. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under the provisions herein, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death or property purchase.

27. MILITARY PERSONNEL CLAUSE. You agree to inform us if you become eligible for protection under the Service Member's Civil Relief Act during your tenancy. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

28. 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 and/or carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices if they are installed in the Apartment.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by law, and we'll 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 and carbon monoxide detector malfunctions to us. Neither you nor others may disable the smoke detectors and/or the carbon monoxide

detectors. If you disable or damage the smoke detectors and/or carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke or water, and in default under the Lease Contract.

Casualty Loss. We're not liable to any Resident, guest or occupant for personal injury, of any sort, up to and including death. For all these reasons, we are not liable to any Resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your Apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your Apartment, you'll be liable for damage to our property and the property of others.

Temperature Control. Unless we instruct otherwise, you must 24 hours a day, during freezing weather, keep the Apartment heated, etc., and at all other times, you must: (1) run the HVAC systems blower fan to circulate air to retard the potential for moisture, mold and mildew; (2) at all times when using any shower or other bathing device, run the exhaust fan if any, provided in the bathroom area; and (3) if you are maintaining other items in the Apartment which reduce moisture, such as an Aquarium, you must run the air conditioning (if provided) in the summer to keep the temperature below 85 degrees Fahrenheit in the Apartment during the months when the temperature outside exceeds 85 degrees.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency. You should then contact our representative when it is safe to do so. To the extent we screen you and your co-occupants you will not rely on screening for purposes of assessing the security of the Community or your individual security in the Apartment, etc. Unless otherwise provided by law, we're 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. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control devices or security measures can eliminate all crime and that you will not rely upon any provided access control devices or security measures as a warranty or guarantee of any kind. We disclaim any express or implied warranties of security. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the 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 local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

29. CONDITION OF THE APARTMENT AND ALTERATIONS.

You are advised, pursuant to Kentucky Penal Code 512.020 that as a Resident, if you intentionally or wantonly deface, destroy or damage a residential rental property causing a pecuniary loss of One Thousand Dollars (\$1,000.00) or more, this is a criminal act under the Kentucky Revised Statutes and could lead to a conviction of Criminal mischief in the first degree if you have no right to do so. Criminal mischief is a Class D Felony. Further, as a Resident, if you intentionally or wantonly deface, destroy or damage Residential Rental Property causing a pecuniary loss to us of Five Hundred (\$500.00), but not less than One Thousand (\$1,000.00) Dollars, you can be found guilty of Criminal mischief in the second degree, which is a Class A misdemeanor and if you cause damage as a Resident having no right or reasonable grounds to wantonly deface, destroy or damage residential property causing a pecuniary loss of less than Five Hundred Dollars (\$500.00), you can be found guilty of Criminal Mischief in the Third Degree, which can be a third degree Class B misdemeanor. This community cooperates with law enforcement and prosecuting fully criminal damage to our community and to the Apartment by you, your occupants and your guests.

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. You have received a list of damages existing in the Apartment prior to move-in, and you have had an opportunity to inspect the Apartment to check the accuracy of such listing. You must either sign the list or sign an

attached statement detailing your objections to the list, and must return a copy to us. (See also paragraph 5 (Security Deposit)). 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 perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our Apartment. No holes or stickers are allowed inside or outside the Apartment. But we'll 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, additional phone or TV-cable outlets, washing machines, alarm systems, or lock changes, additions, or rekeying is permitted unless it is statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll 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.

30. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU NEED TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or Apartment constitutes a request from all co-residents.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the Apartment if the work or desired improvement is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Unless required by law, air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions unless such damage was caused by the actions (or inactions) of you, your guests, or occupants, without regard to their/your negligence.

31. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. 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'll charge you for defleaing, deodorizing, and shampooing if required in our sole discretion. You will also owe us animal damages and deposits listed in the Rules and Regulations or in any Animal Addendum. 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, 24 hours written notice of intent to remove the animal, and (2) following the procedures of paragraph 32 (When We May Enter). Prior notice of entry in paragraph 32 (When We May Enter) is waived for these purposes. 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 won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority and you agree not to return the animal to the Apartment. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

32. WHEN WE MAY ENTER. If you or any co-resident, guest or occupant is present, then repairs or services, contractors, our representatives, or other persons listed in (2) below may peacefully enter the bedroom or Apartment at reasonable times for the purposes listed in (2) below. If nobody is in the bedroom or Apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the Apartment immediately after the entry; and
- (2) entry is for: responding to your or any co-resident's request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing

or replacing smoke-detector and/or carbon monoxide detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishables, including foodstuffs, if your electricity is disconnected; removing unauthorized animals; disconnecting utilities involving bona fide repairs, emergencies or construction; 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 representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

33. NOTICES. Notices and requests from you or any co-resident or occupant of the Apartment constitute notice from all co-residents. Your notice of tenancy termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-residents in your Apartment may be addressed to "all residents" of your Apartment. A notice intended by us for all residents in the Apartment community may be addressed to "all residents."

Replacements

34. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy, is allowed *only when we expressly consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement subletting, assignment, or granting a right or any license to occupy, then:

- (1) 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
- (2) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract 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 of occupancy or 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. The departing resident will no longer be granted access to the Apartment for any reason.

