

## LEASE ADDENDUM

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** – 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. Grills 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. For lockouts during business hours, resident may come to Office with proper identification to borrow a 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 up to \$100.00/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 This 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 \$100.00 per day **plus** rent for each and every day after the vacating date the Residents stay in possession of the property. There will also be additional charges per vendor for working overtime.
- 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 at least 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 Owner/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.
- 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 the Security Deposit refund hasn't been received via the mail and Resident insists on having a new check reissued before 30 days past issue date, there will be a \$50 fee. If the Security Deposit refund is not received because Resident did not provide a forwarding address and a new check is reissued there will be a \$50 fee. If separate checks are needed for each resident and this was not requested prior to Move-Out and new checks are reissued, there will be a \$50 fee.
- 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.

