

Bauer Property Management

241 West 8th Street • Erie, PA 16501
(814) 790-4964



1. BPM Housing Contract

1.1 LEASE AGREEMENT

This contract dated <<Lease Creation Date>> between <<Owner Name(s)>> referred to in this contract as the Landlord and referred to in this contract as the Tenant(s)

<<Tenants (Financially Responsible)>>

Let it be known by this written agreement that for and in consideration of the rent paid, and the other responsibilities, covenants, and duties to be performed by Tenant(s) as specified below, Landlord hereby rents to Tenant(s) the property known as:<<Unit Address>> Referred to in this contract as the premises it is understood that Tenant(s) having housing contracts with the Landlord and are equally and severally bound. The premises will be occupied in common with a total of :

{ 0 } Occupant(s) = (0 adult(s) and 0 minor(s))

TERM OF OCCUPANCY

The term of this agreement shall be from <<Lease From>> - <<Lease End Date>> Tenant(s) shall not move into the Premises before the start of the term of this contract, and shall immediately vacate the Premises and deliver possession to the Landlord at its expiration.

RENT The total rental contract amount for lease terms above is \$00.00.

Total monthly rent is \$0.00 per month on or before the 1st of each month. Rent payments are to be made on a timely basis via the methods below ON or BEFORE the 1st of each month. Failure to pay according to these terms will result in late charges and possible eviction from your apartment. If at any time the terms of this contract are violated, the entire amount of the contract becomes due and payable.

The rent shall be paid through the tenant(s) *Online Tenant Portal*, at Family Dollar, 7 Eleven, and ACE Payment Express locations (see office for details **BEFORE** visiting these locations), and the rental office of the Landlord or at such other place as the Landlord may designate in writing:

241 West 8th Street, Erie, PA 16501

Phone: 814-790-4964

Email: rentals@bpmhousing.com

24/7 Emergency Maintenance (814)-969-1048

The Educational Grants and Loans payment extension form. may be granted at the landlord's discretion for a \$25.00 fee to be paid and approved BEFORE the due date. Offered for Fall (August) and Spring (December) Full Semester Payments ONLY. Proof showing when loans/grants will be received required before approval of the Educational Grants and Loans payment extension form.

If rent is received after the due date, a late fee equal to 10% of the balance due will be charged to the account (per tenant).

SECURITY DEPOSIT

Tenant(s) shall pay a total security deposit of \$00.00 at the time of signing this contract. The landlord may deduct from this deposit the cost of any damages to the Premises, the cost of any cleaning not completed by Tenant(s), any unpaid amount due under this contract and the actual cost of any damage or loss suffered by Landlord due to Tenant(s) default or failure under any of its provisions; however, the total amount of such costs or damages shall not be limited by the amount of the security deposit paid.

It is understood that if more than one security deposit has been paid by the occupants of the Premises, Landlord shall have the right but not the obligation to allocate the cost of damages and other costs among the occupants in proportion to the amount of deposit paid by each.

Landlord shall return the deposit without interest except as may be required by law, less any deductions within 30 days of the expiration of this contract or its earlier termination, and the surrender of the Premises and all keys to the Landlord by all occupants.

Tenant(s) may not give up the security deposit as a payment towards the rent. In the event all keys are not returned, Landlord may charge the cost of changing locks and replacing key sets as damages.

In the event during the term of this contract damages occur to the Premises for which Tenant(s) are responsible, Landlord may withdraw the cost of repairs from the security deposit. Within ten (10) days of receipt of written notice from Landlord that said costs have been

withdrawn from the deposit tenant(s) shall remit the number of said costs to Landlord to replace the amount withdrawn. Failure to make such remittance within the required time period shall be considered a default under this contract.

RETURNED CHECKS

In the event, any payment of rent, additional rent, or other amounts due under this contract is paid by check and the check is returned for insufficient funds or for any other reason. A charge shall be paid by Tenant(s) of **\$35.00** to cover the handling of the check for each redeposit.

