

# LEASE AGREEMENT: Village at Whitehall

This lease agreement, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **CZS Development LLC, a West Virginia Limited Liability Company**, of the City of Fairmont, County of Marion, State of West Virginia hereinafter called "LANDLORD" and

hereinafter collectively called "TENANT". This agreement shall be enforced and construed in accordance with the laws of the state of West Virginia and venue regarding any matters relating thereto shall be in Marion County, West Virginia, or at the option of the LANDLORD in Monongalia County, West Virginia. It is hereby expressly covenanted and agreed between LANDLORD and TENANT as follows:

1. LANDLORD hereby lets and demises unto TENANT Unit \_\_\_\_\_, of "The Village at Whitehall". This unit, consisting of a \_\_\_\_ bedroom rental unit, unfurnished **with / without washer/dryer** as more particularly described on "Exhibit D" attached hereto and made part hereof, situated at \_\_\_\_\_, in the County of Marion, State of West Virginia. This lease is for the term of \_\_\_\_ months, at the total monthly rental of \$\_\_\_\_\_, in advance, which sum includes the above described rental unit, as described in Exhibit D. The first payment thereof to be made the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and each successive monthly payment being due on the 1<sup>st</sup> of each month thereafter during the term of the lease, with final payment due on \_\_\_\_\_, \_\_\_\_\_. Furthermore, this lease begins at 12:00 pm (noon) on \_\_\_\_\_, \_\_\_\_\_ and expires at 12:00 pm (noon) on \_\_\_\_\_, \_\_\_\_\_.

2. TENANT agrees to pay rent punctually on the first (1<sup>st</sup>) day of each month. Rent is payable at the address of CZS Development, LLC., to wit: 1 Village Drive, Fairmont, West Virginia 26554, without demand being made therefore. In the event that the rent is not paid by the fifth (5<sup>th</sup>) of each month a late fee of ten percent (10%) of the monthly rental shall be charged to TENANT on the sixth (6<sup>th</sup>) day of said month. Starting on the seventh (7<sup>th</sup>) day of said month until the time that the rent is paid, in full, an additional \$3.00 per day will be charged. Furthermore, any returned checks will be charged an extra fifty (\$50.00) dollars due immediately upon demand. After two (2) returned checks, only cash, cashiers check, money order or a valid credit card will be accepted for future payments.

3. TENANT, both singular and plural, is jointly and separately responsible for the entire amount of rent per month, and is jointly and separately responsible for any damage to premises caused by them.

4. TENANT shall deposit with LANDLORD a security deposit in the sum of \$\_\_\_\_\_, upon the expiration of the lease said security deposit is to be returned to TENANT as further described in this paragraph. Provided that (a) ALL TENANT ACCOUNTS ARE PAID IN FULL, INCLUDING BUT NOT LIMITED TO RENT, LATE FEES, AND GARBAGE FEES, and (b) LANDLORD and TENANT has agreed after due inspection that the said leased premises have suffered no damage, other than normal reasonable wear and tear, as a result of the TENANT's occupancy. **This security deposit MAY NOT be applied to rent payments in any way.** In the event of disagreement on point (b), the parties further agree to appointment of an independent inspector, approved by both parties, whose costs are to be incurred by the party that is wrong, and whose decision with respect thereto shall be binding. Other guidelines for this security deposit are described in detail under numbers five (5), six (6), and eight (8). Also, due is \$50 utility deposit to be held until all utility bills are paid at the end of the lease. If no bills remain CZS will reimburse the \$50 with the security deductions.

Notwithstanding any other terms or conditions in this lease agreement or any exhibits attached hereto or included herewith to the contrary, in the event that the rental unit has suffered damages, normal wear and tear

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excluded, at anytime prior to the expiration of this lease agreement, the landlord shall so notify the tenant of same and the estimated cost for repair of same and the tenant shall be required to pay the landlord the aforesaid costs within ten (10) days of the tenant's said notification. In the event that the tenant fails to remit to the landlord full payment for said costs shall not be deducted from the security deposit but shall be a debt immediately due the landlord by the tenant independent of the security deposit. The tenant agrees that the tenant shall be responsible for all costs and expenses, including attorney's fees, with respect to any legal remedies pursued by the landlord for same. The landlord may, at its sole option and at its sole discretion, permit the tenant to repair or otherwise remedy the said condition. Moreover, in the event that the landlord's actual costs for the repair of said condition exceeds the estimated costs for repair of said condition, the tenant shall be responsible for the actual costs and shall within ten (10) days of the tenant's notification of same, shall immediately remit to the landlord the said difference.

