

Addendum List

Payment Policy Addendum

Apartment Number: _____

I, _____ understand that the rent is due on the first day of the month and is considered late after the fifth day of the month. Only one rent check is accepted per apartment. Rent may be paid in the form a personal check, cashier check or money order. There will be a late fee assessed in the amount of \$50.00 on the 6th until rent is paid in full. Any payments received on or after the sixth of the month must be paid in the form of a cashier's check or money order. There is a returned check fee of \$25.00 for any returned check. One returned checks for non-sufficient funds will require future payments be made in the form of cashier's check or money order only. I understand that rent paid with an insufficient check is late rent and will require late payment in addition to NSF fee. I also understand that the eviction proceedings can begin on the sixth day of the month if my rent has not been paid in full.

I have read and acknowledge all of the above policies. (INITIAL)

Resident: _____ Date: _____ Manager: _____ Date: _____
Resident: _____ Date: _____

Lease Termination Addendum

Apartment Number _____

Resident may terminate the lease prior to the lease termination date under the following provisions:

1. Resident MUST submit a written notice to the leasing office a minimum of 60 days prior to the desired lease termination date. The notices will ONLY go into effect between the first and the fifth of the month. Resident will be responsible for payment of rent during the notice period.
2. Resident must pay a lease termination fee in an amount equivalent to two months rent on the leased premises. Such payment must be made in conjunction with submitting the written notice to the leasing office.
3. Resident will be responsible for reimbursement of any concessions or rent discounts received by Resident over the term of the lease. Such payment must be made on the last day of occupancy in conjunction with keys returned to the leasing office.
4. Resident must leave the apartment in clean, undamaged condition and return all keys to the leasing office on the last day of occupancy. Resident is responsible any cleaning or damages above normal wear and tear.

I have read and acknowledge all of the above policies. (INITIAL)

Resident: _____ Date: _____ Manager: _____ Date: _____
Resident: _____ Date: _____

Crime Free Lease Addendum

1. Resident, any member of the resident's household or guest or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity on or near the said premises. "Drug related criminal activity" means illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sale, distribution or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 U.S.C. 802).

2. Resident, any member of the residents household or guest or other person under the residents control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the said premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or guest.

4. Resident, members of the household or guest or other person under the residents control Shall not engage in the unlawful manufacturing, selling using, storing, keeping or giving of a controlled substance, as defined in I.C. 35-48 at any location, whenever on or near the dwelling unit, premises or otherwise.

5. Resident, any members of the resident's household, or guest or another person under the residents control, shall not engage in any illegal activity, including prostitution, as defined on I.C. 35-45-4-2, criminal street gang activity as defined in I.C. 35-45-9-1 threatening or intimidating as prohibited by I.C. 35-45-2-1, battery as prohibited in I.C. 35-42-2-1, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of this lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenants or involving imminent or actual serious property damage.

6. Violation of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of tenancy. A single violation of any provision of this added addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal convection, but shall be by a preponderance of the evidence.

7. In case of conflict between provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Resident.

I have read and acknowledge all of the above policies. (INITIAL)

Resident: _____ **Date:** _____ **Manager:** _____ **Date:** _____
Resident: _____ **Date:** _____

Pet Addendum To Lease Agreement

1. Resident agrees that only the pet described and named below will occupy their premise. Breed restrictions include Pitt bull, German Shepard, Doberman, Dalmatian, Rottweiler or Chow. This includes mixes of these breeds. NO VISITING PETS ALLOWED. (The ONLY exception to these policies would be pets which are designated as service animals and required to accompany a resident with a verified disability fir the specific purpose of aiding that person).

2. Resident agrees that pet will be kept inside the apartment at all times except when being walked on a leash by Resident and under the control of Resident. Resident shall not tie pet to any object outside the apartment. Resident must pick up after pet at all times and pet must be walked I designated area only. **If compliance is not met, resident can be fined \$50.00 in accordance with the Lexington city ordinance.**

3. Resident agrees that if that pet becomes annoying, bothersome or in any way a nuisance to other Residents or to the apartment operation, Resident will immediately upon notice from the Management to remove the pet from the premises.

4. Resident shall be strictly liable for the entire amount of any wrongful death or injury to the person or property of others caused by pet. Resident shall indemnify Management for all costs resulting from same, including but not limited to litigations cost and attorney's fees.

5. Resident agrees to deposit with the management, upon execution of this supplementary pet lease agreement, the additional sum of \$150.00 for one pet and \$200.00 for two pets. PET FEE IS NON REFUNDABLE. There will also be a monthly charge of \$10.00 for one pet and \$15.00 for two pets as pet rent. **If there is any damages to the apartment at the time of your move out, resident agrees to pay the cost. Resident understands that no part of the non-refundable pet fee or pet rent is applied to these damages.**

6. All residents with pets are required to submit a veterinarian statement prior to the acceptance of the pet establishing pet's weight, general health, neutered status of shots. A maximum of two pets per apartment will be allowed.

7. No Caged animals are allowed without WRITTEN consent from the management.

Management reserves the right to determine what animals are accepted at all times.

Type of pet: _____ Age _____ Breed _____
Weight _____ Name _____

I have read and acknowledge all of the above policies. (INITIAL)

Resident: _____ Date: _____ Manager: _____ Date: _____
Resident: _____ Date: _____

Mold and Housekeeping Obligations Addendum

Tenant is required to maintain the leased premises in a clean, safe and sanitary condition at all times, including disposing of all garbage and other waste promptly by placing it in plastic trash bags in the dumpsters provided. Tenant is required to undertake such cleaning and efforts as is necessary to maintain the kitchen and bathrooms in an absolutely clean and sanitary manner such that mold is not allowed to form or reproduce.

Tenant shall immediately notify Management in writing of the observation of any electrical problems, heating and air conditioning malfunction, crack in plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, leaky roof, spongy floor, leaky water heater, termite activity, or water leakage on ceilings, floors or other areas, any evidence of water intrusion, through leaking faucets, or otherwise, any mold or mildew that is seen on tiles or other surfaces in the bathrooms, any odor or other evidence of an unusual nature that may indicate the presence of mold, and any other conditions that may pose a hazard to property, health or safety.

I have read and acknowledge all of the above policies. (INITIAL)

Resident: _____ **Date:** _____ **Manager:** _____ **Date:** _____
Resident: _____ **Date:** _____

Smoke Detector Lease Addendum

_____ Tenant(s) of Apartment # _____ agrees that the smoke detector(s) located in the apartment has been installed and checked by maintenance and management of the apartment community. Tenant agrees that the smoke detector(s) should be checked monthly, by the tenant, as long as the said Tenant continues to occupy the apartment. Tenant agrees to contact the office immediately upon discovering non-functioning smoke detector(s). In addition, the Tenant is responsible for keeping the smoke detector(s) attached at all times. Management will not be liable for unattached smoke detectors, or non-functioning smoke detectors that have not been reported to the office for repairs.

I have read and acknowledge all of the above policies. (INITIAL)

Resident: _____ **Date:** _____ **Manager:** _____ **Date:** _____
Resident: _____ **Date:** _____

I have read and agreed to all terms and conditions outlined in the above Addendums.

Resident: _____ **Date:** _____

Manager: _____ **Date:** _____