

Huntington Hills Apartment Sample Lease

Type of Suite: _____ Suite # _____
Address: _____ Cox Drive ,Stow, OH 44224

Lease commencement date: **08/08/2013** Lease expiration date: **07/31/2014**
Annual Rent: **\$8,640.00** Monthly Rent: \$ **720.00**

Garage # _____ Mail box # _____

This Lease, by and between SPS Huntington Hills Properties LLC., the Lessor, also designated as Landlord **Jane Lau** , wherewith submits the following information on _____20_____ and agrees that it shall constitute a part of this Agreement:

:Cell No: _____ Email : _____

Cell No: _____ Email : _____

IN CASE OF EMERGENCY: CONTACT: _____ Phone _____

1. **LEASE TERM.** This Lease is for the term of **12** Month(s) and ___ days(s). Tenant shall give not less than sixty (60) days written notice, prior to the expiration date of the Lease term, of their intention to vacate the Premises at the end of this term, which notice must be in writing and transmitted in person or by mail. Both parties to this agreement may elect to or to not renew lease agreement with a written 60day notice. Any holding over by the Tenant after the term of this Lease has expired shall be considered a month-to-month tenancy, which is only offered for 2 month maximum and to include an additional Seventy Five Dollar (\$75.00) charge per month, and shall not constitute a renewal of this Lease. Such continued occupancy shall not defeat Landlord's right to possession of the Premises. If suite is occupied by Tenant on the first day of any month, they are liable for the entire full month's rent. If Tenant intends to vacate at the expiration of the term reserved, or at any time thereafter, Tenant agrees to give Landlord sixty (60) days written notice of their intention to vacate. Rent will not be prorated for portions of the month at move out. For example, if you give notice on June 15, you will be charged rent for the full month of July even if you move out on June 30. Security deposit is NOT to be considered or applied as rental for final month on tenancy. All conditions, agreements, rules and regulations of this Lease, except length of term and rental amount, are in effect and binding on the parties for a month-to-month tenancy. Landlord may give written notice to Tenant, not less than thirty (30) days prior to expiration date of the aforementioned Lease term, of its intention to renew this Lease. If Landlord fails to give said written notice, the Lease term will expire as per the terms of this Apartment Lease.

2. **ANNUAL RENT AND OTHER CHARGES.** Tenant agrees to pay Landlord, its successors and assigns **12** months of rent in the sum of \$ **8,640.00** payable in monthly installments of \$**720.00** per month as rent due and payable on the first day of each month of said term. Rents must be paid by check or money order, **NO CASH ACCEPTED.** Tenant shall be subject to a late charge in the amount of Twenty Five Dollars (\$25.00) for any payment received by Landlord after the fifth (5th) day and (\$2.00) per day until paid.. **If the rent is late more than two times during the term of the lease, the rent will be increased by Twenty Five Dollars (\$25.00) per month for the duration of the lease.** If any check tendered by Tenant in payment of any rent or other charge due under this Lease is returned by Tenant's bank for any reason, a return check fee in the amount of Twenty Five Dollars (\$25.00) will be due and payable to Landlord. If a check is returned by Tenant's bank and the check is not replaced by the Fifth (5th) day of the month in which said check is presented, then such payment will also be considered late, and the applicable Twenty-Five Dollar (\$25.00) late fee and \$2.00 per day from the 5th day of the month until paid, as well as the Twenty Five Dollar (\$25.00) returned check fee will be due and payable to Landlord. If not sooner paid, such late fees and return check fee shall be added to and become a part of the rent due and payable by Tenant the following calendar month. We do not accept partial payments. All rent payments shall be mailed to the Landlord at the above address. A \$300.00 processing fee will be applied to your account if a default of lease occurs, either due to non-payment of rent or any other violation of the lease (and rules and regulations), as deemed necessary by the Landlord.

Partial Payment - All rent payments are due in full. We will not accept partial payments. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction, nor will Landlord acceptance of partial payment forfeit Landlord's right to collect the balance due on the account despite any restrictive endorsement, stipulation or other statement on any check.