5. TENANT agrees to, at the end or sooner termination of this lease, peaceably deliver unto the LANDLORD the premises in as good order and repair as the same now are, reasonable wear and tear expected, and to remove any and all rubbish and refuse matter there from and that the following list will constitute the minimum cleaning requirements to be, or caused to be, done by the TENANT prior to the return of the TENANT's security deposit: (a) paint all walls and ceilings, if painting is completed by TENANT it must pass inspection; (b) professionally shampoo all carpets, and only a receipt that is less than five (5) days old from a local carpet cleaning company stating the cleaning address and what was cleaned will serve as verification; (c) scrub and wax all floor areas, including under the stove and refrigerator, and washer/dryer areas; (d) clean out all bathroom fixtures, including vanity, tile, drawers, cabinets and shower; (e) clean stove, refrigerator and kitchen cabinets, inside and out; (f) clean all doors and door facings; (g) clean all trim; (h) vacuum all furniture if rental unit is furnished; (i) all light fixtures are equipped with working light bulbs and dusted. LANDLORD may make deductions from the security deposit to pay for any of these items that are not completed by TENANT and any other such work as may be reasonably necessary. It is the responsibility of TENANT to contact LANDLORD, in writing, with the date the rental unit will be vacated, this date to be no later then noon on the expiration date of the lease. All belongings must be removed at that time, as well as any garbage, and work must be completed. Furthermore, any items left in the rental unit after the expiration of the lease will be disposed of by LANDLORD and TENANT will be charged for removal of any item at the rate of \$25 per item. The rental unit must be completely ready for the new tenant. If the unit is not ready, TENANT may be responsible for charges at a premium rate in addition to the charges listed as follows. The following charges will apply for service that must be completed:

Painting/Patching- If a full paint is required a minimum charge of \$250 for a one (1) bedroom, \$350 for a two (2) bedroom and \$400.00 for a three (3) bedroom will be charged. Any painting other than a full paint will be charged at a rate of \$35.00 per man hour, plus the cost of materials. Any patching that is required will be charged at a rate of \$35.00 per man hour, plus the cost of materials. If TENANT chooses to paint the rental unit, LANDLORD will supply paint and brushes. TENANT will be responsible for the quality of their painting and must paint in a workmanship manner.

Cleaning- If a full cleaning is required a minimum charge of \$100.00 for a one (1) bedroom, \$130.00 for a two (2) bedroom and \$160.00 for a three (3) bedroom. Any cleaning needed other than a full clean will be charged at a rate of \$35.00 per man hour.

Carpet Shampooing- A charge of \$85.00 for a one (1) bedroom will be charged, \$115.00 for a two (2) bedroom and \$140.00 for a three (3) bedroom. This charge is for one (1) complete shampooing, if the carpet requires additional shampooing, repairs, or odor control an additional charge will result. Pet apartments will be charged a different rate because of the chemicals that have to be used on the carpet. A charge of \$105.00 for a one (1) bedroom will be charged, \$140.00 for a two (2) bedroom and \$180.00 for a three (3) bedroom.

Maintenance- There will be a \$35.00 minimum charge for any maintenance that must be completed. Work of this type will be charged at the rate of \$35.00 per man hour, plus the cost of materials. Materials include but are not limited to light bulbs, batteries, and drip pans. Any other damage will be charged at material replacement and labor cost.

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6. At the end of the TENANT's occupancy, but prior to the expiration of the lease, LANDLORD agrees to inspect, accompanied by TENANT if requested, which such request must be made fourteen (14) days prior in writing, said rental unit and to state and note noticeable damages, if any, which LANDLORD intends to claim against TENANT. Furthermore, TENANTS agree that the rental unit must be vacated and all keys must be handed to an agent of the LANDLORD at this time, this also applies to partial move outs. Any entry to the rental unit by TENANT after the inspection will cause the inspection to be void. A charge of \$50.00 will result in the event that a key is not handed to an agent of the LANDLORD.

7. LANDLORD agrees to provide TENANT with an itemized list of all deductions from the deposit. (a) LANDLORD will mail said deduction sheet to TENANT, at the address they provide, no later than the first week of the third month after the expiration of the lease agreement. i.e. In the event that your lease ends in May, the said deduction sheet will be mailed to TENANT, at the address they provide, no later than the first week of August of the same year; (b) at that time, TENANT will need to sign the said sheet and return it to LANDLORD; (c) LANDLORD will issue a check within thirty (30) days of receipt of the signed form; (d) furthermore, the deduction sheet expires on the first day of the fifth month after the expiration of the lease agreement and any received after said date will be invalid and un-payable. i.e. In the event that your lease ends in May, the said deduction sheet will expire on October 1<sup>st</sup>.

8. Whether or not TENANTS shall have accepted keys to the apartment, if TENANTS sign this lease and shall not take possession or move-in to the apartment, the TENANTS understand they shall be completely responsible for the apartment and obligated to pay all amounts due to the LANDLORD under this lease (without regard to the fact they have not accepted keys or taken possession).