Responsibilities of Owner and Resident

35. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 29 (Condition of the Apartment and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment, if provided;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing;
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable; and
- (5) address after hours service calls.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under the law only as follows: (a) you must deliver to us written notice specifying the acts and omissions constituting the breach, stating that your tenancy will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 30 days from the date of receipt of the notice; (b) if the breach is remediable by repairs, the payment of damages or otherwise and we adequately remedy the breach before the date specified in the notice, your tenancy shall not terminate by reason of the breach. If substantially the same act or omission which constituted a prior noncompliance covered by subsection (a) above for which notice was given recurs within 6 months, then you may terminate your tenancy upon at least 30 days written notice specifying the breach and the date of termination of your tenancy.

You may not terminate for a condition caused by the deliberate or negligent act or omission of you, a resident of your Apartment, or any guests. Security deposits and prorated rent will be refunded as required by law.

You shall be liable for Our costs, including trip charges for any maintenance work performed after normal business hours that is either (a) called in as an emergency and is not an emergency, or (b) an emergency caused by Your action(s) or inaction(s) of Your family, guests, or invitees.

36. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the Apartment; (4) you violate your statutory obligations under Kentucky law and do not cure within the time described in notice to you; (5) you give incorrect or false answers in a rental application; (6) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in KRS 218A.500; (7) any illegal drugs or paraphernalia are found in your Apartment; (8) you or any guest

or occupant engages in any of the prohibited conduct described in Paragraph 24 (Prohibited Conduct); or (9) you or any occupant, in bad faith, make an invalid complaint to an official or employee of a utility company or the government.

Lease Renewal When A Breach or Default Has Occurred.

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease. Further, no offer to renew is effective if you default on your existing Lease.

Termination of Tenancy for Nonpayment of Rent. If your default is for nonpayment of rent, we may give you written notice that your tenancy will terminate 7 days after you receive the notice if the rent is not paid in full by the end of those 7 days, and, if applicable, you waive 30 days notice of default that may otherwise be required by Kentucky law. If rent is not paid in full by the end of this 7-day period, your tenancy will terminate automatically (on the 8th day) without further notice. At our option, our written notice may give you a longer period in which to pay your rent.

Termination of Tenancy for Other Reasons. If the reason for your default is for other reason(s), we may deliver to you a written notice specifying the acts and omissions constituting the default and stating that your tenancy will terminate 14 days after your receipt of the notice if the default is not remedied by the end of those 14 days, and, if applicable, you waive 30 days notice of default that may otherwise be required under Kentucky law. If the default has not been remedied by the end of this 14-day period, or if the default cannot be remedied, your tenancy will terminate automatically (on the 15th day) without further notice. At our option, our written notice may give you a longer period in which to remedy your default. If substantially the same act or omission which constituted a prior default for which notice was given to you recurs within 6 months of that previous default, we may terminate your tenancy upon 14 or more days written notice to you, specifying the default and the date of termination of your tenancy.

Delivery of any of the above notices may be by: (1) certified mail, return receipt requested; and/or (2) personal delivery to any resident; and/or (3) personal delivery at the Apartment to any occupant over 16 years old; and/or (4) by delivery to the front door of the Apartment (either by attaching a copy to the door, placing the notice between the closed door and the door jamb, under or through the door into the Apartment, or by leaving the notice between any screen/storm door and the front door of the Apartment. If notice is mailed, you are deemed to be in receipt of it two days after it is mailed. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent. After giving notice of default, notice to vacate, notice of tenancy termination, or filing an eviction suit, we may still accept rent or other sums due. Such filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right except when you have in a timely manner cured a default after notice. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums.

Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations under paragraph 36 (Default by Resident).

Forfeiture of Concessions. Concessions are made as an incentive to you to lease the Apartment and are dependent upon your full and faithful completion of all obligations imposed on you by this lease during the term. In the event of default, all concessions you have received are considered forfeited and immediately due and payable to us. Any concessions that you would otherwise be entitled to from and after the date of default are hereby considered void.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) you must pay holdover rent in advance on a daily basis and such rent will be delinquent without notice or demand; (2) your rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your Apartment while you continue to hold over. We may also file suit for possession and recover up to three months periodic rent or threefold the damages sustained by us, whichever greater, plus attorney's fees.

Eviction. If you default, we may end your right of occupancy by giving you notice as described above. Notice may be made by the notice procedure specified in subparagraph (b) above. Unless prohibited by law, accepting money at any time doesn't waive our right to damages, past or future rent, or other sums, or to file or continue with eviction proceedings.

Landlord Remedies. If you fail to pay amounts due under this Lease Contract, or otherwise breach this Lease Contract, we (at our option), may choose to terminate the tenancy of you and your occupants (if any). If only one Resident has breached the Lease Contract, and if we elect to terminate the tenancy of only the breaching Resident, the remaining residents agree to cooperate with us in terminating the tenancy of the breaching Resident. If we are able to locate a replacement Resident, the remaining Residents agree to cooperate with us in placing a replacement resident in the Apartment, and will execute a Lease amendment to add the replacement resident as an authorized co-resident.