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1.2 UTILITIES AND SERVICES

<<Utilities Included>>

PROPERLY DISPOSE OF YOUR GARBAGE:

WHERE: Please take bagged trash to the garbage cans provided for your building.

WHEN: On Sunday

Electric company number 1-800-545-7741

Gas company number 814-871-8200

Appliances : <<Appliances Included>>

Utility charges will be assessed on the 20th of each month and are due by the 1st of the following month. A late fee of 10% of the outstanding utility balance will be assessed if the utilities are not paid by the due date through the tenant's portal.

Tenants are to notify the landlord immediately of any running toilets or leaking faucets. Tenants will be held responsible for any and all additional charges accumulated through wasted water in their respective buildings/units.

All other utilities and services shall be the responsibility of Tenant(s). Tenant(s) shall have their refuse ready each week on the designated day of scheduled pickup only; or shall deposit their refuse in dumpsters if provided by the landlord. All refuse shall be properly bagged, and Tenant(s) shall comply with all regulations regarding trash handling and recycling, including all rules imposed by Landlord. Tenant(s) shall be held responsible for all fines resulting from noncompliance with trash handling or recycling regulations. If the Landlord has to pick up the trash, a charge of \$30.00 per bag will be charged to the tenant(s)' account.

Please note: Unit does not have central air conditioning and BPM does not service a/c window units.

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1.3 INSURANCE AND RESPONSIBILITY FOR TENANT'S GOODS

PERSONAL SAFETY AND SECURITY

Tenant(s) shall be responsible for their own goods placed upon the Premises. Landlord shall have no responsibility for any loss or damage to any property belonging to Tenant(s). It is understood that the Landlord's insurance does not provide coverage for any goods belonging to Tenant(s). All insurance carried upon said goods shall be the responsibility of Tenant(s). ***Renters' Insurance is to be carried by all tenants with the following: INSURANCE COVERAGE OF \$100,000 LIMIT OF LIABILITY REQUIRED AT MINIMUM. If no proof of renters' insurance is provided by the Tenant(s), the Tenant(s) will be automatically enrolled in the Online Insurance Program through Appfolio at the Tenant(s)' own expense at the rate of \$9.50/month.***

Tenant(s) agree to assume full responsibility for the personal security and safety of the inhabitants of the Premises. Tenant(s) shall at their own expense take such additional security measures as Tenant(s) deem appropriate. Landlord agrees to change the locks upon the written request of Tenant(s) provided that Tenant(s) shall pay for the cost of said service.

RELEASE OF LANDLORD'S LIABILITY FOR DAMAGES AND INJURIES

It is understood and agreed that the Tenant(s) release and hold Landlord harmless and agree to indemnify the Landlord against all liability and claims for any damages to the goods and effects of Tenant(s) or others or for any injury received by Tenant(s), their guests, visitors, or any other third party on the Premises, unless said injury or damages are the proximate results of Landlord's negligence or failure to take steps necessary to correct any defect in the premises not caused by Tenant(s), after due notice is given by Tenant(s), and within a reasonable amount of time given the circumstances then prevailing. In the case of damages to the property of Landlord created willfully or by carelessness or neglect of any tenant or tenants, their guests, or any third party, the tenant(s) agree to reimburse Landlord to the full extent of such damages. Said damages to be payable as additional rent.

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1.4 USES OF PREMISES

USE OF PREMISES

Tenant(s) agree to use and to occupy the Premises as a personal residence for themselves and for no other purpose.

This building is a No Smoking Building - \$250.00 fine .

Tenant(s) will permit no unlawful business or conduct to be carried out upon the premises nor permit anything to be done contrary to the conditions of any insurance policy, or which increases the hazard, or causes any insurance policy to become invalid.