3. **PERMITTED OCCUPANCY.** Tenant agrees that the premises are to be occupied by 1-occupants' person's . _For residential purposes only, and no one else shall be permitted to occupy the premises. The premises or any garage may not be sublet or assigned. Permitting unauthorized persons to occupy the premises shall be a violation of this Lease and constitute a default of this Lease and grounds for immediate eviction. Said legal eviction shall not relieve tenant of the obligation to pay the balance of rent until the expiration of the Lease term or the commencement of rent from a new tenant.

4. SECURITY DEPOSIT. Tenant hereby deposits the sum of \$ _____ with Landlord, which sum Tenant agrees shall be held by Landlord as security during the term of this Lease, or any renewals thereof, for the following purposes: To pay the cost of restoring the suite to its identical condition when leased, including, but not limited to, repairing any holes in the walls, repairing burns, stains, or any other damage to the carpeting, appliances, etc. and painting or repairing any other damage caused by Tenant, or in the alternative, at Landlord's discretion, to be applied to damages for any breach of any of the conditions or covenants of this Agreement including reasonable attorney fees in the enforcement of any provisions of this Lease.

Upon the termination of this Lease, and after vacation of the premises by Tenant, Landlord will refund to Tenant the deposit less any deductions authorized above and without prejudice to any future claims of Landlord for actual damages and/or balance due in excess of said deposit. Such deposit shall be refunded to Tenant within thirty (30) days as provided by law to any forwarding address provided in writing by Tenant to Landlord. Should the damages caused by Tenant exceed the amount of the security deposit, Tenant shall be liable for the excess amount above and beyond said deposit. Landlord shall have the right to co-mingle the security deposit with other funds of Landlord. The security deposit shall not be utilized by Tenant as rent.

5. DELIVERY OF POSSESSION. In the event Landlord shall be unable to deliver possession of the Premises to Tenant on any specified date or on the date of the commencement of the term of this Lease, as a result of any cause whatsoever, the rent shall not commence until the date that possession of the Premises is available to Tenant. Tenant agrees to accept such allowance and abatement of rent as liquidated damages, in full and complete satisfaction for the failure of Landlord to so deliver possession, and to the exclusion of any rights or all claims for damage which Tenant otherwise may have by reason of the failure to deliver possession of the Premises on said date or any time thereafter, and no failure to so deliver possession shall in any event extend, or be deemed to extend, the term of this Lease.

6. INSURANCE. Landlord shall not be liable for any theft, destruction, loss or damage to any property of Tenant, Tenant's agents, or Tenant's guests. Tenant must provide his own homeowner insurance coverage including, but not limited to, personal property insurance, fire, theft, liability, medical pay and personal insurance. Landlord shall not be liable for damage resulting from water, snow, ice, odors, noise, failure or breakage of heating or plumbing, gas, water, steam or other pipes or fixtures, or sewage, nor for any damage arising from the acts or neglect of other tenants of the building or the elements or damage arising from acts over which Landlord has no control. If the suite herein is made un-tenantable by virtue of any casualty, Landlord shall not be obligated to provide Tenant with alternative living quarters. Tenant hereby releases Landlord, to the extent of Landlord's insurance coverage, from any and all liability (to Tenant or anyone claiming through or under Tenant by way of subrogation or otherwise) for any loss or damage to property covered by the fire or extended coverage insurance policies carried by Tenant hereunder, even if such damage shall have been caused by the fault or negligence of Landlord, or anyone claiming through or under Tenant; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as such policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect nor impair such policies or prejudice the right to recover there under. Tenant agrees that its policies of insurance will include such a clause or endorsement so long as the same shall be obtainable.

7. RIGHT TO ENTER. Landlord, or its agents, shall have the right to enter the premises after 24 hour written notice has been given, at all reasonable hours to inspect the premises, make necessary repairs or to exhibit the premises for sale or rent. In case of fire or other emergency, Landlord, its agents or employees may enter the premises, at any time without notice, for the repair or protection of the premises. In the event of a casualty, Landlord at its option may terminate this Lease. However, it is expressly understood and agreed that Landlord is under no duty to make any such inspection, and that nothing in this Paragraph shall be construed as relieving Tenant of the duty of paying the costs of repairs or of giving written notice of any defective condition.