Disclaimer: If there is a breach of this Lease Contract and the law does not allow us to evict only the breaching resident, all co-residents may be evicted if only one resident breaches this Lease Contract.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Other Remedies. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts in paragraph 14 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including suit for tenancy termination, possession, damages, rent, and all other monies due. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover, to the extent allowed by state law, from the nonprevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear the highest lawful rate of interest (no less than 12%) per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. We may turn any returned checks over to law enforcement officials for prosecution according to law.

Mitigation of Damages. If you move out early, you'll be subject to the damages listed in Paragraph 36 (Default By Resident). We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

37.ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

38.NO AUTHORITY TO AMEND UNLESS IN WRITING.

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. Our representatives must give you a written release when this Lease Contract entitles you to a release.

39. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, or other rights isn't a waiver under any circumstances.

40. NOTICE. 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. Digital, Email, and Fax signatures are binding. All notices must be signed.

41. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. 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.
- E. This Lease Contract binds subsequent owners.
- F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- G. All provisions regarding our nonliability and nonduty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- I. All lease obligations must be performed in the county where the apartment is located.
- J. All provisions of KRS Chapter 383 relating to residential leases shall apply to this Lease Contract.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- L. You agree to hold our employees harmless when they are acting properly within their capacity as our representative.

42. WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

43. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

44. OBLIGATION TO VACATE. If we provide you with a notice to vacate, you shall vacate the Apartment and remove all your personal property therefrom at the expiration of the lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

45. AGREEMENT TO ARBITRATE. Except as prohibited by law, and specifically excluding any action in Forcible Entry and Detainer, in the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. Arbitration of any claim between the parties shall be governed under the Federal Arbitration Act of 1925. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair, appropriate, and a negotiated remedy to resolve the dispute, that the parties agree and understand that the ownership of the Apartment Community and its management may be located in a state different from the state in which the Community is located, and due to the interstate nature of the relationship between the parties and the fact that both parties are assuming risks, that the mandatory arbitration requirement is appropriate. The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in this Rental Agreement for the giving of notices. All such arbitration proceedings shall take place at such location within Twenty (20) miles of the Facility. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by You and Us.

46. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

47. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 16 (Disposition of Property Left In Your Apartment After Surrender, Abandonment, Or Eviction) or utility payments subject to governmental regulations) 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 (which is due on the first) are due upon our demand. After the due date and any required demand notice, we do not have to accept the rent or any other payments except as provided in the tenancy termination provisions of paragraph 36 (Default By Resident).

48. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the Apartment is located.

When Moving Out

49. MOVE-OUT NOTICE. Unless you are moving out on the Lease Contract term ending date, you must give our representative advance written notice of your intention to vacate as required by paragraph 4 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early except if you are able to terminate the Lease Contract under paragraph 26 (Release of Resident) or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant as it pertains to the rent due; however, you have no right to retain possession of the Apartment or any part thereof beyond the expiration or earlier termination of this Lease Contract. Nothing contained in this Lease Contract shall be construed as consent by us to any holding over by you, and should you holdover, we will have all remedies available under this Lease Contract and state law.

50. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in acceleration of future rent under Paragraph 36 (Default By Resident) and any required demand notice. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. If you leave owing rent, concessions or other monies other than for damages, we may, in the event you do not demand return of the deposit within 30 days after you vacate the Apartment, remove any excess deposit from the escrow account and apply such excess to any other debt owing to us. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

51. 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.

52. 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.

53. DEPOSIT RETURNS. At the termination of your tenancy, we'll inspect the Apartment and compile a listing of any damage to the Apartment which is the basis for any charge against the security deposit. We and you shall then sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If you refuse to sign such listing, you must state specifically in writing to which items on the list you dissent, and then sign such statement of dissent. If you dispute the accuracy of our final damage listing and choose to bring a claim against us for your security deposit, your claim is, by statute, limited to those items to which you specifically dissented, and if you fail to sign the listing or specifically dissent in accordance with this provision, you are not entitled to recover any damages under this Section. You have the right to inspect the Apartment to ascertain the accuracy of such listing. If you don't

participate in the damages review, or you don't sign the damages list, you are accepting responsibility for all of the listed damages and charges. If no rent is due at the time of move-out, surrender or abandonment, we will mail you such list to the forwarding address you provide. If no forwarding address is provided, we will mail such list to your last known address. You will have 60 days from the post mark date to contact us to receive your refund. If we have not received a response from you within 60 days of the postmark of our notification to you, we may remove the deposit from the account into which it was originally put, and retain it free from any claim by you or any person claiming it on your behalf.

Surrender and abandonment are defined in paragraph 16 (Disposition of Property Left In Your Apartment After Surrender, Abandonment, Or Eviction). Surrender, abandonment, and 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, or eviction doesn't affect our duty to give you prorated credit for rent later received from others during the remainder of your lease term or renewal period. See also paragraph 16 (Disposition of Property Left In Your Apartment After Surrender, Abandonment, Or Eviction) relating to our rights regarding personal property left in the Apartment.

Severability, Originals and Attachments, and Signatures

54. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

55. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original. You agree that you have received a copy of the document provided by the Kentucky Commission on Human Rights called Opening the Doors of Opportunity.