Absolutely no illegal drugs or unlawful use of controlled substances, nor underage drinking of alcoholic beverages shall be tolerated upon the Premises. Any violation of drug or liquor control laws, seizure by law enforcement officials of any illegal drugs on the Premises, the conviction of any Tenant for drug or liquor law violations, or the application by any Tenant for acceptance into any A.R.D., P.W.O.V., or similar probation program shall be a serious default under this contract which shall subject Tenant(s) to all remedies afforded Landlord by law or by this contract, including immediate termination of this housing contract.

No firearms or other lethal weapons of any kind shall be allowed on the Premises at any time.

Please note that rooftops are not leased "living space". Tenant(s) are restricted from congregating on rooftops and hanging out windows. This includes main rooftops, as well as porch roofs and all windows. Tenant(s) are also expected to use extreme caution when enjoying porches and balconies.

All common area hallways are to be free from furniture or any other tenant property.

CARE OF THE PREMISES BY TENANT(S)

Tenant(s) agree not to injure or deface the premises in any manner, but to keep and preserve it in good order, and at the expiration of this contract or its earlier termination, to peacefully and quietly yield up the Premises in as good or better order and condition as it is in at the time of first taking possession.

Tenant shall not drive large nails or screws into the walls or woodwork, nor deface these in any way. No tape or other adhesives shall be used to attach items to the walls. Pictures or other items may be attached to the walls using small nails, fun tack, or small hangers designed for this purpose which minimizes damage to the walls provided that an excessive number of these shall not be used. Tenant(s) shall be held responsible for the cost of repairing any holes caused by attaching items to the walls.

The cost of repairing any defacement or damage caused by Tenant(s), their visitors, or any third party shall be charged against the Tenant(s) as additional rent. Landlord shall not be obligated to determine which occupant(s) of the Premises are responsible for any damage which may occur, and Tenant(s) shall be held responsible for said damage jointly and severally.

Tenant(s) shall not keep, use, nor allow any flammable or explosive fluids or compounds within or near the Premises: nor shall Tenant(s) do anything which violates the provisions of any insurance policy covering the Premises, which increases the hazard of loss, or poses a danger to the building or its occupants.

Tenant(s) shall protect and keep the entire Premises secure at all times.

Tenant(s) shall not place nor permit cars, trucks or other vehicles on the lawn or on other parts of the Premises where they are not intended. Any damage to the Premises caused by failure to comply with this provision shall be charged to Tenant(s) as additional rent.

Tenant(s) shall keep the Premises and its appliances and equipment clean and free from rubbish at all times. If the Landlord is required to pay for any cleaning or hauling of trash, the cost will be charged to Tenant(s) as additional rent. (\$30.00 per bag)

Tenant(s) shall keep the Premises heated at all times during the heating season. In the event Tenant(s) fail in this respect, and any freezing or bursting of pipes or other damage occurs due to the lack of heat, the cost repairing the damage shall be charged to the Tenant(s) as additional rent.

Tenant(s) shall not overload the electrical service. Landlord reserves the right to require removal of any electrical device which in Landlord's opinion is unsafe contains faulty wiring or exceeds the capacity of the electrical circuit to which it is connected. If any such item is not immediately disconnected and removed upon Landlord's demand, Landlord shall have the right to disconnect and remove said device without liability.

Tenant(s) shall not employ additional or auxiliary heating devices, nor use the appliances to provide heat.

Tenant(s) shall inspect and test the operation of the smoke detectors at the commencement of this contract, and then monthly thereafter, and replace batteries as needed in order to keep the smoke detectors operable at all times. Tenant(s) shall notify the Landlord in case any smoke detector is not functioning properly.

It is the tenant's responsibility to have an ABC dry chemical fire extinguisher with a U. L. classification of 2A minimum to be hung 3'-5' from the top of the extinguisher to the floor in accordance with NFPA 10 standard. Tenant(s) shall not discharge fire extinguishers without due cause. Tenant(s) shall notify Landlord whenever any fire extinguisher is discharged. In all common areas where there are fire extinguishers, Landlord will conduct inspections during the year to ensure each is in proper working condition.

Tenant(s) shall not place a waterbed in the Premises without the prior written permission of the Landlord.