9. TENANT agrees to inspect, accompanied by LANDLORD if requested, the rental unit at the beginning of the occupancy of the premises, and, if necessary, provide an inventory, an itemization of damages present at such time; to provide a copy of the list to LANDLORD within five (5) days from taking occupancy. In the event TENANT requests to move into the rental unit prior to the beginning of the lease permission from the LANDLORD shall not unreasonably be withheld. If permission is granted and TENANT chooses to take early occupancy, TENANT accepts responsibility for the rental unit in the condition it is in, in other words, LANDLORD will not do any further work to prepare the rental unit for TENANT and TENANT will still be responsible to complete all move out requirements before vacating as outlined in number five (5) above. . If the apartment is considered to be a partial move-out, ALL tenants involved must agree, in writing, that the new tenant moving in will take apartment "as is".

10. TENANT shall be bound by the restrictions, protective covenants, charges, reservations, rights of way and any other matters and conditions as set forth in any and all documentation that exists or will be imposed by CZS Development, LLC, all of which, by the acceptance of this Lease Agreement, provided that TENANT is given reasonable notice thereof, the TENANT covenants and agrees to abide by and fully perform, as part of the consideration for the letting of the above described unit.

11. If TENANT violates the Lease Agreement in any manner the LANDLORD, at its option after two (2) written notices shall have the right to service and enforce a five (5) day eviction notice to TENANT. Upon any such eviction, TENANT understands and agrees that all privileges allowed in this lease are immediately revoked.

12. If at any time during and before the expiration of the term of this lease TENANT shall vacate or attempt to vacate the said unit, or shall make default in any of the covenants herein contained to be performed by TENANT, said premises may be rendered until all rent payments are current, or the agrees that in the event of invocation of the provisions of this paragraph, LANDLORD will immediately undertake to re-let the demised premises at a reasonable rental rate, and any rentals received in connection therewith shall be credited to the account of the TENANT, minus any reasonable charges for cleaning, damages, or other costs incurred, such as advertising or rental commissions the minimum for whole of the rent for the said term then remaining unpaid

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shall, at the option of the LANDLORD, be and become payable forthwith. LANDLORD shall have full power and authority to institute any action at law or in equity for the collection thereof, to proceed by distress or any other process of the law to collect the same, or at its option, it may declare the said term ended and re-enter the premises and every part thereof and remove all persons there from or to proceed by action for the recovery thereof or otherwise. Furthermore, LANDLORD charge for this action is \$175.00.

13. LANDLORD agrees that if TENANT should vacate the premises without cause and in violation of this Lease Agreement, the LANDLORD shall exercise due diligence to re-let the premises, and recover against TENANT for rent due is limited to the damages actually incurred by LANDLORD who has exercised such due diligence to re-let the premises.

14. TENANT shall have the right to sublet the leased premises, subject to the prior written approval of the LANDLORD, which prior approval shall not be unreasonably withheld. If you are one of the principal parties on the lease and want to sublet your interest in the apartment then there is a fee of \$75.00 per transaction. TENANT understands they are responsible for all rent payments to be paid on time from anyone that may sublet from them. TENANT is also responsible for any damage that may occur. In addition, the sublet will be required to pay a security deposit and the TENANT'S security deposit will continue to be held by LANDLORD until the expiration of the lease. In the event that more than one individual is listed as TENANT, all such individuals must agree, in writing, to the sublet. In the event that TENANT renews and a sublettor later signs onto the lease for the remainder of the term, the sublettor will not be entitled to the renewal rate. The sublettor will have to sign at the then applicable rate.

15. TENANT waives all claims it may have against LANDLORD and its agents or employees, for injury or damage to person, property or business sustained by TENANT, its guests or invites resulting directly or indirectly from the premises or resulting directly or indirectly from any act of LANDLORD or any other occupant of the building. This provision shall apply without limitation to damage caused by water, snow, frost, steam, gas, sewer gas, or odors, mold, mildew, allergens or by the bursting or leaking of pipes or plumbing works or the failure of any appurtenances or equipment.

16. TENANT may, if in compliance with this Lease Agreement, renew the lease agreement at the then applicable rental rate. If the lease is not renewed, LANDLORD may at reasonable terms and with reasonable notice exhibit the unit to a prospective tenant. In the event that LANDLORD notified TENANT the rental unit is going to be viewed by a prospective tenant, TENANT agrees to have the rental unit in respectable condition. Furthermore, TENANT is required to give unto the LANDLORD one month prior to the expiration of their lease a written notice as to their intent to vacate the premises. Upon doing so, the said lease will expire as dated. Otherwise, the said lease, at the option of LANDLORD, will automatically renew for one (1) year.

17. TENANT is responsible to pay all utilities for the duration of the lease, including garbage. TENANT must have all utilities in their name from the start of the lease and continue to be in their name until the lease is terminated. In the event that TENANT chooses to take the service out of their name, TENANT understands that LANDLORD could terminate service or enforce other options. (a) TENANT agrees to keep the rental unit at a reasonable temperature level. In particular, TENANT acknowledges the importance of maintaining a heated unit during cold weather on school vacations to prevent freezing of pipes and other possible related damage. At no time during cold weather, October through March, can your heat be turned off and must be set at a minimum of sixty (60) degrees, whether a TENANT or guest is present or absent from the property. In the event that LANDLORD inspects the rental unit and finds that TENANT has had the heat turned off, during cold weather, then TENANT shall owe the LANDLORD a one-hundred (100) dollar fee, which shall be due from TENANT unto the LANDLORD immediately upon demand, and further in the event that the TENANT has had the heat turned off, the TENANT shall be liable unto the LANDLORD for any and all damages that may occur or result to LANDLORD'S property or to the property of any other TENANT as a result of the heat being turned off.