Date form is filled out (same as on top of page 1)

Name, address, and account number of financial institution in which security deposit will be deposited (must be filled out)

Name and address of locator service (if applicable)

Person authorized to manage the Apartment, and may be changed any time by us with posting of notice. (Must be completed).

Resident (sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

You are legally bound by this document.
Read it carefully before signing.

If this document is being executed electronically, I agree that I have previously consented to conducting this transaction by electronic means as defined by KRS§ 369.105(2) and that by affixing my digital signature or consenting to the document by pressing "I accept" that this electronic signature will have the same binding and controlling effect as if I had signed the paper document by my own hand.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 4)

Multiple horizontal lines for special provisions.





STUDENT LEASE GUARANTY AGREEMENT

Do not sign this Guaranty Agreement unless you understand that you have the same liability as all residents for rent and other money owed.



LEASE INFORMATION

About the Lease:

Owner's name (or name of apartments): _____

OR Floorplan: _____

City/State/Zip: _____

Resident name: _____

Rent for the term: \$ _____

Street address: _____

Installment amount: \$ _____

Unit No.: _____

Number of installments: _____

Bedroom No.: _____ (if available)

Beginning date of Lease: _____

Ending date of Lease: _____

GUARANTOR INFORMATION *Use for one guarantor only.*

About the Guarantor:

Full name (exactly as on driver's license or govt. ID card): _____

Phone: _____

Alternative number or cell phone: _____

Current address: _____

Email address: _____

- 1. Scope of Liability.** Each guarantor must submit and execute a separate Guaranty Agreement. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty Agreement refers to the guarantor.
- 2. Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- 3. Location of Performance and Payments.** This Guaranty Agreement is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty Agreement must be made in accordance with the Lease.
- 4. Your Information.** You represent that all information submitted by you on this Guaranty Agreement is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
- 5. Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty Agreement.
- 6. Signature.** A fax or electronic signature on this Guaranty Agreement will be binding as an original signature. **You do not need to sign or be named in the Lease, only this Guaranty Agreement.**
- 7. Copy of Lease.** We recommend that you obtain a copy of the Lease and read it. This Guaranty Agreement applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
- 8. Your Acknowledgments.** You acknowledge that by signing this Guaranty Agreement you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, and all other sums which may become due under the Lease.
- 9. Severability.** If any provision of this Guaranty Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty Agreement.
- 10. Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Signature of Guarantor (electronic signature documented if blank)

Date Guaranty Agreement is Executed

After signing, please return this Guaranty Agreement to: _____

at (street address or P.O. Box) _____

Our telephone number is: _____

You are entitled to a copy of this Guaranty Agreement when it is fully signed. Keep it in a safe place.

FOR OFFICE USE ONLY

Signature of Guarantor was verified by owner's representative.

Verification was by phone OR in person OR virtual.

Date(s) of verification: _____

Telephone numbers called (if applicable): _____

Owner's representative who talked to Guarantor: _____





STUDENT LEASE GUARANTY APPLICATION AND AGREEMENT

Do not sign this Guaranty unless you understand that you have the same liability as the resident for rent and other money owed.



LEASE INFORMATION

About the Lease:

Owner's name (or name of apartments): _____

Resident name: _____

Street address: _____

Unit No.: _____

Bedroom No.: _____ (if available)

OR Floorplan: _____

City/State/Zip: _____

Rent for the term: \$ _____

Installment amount: \$ _____

Number of installments: _____

Beginning date of Lease: _____

Ending date of Lease: _____

GUARANTOR INFORMATION *Use for one guarantor only.*

About the Guarantor:

Full name (exactly as on driver's license or govt. ID card): _____

Current address: _____

Phone: _____

Alternative number or cell phone: _____

Email address: _____

Your Social Security #: _____

Birthdate: _____

Driver's license # and state: _____

OR govt. photo ID card #: _____

Marital status: _____ Gender (optional): _____

Total number of dependents under the age of 18 or in college: _____

Do you own OR rent your home? _____ If renting, name of

apartments: _____

Manager's name: _____ Phone: _____

What relationship are you to the resident(s)? _____

Are you or your spouse a guarantor for any other lease? _____

If so, how many? _____

Your Work:

Current employer: _____

Employer's address: _____

Work phone: _____

Alternative phone: _____

Email address: _____

How long with this employer?: _____

Position: _____

Your gross monthly income is: \$ _____

Supervisor's name: _____ Phone: _____

Your Credit and Rental History:

Your bank's name: _____

City/State: _____

List major credit cards: _____

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: been asked to move out? broken a rental agreement? declared bankruptcy? or been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever: been sued for property damage? been convicted (or received