If an infestation of any kind occurs during your occupancy, you, the tenant, will be responsible for all extermination fees. Once notified, the landlord will take the appropriate steps and schedule the extermination for the apartment or house. The tenant is to follow all protocols and procedures.

NOISE

Tenant(s) shall not engage in any noise activity which disturbs others or which can be heard outside the building, including but not limited to loud parties, playing of musical instruments, televisions, radios, or other sound equipment; nor engage in loud talk at any time; nor act in any other manner which disturbs others. Violation of this provision will result in a **\$25.00 noise violation fee** being added to the tenants' account. One verbal warning plus noise violation fee will be given the first time. The second time, the tenant will be given a written warning plus noise violation fee. The third time, the tenant will receive a noise violation fee and is grounds for eviction. Quiet Hours are observed daily: 10:00pm - 7:00am. Landlord reserves the right to make improvements to the property. Noise may be created by maintenance staff during the hours of 7:30am - 6:00pm. No compensation or rent reduction will be made to tenant due to the noise of construction.

RESTRICTIONS AS TO GUESTS

There are to be no more than double the number of Tenant(s) on the Premises at any time. No overnight guests are permitted without the prior approval of the Landlord. If guests stay longer than two nights without approval, the tenant will be billed the equivalent of one month rent per guest and said violation shall be grounds for eviction.

SUBLEASE

Tenant(s) shall not sublease the Premises, nor assign this contract, nor permit the use of the Premises or any part of the Premises to any other person **without the prior written consent of the Landlord**. The landlord may refuse consent to sublease at their sole discretion. Subleasing **does not** release the original tenant(s) from their contract. Should the person(s) subleasing default on the lease contract, the original tenant(s) will be responsible to pay through the end of the leased terms.

PETS

Tenant(s) shall not keep nor allow a dog, cat, or another animal on the Premises at any time without written permission from a landlord. A fee of **\$25.00 per day** will be charged for pets found in or on the premises and is grounds for eviction **unless a pet agreement has first been approved by the Landlord**. If a pet is found on the premises without an agreement, the number of days penalty will be equal to the occupancy period. BPM has a NO PET POLICY without a prior signed pet agreement. In addition, please be aware and understand that any dog on this list OR any dog that has exhibited any dangerous behavior, whether on this list or otherwise, is prohibited on ANY property managed by BPM. Prohibited dog breeds are: Akita, Chow, Pitbull AKA Staffordshire Terrier, Presa Canario, Rottweiler, Shar-pei, Wolf Hybrids.

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1.5 MAINTENANCE

REPAIRS

Tenant(s) shall make no repairs, alterations, nor improvements to the Premises. Landlord shall not be required to perform any repairs during this contract except at Landlord's option or as required by law.

Tenant(s) shall furnish and replace as needed all light bulbs, smoke detector batteries, and all other consumable items and supplies used in the Premises during the term of this contract at their own expense.

Tenant(s) shall notify the Landlord of any roof leaks or other major repairs to the Premises which may become necessary.

Tenant(s) shall be responsible for the cost of services to the Premises for clogged drains, clogged toilets, clogged disposals, adjustment and cleaning of thermostats, the extermination of insects or other pests, and other such minor repair or service calls. Tenant(s) shall be held responsible for the cost of any repair or replacement which becomes necessary due to the willfulness, neglect, or negligence of Tenant(s), their visitors, or other occupants of the Premises.

Landlord reserves the right to repair any damage done to the unit by the tenant(s) or otherwise at any time with proper notice of entry to the tenant(s). Damage caused by the tenant(s) will be billed to and payable by the tenant(s), due upon receipt.

NO REDUCTION IN RENT FOR CIRCUMSTANCES BEYOND LANDLORD'S CONTROL

No elimination or reduction in rent, nor other compensation shall be claimed by Tenant(s) for any inconvenience or discomfort arising from repairs or improvements being made to the Premises or its equipment, nor from any space taken to comply with any law or governmental authority, nor from Landlord's failure to supply any services, utility, or supplies agreed in this contract due to causes beyond the Landlord's control. In the case of any such curtailment of services, utility or supplies, Landlord shall make a reasonable effort to reinstate the same as soon as practicable.

