

**LEASE AGREEMENT - COPY**

This LEASE is an undivided \_\_\_\_\_ interest in the apartment listed below.

This Indenture of lease made between Fox Run, the Lessor, and \_\_\_\_\_ the Lessee(s), and \_\_\_\_\_ (sublessors).

Witnesseth: That said Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by said Lessee(s), has demised, and leased, and does hereby demise and lease, to said Lessee(s), the following premises, to-wit: \_\_\_\_\_ for the term of \_\_\_\_\_ year, commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and terminating on the \_\_\_\_\_ day of \_\_\_\_\_

Lessee(s) agrees to pay, as for rent of said premises, the sum of \_\_\_\_\_ per year, payable \_\_\_\_\_ monthly in advance on the 1<sup>st</sup> day of each month, the first month's rental shall be paid before the occupancy of the premises by the Lessee(s). Upon execution of this lease, Lessee(s) shall deposit with the Lessor the sum of \_\_\_\_\_ to insure that upon vacancy, the premises shall be left in the same condition of cleanliness and with all of its contents intact, natural wear and tear excepted, as upon the Lessee(s) entry on the same, and shortage or expense in cleaning to be deducted from the deposit. Lessor or his agent with the Lessee(s) will inspect the apartment and if there is no damage, if the apartment is clean and if the terms of this lease have not been violated, the Lessor will refund to the Lessee(s) the balance of the aforesaid security deposit less any charges levied against said deposit. Charges against the aforesaid security deposit shall be made in accordance with the Schedule of Charges for damage and repairs, currently in affect, a copy of which has been delivered to the Lessee(s) and is made a part hereof.

Lessee(s) shall be solely responsible for and shall pay for all utilities supplied to the subject rental unit which are supplied through a single metering device which solely services said rental unit. In regard to the subject rental unit, these utilities are \_\_\_\_\_

In addition to the aforesaid rent, the Lessee(s) agrees to reimburse the Lessor on a monthly basis for all utilities supplied to the subject rental unit which are supplied through a single metering device serving more than one rental unit. Lessee(s) share of said utility expense shall be calculated by dividing the total monthly-metered expense (including any portion contained therein for common areas) by the number of occupied rental units being serviced by the single meter.

In addition to the aforesaid rent, the Lessee(s) agrees to reimburse the Lessor on a monthly basis for all utilities supplied to the common areas provided for the subject rental unit which are supplied through a metering device which solely serves said common areas. Lessee(s) share of said utility expense shall be calculated by dividing the total monthly metered expense by the number of occupied rental units for which the subject common area have been provided. Said charge to the Lessee(s) is subject to the maximum limitation hereinafter set forth.

In addition to the aforesaid rent, the Lessee(s) agrees to reimburse the Lessors on a monthly basis for all rubbish service supplied to the subject rental unit which are supplied as a common service to more that one rental unit. Lessee(s) share of said rubbish service shall be calculated by dividing the total monthly expense by the number of occupied rental units to which the common rubbish service is provided. Said charge to the Lessee(s) is subject to the maximum limitation hereinafter set forth.

Lessor agrees that the common area utility and common rubbish service charges referred to in the immediately preceding two paragraphs shall not exceed a total of \$30.00 per month per unit.

Lessee(s) agrees that any unpaid utility and/or rubbish reimbursement charges shall be deducted from his/her security deposit by the Lessor upon the termination of the lease.

I/we hereby acknowledge that we have read over the immediately preceding six (6) paragraphs relative to the payment of utility and rubbish charges and agree to same \_\_\_\_\_

It is agreed that the Lessee(s) shall not assign or underlet the premises or any part thereof, without the written consent of the Lessor in which case the original Lessee(s) shall still continue to be liable for the performance of the original lease and any transfer by operation of the law shall terminate the Lessee(s) interest in the lease. There will be a \$50.00 charge for any sub-lease written. It is agreed that the Lessee(s) shall not assign or underlet the premises or any part thereof without the written consent of the Lessor in which case the original Lessee(s) shall still continue to be liable for the performance of the original lease and any transfer by operation of the law shall terminate the Lessee(s) interest in the lease.

Sublessor(s) the balance of the aforesaid security deposit plus any charge levied against said deposit. Charges against the aforesaid security deposit shall be made in accordance with the Schedule of Charges for damage and repairs, currently in affect, a copy of which has been delivered to the Sublessee(s) and is made a part hereof.

Absolutely no pets allowed on the remises at any time. I/we hereby acknowledge and agree to same. \_\_\_\_\_

Lessee(s) agrees to use and occupy the premises in a safe, careful and proper manner; not to at in such a way as to disturb or annoy other tenants of building; that no pet shall be kept or harbored in the premises; Lessee(s) shall not drive picture nails larger than 5 lb. Test and no more than 2 per wall and none in the woodwork of the premises nor permit the same to be done; not to obstruct common stairways and passageways which shall not be used for any purpose except for ingress and egress to and from the premises; make no alterations or additions on the premises without the consent of the Lessor; Lessee(S) shall not place in the drainage or sewer system any foreign objects or matters that should cause blockage or damage thereto, and if this is done the Lessee(s) shall be responsible for removal thereof and damages thereto. If hanging own window coverings, they are to be white to the outside. No smoking permitted at any time in the hallways of the buildings. Any damage resulting from non-compliance of this rule will be billed to all residents in the building.