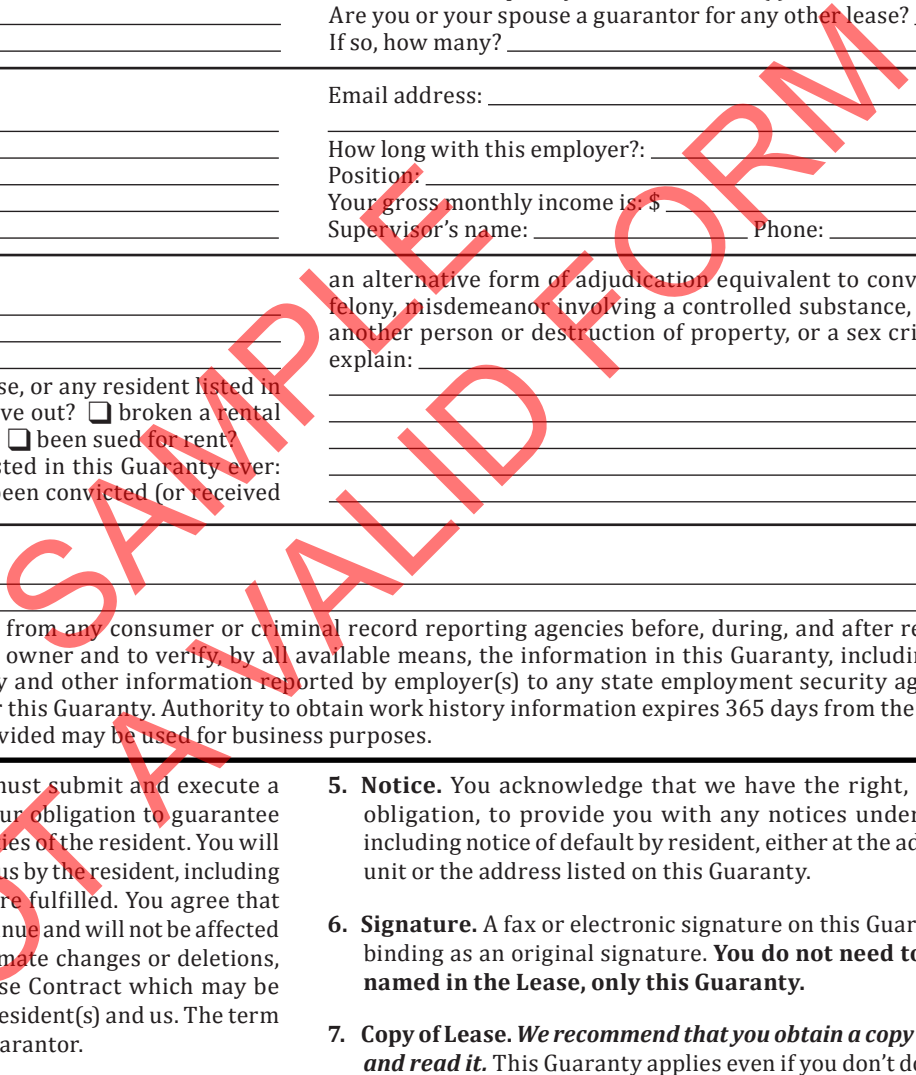
an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: _____

Authorization and Acknowledgment:

You authorize: _____

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner and to verify, by all available means, the information in this Guaranty, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Guaranty. Authority to obtain work history information expires 365 days from the date of this Guaranty. You agree the information provided may be used for business purposes.

- 1. Scope of Liability.** Each guarantor must submit and execute a separate Guaranty. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty refers to the guarantor.
- 2. Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- 3. Location of Performance and Payments.** This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be made in accordance with the Lease.
- 4. Your Information.** You represent that all information submitted by you on this Guaranty is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
- 5. Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty.
- 6. Signature.** A fax or electronic signature on this Guaranty will be binding as an original signature. **You do not need to sign or be named in the Lease, only this Guaranty.**
- 7. Copy of Lease.** *We recommend that you obtain a copy of the Lease and read it.* This Guaranty applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
- 8. Your Acknowledgments.** *You acknowledge that by signing this Guaranty you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, and all other sums which may become due under the Lease.*
- 9. Severability.** If any provision of this Guaranty is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty.



10.Special Provisions. The following special provisions control over conflicting provisions of this printed form:

Signature of Guarantor (*electronic signature documented if blank*)

Date Guaranty is Executed

After signing, please return this Guaranty to: _____ _____ at (street address or P.O. Box) _____ _____ Our telephone number is: _____ <i>You are entitled to a copy of this Guaranty when it is fully signed. Keep it in a safe place.</i>

FOR OFFICE USE ONLY Signature of Guarantor was verified by owner's representative. Verification was by <input type="checkbox"/> phone OR <input type="checkbox"/> in person OR <input type="checkbox"/> virtual. Date(s) of verification: _____ Telephone numbers called (<i>if applicable</i>): _____ Owner's representative who talked to Guarantor: _____ _____

SAMPLE FORM
NOT A VALID FORM



SUPPLEMENTAL RENTAL APPLICATION FOR UNITS UNDER GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS



Date: (when this Application is filled out)

- 1. SUPPLEMENTAL INFORMATION. The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
2. EMPLOYMENT UPDATE. Present employer: Address: City, State, Zip: Work Phone: Position:

3. HOUSEHOLD COMPOSITION. List all persons, including yourself, who will be living in your household.

Table with 5 columns: Number of Persons, Full Name, Relationship, Age, Student Status. Rows for 1-6 persons with checkboxes for Full-time, Part-time, N/A.