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(b) TENANT is responsible to show verification to LANDLORD that the utilities are in their name. If TENANT fails to show said verification prior to occupancy, LANDLORD, at its option, will allow access to the apartment with an additional \$300 cash utility deposit.

TENANT will then have thirty (30) days to show that the utilities have been put in the TENANT's name, at that time the cash deposit will be refunded to TENANT within fifteen (15) days. If TENANT fails to show proof that utilities are in their name within thirty (30) days, the \$300 cash utility deposit is forfeited. Furthermore, TENANT will be responsible to pay for any utility bills incurred by LANDLORD for the duration of the lease, the \$300 utility deposit, even if forfeited, cannot be applied to the cost of any utility bills. (c) Garbage is a yearly fee payable to the LANDLORD. The yearly fee is one hundred eighty dollars (180). The fee is for usage of the dumpster provided by LANDLORD. This fee does not cover removal of garbage from the rental unit or any common area, as further described in Exhibit A number nine (9).

18. TENANT is required to carry renters insurance, including flood insurance, or the equivalent thereof on his or her personal property and belongings. LANDLORD shall not be liable for personal injuries or property damage or loss from theft, vandalism fire, water, weather conditions (including but not limited to hurricane, tornado, and rain), explosion, or any other causes whatsoever, unless the same is due to the negligence of LANDLORD, its agents, servants, or employees. LANDLORD shall not be liable for loss or damage resulting from failure, interruption, or malfunction of the utilities, appliances, or fixtures provided to the TENANT under the terms of this Lease Agreement. Further, LANDLORD shall not be liable to the TENANT or the TENANT'S invites, family, employees, agents, or servants for any personal injuries or damage to personal property caused by any act or negligence of any other person on said premises other than the LANDLORD and the agents, servants, and employees of the LANDLORD. TENANT hereby agrees to indemnify and hold harmless the LANDLORD from and against any and all claims for damages to property or personal injury and costs including attorneys' fees, arising from TENANT's use of the premises, or from activity, work, or things done, permitted, or suffered by TENANT in or about the premises. During the leasing term if there is an abnormal increase in insurance for LANDLORD this increase will be passed on to TENANT as a prorated increase in rent. An abnormal increase would be 50 % or more.

19. LANDLORD agrees to keep the premises, including all furniture and appliances furnished by LANDLORD, in reasonable repair during the term of the Lease Agreement, except when disrepair had been caused by the action of TENANT or their guest. It is required that all TENANTS keep on hand a household plunger to be used for sewage stoppage. TENANT understands they are financially responsible for all service calls for stopped up toilets or sinks or any other service calls related to TENANT's improper use of said premises. All such charges are due immediately upon request. LANDLORD is responsible to ensure that any and all light bulbs and smoke detector batteries are working prior to TENANT's occupancy. TENANT is then responsible for light bulbs and smoke detector batteries for the duration of their lease. Furthermore, TENANT is responsible to test the smoke detector on a regular basis to ensure it is working at all times, at no time is the smoke detector to be disconnected or removed.

20. Any maintenance problems, including water drips, leaks, toilets running, electrical shorts, etc. must be reported to the office immediately. TENANT only, no one else, must place service requests with the LANDLORD. TENANT is required to report immediately upon notice to LANDLORD any loose steps or decking or any other situation that could cause injury. Non-emergency service requests called in during weekends or holidays will be addressed the next business day. Furthermore, a \$50.00 fee will be charged to any TENANT who calls maintenance after hours regarding a lockout.

21. No verbal contracts between TENANTS and LANDLORD or LANDLORD'S agents exist either before or after this lease is signed. Only agreements made in writing and signed by both TENANTS and LANDLORD will be valid.

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22. The covenants and agreements herein contained shall be for the benefit of the binding upon the heirs, executors, administrators and assigns, respectively, of each party hereto.

23. Any person signing the lease must be at least eighteen (18) years of age. If TENANT is under the age of eighteen, a legal guardian must co-sign the lease.

