

### 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. **The Application** – is made a part of the lease and if any of the statements made in the application or lease are found to be untrue, Owner reserves the right to cancel the lease and repossess the apartment.
2. **If Resident Fails to Occupy the Apartment** and pay rent to the Owner for the minimum time provided in this agreement, Owner will be entitled to use the deposit and prepaid rent to apply against any damages sustained by the Owner as a result of the Resident's failure to occupy the apartment.
3. **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.
4. **Smoke & Carbon Monoxide Detectors** - Resident acknowledges the presence of operational smoke and/or carbon monoxide 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.
5. **Outdoor Grilling/Fire Pits** – Open flame cooking shall not be operated on combustible balconies or within ten (10) feet of combustible construction according to state law. Outdoor fire pits of any kind are not allowed.
6. **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. 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.
7. **Trash & Garbage** – Resident agrees not to place trash cans or garbage in halls, on stoops or patios/decks at any time. Trash & garbage shall be properly stored in containers at all times. Resident will separate garbage & properly dispose of garbage to promote recycling and be in compliance with local recycling ordinances. Resident will properly bag, remove & deposit garbage or debris in the proper waste removal container. Resident shall not dispose of large items at dumpster or curb at any time. . 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.
8. **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. Resident understands that all labor charges for maintenance to repair damages exceeding ordinary wear and tear on the premises will be at a base rate of \$40.00/hour/man, though rates for specialized and/or third-party contractor repairs may exceed this rate. In the event the services of specialized and/or third-party contractors is required, Resident also agrees to pay an administrative fee to Owner in the amount of ten percent (10%) of the total amount due for parts and labor charges of the repair. Resident agrees to pay all such charges immediately upon presentment of the bill by Owner. 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.
9. **NO ALTERATIONS** - The Lease prohibits alterations to the residence without prior written authorization of the Owner. Resident agrees to leave walls painted in the original color/condition as presented at move-in. This can include but is not limited to the installation of shelves, painting, wallpapering, etc. Nothing is to be attached or affixed to the exterior of the property without prior written permission of the Owner. In addition, satellite or digital television receiver dishes may NOT be placed or located in the front of any building. Prior to installation of satellite and digital television receiver dishes, the residents MUST contact the Owner for written permission and to receive instructions regarding where such devices may be located on the premises. 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.
10. **Portable Washers and Dishwashers** – Residents agree that they will not install or use portable washing machines and/or portable dishwashers. Residents may only use pre-approved appliances in the premises, which are provided by the Owner. In no circumstances may Residents drain any water from portable dishwashers or portable washing machine appliances into sink drains.
11. **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.
12. **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.
13. **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. If resident fails to schedule and attend Move-Out Inspection this shall constitute concurrence by resident of management's assessment of charges for damages or cleaning. All removal of possessions and cleaning must be done prior to the appointment or the inspection will be made at a later date without your presence. Smoke detector and/or carbon monoxide 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 before or during your scheduled inspection. No exceptions will be made. 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. In the event a Resident elects to contest final damage charges assessed by the Owner, and the Resident was not present for the final walk-through inspection of the premises, Resident agrees that Owner may charge a \$45.00 administrative fee to retrieve and copy inspection records. Residents understand and agree that they must dispute any damage charges in writing and deliver any such written dispute letter to the Owner at the address indicated on the Lease.
14. **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.
15. **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. In the event Resident fails to maintain utilities on the premises in his/her own name for the period indicated, and Owner must pursue payment of utilities from the Resident, Resident agrees to be responsible for a **\$35.00** administrative fee to the Owner for each and every bill.
16. **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.

**17. 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.

**18. 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 accepting any and all damages except for what was noted on the original move in report. If no Roommate Change Form has been executed then the Incoming Roommate is responsible for reporting damages to be deducted from 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.

**19. Permission to discuss information with Guarantor** - If a Guarantor was required by Owner to guarantee payment of rent and damages by Resident according to the terms of the lease, Resident grants permission to the Owner to discuss any information regarding the lease and the Resident's circumstances. Owner will discuss any information regarding Resident's tenancy with the Guarantor, including but not limited to Resident's renewal of the lease, any changes or amendments to the lease, and any circumstances in which Residents' rental payments are delinquent. Resident still assumes full responsibility to share any such information with their Guarantor. The Residents represent that prior to entering this Lease to occupy the premises that they had prior knowledge and familiarity with each other, and that this was a primary factor in their decision to share the premises. The Residents, and their Guarantors, further represent and agree that they agree to be jointly responsible for damages in the premises. In the event a Resident is evicted or otherwise excluded from the premises by legal action, and/or voluntarily delivers possession of the premises prior to the end of the term of the current Lease, all Residents agree that the written approval of remaining Residents MUST be obtained prior to allowing any new resident to sublet or replace the outgoing Resident on the current Lease, and/or on any renewal Lease entered by the outgoing and remaining Residents. Remaining Residents agree to act in good faith, and in reasonable circumstances to grant their permission to allow another person to occupy the premises for the remaining term of a current Lease, and to allow another person to enter a renewal Lease to take the place of the outgoing Resident.

**DO NOT SIGN THIS LEASE, AND/OR ANY APPLICABLE GUARANTEE AGREEMENT, IF YOU ARE NOT IN COMPLETE AGREEMENT THAT THE APPROVAL OF REMAINING RESIDENTS MUST BE OBTAINED PRIOR TO ALLOWING ANY ADDITIONAL OR REPLACEMENT RESIDENTS TO OCCUPY THE PREMISES ON CURRENT AND RENEWAL LEASES.**

**20. 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.

**21. 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.

**22. Pets** - No pets allowed **visiting or otherwise** unless a Pet Addendum is executed by owner. If allowed, for the first pet there is a \$250 pet deposit and an additional \$35 per month pet rent due; or \$45 per month pet rent due. If there is a second pet with a \$150 pet deposit and an additional \$15 per month pet rent due; or an additional \$20 per month 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 40 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 \$250 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.

**23. Water Beds** will not be allowed under any circumstances because of their enormous damage potential. Any violation will result in immediate eviction and Resident will be liable for any and all damages to the building(s).

**24. NO Subletting, No Company Transfers or Resident Changes** – on/of the premises or assignment of this agreement may be made without written permission of the owner and all residents who will remain in possession of the premises in advance. Resident hereby agrees to comply with Owner's written statement concerning policy and procedure. A copy of said written statements shall be available in the rental office upon request. Subleases are subject to building profile. Prior to any sublease, rents must be made current, a sublease fee of \$200 paid, and a sublease agreement signed specifying all responsibilities. Prior to any roommate change, rents must be made current, a roommate change fee of \$125 paid, and a roommate change agreement signed specifying all responsibilities. Any new resident must complete an application, pay the \$20 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.

**25. Renewal of Lease** – At least sixty (60) days before the expiration of the original or any renewal term of this lease, the Resident must give written notice of his intention to renew the lease or his intention to allow his lease to expire. Lack of a written sixty (60) day vacating notice or Resident's failure to surrender possession of the premises at lease expiration will result in the Owner applying the Security deposit against any rent loss or damages sustained. The Owner shall have the right for sixty (60) days prior to the expiration of the term or any renewal period to have applicants admitted at all reasonable hours to view the premises until rented, if not such notice is received by the Owner

**26. Renewal Letters** - If a lease renewal is offered, Owner will notify Resident by November 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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 1-31 of this Lease Addendum.**

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

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

\_\_\_\_\_  
Agent Signature