Does anyone live with you now who is not listed above? Yes No. Does anyone plan to live with you in the future who is not listed above? Yes No. If you answered "Yes" to any question, please explain:

Are any of the household members listed above: Foster children? Yes No Live-in attendants? Yes No

4. ANNUAL INCOME. List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18).

Table for Annual Income with columns: Gross Monthly Income Source, Applicant, Co-Applicant, Other Household Members, Total. Includes categories like Salary, Overtime Pay, Commissions and Fees, etc.

5. ASSETS. List all assets of all adults and persons in your household, including those under the age of 18.

Table for Assets with columns: Listing of All Assets, Cash Value, Annual Interest, Dividends or Rent from Assets, Name of Financial Institution or Description of Asset, Account Number. Includes categories like Checking Account(s), Savings Account(s), etc.

6. CERTIFICATION. By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept.

7. RECERTIFICATION. If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the Rental Application.

Applicant

Date of Signing Application

Co-Applicant

Date of Signing Application





SUPPLEMENTAL RENTAL APPLICATION FOR NON-U.S. CITIZENS

Each co-resident and each occupant 18 years old and over who is not a U.S. citizen must submit a separate application. Spouses may submit a joint application.



We are requesting you to fill out this Supplemental Rental Application because you have indicated that you are not a U.S. citizen. We are asking all applicants who are not U.S. citizens to fill out this form. We are committed to compliance with fair housing laws and do not discriminate based on race, color, religion, sex, national origin, handicap or familial status. The purpose of this form is:

1. to give you the option to furnish information about an emergency contact person for you in your home country;
2. to verify that you are lawfully in the United States;
3. to determine whether your right to be in the U.S. expires during your Lease Contract term; and
4. to enable us to better cooperate with government officials in the performance of their duties, when requested.

We don't anticipate sharing this Supplemental Application with anyone except government officials who might inquire about you.

ABOUT YOU	YOUR SPOUSE
Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____	Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____
Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____	Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____
Country or countries of which you are a citizen (list all): _____	Country or countries of which you are a citizen (list all): _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____
Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____	Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____
Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States: <input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____ <input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____ <input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____ <input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.	Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States: <input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____ <input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____ <input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____ <input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.
If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below. Country issuing your passport: _____ Your passport number: _____ Expiration date: _____ Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____ Visa expiration date: _____	If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below. Country issuing your passport: _____ Your passport number: _____ Expiration date: _____ Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____ Visa expiration date: _____

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.

Applicant's signature _____
Spouse's signature _____
Date _____

OTHER OCCUPANTS AND RESIDENTS

Names of all persons under 18 and other adults who will occupy the unit.

OTHER OCCUPANT/RESIDENT	OTHER OCCUPANT/RESIDENT
Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____	Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____
Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____	Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____
Country or countries of which you are a citizen (list all): _____	Country or countries of which you are a citizen (list all): _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____
Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____	Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____
Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States: <input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____ <input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____ <input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____ <input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.	Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States: <input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____ <input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____ <input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____ <input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.
If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below. Country issuing your passport: _____ Your passport number: _____ Expiration date: _____ Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____ Visa expiration date: _____	If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below. Country issuing your passport: _____ Your passport number: _____ Expiration date: _____ Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____ Visa expiration date: _____

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.





ASSISTANCE ANIMAL AMENDMENT TO ANIMAL ADDENDUM



Date: _____ (when this Addendum is filled out)

1. APARTMENT DESCRIPTION.

Unit No. _____, _____ (street address) in _____ (city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____ Owner's name: _____

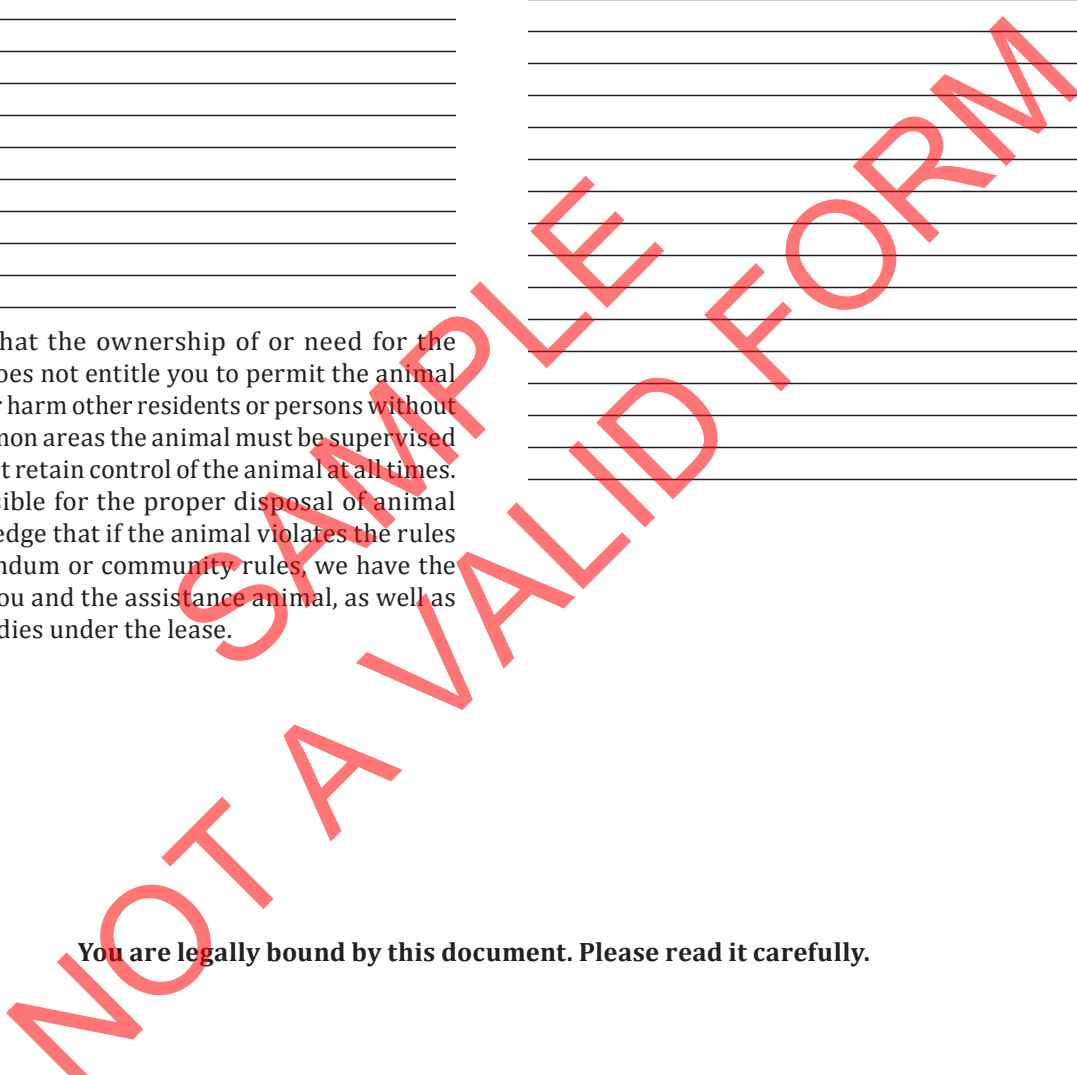
Residents (list all residents):