1.6 RELEASE OF TENANT

RELEASE OF TENANT

In the event, a Tenant desires to vacate the Premises and be released from this contract, and a suitable replacement occupant can be found, Landlord shall have the absolute right to accept or reject said replacement at Landlord's sole option. In the event said replacement is accepted by Landlord, the replacement must sign this agreement. ***The replacement occupant shall pay a security deposit in at least the same amount as the vacating tenant***, and all rent and other payments must be paid up to date before the vacating Tenant shall be released. Landlord shall return Security Deposit, less expenses, and deductions after all occupants have vacated the premises. If the unit is shared by more than one occupant, all other tenants must approve replacement tenant in writing.

Landlord shall have the right to charge a reasonable fee for allowing any such replacement and for the trouble of handling the pro-ration of rent and handling of security deposits. If there is not a suitable replacement found, ***the tenant(s) will be responsible to pay through the end of the leased terms***. If there are cleaning or repair charges at move out, the charges will be billed to the tenant and ***due upon receipt***.

1.7 LANDLORD'S RIGHTS

LANDLORD'S RIGHT TO ENTER, INSPECT, AND LABEL PREMISES

Landlord or Landlord's agent shall have the right to enter the Premises at any reasonable time to examine the condition of the Premises, or for the purpose of making repairs or improvements, protecting the Premises from damage, or to show the Premises for rent or sale. Landlord will attempt to notify Tenant(s) at least 24 hours in advance of any intended entry if it is possible and reasonable to do so. Tenant(s) shall not unreasonably restrict nor prohibit any such entry. In case of emergency, potential emergency, or condition requiring immediate attention, Landlord or Landlord's agent may enter without prior notice.

Landlord or Landlord's agent shall also have the right to establish a program of periodic scheduled inspection of the Premises during reasonable hours of the day or evening, to examine its condition and to verify compliance by Tenant(s) with the terms of this contract. If such a program is established, Landlord shall inform Tenant(s) of the inspection schedule in advance, and no further notice shall be required for inspections under said program.

Landlord shall have the right to label the Premises for rent or for sale.

If tenant(s) refuses entry for rental inspection, tenant(s) will be responsible to pay \$65.00 re-inspection fee. If it is found upon safety inspection that there is safety equipment missing or damaged, tenant(s) will be responsible to pay for replacement equipment/items in addition to the \$65.00 re-inspection fee.

LANDLORD'S RIGHT TO TERMINATE CONTRACT

Landlord reserves the right to terminate this contract at any time by giving Tenant(s) 30 day's prior written notice. Upon receipt of notice that Landlord has exercised said right, Tenant(s) agree to vacate the Premises on or before the expiration of the notice period. If Tenant(s) fail to vacate the Premises in such event, Landlord may use every right provided in this contract or by law to obtain possession of the Premises. The pro-rated portion of paid rent would then be returned by Landlord for the remainder of the lease term.

MISCONDUCT BY TENANT AND TERMINATION FOR CAUSE

If any Tenant or any guest of any Tenant cause a disturbance, disrupts the quiet and/or safety of others or of the Premises, or in any other manner whatsoever violates this contract and if said conduct after Landlord has given one written notice of the violation is not immediately

corrected; or if a subsequent violation occurs after said notice, Landlord shall have the right to terminate this contract with five (5) days written notice, and to obtain possession of the Premises at the end of said period using every right provided in this contract or by law.

Termination of this contract by Landlord under this provision shall not relieve tenant(s) from their financial obligation to pay the rent and to pay all other charges due under this contract; and in addition, Landlord shall be entitled to collect all costs and expenses required to obtain possession of the Premises from Tenant(s) including reasonable attorney's fees, should tenant(s) be in default of this contract.

