

LEASE ADDENDUM

This Addendum is to be incorporated into a Lease entered into between TnT Flinchum Property Management Corp, hereafter referred to as the Owner,

and _____ hereafter referred to as the

Resident(s), pertaining to a property referred to as _____.

Said Lease was entered into as of _____.

1. Rental Payments - Resident(s) will write one (1) check or money order payable to TnT Flinchum Property Management Corp. Payments will only be accepted from Resident(s) or guarantor(s). Money will be applied first to Security Deposit, second to outstanding fees, and third to rent. **Rent is due on or before the first day of the month, late on the second, and late fees will apply after 5 pm on the fifth. If the fifth of the month falls on a weekend or holiday, rent will need to be paid by noon the following business day after the fifth.** There is a 10% late fee on the sixth of the month. There is a \$25 returned check fee, as well as late fees due for the month the check was to pay for. If not paid within 5 days of notification, Resident is subject to legal proceedings. Owner may require payments to be made by certified or cashier's checks, all delinquent payments must be made in this manner as well. **A \$10 fee will be charged for each multiple payment and a \$50 research fee if a review of the account is requested due to multiple payments.** Returned checks will not be re-deposited. After two (2) returned checks on an account, personal checks will not be accepted, only certified funds. **No cash will be accepted.** In the event of any legal proceedings due to the lack of rental payments, or any other lease violation, Resident(s) will be charged a \$50 administrative fee as well as any applicable court filing fees and attorney fees.

2. Filters (if applicable) - Resident is responsible for replacement of heating/cooling system filters each month. Any damages incurred due to neglected or improperly installed filters will be a Resident charge. Resident may contact Owner with any questions.

3. Smoke Detectors - Resident acknowledges the presence of operational smoke detectors in their unit. Resident understands that they are responsible for checking and replacing batteries when needed, as well as contacting the Owner if the detector becomes inoperable. If it is found that the batteries have been removed, they will be replaced & resident will be responsible for cost of batteries and service call.

4. Outdoor Grilling - Open flame cooking shall not be operated on combustible balconies or within ten (10) feet of combustible construction according to state law.

5. Exterior Appearance - Resident is responsible for exterior appearance of the rental unit to conform to TnT Flinchum Property Management Corp. standards, i.e. no trash, upholstered furniture, or other items on decks, breezeways, hallways, porches patios, yards, etc. Also, no sheets, towels, blankets or any other non traditional window covering will be allowed. If trash, furniture, etc. has to be removed from your rental property, you will be billed at least a minimum charge of \$50 per occurrence. No driving on the lawn and no vehicles parked on lawn without written permission, any vehicle found on lawn will be towed without notice and resident will be responsible for any and all damage to underground utilities and lawn repair. All vehicles on premises must be operable with current license plates and no tarps or covers allowed. No vehicle repairs on the premises. No storage units, PODS, boats, campers, trailers, etc., are permitted on the property without prior written approval of owner.

6. Maintenance - Maintenance work should be reported to TnT Flinchum Property Management Corp. at 951-1075, as soon as Resident is aware there is a problem. There is an answering machine after hours for emergency maintenance. Lockouts during business hours, resident may come to Office with proper identification to borrow key. After hours, Residents will need to call a locksmith directly at their own expense. Resident is responsible for any maintenance that is the result of Resident or guest negligence, abuse, or damages. If the amount is not paid within fifteen days after billing, the outstanding fee will be paid first with any monies received before being posted to rent. Before requesting maintenance, Resident should communicate with roommates to avoid duplicate work orders. Owner is not responsible for the interruption or malfunction of an appliance or fixture provided to Resident, to include but not limited to maintenance requests requiring repair or replacement parts to be ordered; Owner is also not liable for damages incurred (i.e. loss of food) as a result of the malfunction. Resident is responsible for the replacement of all light bulbs.

7. Alterations - The Lease prohibits alterations to the residence without prior written authorization of the Owner. This can include but is not limited to the installation of shelves, painting, wallpapering, etc. Nothing is to be attached to the exterior of the property without prior written permission of the Owner (this includes satellite dishes). Interior door locks are prohibited. Locks will be removed at Resident's expense. Owner must have access for maintenance and showings. Entry door locks are not to be changed without prior written consent of the Owner.