Lessor has the right, and Lessee(s) consents thereto, to enter the leased premises at any reasonable time upon reasonable notice to Lessee(s) to remove pets being kept or harbored in the premises.

Lessor or Agent shall have the right to show the premises to prospective tenants for a period of thirty (30) days prior to the termination of this lease. Lessee(s) shall permit Lessor or its Agents or employees to have access to and enter said premises at any reasonable time upon reasonable notice to inspect the premises or for any purpose connected with the repair, improvement, care and management of the premises and the building in which the same are situated.

Lessor has the right, and the Lessee(s) consents thereto, to enter the leased premises between the hours of 8:00am and 6:00pm during the first five days of each month during the term of this lease for the purpose of inspection, service, maintenance and repair, and Lessee(s) agrees and acknowledges that this shall be sufficient notice in this respect.

It is agreed between the Lessor and Lessee(s) that a condition list indicating condition of the apartment parts and contents thereof at the time of occupancy and charges for repairs or replacement in regard thereto, will be completed by Lessor and Lessee(s), and be attached hereto and made a part hereof. It is agreed that this condition list will be the sole determination of the condition of the items indicated thereon at the time of occupancy and will be used by Lessor in determining damage that may occur during the occupancy of the leased premises. The condition list must be completed on the first day of occupancy, and signed by both Lessor and Lessee(s). It is the responsibility of the Lessee(s) to schedule a check in time which shall occur during the first day of occupancy. If the condition list is not timely completed as aforesaid, then the entire leased premises is agreed to be in new condition.

Lessor may make lawful rules and regulation not in-consistent herewith, for the protection of said building and the welfare and comfort of all rentor and said Lessee(s) shall conform and abide by the same.

NO kegs or container larger than 2/0 liters of beer on the premises. I/we hereby acknowledge and agree to same \_\_\_\_\_.

That said Lessor, except as otherwise provided by law, shall not be liable for any damages occasioned by failure to keep said building or premises in repair, or by or from plumbing, gas, water, steam or other pipes or fixtures, or sewerage, above, upon or about said building or premises nor from any damages arising from acts or neglect of other occupants of the same building: and all damage to said premises or building, caused by this misuse, abuse or neglect of Lessee(s) shall be repaired at Lessee(s) expense.

That if the rent aforesaid shall at any time be in arrears or unpaid for five days, or any of the terms, covenants and agreements of this lease violated or if the premises are used in such a manner as shall be reasonably objectionable to Lessor, said Lessor may void this lease and enter into possession of said premises in accordance with law and sue for and recover all rent earned up to date of such entry: and every demand for rent after it falls due shall have the same effect in the laws as if made at the time it fell due.

Lessor shall have the further right, and Lessee(s) hereby consents thereto, to remove and/or all of the Lessee(s) possessions located in the leased premises when repossessed pursuant to law without notice to Lessee(s).

That if said premises are destroyed or injured by the elements, or other cause, without fault or neglect on the part of said Lessee(s), so as to be unfit for occupancy, said Lessee(s) shall not be liable to pay rent from and after the time of possession of said premises have been surrendered to the Lessor.

Lessee(s) shall maintain in good working order and condition any (stove) range, refrigerator, washer, dryer, dishwasher or other appliance supplied by the Lessor. Every lessee in the building in which the apartment leased hereby is located in a joint lessee with the other lessees in the building of the common areas, including hallways, laundry room, doors, windows and appurtenances and each lessee is responsible for said common areas, jointly

Residents in houses will be responsible for maintaining the yards and for snow removal. If this is not done, it will be contracted and will be charged to Lessee(s).

Rent is due on the 1<sup>st</sup> and payable by the 3<sup>rd</sup> day of the month. After the 3<sup>rd</sup> of the month, a \$30.00 late fee will be charged.

Rent payments shall be applied first to past due rent, late fees, utility and all other lease charges, then to current rent payable.

All returned checks will be charged the \$30.00 late fee plus a \$25.00 reposit fee. \$10.00 lockout fee will be charged to any lessee(s) requesting a passkey after office hours.

Keys must be returned on the day of check out and any security deposit refund will be withheld until all keys are returned.

Fire Extinguisher is a \$50.00 charge if missing and a \$25.00 charge plus damages if set off unlawfully.

Deposit will be returned by mail within 30 of termination of lease. Lessee(s) shall be responsible for providing the lessor or its agent prior to the termination of this lease, a self addressed stamped envelope with Lessee(s) forwarding address thereon, for purposes of refunding any deposit to which the Lessee(s) is entitled to after termination of this lease. If this is not done, it will be mailed to the last known address. There will be a \$5.00 charge for not providing an envelope.

An administration fee of \$50.00 per person is payable in advance of occupancy. Lessee(s) will pay all utilities.

Lessee(s) are responsible for the actions of your guests. Outside faucets shall not be used for washing automobiles, etc. There shall be no signs or pictures on the windows or on doors.

No part of security deposit will be applied to rent. Rents received by mail must be postmarked by the 3<sup>rd</sup> of the month.

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