24. In the event suit is instituted any sums due herein, TENANT agrees to pay any and all costs of collection.

25. This lease needs to be approved by the office manager or leasing manager.

26. The **Rules and Regulations Regarding Leased Premises** with regard to the leased unit and all common areas in relation with the rental unit are appended to this lease and made part hereof as "Exhibit A". The **Rules and Regulations Regarding Pets** with regard to the leased unit and all common areas in relation with the rental unit are appended to this lease and made part hereof as "Exhibit B". The **WAIVER OF LIABILITY** with regard to the swimming pool located within "The Village at Whitehall" is appended to this lease and made part hereof as "Exhibit C". The **Mold Information and Prevention** with regard to the leased unit is made part of "Exhibit F". Reasonable alterations, additions, and modifications thereof may from time to time be made by the LANDLORD to any "Exhibit", which shall not otherwise be inconsistent with provisions of this Lease Agreement, and shall be considered a part of this Lease Agreement with the same effect as though written herein, and the TENANT covenants and agrees that said "Exhibits" shall be faithfully observed by the said TENANT and all the persons invited by said TENANT onto the property of LANDLORD, the right being hereby expressly reserved by the said LANDLORD to reasonably add to, alter, modify or rescind, from time to time, such "Exhibits", upon reasonable notice to TENANT.

**CAUTION TO ALL PARTIES: THIS LEASE WHEN SIGNED BY ALL PARTIES IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT.**

**I HAVE READ EACH PAGE OF THE LEASE, AND UNDERSTAND ALL MY RIGHTS AND OBLIGATIONS UNDER THIS LEASE AND AGREE TO ABIDE BY THEM, AND I ACKNOWLEDGE RECEIVING AN EXACT COPY OF THE SAME.**

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

TENANT \_\_\_\_\_

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TENANT \_\_\_\_\_

DATE \_\_\_\_\_

CZS DEVELOPMENT, LLC

CZS DEVELOPMENT, LLC

BY \_\_\_\_\_

BY \_\_\_\_\_

ITS **MANAGER** \_\_\_\_\_

ITS **AGENT** \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

## ***“EXHIBIT A”: Rules and Regulations Regarding Leased Premises***

1. The sidewalks, halls, passages and stairways shall not be obstructed by the TENANT or used by TENANT for any other purpose than to ingress and egress to and from their respective units, these unleased-leased portions of the building being reserved to and under the exclusive control and regulation of LANDLORD.
2. Nothing shall be placed on the outside of the building, or on the windows, window sills or projections, and no signs or advertising notices of any kind shall be placed on any part of the building or on the doors of any units herein. Decks are to be used for outside patio furniture only. Tiki torches, candlesticks, and anything other than patio furniture is prohibited on decks. TENANT shall be liable unto the LANDLORD for a \$25 fee per item removed and disposed of after properly notifying the tenant to remove the item(s).
3. No TENANT shall do or permit anything to be done in the building, or bring or keep anything therein which will in any way increase the fire risk of the building, or obstruct or interfere with the rights of other tenants, or in any other way injure or annoy them or conflict with any of the rules and ordinances of the Board of Health. (i.e. furnace rooms shall not be used as storage this is a fire hazard and if removal is necessary there will be a \$25.00 fee incurred.)
4. The walls, ceilings, hardwood floors, and woodwork must not be marred by driving nails, tacks, or screws, or by otherwise defacing the same. In the event TENANT chooses to do so, they will be responsible for repairs. TENANT acknowledges that they are prohibited from painting the apartment any other color, and from adding wallpaper or borders. Landlord is not responsible for furnishing blinds or window dressings.
5. No alteration, additions, or improvements shall be made in the rented unit without the prior written consent of LANDLORD. When made, such shall become the property of LANDLORD. However, in the event of satellite dishes, extra telephone lines, and entrance lock the following applies: (a) TENANT must get prior written permission to have a satellite dish installed; (b) if permission is granted, TENANT agrees that they are responsible for any damage caused by installing and removing the equipment; (c) if TENANT chooses to have any additional telephone lines installed, TENANT is responsible to have the telephone lines returned to the original installation; (d) if permission is granted to change the lock TENANT will render a copy of any key to LANDLORD.
6. No TENANT nor any of their family, guests, or visitors, shall disturb or annoy other tenants or occupants of the building by any unseemly or untimely noises, or by any interference in any way.
7. At no such time will TENANT be permitted to have a gathering, either inside the apartment or anywhere outside on the premises. This includes the balconies, walkways, and stairways. A group of 6 or more people in any one rental unit, including TENANT, will be considered a gathering. As per State Fire Code NFPA 101 19-1.7, Residential Occupant Load shall NOT be more than 1 PERSON PER 200 SQUARE FEET of gross floor area. Any amount above this will result in a citation and/ or fines by the Fire Department. In addition to the State Fire Code, you could be in violation of your lease and could face immediate eviction. No TENANT shall be permitted to have gatherings in the parking lots.
8. TENANT is not permitted to have a keg on the property at any time. If a keg is found on property, LANDLORD will confiscate and not return. TENANT shall be liable unto the LANDLORD a \$25 fee for removal of the keg. Which said charge shall be payable from TENANT unto the LANDLORD immediately upon demand.