8. Renters Insurance - Personal property loss **is not** Owner's responsibility, and Residents are strongly urged to obtain appropriate renter's insurance if Resident is not covered under another policy. Owner is not allowed by law to insure someone else's property. If Owner allowed a waterbed on this lease, proof of insurance is required, and a copy must be provided to Owner prior to the waterbed installation.

9. Lease Expiration - Any items left in the rental unit after **noon** on the date of lease expiration will be considered abandoned and removed at Resident's expense. No items are to be left for future residents. Resident is responsible for the damages sustained by the Owner including but not limited to storage, hotel, meals, mileage, etc payable to new Resident, and will be charged a penalty of \$50 per day **plus** rent for each and every day after the vacating date the Residents stay in possession of the property.

10. Move-Out Inspections - Residents are encouraged to be present for their Move-out inspection, by state law you will need to request this in writing seventy two hours prior to your Lease expiration. All removal of possessions and cleaning must be done prior to the appointment or the inspection will be made at a latter date without your presence. Smoke detector batteries and all light bulbs must be present and working (replacement of a standard incandescent bulb is \$1.00, other bulbs run more). All keys are to be returned, if less than the number given at Move-In, locks will be replaced or rekeyed. A forwarding address needs to be provided at Move-Out or the refund will be sent to the last known address (the vacated property's address). If an appointment is made and the resident does not have everything removed from the premises and is not ready for the inspection, a \$50.00 service charge will be made and the follow up inspection will be at management's convenience. If pictures are necessary to document damages to the premises the cost of these will be the residents' responsibility. Any items left in the property will be removed and stored for at least 10 days and then disposed of, all at resident's expense, unless resident provides written permission for disposal instead of storage. Disposal is still at the resident's expense and storage fees are at least \$50 per day.

11. Security Deposit Refund/Invoice - The Security Deposit will be refunded within the time allotted by state law. The Security Deposit will be returned in one check made payable to all leaseholders, unless requested differently in writing, signed by all lease holders prior to Move-Out. If monies are owed, over and above the Security Deposit, the invoice will be handled the same as a refund and mailed only to one address, unless requested differently in writing, signed by all lease holders prior to Move-Out. If a refund check is lost in the mail, a new check will not be re-issued until 30 days after the original check has been mailed. If residents insist on an earlier re-issue, there will be a \$40.00 stop payment fee deducted from the refund amount.

12. Utilities - Resident's are responsible for having all utilities in their name from the lease commencement date until five days after the lease expires unless otherwise stated in the Lease. Residents hereby give permission to owner (TNT) to obtain any utility information. During cold weather, Resident's are required to maintain the heat at a minimum of 60 degrees Fahrenheit. Failure to do so will result in Resident's responsibility to pay damages from frozen water pipes for this residence and/or adjoining residences.

13. Condition Report - Resident will receive and sign for a condition report on date of move-in, which must be completed by the resident(s) and returned within seven days. Failure to return condition report within the time allowed would result in resident accepting the unit as-is and resident will be responsible for all damages. Resident understands and agrees that the Owner is not responsible for completing turnover work prior to the move-in date (i.e. carpet cleaning, maintenance repair, etc.) when there is less than five working days between the previous move-out date and the new commencement date.

14. Resident Changes On Current Leases - Any new Resident understands that the property is accepted as-is. Final move-out assessments will be against those Residents on the last Lease. If Residents are being added to an existing Lease and do not wish to be held responsible for existing damages, Resident should not sign this Lease or move-in. Any outgoing resident (roommate) moving out of the property will need to receive their security deposit from the incoming resident. Residents are responsible for settling the security deposits among themselves. Owner is not responsible for settling disputes among Residents.

15. Resident Changes On Renewal Leases - Any new Resident understands that the property is accepted as-is. New residents on a renewal lease must pay their portion of the Security Deposit (based on the number of residents on the lease) when their application is turned in. If resident is being added to a lease which is being renewed they along with the renewing residents are responsible for turning in a list of damages within 7(seven)days of the new lease begin date. If no damages are turned in the portion of the Security Deposit will be refunded to the vacating resident(s) without deductions. Owner is not responsible for settling disputes among Residents.

16. Carpet Cleaning – Carpet in all rooms will be professionally cleaned by a TNT approved carpet cleaning company and will be deducted from your Security Deposit. Personal cleaning with a rental machine or receipt for professional cleaning is **not** acceptable

17. Alternate Heating - No Kerosene or other types of alternative heating will be permitted on premises. Resident is responsible for any damages to the property caused by use of any alternate heating.