You acknowledge that the ownership of or need for the assistance animal does not entitle you to permit the animal to bother, threaten or harm other residents or persons without cause. While in common areas the animal must be supervised and the resident must retain control of the animal at all times. Resident is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in the Animal Addendum or community rules, we have the right to evict both you and the assistance animal, as well as exercise other remedies under the lease.

The resident is responsible for the care of the assistance animal. In the event the assistance animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit for your assistance animal. You will, however, be liable for any damages that this animal may cause.

3. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:



You are legally bound by this document. Please read it carefully.

Resident or Residents (All residents must sign)

Owner or Owner's Representative (Signs below)

Date of Signing Addendum





SURETY BOND ADDENDUM
Becomes part of Lease Contract



Date: _____
(when this Addendum is filled out)

This Addendum constitutes an Addendum to the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the Apartment. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company licensed to provide such bonds within the Commonwealth of Kentucky. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

NOT A VALID FORM



SUSTAINABLE LIVING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____, _____

_____ (street address) in

(city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents - leaseholders and occupants):

Occupants:

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

4. ENERGY EFFICIENCY. The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

Thermostat Settings. During the winter months, Energy.gov (<https://www.energy.gov/>) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

Lighting and Light Bulbs. Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

Appliances. We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

Conserve Electricity. Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

5. WATER EFFICIENCY - REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall water consumption at the Community.

Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

6. WASTE AND RECYCLING - REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <https://www.plasticfilmrecycling.org> for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

7. INDOOR ENVIRONMENT AND WELLNESS. The following are guidelines which promote the quality of the indoor environment and wellness:

- This Community is is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.
- Owner provides common area cleaning using only products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units.