RULES AND REGULATIONS

Landlord reserves the right to impose reasonable rules and/or regulations in addition to the requirements of this contract, for the purpose of the proper administration of the Landlord's property. Such regulations shall apply to all the residents of the property. Landlord shall notify Tenant(s) of any rule or regulation in writing prior to the date it becomes effective. Tenant(s) agree to comply fully with any rules and regulations which may be attached to this contract, or which may be imposed by Landlord during the term hereof. **Addendum:** Cleaning and Repair Charges at Move-Out, Lead Paint Disclosure, Infestation Policy, and House Rules. **Attachments:** Experian Credit Booklet, Lead-Based Paint Booklet, Move-out Form, Parking Contract Educational Grants, and Loans payment extension form., Utility Form.

TITLE AND QUIET ENJOYMENT

Landlord affirms to Tenant(s) that the Landlord has the right and authority to enter into, execute, and deliver this contract.

Landlord further affirms that if Tenant(s) pay the rent and perform the duties, covenants, and responsibilities of this contract, Landlord shall not hinder the peaceful and quiet enjoyment of the Premises by Tenant(s) during the term of this contract.

1.8 DEFAULT-CLAUSE

During the term of this contract, or any of its renewals, Tenant(s) shall be in violation if any of the following conditions occur, and as often as they occur:

- a) Upon the failure of any Tenant to pay any installment or installments of rent, additional rent, or any other amount due hereunder, after five (5) days notice of said failure; or to keep all of the covenants and responsibilities of this contract after notice of said failure is given; or
- b) If any Tenant shall make any attempt or manifest any intention to remove the goods or effects of any Tenant or occupants out of or off of the Premises; or
- c) In the case of judicial seizure of any Tenant's goods which are located on the Premises; or
- d) If a petition for legal determination of any Tenant as a voluntary or involuntary bankrupt shall be filed under the Acts of Congress related to bankruptcy, or if an application is made for appointment of a receiver for any Tenant or if any Tenant makes an assignment for the benefit of creditors, without first having paid and satisfied the Landlord in full for all rent which may become due and payable during the term of this contract;
- e) The violation by any Tenant of drug or liquor laws, or the seizure of drugs on the premises;

IN THE EVENT OF SUCH DEFAULT LANDLORD MAY THEN PROCEED to recover possession of the Premises as provided by law and/or to collect, as provided by law, all rent, additional rent, and all other amounts due under this contract including if Landlord shall elect, and to the extent permitted by law, the entire amount of rent for the full term of this contract from beginning to end as though the entire amount was due on the first day of the term in advance, along with interest, costs of suit and reasonable collection and attorney's fees, and Landlord may demand this amount from the proceeds of any sale that may occur of any goods of Tenant(s).

TENANT(S) SPECIFICALLY WAIVE PRIOR NOTICE TO VACATE, AND LANDLORD MAY PROCEED WITH ANY ACTION AT LAW WITHOUT ANY ADDITIONAL PRIOR NOTICE TO TENANT(S) WHATSOEVER.

In the event of a default by any Tenant as specified above or under any of the terms of this contract, Landlord may, at his option, and without prior notice to Tenant(s):

- a) Take immediate possession of the Premises as though this contract had expired, provided said action is legally permitted. Said action shall under no circumstances be considered as an eviction of Tenant(s), nor as forcible entry, nor a holding back of the Premises from Tenant(s); Tenant(s) having forfeited possession by such default, and/or
- b) Declare this contract null and void and demand possession of the Premises from Tenant(s), using all right or remedies as provided by law.

Should Tenant(s) fail to comply with any of the covenants, conditions, or responsibilities of this contract Landlord shall be entitled to collect all costs incurred for loss of interim rent, advertising, brokerage fees, decorating and preparing the premises for another occupant, attorney's fees, court costs, cost of time spent by Landlord and Landlord's employees in securing another occupant for the premises, and all other costs incurred by Landlord by virtue of said default, including collection agency fees.