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9. The garbage dumpster located on the premises is for the TENANT's garbage only. The TENANT shall be responsible to place all garbage or debris in said dumpster and the TENANT shall not cause or permit any garbage or debris to accumulate on decks or any common area of the premises. In the event that the LANDLORD should find any of the TENANT's garbage or debris on the decks, hallways, parking areas, or any other common area of the premises, then, in such event, LANDLORD shall cause the same to be removed and placed into the garbage dumpster on the premises and TENANT shall be liable unto the LANDLORD for a \$25 fee per item and/or bag so removed, which said charge shall be payable from TENANT unto the LANDLORD immediately upon demand. Furthermore, if the grounds are not kept in satisfactory condition throughout the year, TENANT understands that a fee may be deducted from their security deposit for common ground upkeep.

10. TENANT shall not keep or permit to be kept a truck or vehicle with GVW over one (1) ton or any unlicensed vehicles, boats, trailers, or any vehicle other than cars or trucks under one (1) ton. TENANT understands that any vehicle other than cars or trucks under one (1) ton will be subject to towing at the owner's expense.

11. LANDLORD will provide TENANT with a parking permit. TENANT acknowledges the fact that the LANDLORD has the right to tow any vehicle without a valid permit. LANDLORD also reserves the right to tow any vehicle that is not in a marked parking space, or any vehicle that is interfering with any other vehicle or the movement of traffic. In order to obtain said permit TENANT will need to bring their drivers' license and vehicle registration to LANDLORD. Each TENANT will only be given one permit. Furthermore, LANDLORD reserves the right to use any type of permit they so choose, including but not limited to stickers. LANDLORD also reserves the right to attach the permit to the vehicle and to tow any vehicle that has relocated said permit. TENANT acknowledges the fact that the LANDLORD has the right to tow any car without a permit, without a vehicle registration form on file, for rent or any other charges owed to LANDLORD, or for any lease violations without notice. LANDLORD may from time to time revise the parking policy and will sufficiently notify TENANT of any such policy and changes thereto.

12. If any of the rules, regulations or agreements of said lease are violated in any manner by the TENANTS, the LANDLORD, at its option, may terminate this lease without notice of any kind, tow TENANT'S vehicle, or may immediately render such unit and prepare it to be released. It is understood that parking is a privilege, not a right. If any violations of the lease occur, this right can be immediately revoked upon notice.

13. No TENANT shall keep, or permit to be kept, a truck or vehicle that is not a regular passenger vehicle or any unlicensed, wrecked, or undrivable vehicles, boats, trailers, or any commercial work vehicles. No TENANT can perform mechanical work on any vehicle in the parking lot. Vehicles that leak fluids must be removed immediately and will not be allowed on the lot until such leaks are repaired. In the event that any fluids leak onto the lot, TENANT is responsible for the proper clean up and disposal of debris.

14. TENANT understands that LANDLORD has provided amenities for the use of the TENANT. Use of these amenities and onsite parking is a privilege; therefore, use of any amenity or parking may be revoked, with reason, at the LANDLORD's option.

15. TENANT acknowledges that LANDLORD has access to the rental unit at all times. However, the LANDLORD will enter the rental unit for the following purposes: (a) to exhibit the rental unit to a prospective tenant, purchaser, or mortgagee, in this situation TENANT further agrees to have the rental unit in respectable condition at the time of the exhibition; (b) in cold weather to ensure that the heat is turned on; (c) to examine the condition of the rental unit.

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LANDLORD further reserves the right to enter the rental unit for these additional purposes: (d) to make necessary repairs or improvements, including at the request of the TENANT, routine maintenance, and preventive maintenance; (e) to inspect for suspected lease violations; (f) for emergency situations. LANDLORD may enter the premises for these purposes without any attempt to notify TENANT.

16. Only those people who have signed this Lease Agreement or children of TENANT under the age of eighteen (18), may reside in the rental unit. Any guest visiting for more than 15 days of the lease period will be considered a wrongful TENANT. Failure to sign all residents will result in an extra charge per month. Any additional tenants added on to the lease will be required to put down a security deposit equivalent to that of the other tenants residing in that unit. Also, there will be \$100.00 extra per month added on to the original rent amount for a third person in a two bedroom and a fourth person in a three bedroom. In addition, that extra amount will be charged for the duration of the lease including those months prior to the date the additional resident is discovered.

17. TENANT has the right to request and obtain a copy of this Lease Agreement from LANDLORD. Furthermore, TENANT has the right to request and obtain a receipt for any payment made to LANDLORD.

X\_\_\_\_\_X\_\_\_\_\_X\_\_\_\_\_X\_\_\_\_\_

## ***“EXHIBIT B”: Rules and Regulations Regarding Pets***

1. A pet is only permitted in a rental unit where TENANT has previous written permission from LANDLORD. This permission must be granted before or during the signing of this Lease Agreement, permission will not be granted after that time. LANDLORD reserves the right to have and enforce breed and weight restrictions on pet. Absolutely no Great Danes, Pit Bulls, Dobermans, and Rotweilers permitted. No pets over the weight of 40 pounds are permitted without permission from the LANDLORD. A cat must be declawed and neutered. TENANT must provide a picture of the pet before the move in date. Anything other than a person must be approved by the LANDLORD.

2. In the event that permission is obtained, a \$350 non-refundable fee is due. This fee is merely a cost to have one (1) pet reside in the rental unit. This fee does not in any way cover damages done to the unit or the grounds by the pet. Furthermore, this fee is to be paid in full regardless of the length of time the pet is in the rental unit, whether it is for the duration of the lease or for a portion of the lease, including time as small as one (1) hour.

3. LANDLORD reserves the right to add a monthly fee to each pet owner for monthly cleanup and maintenance.

4. The pet is to be kept on a leash at all times when outside of the unit. While outside of the rental unit the pet is not permitted on the balcony unless the TENANT is with the pet. In addition, the pet is not permitted at any of the facilities, including the swimming pool, basketball court, and volleyball court. Furthermore, TENANT is responsible, at all times, for their pet. In other words, TENANT is responsible to clean-up after the pet; TENANT is responsible to ensure the pet does not cause damage to the rental unit; TENANT is responsible to safeguard all other individuals from their pet; TENANT is responsible to ensure that their pet is not a nuisance to neighboring residents.

5. If the rental unit becomes infected with fleas, mites or other parasites, the TENANT is responsible for exterminating charges to correct this condition.

6. Gaining prior permission and paying the fee does not give the liberty for the pet to go to other rental units, whether the TENANT is present or not. In addition, if at the end of this Lease Agreement you choose to transfer to a different rental unit owned by the LANDLORD, the pet fee and the permission do not transfer.

7. Furthermore, it is understood and agreed to by the TENANT that the above regulations are to be obeyed. In the event that one or more of the above rules is disregarded, the following will go into effect: (a) for the first violation the TENANT will receive a warning; (b) a further infraction, whether it be the same regulation or a different one, will cause a charge of \$25 per incident to be paid immediately upon demand; (c) if violations continue or if the pet becomes a nuisance, permission to have the pet may be revoked by LANDLORD and TENANT will need to remove the pet from the premises immediately upon demand. Once demand has been made by the LANDLORD to remove the pet and pet is not removed the TENANT will forfeit the entire security deposit.

8. After obtaining prior permission, paying the pet fee, and agreeing to the above rules and regulations, TENANT understands that the availability of a rental unit may be limited because of said pet. This included, but is not limited to, the location of the rental unit (building and level) and the current condition of the carpet.

X\_\_\_\_\_X\_\_\_\_\_X\_\_\_\_\_X\_\_\_\_\_

9. By choosing to have a pet TENANT understands and agrees that LANDLORD may do periodic inspections to check on the condition of the rental unit. Furthermore, TENANT understands that there could be a delay in the return of their security deposit to see if an odor appears. After reviewing the above TENANT has agreed to:

\_\_\_\_\_ (a) **never** have a pet in the rental unit at any time, including a visitor’s pet or to watch a pet. TENANT further understands that they are not permitted to add a pet to the lease at any time. In addition, TENANT understands and agrees that periodic inspections may be done to ensure that a pet is not residing in the rental unit. In the event, TENANT chooses to have a pet that is not permitted on this lease TENANT understands that they will forfeit the entire security deposit. Furthermore TENANT will then be required to pay a new security deposit and remove the pet from the premises immediately upon demand. If TENANT does not remove pet upon notice, TENANT gives LANDLORD the right to do so.

\_\_\_\_\_ (b) have one (1) pet and abide by the above rules and regulations. If an additional pet or pets are found that were not approved, the TENANT understands they will forfeit the entire security deposit and the above paragraph will apply.

**TYPE OF PET** \_\_\_\_\_

**DESCRIPTION OF PET** \_\_\_\_\_  
(NO PIT BULLS, ROTWEILLERS, OR DOBERMANS ALLOWED)

**PET NAME** \_\_\_\_\_

**OWNER OF PET** \_\_\_\_\_

TENANT \_\_\_\_\_

CZS DEVELOPMENT, LLC

TENANT \_\_\_\_\_

BY \_\_\_\_\_

TENANT \_\_\_\_\_

ITS \_\_\_\_\_ AGENT

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

## ***“EXHIBIT C”: Waiver of Liability***

This WAIVER OF LIABILITY, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between CZS Development, LLC, party of the first part, and \_\_\_\_\_

\_\_\_\_\_  
singular or plural, party of the second part. The party of the first part, hereinafter referred to as LANDLORD, is the owner of that certain apartment complex known as “The Village at White Hall”, and had constructed a pool within the complex. The party of the second part, hereinafter referred to as TENANT, resides within “The Village at Whitehall” and desires the use of said pool facility, and agrees to abide by all rules and regulations.

1. This pool facility is for the exclusive use of the TENANTS of “The Village at Whitehall” for their pleasure and enjoyment. Each TENANT is permitted one (1) guest while accompanied by TENANT.

2. TENANT shall deposit with LANDLORD \$10 for a key to access the pool area. This key is to be used during designated hours only and TENANT is not to allow anyone else use of said key. Upon entering and leaving the pool area TENANT is responsible to ensure that the gate is shut and locked.

3. An adult must accompany all individuals under the age of sixteen (16).

4. No running, jumping, or diving. No toys, rafts, food, smoking, pets, or glass containers are permitted within the pool area. Absolutely **no alcoholic beverages** of any kind are allowed within the pool area. No loud noises or disturbances. TENANT agrees to keep the pool and surrounding area clean at all times.

5. Designated hours of use are from 9:00 am – 9:00 pm daily, in season. LANDLORD may change these hours, at any time, by posting notice at the pool. Anyone within the pool area other than these hours will be considered trespassing and will be subject to legal action.

6. TENANT agrees that any infraction of the regulations may cause cancellation of the use of this facility at the discretion of the LANDLORD.

7. It is agreed and understood by TENANT that no lifeguard services or on-site supervision will be provided, and the LANDLORD assumes neither responsibility nor liability for lost or stolen items or any injuries resulting from the use of the facility.

8. The undersigned TENANT USES THIS FACILITY AT THEIR OWN RISK, AND DO FOREVER RELEASE, DISCHARGE, AND ACQUIT THE LANDLORD FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY AND CAUSES OF ACTION AS A RESULT OF ANY LOSSES OR INJURIES ARISING FROM THE USE OF THIS FACILITY.

9. TENANT agrees to exercise good judgment in the use of the pool and to insure pleasure, enjoyment and safety to other users and themselves.

TENANT \_\_\_\_\_

CZS DEVELOPMENT, LLC

TENANT \_\_\_\_\_

BY \_\_\_\_\_

TENANT \_\_\_\_\_

ITS \_\_\_\_\_ AGENT \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

***“EXHIBIT D”: List of Furniture and Appliances Provided***

UNIT \_\_\_\_\_

LANDLORD does not furnish any blinds or drapes for any apartments.

**APPLIANCES:**

Washer \_\_\_\_\_  
Dryer \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

CZS DEVELOPMENT, LLC

BY \_\_\_\_\_

ITS \_\_\_\_\_ AGENT

DATE \_\_\_\_\_



## ***“EXHIBIT F”: Mold Information and Prevention***

1. **About Mold.** Mold is found virtually everywhere in our environment – both indoor and outdoor and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all of our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health affects. Nonetheless, appropriate precautions need to be taken.

2. **Preventing Mold Begins With Tenant** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- a) Keep the rental unit clean – particularly in the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- b) Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonable possible. Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor: (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated: and (3) hang your towels and bath mats so they will completely dry out.
- c) Promptly notify LANDLORD orally and in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e. humidity is below 50 percent) to help humid areas of you dwelling dry out.
- d) Promptly notify LANDLORD orally and in writing about any signs of water leaks, water infiltration or mold. LANDLORD will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

1. **In Order to Avoid Mold Growth,** it is important to prevent excessive moisture buildup in your rental unit. Failure to promptly pay attention to leaks and moisture that might accumulate in the rental unit surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- a) Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- b) Overflows from showers, bathtubs, toilets lavatories, sinks, washing machines, dehumidifiers, refrigerator or air conditioning drip pans or clogged up air conditioning condensation lines;
- c) Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- d) Washing machines hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open pot cooking;
- e) Leaks from cloth dryer discharge vents (Which can put lots of moisture in the air); and
- f) Insufficient drying of carpets carpet pads, shower walls and bathroom floors.

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

2. **If Small Areas of Mold Have Already Occurred on Non-porous Surfaces** (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry and then within 24 hours apply a pre-mixed spray on type household biocide, such as Lysol Disinfectant (original pine-scented), Tilex Mildew Remover Or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold). Tilex and Clorox contain bleach which can discolor or stain. Be sure you follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over paint without first cleaning and preparing the surface.  
Always clean and apply a biocide to an area 5 to 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A Vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.
3. **Do Not Clean or Apply Biocides to :** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify LANDLORD in writing, and we will take appropriate action in compliance with applicable laws.
4. **Compliance** Complying with the above will help prevent mold growth in your rental unit and both TENANT and LANDLORD will be able to respond correctly if problems develop that could lead to mold growth.

**It is the TENANTS responsibility to keep the rental unit in the proper due diligence condition. If there is a problem that arises due to LANDLORDS issue then we need to be notified immediately orally and in writing. It will become the TENANTS responsibility if they do not notify the LANDLORD for property damage to the rental unit. LANDLORD can't fix problems in the rental unit unless we are notified.**

TENANT \_\_\_\_\_

CZS DEVELOPMENT, LLC

TENANT \_\_\_\_\_

BY \_\_\_\_\_

TENANT \_\_\_\_\_

ITS \_\_\_\_\_ AGENT \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_