8. SEVERABILITY. If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum

NOT A VALID FORM





UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated _____ between _____

("We" and/or "we" and/or "us") and _____

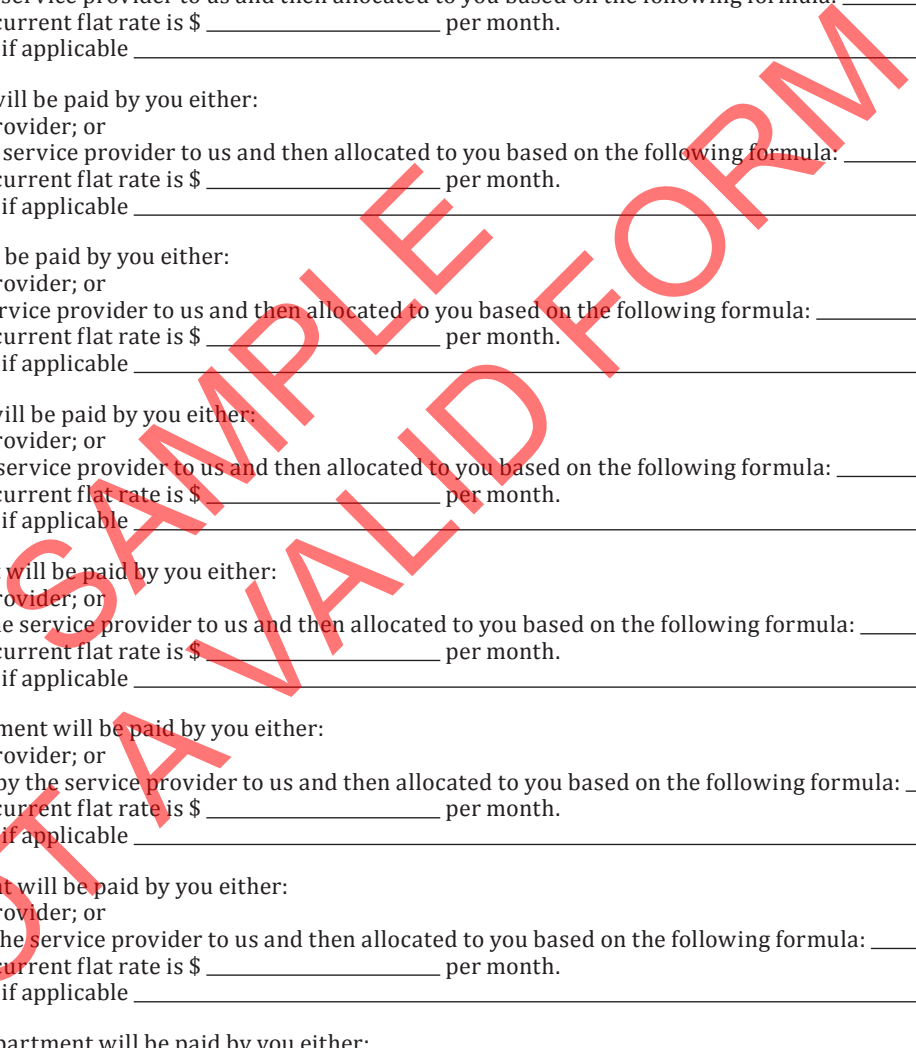
("You" and/or "you") of Unit No. _____ located at _____

(street address) in _____

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) Water service to your Apartment will be paid by you either:
b) Sewer service to your Apartment will be paid by you either:
c) Gas service to your Apartment will be paid by you either:
d) Trash service to your Apartment will be paid by you either:
e) Electric service to your Apartment will be paid by you either:
f) Stormwater service to your Apartment will be paid by you either:
g) Cable TV service to your Apartment will be paid by you either:
h) Master Antenna service to your Apartment will be paid by you either:
i) Internet service to your Apartment will be paid by you either:
j) Pest Control service to your Apartment will be paid by you either:
k) (Other) _____ service to your Apartment will be paid by you either:



- l) (Other) _____ service to your Apartment will be paid by you either:
- directly to the utility service provider; or
 - bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - If flat rate is selected, the current flat rate is \$ _____ per month.
 - 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your Apartment
- "6" - Allocation based on the number of persons residing in your Apartment using a ratio occupancy formula, where allowed by law
- "7" - Allocation based on square footage of your Apartment
- "8" - Allocation based on a combination of square footage of your Apartment and the number of persons residing in your Apartment
- "9" - Allocation based on the number of bedrooms in your Apartment
- "10"- Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes and regulations, including any required efforts to ensure you are not charged for common area usage. Under any allocation method we will, as possible, avoid including in the utility billing, any portion of common area usage, we may include other residential units as well as administrative fees in the billing. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below, where allowed by law.

New Account Fee:	\$ _____ (not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____ (not to exceed \$ _____)
Late Fee:	\$ _____ (not to exceed \$ _____)
Final Bill Fee:	\$ _____ (not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the Apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your Apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the Apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Apartment due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.



WASHER AND DRYER ADDENDUM



1. APARTMENT DESCRIPTION.

Unit No. _____,

_____ (street address) in

(city), Kentucky, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

4. OWNER SUPPLIED WASHER AND DRYER.

A. Washer and Dryer Rental Fees. We agree to rent to you a washer and dryer for the sum of \$ _____ per month, beginning on _____ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

B. Identification of Washer and Dryer. You are entitled to exclusive use of a:

- Full Size
- Stackable
- Other: _____

Washer Model/Serial Number:

Dryer Model/Serial Number:

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you

shall not remove the equipment from the Apartment. Removal of the equipment from the Apartment without our prior written consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

C. Responsibility for Damages. You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

D. Insurance. At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

5. ACCESS TO WASHER AND DRYER; EMERGENCIES.

You agree to allow our agent(s) access to the Apartment and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the Apartment and the equipment in the event of an emergency, as provided by law.

6. RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER.

You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the Apartment, you shall pay us the actual cost of replacing the equipment.

7. ADDITIONAL PROVISIONS.

You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You shall remain liable for all amounts due under this Addendum until you vacate the Apartment, including holding over or month-to-month periods, and all provisions of this Addendum will remain in full force and effect during such periods.



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

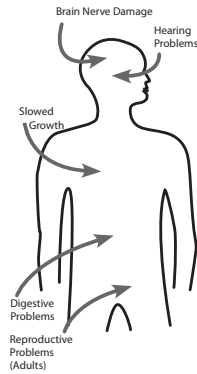
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

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Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windowsills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

*Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

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U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

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Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Apartment Name & unit number OR street address of dwelling

City

Lessee (Resident) Date

Lessee (Resident) Date

Lessee (Resident) Date

Lessee (Resident) Date

Lessee (Resident) Date

Lessee (Resident) Date

Lessor (Owner)

Agent

Date

Date