18. Lawn Care - All lawn and shrubbery is to be maintained by residents. If not properly maintained, Owner will give resident 24-hour notice to correct the problem(s), and then will have work performed at the expense of the Resident. If lawn or weeds have grown over 12 inches, owner will have work performed without notice to resident. Resident agrees to pay for such work within fifteen days of being billed. If not paid, the outstanding fee will be paid first with any monies received before being posted to rent.

19. Pets - No pets allowed **visiting or otherwise** unless a Pet Addendum is executed by owner. If allowed, there is a \$250 pet deposit per pet and an additional \$25 per month per pet rent due; or \$35 per month per pet rent due. Only pets listed on the pet addendum will be allowed. No more than two pets will be allowed at any property and the pound limit is 35 lbs. each. Resident agrees to have entire unit fumigated professionally for fleas and odors upon vacating and will provide TnT with paid receipt from a licensed exterminator or TnT will have unit fumigated and deduct charge from resident's Security Deposit. If owner feels pet has become a nuisance, Owner reserves the right to have resident remove the pet from the premises with 24-hour notice. Failure to do so could result in eviction proceedings. If an unauthorized pet is found in the property (visiting or otherwise, indoor or out), **a non-refundable \$200 per pet per month pet fee** will be levied; the pet must be removed; an interim inspection will be made; damages will be assessed with payment due upon receipt; and unit will be professionally fumigated at Resident's expense. If illegal pet fee is not paid, the outstanding fee will be paid first by any monies received before being posted to rent.

20. Sublease or Roommate Change - No subletting or roommate changes on/of the premises or assignment of the Lease may be made without written permission of Owner in advance. Prior to any sublease, rents must be made current, a sublease fee of \$125 paid, and a sublease agreement signed specifying all responsibilities. Prior to any roommate change, rents must be made current, a roommate change fee of \$75 paid, and a roommate change agreement signed specifying all responsibilities. Any new resident must complete an application, pay the \$10 application fee and be approved by TNT. If possession is abandoned or obtained by the Owner, resident is responsible for a \$250.00 rental fee.

21. Lease Responsibility - All Residents and guarantors signed on a Lease will be held jointly and severally responsible for all terms and conditions of this Lease and any Addendums of the Lease.

22. Renewal Letters - If a lease renewal is offered, Owner will notify Resident by December each year of any rental increases or changes in the Lease for the next year. Residents will return letter by date specified with intentions of extending Lease. If Resident does not return renewal letter by date specified, Resident understands that the Owner has the right to begin showing the unit for rental. The residents must provide a telephone number or the unit will be shown during business hours without notice.

23. Heating Bills - Where owner provides heat, Residents must keep windows, storm windows, and doors closed to prevent heat from escaping. If a Resident is found to violate this clause, the Resident will be billed for the heat for the entire month in which the violation occurred.

24. Snow Removal - Residents understand that neither the Owner nor Management Company are responsible for removing snow or ice from sidewalks, steps, stoops, patios or decks. Owner and Management Company will not be responsible for removing snow from around vehicles that has been plowed in by snowplow.

25. Mold and Mildew. Resident(s) acknowledges that it is necessary for them to maintain appropriate climate control, keep their dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. Resident(s) agree to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Resident(s) agree not to block or cover any heating, ventilation or air-conditioning ducts. Resident(s) also agree to report immediately in writing to Owner: (i) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common area; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. Resident(s) further agree that they shall be responsible for damage to the dwelling unit and their personal property as well as any injury to them and all occupants of the dwelling unit resulting from their failure to comply with the terms of this paragraph.

26. Extermination – services in single-family detached dwellings are charged to the resident, in multi-family and attached premises, they are provided at the Owner's expense unless necessitated by resident's actions or inactions in maintaining the premises.

27. Roof Access – Resident(s) acknowledges that even though there may be access to the roof from one or more of their windows **NO** access to the roof is allowed. Anyone found on the roof without permission will be subject trespassing charges and will be responsible for any and all damages and cost to have roof inspected for damages.

By signing this, I certify that I have read and understand items 1-26 of this Lease Addendum.

Resident Date

Resident Date

Resident Date

Resident Date

Agent Signature