8. REPOSSESSION. If the rent or other charges herein provided for, shall at any time be in arrears or unpaid, or if Tenant shall violate or fail to observe any of the terms, conditions, rules or regulations set forth and referred to herein, or if the premises are used in an illegal manner or a manner objectionable to Landlord, or if the occupants of the premises disturb or annoy other tenants in the premises, such action shall constitute a violation of this Lease, and subject Tenant to immediate eviction proceedings. Said legal eviction shall not relieve Tenant of the obligation to pay the balance of rent until the expiration of the lease term or the commencement of rent from a new Tenant.

Additionally, if Tenant fails to pay rent when due or is in default of the prompt or full performance of any other provision of this Lease, for failure to comply with the above, or if Tenant abandons the premises, then, and in any such event, Landlord may, if Landlord so elects, with or without notice of such election except as herein provided, with or without demand, forthwith terminate this lease and Tenant's right to possession of premises.

9. PROPERTY LEFT BY TENANT. Tenant agrees that so long as Landlord does not seize furnishings or possessions of Tenant for the purpose of rent payments, Landlord may remove any and all property from the premises in the event of breach by Tenant. These possessions may be handled, removed, stored, or otherwise disposed of by Landlord at the sole risk and expense of Tenant. Landlord shall in no event be responsible for the preservation or safekeeping hereof. Tenant shall pay to Landlord, upon demand; any and all expenses incurred with such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. If any property shall remain in the premises or in the possession of Landlord and shall not be retaken by

Tenant within ten (10) days, said property shall conclusively be deemed to have been forever abandoned by Tenant and may be disposed of without liability or accountability for such items.

10. **VEHICLES.** It is agreed that there shall be no vehicles (including motorcycles, trucks, trailers, or boats parked outside), other than automobiles, operated or kept on premises by Tenant, Tenant's agents, or guests, without the written consent of Landlord. Noncompliance with the terms of this provision may result in any of said vehicles being towed from the premises at owner's risk and expense without notice to the tenant. Garage must be used as a parking spot if you have 2 vehicles. Failure to use garage as a parking space, when resident has 2 vehicles will result in towing of one vehicle at owners expense. Number of cars available on site is determined by number of bedrooms and licensed drivers on lease.

No repairing of automobiles is permitted on the premises. The washing of automobiles is not permitted except as otherwise authorized in writing by Landlord: Tenant's agents and guests may not park automobiles on Landlord's property for more than twenty-four (24) hours unless the automobile is first registered with Landlord. An unauthorized, abandoned, inoperable automobile or an automobile not having current license plates may be towed from the premises at owner's risk and expense without notice to the tenant.

The use or storage of Tenant's or any other person's vehicle, whether or not parked or being driven in or about the building of the demised premises parking area or garages, shall at all times be at the sole risk of Tenant, and Landlord assumes no liability for said vehicle or damages caused by or to the vehicle. Should any employee of Landlord assist Tenant or take part in the parking, moving or handling of Tenant's or any other person's automobile or other property entrusted or placed in the hands or custody of any such employees for any reason whatsoever, such employee in doing any of the foregoing shall be the agent of Tenant and not of Landlord, and Landlord shall not be liable to Tenant or to any other person for the acts, negligence or omission of such employee in connection therewith.

If Tenant has leased a garage space, or uses parking spaces on the premises, then Tenant agrees that Landlord shall not be responsible for any damage to vehicles parked in said garage or spaces including, but not limited to, damage caused by other vehicles, water leaks, vandals or any other cause. Landlord shall further not be responsible for thefts of vehicles, or personal property located in said spaces.

11. **KEYS.** Tenant shall be given keys to the apartment, which keys shall be returned to Landlord upon vacation of the premises. If Tenant fails to return all of the keys to Landlord upon vacation of the premises, Landlord shall have the right to change all locks to said apartment and deduct from Tenant's security deposit all costs for parts and labor incurred in the replacement of locks and also the cost of the original locks and keys. No additional locks, re-keying of existing locks or door fasteners shall be permitted.

12. **SMOKE DETECTOR.** If the suite is equipped with a smoke detector, Tenant agrees to test the smoke detector on a regular basis, and if it is a battery-operated unit, Tenant, at Tenant's expense, shall replace any worn out batteries. If an electric unit malfunctions upon testing, or if a battery operated unit malfunctions upon testing, or if a battery operated unit does not operate after replacement of batteries, Tenant shall notify Landlord immediately. Landlord shall not be liable for the malfunctions of any smoke detector or damages caused thereby or consequences due to interruption of electric service.

13. **STORAGE .** If a storage area (Garage) is assigned to the suite, one of your cars must be parked in the garage. And storage in front of vehicle. Storage is only allowed if you only have one car per apartment. Landlord shall not be responsible for safe- keeping of any personal property stored in or about the storage locker. Personal property is stored at the sole risk of Tenant.

14. **GUEST DAMAGE.** Tenant hereby assumes responsibility for any damages caused by its guests or agents.

15. **JOINT AND SEVERAL LIABILITIES.** Each and every Tenant signing this Lease shall be jointly and severally liable for all rental payments, damages and other obligations imposed hereunder. It is further agreed that in the event that one or more of Tenants signing this Lease vacate the premises before the expiration of the term then running, the vacating Tenant as well as the remaining Tenant or Tenants signing this Lease shall all be responsible for the balance of all rental payments, damages and other obligations imposed hereunder. Any security deposit made by any Tenant at the initiation of the original term of this Lease shall remain as security for the balance of the term currently running and any renewal terms in the future.

16. **TENANT IMPROVEMENTS.** Tenant shall not make any alterations or additions to the premises without the specific written consent of Landlord. All such specifically consented to additions to the premises shall become the property of Landlord at Landlord's option. Upon vacating the suite, Tenant agrees to restore the suite to its original state. Contact paper, sanities or wall covering is not permitted without the consent of Landlord. In the event Landlord consents to an alteration, addition or contact paper, sanities or wall covering, Tenant agrees that upon vacating the premises, Tenant shall immediately remove the contact paper, sanities or wall covering at Tenant's expense. In the event that Tenant shall not remove the contact paper, sanities or wall covering immediately upon vacating the premises, it is agreed that Landlord shall retain the cost of removing same from the security deposit. Tenant agrees to accept the premises in its "as is" condition at the commencement of the Lease and agrees that Landlord shall not be obligated to do any painting or other redecorating of the demised suite during the original or any renewal term of this Lease, unless otherwise agreed to in writing.

17. LEASE SUBORDINATION. This Lease shall at all times be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the said premises and on the land and buildings of which the said premises are a part, or upon any buildings hereafter placed upon the land of which the demised premises form a part. Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by Landlord as well as any proposed mortgages. Tenant hereby appoints Landlord the attorney in fact of Tenant irrevocably to execute and deliver any instrument or instruments for and in the name of Tenant

18. RULES AND REGULATIONS. Tenant agrees to abide by all the rules and regulations contained in this Lease or as presented to Tenant by Landlord or as posted in the entrance way or common hallways or rooms of the premises or the building of which the premises are a part. Tenant shall keep and observe such further reasonable rules and regulations as may later be required by Landlord, which may be necessary for the proper and orderly care of the building of which the premises are a part. No loud music or noise shall be permitted in or about the premises, which shall be objectionable to Landlord or other Tenants. Tenant shall not allow anything to be placed on the outside window ledges of the premises. No barbecue or fires of any sort will be permitted on balconies. No objects shall be permitted on balcony railings. Absolutely no sales or auctions of any kind are to be conducted on the premises. Corridors shall be kept free and clear of any objects. Footwear must be placed in suites. No bicycles or other vehicles shall be brought into the premises, corridors or any part of the building by Tenant, or Tenant's agents, family, or employees without the written consent of Landlord. Tenant shall not erect any structures for storage, construct an aerial, or use the roof for any purposes without the written consent of Landlord. Tenant shall lock the entrance doors, apartment doors, and garage doors when leaving the building or apartment, shall keep all hall doors closed when cooking, and shall not throw sweepings, garbage, rubbish, etc., into hallways, stairwells or any common area of the demised premises, or into toilets, bathtubs or sinks, or any other place not provided for same. Draperies must be white or white lined and must be hung immediately upon occupancy. No waterbeds are allowed without written consent of Landlord and submission of proof of waterbed liability insurance. Failure to keep and observe said rules, will constitute a breach of the terms of the Lease and subject Tenant to eviction proceedings. Said legal eviction shall not relieve Tenant of the obligation to pay the balance of rent until the expiration of the Lease term or the commencement of rent from a new tenant

19. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or in any manner transfer any interest or benefit hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by anyone other than an authorized occupant, without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord; and any such consent, if granted by Landlord, shall be limited to the instance stated therein, and shall not be deemed to constitute a release, waiver or consent to any other or further assignment, transfer of interest of subletting.

Landlord may collect from any authorized or unauthorized assignee, sub lessee or occupant, any rent or charges due by Tenant to Landlord under the terms of this Lease, and Landlord may apply the same toward Tenant's obligations under this Lease; and such collection shall not be deemed a waiver of any of the provision of this Lease, nor an acceptance of the assignee, sub lessee or occupant as a Tenant, nor shall it release Tenant from performing any of the terms, covenants or conditions of this Lease.

20. FIXTURES. Tenant agrees not to damage or remove any fixtures or appurtenances or cause same to be removed from the premises.

21. QUIET LIFESTYLE: Tenant agrees and understands that property is a Quiet Lifestyle apartment. As such, Tenant has a duty to maintain a Quiet Lifestyle, non-intrusive to fellow Tenants. Quiet Lifestyle behaviors include , but are not limited to the refraining of playing loud music, yelling, screaming, argumentative behavior, dog barking or the making of excessive noise which opposes the peaceful enjoyment of Landlord's other Tenants. Landlord, or his agents reserves the right to determine what violates Quiet Lifestyle rules as is reasonable, and uniformly applied to all other Tenants. Fines will be assessed with 2nd written violation (\$100 per occurrence) and could cause Landlord to start legal action of eviction.

22. USE OF PREMISES. Tenant will use and occupy the premises and appurtenances thereto in a careful, safe and proper manner, and will, at its own expense, comply with the directions of the proper public officers as to the use, repair and maintenance thereof Tenant shall not allow the premises to be used for any purpose or in any way that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Tenant shall not permit the premises to be occupied in whole or in part by any other person and will not bring nor suffer to be brought into or upon the premises any substance or force that will increase the hazard of fire in or on the premises; and shall not permit liquor, or drugs, to be sold on said premises; and will not permit said premises to be used for any unlawful purpose or in any way that will injure the reputation of the same or of the building of which they are apart, or disturb other Tenants of such building or the neighborhood; and will not permit any alteration of or upon any part of said demised premises, except by written consent of Landlord.

23. ACCEPTANCE OF PREMISES. Tenant agrees that it is familiar with the demised premises and all appurtenances thereto, buildings, driveways and sidewalks forming a part thereof. That no representations as to the present or future condition of the premises have been made by or on behalf of Landlord and that the premises, including all equipment and machinery and fixtures located therein or thereon are accepted by Tenant at the commencement date of this Lease in the same condition as they now are, except for natural wear, tear and usage between the present date and the commencement date of this Lease.

24. **PREMISES KEPT IN GOOD REPAIR.** Tenant shall keep the premises and appurtenances thereto in a clean, sightly and healthy condition, all according to the statutes and ordinances of the municipality in which the premises are located, all at Tenant's own expense, and shall return the same back to Landlord upon termination of this Lease, or for any reason whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, reasonable wear and tear excepted.

25. **EGRESS AND INGRESS.** The entrances, passages, halls, corridors, stairways, elevators, exits and fire escapes shall not be obstructed by Tenant, its agents or guests, nor used by them for any purposes other than ingress or egress to or from the premises hereby leased. No furniture or bulky articles shall be carried up or down the stairways or elevators of said buildings except at such times and under such regulations as may be prescribed by Landlord.

26. **LOCK -OUT POLICY:** Tenant must have proof of identification if locked out of the apartment. Lockout fees are payable immediately in cash to the Landlord or Landlords agent giving access. Rates are as follows: No charge (M-F 9AM to 5PM) \$25 (5PM to 9PM), \$35 (9PM to 9AM). If locked out, Tenant may call the office for the emergency on call Maintenance technician. If the office is open, tenant may purchase a duplicate key, with identification for \$3.00. In no case, shall Landlord issues keys to a non-Tenant or guest of Tenant. Tenant who damage locks, doors, fixtures, windows, screens or Buildings trying to enter premises and or Apartments are fully responsible for Damages , repair, and o/or replacement.

27. **TENANT RESPONSIBLE FOR UTILITIES.** Tenant will pay all charges made against the leased premises for electricity, gas, water & sewer during the continuance of this Lease and any other charges as the same shall become due. All utilities must be put in Tenants name and in functional working order during the full term of lease.

Early switching: If the Tenant returns the billing to Landlord prior to Lease expiration date, Landlord reserves the right, as a penalty, to charge the Tenant triple the average daily rate as billed by the local utility and/or a minimum of Fifty and 00/100 dollars (\$50.00) per occurrence and /or month. Landlord may elect to disconnect service improperly billed to the landlord during Lease Term. Furthermore, Tenant release Landlord from any liability from the disconnection of service including, but not limited to food spoilage, computer and/or equipment damage, and other damages arising out of electric power failure. Tenants who switch utilities early are in Default of this lease agreement. Tenant understands and agrees utilities placed in landlord's name without landlord's prior written authorization is theft of service.

PHONE AND CABLE LINES: Landlord assumes no liability over phone lines and cable lines. Tenant accepts Apartment and is satisfied with the installed number and location of the phone and cable lines. Landlord warrants only one working phone jack in Apartment. Tenant will assume all risks for the suitability of the telephone and /or cable jacks. Any alterations to the phone and cable lines may be done only at Tenant's expense, with prior written permission of Landlord, through a qualified technician for the telephone or cable company. Tenants are not given authorization by Landlord to repair phone or cable lines. At no time shall Tenant have the authority to attach, install, or connect a satellite to the building or grounds without express written consent for Landlord or Landlords agent.

28. **BANKRUPTCY.** If any voluntary or involuntary petition or similar pleading brought under an Act of Congress relating to bankruptcy shall be brought by or against Tenant, or if any voluntary or involuntary proceedings in any court or tribunal shall be instituted by or against a Tenant to declare Tenant insolvent or unable to pay Tenant's debts, or if Tenant makes an assignment for the benefit of its creditors, or if a receiver is appointed, or if the leasehold interest of Tenant is levied upon, then, and in such event Landlord may, if Landlord so elects, forthwith terminate this Lease, notwithstanding any other provision of this Lease. Landlord shall, upon such termination, be entitled to recover damages in an amount equal to the then present value of the rent reserved in this Lease for the entire residue of the stated term hereof, less the fair rental value of the premises for the residue of the stated term.

29. **NOTICE ADDRESS.** Whenever, under this Lease or under any statute or ordinance, provision is made for notice to Tenant of any kind, it shall be deemed a sufficient notice and service thereof, when the notice is in writing, addressed to the last known post office address of Tenant or addressed to the demised premises, and deposited in the mail, attached to the door or slid under the door to the Premises. Notice to Landlord shall be deemed sufficient notice and service thereof if the notice is sent by certified mail to the address where the last rental payment was made. Notice need be sent to only one (I) tenant where Tenant consists of more than one (1) person.

30. **FACILITIES STATED IN LEASE.** It is further agreed that the amount of rent paid by Tenant is for the occupancy of the suite and accesses thereof and is in no way to be construed as payment for the use of any other facilities owned or operated by Landlord except as may be expressly stated in this Lease.

31. **TENANT MUST NOTIFY LANDLORD OF DEFECTS.** Tenant must notify Landlord of any defects in said suite within three (3) days after move in, or Tenant will be held responsible for any and all damages in said suite upon move out

32. **PETS.** No animals or pets shall be kept on the premises or brought into the premises, corridors or any part of the building except by written permission of Landlord. Landlords' consent to allow a pet of another Tenant shall not constitute a waiver of this provision. Landlord may withhold consent at its sole discretion.

33. DEFAULT. In the event an eviction is filed or if there is a default in this Lease, Tenant will be charged Three Hundred Dollars (\$300.00) as additional rent to cover advertising, releasing and other administrative costs. Tenant shall remain liable to Landlord for rent due under this Lease in the event of an eviction or move out prior to the expiration of the term of this Lease. Tenant shall also remain liable to Landlord for any other charges or damages incurred as a result of said breach including rental payments until such time as the apartment is re-rented or the term of the lease expires. Any free rent received as a move in incentive or renewal incentive will be required to be repaid due to default.

34. ENTIRE AGREEMENT. Unenforceability of any provision of this Lease shall not affect the validity of any other provision of this Lease. Waiver of any of the rights accorded herein by Landlord shall not be deemed to be continuing and Landlord reserves the right to enforce all of the terms of this Lease. This Lease contains the entire agreement between the parties. No oral statement or representation of either party, their agents, or employees, shall form a part of said Lease or be binding upon the parties hereto. This Lease may be changed or modified only by written instrument, signed by both parties hereto. The terms, conditions, covenants and agreement made and entered into by the parties hereto shall be binding upon their respective heirs, successors, representatives and assigns.

Tenant has read the foregoing Lease and is familiar with and understands the contents herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SPS Huntington Hills Properties LLC.

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

**Amy Bryant
Agent for Landlord**

COSIGNER(S) GUARANTY

Each Cosigner does hereby absolutely and unconditionally guaranty to Landlord, its successors and assigns, the full and prompt payment of any sum due to Landlord from Tenant pursuant to this Lease. This guaranty shall remain in full force and effect until all indebtedness owed to Landlord by Tenant is paid in full. The extension, modification of this Lease or the happening of any event with or without notice to the Cosigner shall not affect the enforceability of this Guaranty. Cosigner(s) shall not have the right to occupancy of the leased premises.

COSIGNER

Date

COSIGNER

Date

COSIGNER

Date

RULES AND REGULATIONS

Moving

1. Moving in and out, Tenant must not park or pull in the grass.

Name Plates

2. Tenant shall not post his/her name in any entry, passageway, vestibule, hall, stairway, and public area of the Building.

Obstructing Halls and Passageways

3. The sidewalks, entries, passages, vestibules, halls, and inside and outside stairways shall not be obstructed or used for any purpose other than for ingress and egress to and from the rooms and apartments. No footwear or other objects are permitted to be placed outside the Apartment in the adjoining hallway. Tenant shall not erect any structures for storage, construct an aerial, or use the roof of the Building for any purpose.

Lavatories

4. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or other substances may be thrown therein. Tenants may not place in toilet any material which changes water color, such as a urinal or toilet block (Blue tabs). Tenant will be fined \$25 for each occurrence.

Groceries, Furniture, Carriages

5. All provisions, groceries, furniture, baby carriages, bicycles, boxes, and other bulky articles shall be taken into and removed from the Apartment without blocking any garages, fire lanes, or pulling on the grass.

Cleaning, Rubbish, Dusting, Throwing or Hanging Articles

6. No rugs are permitted to be beaten on balconies, nor shall any dust, rubbish, or litter be swept from the Apartment into any of the halls or entryways of the Building. Nothing shall be thrown from the windows, doors, balconies or porches, or down the passages, courts, areas, or skylights of the Building, nor shall anything be hung from the outside of the windows or placed on the outside window sills or balcony railings. Any apartment with trash, boxes, pet waste left outside will be fined \$25 per bag for removal. Trash attracts rodents, ants and foul odors.

Nails, Hooks in Walls

7. No spikes, hooks or nails may be driven into the walls or woodwork of the Apartment. No crating or boxing of furniture or other bulky articles is allowed within the Apartment. **SMALL NAILS O.K. if removed and holes filled**

Cooking, Baking

8. No cooking or baking is permitted, except in the kitchen. No barbecue grilling is permitted on balconies or in any other areas except those designated by Landlord. All Apartment doors shall be kept closed while cooking.

GRILL O.k. if stored in garage or on patio

Waste of Water

9. Water may not be left running in the Apartment for any unreasonable or unnecessary length of time. Tenant shall immediately report all leaks to Landlord.

Tampering with Apparatus

10. Tenant shall not interfere in any manner with any portion of the heating, plumbing, or lighting apparatus in or about the Apartment or the Building.

Noise, Music

11. No noise, loud music, disorderly conduct, criminal conduct, roaming in hallways, or congregating in public areas is permitted.

Laundry

12. Washing and drying machines must be in good working order before moving them in to the Apartment. You must make sure you have secured hoses & discharge hose to avoid damage. Any damage done by washers or dryers is a tenant charge.

Moving Equipment

13. None of Landlord's equipment may be destroyed, defaced, taken or moved from any part of the Building.

Animals

14. No dogs, cats, parrots or other birds, reptiles, or animals, other than animals used as a disability aid, are allowed in the Apartment or any Part of the Building, except by written consent of Landlord.

Loitering, Playing in Halls

15. Loitering or playing on the stairways or in the halls, lobby, vestibule, front court, or driveways of the Building is not permitted.

Strangers Not Allowed

16. Unauthorized persons are not permitted in the Building. Tenant shall not allow strangers to enter the Building. Public utility company employees must display proper badge or other credentials. Tenant shall lock the entrance doors of the Building, the Apartment door, and Building garage doors when leaving the Building or Apartment.

Awnings, Signs, Advertisements

17. No awning or projection, sign, advertisement, notice, or device of any kind may be placed by Tenant upon any part of the Building, outside or inside.

Obstruction of Windows, etc.

18. Doors, skylights and windows reflecting or admitting light into passageways and public areas in the Building may not be covered or obstructed by Tenant.

Ice/Snow Removal

19. Landlord makes no implied or actual warranties regarding ice and snow removal from sidewalks, railings, parking lots, buildings, common areas and /or Premises. Landlord will act reasonably to remove, shovel, plough and /or snow-blow areas within a reasonable amount of time, but Tenant understands and agrees to hold Landlord harmless for any actual or compensatory injury, damages, or risk to Tenant and or Tenants Guests.

Defects in Pipes, Wire

20. Tenant shall immediately give notice to Landlord of any malfunction, which may occur in gas, water or steam pipes, or in electric wires.

Pool

21. If present, use of the pool is subject to Landlord's rules and regulations in connection therewith. Tenant's use of other amenities is subject to all rules and regulations of Landlord. Any damage to any public area caused by Tenant, the guests of Tenant, or other persons for whom Tenant is responsible shall be paid by Tenant. Guests must be accompanied by Tenant at all times when using amenities.

Waterbeds

22. Waterbeds are permitted only upon proof of renter's insurance containing coverage for damage from waterbeds.

Window Coverings

23. All draperies, shades, blinds, or other window coverings must be white or white-lined. You can not remove blinds furnished by landlord for any reason.

Landlord's Right to Make Further Rules

24. Landlord shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and the property of which the Building is a part, and for the preservation of good order therein. All rules and regulations shall be kept and observed by Tenant, Tenant's guests, servants, agents, and all other persons for whom Tenant is responsible.

No Smoking Policy

25. No smoking is permitted in hallways, stairways, lobbies or other common areas designated by Landlord as non-smoking areas. Any and all cigarette butts must be removed from around your unit. You can not throw butts in the grass or in mulch landscaping beds.

Unlawful Conduct

26. Tenant shall not engage in or permit Tenant's guests, invitees, occupants, or other Endangering persons for whom Tenant is responsible to engage in any unlawful or criminal activity or to act in any way at the Building that will injure the Building's reputation or disturb or endanger anyone lawfully at the Building. Tenant will not permit the dwelling unit to be used for or to facilitate criminal activity of any kind, regardless of whether the individual engaging in such activity is a member of the household, a guest, or invitee.

Public Use of Alcohol

27. Use of alcoholic beverages and open containers is not permitted in the halls, lobby, vestibule, front court, driveways, or any public areas of the Building.

Drug-Free Housing

28. Tenant(s), any members of the Tenant's household, guest(s), invitee, or other person under the tenant's control shall not engage in "drug-related criminal activity" on or near the premises. Drug-related criminal activity shall be defined as the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act - 21 USC 802).

Acts of Violence

29. Tenant(s), any members of the Tenant's household, guest(s), invitee, or other person under the tenant's control shall not engage in acts of violence or threats of violence including, but not limited to the unlawful discharge of firearms, on or near the premises.

A single violation of any of the above provisions shall constitute a material violation of the lease agreement and shall be deemed good and just cause for the termination of tenancy. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be a preponderance of evidence.

Signature:

Date

Date

Tenant Date

Landlord Date