1.9 DUTIES OF TENANT(S) AT END OF CONTRACT

Before vacating, Tenant(s) shall thoroughly clean the Premises, and shall leave it ready for another occupant(s), to the satisfaction of the Landlord. Cleaning shall include but not be limited to: professional carpet cleaning, all appliances, fixtures, furniture, walls, floors, ceilings,

windows, woodwork, window blinds and doors. Tenant(s) shall remove all rubbish and all their goods and possessions from the Property. In the event Tenant(s) fail to properly clean the Premises, Landlord shall be entitled to collect from Tenant(s) any costs incurred by Landlord for cleaning and for removal of trash, including also the cost of time spent by Landlord and Landlord's employees. ***It is further understood*** that it will be the tenants' responsibility to schedule a Move-Out Inspection 30 days prior to the end of the lease or move out date. At that time, the maintenance supervisor will instruct the tenants on what cleaning and repairs should be done BEFORE the lease end date or the move out date to receive the full security deposit back. It is also the tenants' responsibility to schedule an appointment for the FINAL Move-Out Inspection. During the FINAL Move-Out Inspection, the maintenance supervisor will determine what deductions, if any, will come from the security deposit. If there is a balance due at Move-Out, the balance will be due at the time of Move-Out in addition to giving a forwarding address in writing and returning the keys, parking passes, etc.

ABANDONMENT OF GOODS

All goods and belongings left on the premises at the expiration of this contract shall be considered abandoned, and the Landlord shall be entitled to remove all such goods and belongings and to dispose of them as the Landlord sees fit without any liability whatsoever to any Tenant or any other third party.

In the event it reasonably appears to Landlord that Tenant(s) have abandoned or vacated the Premises at any time during the term of this contract, Landlord shall be entitled to remove any items remaining or left behind by Tenant(s) and to dispose of them as Landlord sees fit without any liability whatsoever to any Tenant or any other third party. Landlord shall be entitled to collect from Tenant(s) any costs incurred for the disposal of any items left behind or abandoned by Tenant(s).

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1.10 ENTIRE AGREEMENT

This contract and any attachments hereto contain the entire agreement between the Landlord and the Tenant(s). No representative or agent of the Landlord has been authorized to make any representations or promises with reference to the Leased Premises or this contractor to alter or modify it in any way.

No additions, changes, or modifications shall be binding unless reduced to writing, signed by both Landlord and Tenant(s), and attached hereto.

COLLECTIONS / CREDIT REPORTING: Tenant acknowledges that Landlord may enlist the service of a third party collection agency to recover amounts due from Tenant under this contract. Tenant shall be responsible for all costs incurred by Landlord in the use of said collection agencies. Tenant also acknowledges that Landlord or its designees may report Tenant(s) default under this contract to credit reporting agencies as permitted by law.

TENANT(S) AFFIRM, BY SIGNING AND EXECUTING THIS CONTRACT THAT THEY HAVE READ THE ENTIRE AGREEMENT, AND FULLY UNDERSTAND ALL OF ITS PROVISIONS. LANDLORD AND TENANT HAVE PREPARED THIS WRITTEN DOCUMENT IN ORDER TO SPECIFY, CONFIRM, AND MAKE THEIR AGREEMENT KNOWN, AND HAVE SIGNED AND SEALED IT BELOW, INTENDING TO BE LEGALLY BOUND BY ALL OF ITS COVENANTS AND PROVISIONS.

READ YOUR CONTRACT. IT IS A LEGAL DOCUMENT AND YOU WILL BE HELD RESPONSIBLE FOR ITS TERMS.

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. Lease Addendum

2.1 LEAD PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(ii) X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgement (check)

(c) X Lessee has received copies of all information listed above.

(d) X Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgement (initial)

(e) X Agent has informed the lessor or the lessor’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

2.2 CLEANING AND REPAIR CHARGES AT MOVE OUT

Tenant shall thoroughly clean the premises to ready for another occupant(s), to the satisfaction of the Landlord. Cleaning shall include, but not be limited to, shampooing of all the carpeting, cleaning all appliances, fixtures, washing of the walls, floors, ceilings, windows, woodwork, doors, and removal of all garbage from the premises and the surrounding area.

If prior to moving out, you do not clean the items listed below and do not leave them in satisfactory conditions, the following charges will be deducted from your Security Deposit. If your Security Deposit is insufficient to cover the charges, you will be charged, in addition to your security deposit being withheld, the amount needed to cover damages and cleaning.

*****This list is not all-inclusive and prices may be subject to change*****

Kitchen Cleaning		Bathroom Cleaning	
Refrigerator/ Freezer	\$50.00	Bath Tub/Shower stalls	\$30.00
Oven	\$50.00	Toilet	\$20.00
Stove	\$50.00	Sink	\$20.00
Drip pans	\$10.00	Dust walls/ceiling	\$25.00
Vent hood	\$15.00	Countertop	\$20.00
Countertops	\$15.00	Floor	\$15.00
Cabinets	\$25-\$35.00	Miscellaneous Cleaning	
Sink faucets	\$20.00	Vacuum hallway	\$10.00
Floor	\$25.00	Shampoo hallway	\$20.00
Dust walls/ceiling	\$25.00	Dust hallway	\$10.00
Living Room Cleaning		Wash hallway walls	\$20.00
Vacuum carpets	\$10.00	Dust closets/shelving	\$25.00
Shampoo carpets	\$40.00	Bedroom Cleaning	

Dust walls/ceiling \$25.00

Curtains/blinds \$15.00

Vacuum carpet \$15.00

Shampoo carpet \$30.00

Dust walls/ceiling \$25.00

Curtains/blinds \$15.00

Replacement/Repair charges

Holes in walls \$10.00-100.00

Window glass \$50.00-200.00

Window screen \$45.00-100.00

Storm window \$35.00-100.00

Outlets cover \$1.00

Light bulbs \$2.00-7.00

Light globes \$15.00-75.00

Refrig. shelf \$30.00

Refrig. crispers \$30.00

Crisper covers \$30.00

Paint \$30.00/per wall

Smoke alarm \$40.00

Fire extinguisher \$100.00

Doors \$100.00-300.00

Towel bar \$25.00

Shower rod \$20.00

Medicine cabinet \$80.00

Toilet Seat \$25.00

Thermostat \$50.00

Drip pans \$25.00

Trash removal \$30.00/per bag

2.3 INFESTATION POLICY

The property located at<<Unit Address>> has been thoroughly inspected and cleared of any type of infestation: including, but not limited to: Bedbugs. If an infestation of any kind occurs during your occupancy, YOU, THE TENANT, will be financially responsible for all extermination fees. The landlord will take the appropriate steps and schedule the extermination for the apartment or house. The estimated cost for the extermination and final inspection is \$500.00 per apartment, not including common areas that may be charged additionally.

X _____
Initial Here

2.4 HOUSE RULES

Tenant(s) will be charged according to the following rate schedule for mishaps and violations of the House Rules and Regulations: (charges are subject to change without notice)

- 1. Illegal Pets Minimum Charge \$25.00 per day violation**
- 2. Check returned from bank \$35.00 each time deposited**
- 3. Lockout after office hours \$25.00**
- 4. Late Rent Fee 10% of balance due**
- 5. Lost key \$20.00**
- 6. Lock Change \$100.00**
- 7. Lost mailbox key \$5.00 (if applicable)**
- 9. Noise violation \$25.00 per incident**
- 10. Fire alarm misuse \$1000.00**
- 11. Early utility turnoff \$100.00**

- 12. Garbage violation \$30.00 per bag not in a container
- 13. Tape or Nails Approximately \$100.00 per room
- 14. Lost parking permits \$25.00 (if applicable)

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. BPM HOUSING CONTRACT

3.1 BPM HOUSING CONTRACT

BPM HOUSING CONTRACT

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed