

LEASE AGREEMENT

This Lease Agreement made and entered into as of this _____ day of _____, 2018 by and between:
(Landlord) JSJ Property Management
(Tenant) _____

WITNESSETH:

WHEREAS JSJ Property Management (Landlord) the Agent on behalf of the owner of the real estate described as follows _____ (Premises)

THEREFORE, Landlord, for and in consideration of the agreements of Tenant hereinafter mentioned, hereby leases to Tenant, and the Tenant hereby leases from the Landlord, the above-described Premises upon the covenants and agreements as follows:

1. **Term.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for a term commencing on _____, and expiring on 7/31/2019, or earlier upon the written agreement of the parties herein, and upon the terms, covenants and agreements contained herein.

2. **Rental** Tenant shall pay JSJ Property Management inc at : **811 S. Neil St. Champaign, IL 61820**, or at such other place as the Landlord shall designate from time to time in writing, as rent for the leased Premises, the minimum annual sum of \$_____ payable without prior demand and without any setoff or deduction whatsoever, except as expressly provided herein, in equal monthly installments of \$_____ each in advance on the 1st day of each calendar month, commencing on _____ and continuing thereafter until said minimum rent shall be paid. Notwithstanding the foregoing, the first payment, which is due upon the execution of this Lease, shall be in the amount of \$_____ made so as to be received by Landlord on or before the 1st day of each month for which rent is owed. **There is no Grace Period. If Rent is not paid on the 1st of the month, approved payment arrangements must be made in writing. Late fee of \$50.00 will be applied for all past due rents, if rent isn't paid by the 14th of the month, and additional amount of \$25.00 will added to your account. Said late fee shall then become payable with the rents for that month. If a 5 Day Notice to Pay Rent or Quit is served upon Tenant a \$25 fee will apply. Tenant agrees that each returned check, whether for non-sufficient funds or otherwise, provided by Tenant to Landlord shall cause Landlord to add to the rents a charge of \$30.00.**

If a lockbox is on your door when you move in and you remove it for any reason, there will be a \$50 charge added to your account. This lockbox must stay on your door until either you return it to our office or an associate of JSJ Property Management removes it from your door.

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3. *Security Deposit.*

A. Tenant will deposit with Property Owner of record as soon as lease is signed by both tenant and through Owners agent, the additional sum of _____ on this ___ day of ___, 2018 receipt of which is hereby acknowledged by Landlord, as security for the full and faithful performance by Tenant of the aforementioned terms, conditions, and covenants of this Lease on Tenant's part to be performed and kept and for the cost of any trash removal, housecleaning, and repair or correction of damage in excess of normal wear and tear ("Security Deposit").

B. The Security Deposit, or any balance thereof, shall be returned without interest after the Tenant has vacated and left the Premises in an acceptable condition (following a personal inspection by Landlord) and surrendered all keys. If Landlord determines that any loss, damage, or injury chargeable to the Tenant hereunder exceeds the Security Deposit, the Landlord, at its option, may retain that said sum as liquidated damages or may apply the sum against any actual loss, damage, or injury and the balance thereof will be the responsibility of Tenant. Landlord's determination of the amount, if any, to be returned to the Tenant shall be final. It is further understood and agreed that the said Security Deposit is not to be considered as the last payment under the Lease.

4. ***Use of Premises.*** The Premises shall be used and occupied solely by Tenant and Tenant's immediate family, exclusively, as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. ***Utilities.*** Tenant shall be required to maintain and pay all charges for utilities and services used in the Premises. This includes but is not limited to Electric, Gas, Sewer, Water, and Garbage. If utilities are not placed in the tenants name prior to move-in a \$50.00 fee will be accessed per utility billing cycle that Lessor has to pay on behalf of tenant.

A. ***Sewer:*** Sewer charges will be billed back to Tenant. 1 bedroom bill back = \$15, 2 bedroom bill back = \$30, 3 bedroom bill back = \$45, 4 bedroom bill back = \$60, 5 bedroom bill back = \$75, 6 bedroom bill back = \$90

6. ***Landlord's Remedies.***

A. The following are hereby defined as Events of Default:

1. Whenever Tenant shall do or permit anything to be done, whether by action or inaction, contrary to any covenant or agreement on the part of Tenant herein contained, or contrary to any of the covenants, agreements, terms, or provisions of this Lease, or shall fail in the keeping or performance of any of the covenants, agreements, terms, or provisions contained in this Lease which on the part or behalf of Tenant are to be kept or performed, other than those referred to in subparagraph 5(A)(1), and Tenant shall fail to commence to take steps to remedy the same within thirty (30) days after Landlord shall have given to Tenant a written notice specifying the same, or having so commence, shall thereafter fail to proceed diligently to remedy the same.

B. Upon the occurrence of any Event of Default, then regardless of and notwithstanding the fact that Landlord has or may have some other remedy under this Lease or by virtue hereof, or in law or in equity, Landlord may (but is not required) give to Tenant a notice (herein called the second notice) of intention to end the term of this Lease, specifying a day not less than five (5) days thereafter, and, upon the giving of the second notice, this Lease and the term and estate hereby granted shall expire and terminate upon the day so specified in the second notice as fully and completely and with the same force and effect as if the day so specified were the date herein before fixed for the expiration of the term of this Lease, and all rights of Tenant under this Lease shall expire and terminate, but Tenant shall remain liable for damages as hereinafter provided.

Initials _____

C. Upon any such termination or expiration of this Lease, Tenant shall peaceably quit and surrender the Premises and improvements thereon to Landlord, and Landlord may without further notice enter upon, re-enter, possess, and repossess itself thereof peaceably through summary proceedings, ejectment, or otherwise, and may dispossess and remove Tenant and all other persons and property from the Premises and may have, hold, and enjoy the Premises and the right to receive all rental and other income of and from the same.

D. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time, at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been terminated under the provisions of this subparagraph, or under any provisions of law, or had Landlord not re-entered the Premises.

E. Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any damages to which Landlord may lawfully be entitled in any case other than those particularly provided above.

F. The words "enter," "entry," "re-enter," or "re-entry" are not restricted to their technical legal meaning. As provided by the law, a Landlord or Manager is entitled to access rental units provided that reasonable advanced notice is given to the tenant(s).

G. If Tenant shall fail to make any payment required to be made under this Lease or shall default in the performance of any other covenant, agreement, term, provision, or condition herein contained, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account and at the expense of Tenant, immediately and without notice in the case of emergency, or in any other case, provided that Tenant shall fail to make such payment or remedy such default with all reasonable dispatch within five (5) days (for payment defaults) or thirty (30) days (for performance defaults), after Landlord shall have notified Tenant in writing of such failure or default.

H. Any reasonable expense incurred by Landlord as a result of Tenant's failure to make any payment required under this Lease or default in performance of any other covenant, agreement, term, provision, or condition herein contained; including reasonable counsel fees involved in collection of any sum due Landlord hereunder, or enforcement of any right against Tenant, under or in connection with this Lease, or pursuant to law, including (without being limited to) any such cost, expense, and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor, or services provided, furnished, or rendered, or caused to be, by Landlord to Tenant, with respect to the Premises and other equipment.

I. Landlord may restrain any breach or threatened breach of any covenant, agreement, term, provision, or condition herein contained, but the mention herein of any particular remedy shall not preclude Landlord from any other remedy it might have, either in law or in equity. The failure of Landlord to insist upon the strict performance of any one of the covenants, agreements, terms, provisions, or conditions of this Lease or to exercise any right, remedy, or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, right, remedy, or election, but the same shall continue and remain in full force and effect.

7. **Use Provision.** Tenant agrees to use and occupy the Premises for residential purposes only, and for no other object or purpose without the express, written consent of the Landlord, which consent shall be at the sole and absolute discretion of Landlord.

8. ***Tenant's Obligations.***

A. Tenant will supply any apparatus, appliance, or material and will cause any work to be done in and about the Premises which may be required or ordered by any lawful authority during the term hereof or any extension thereof. Tenant has leased the Premises "as is," without any warranties or representations by Landlord.

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B. The Tenant shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Premises. The Tenant shall not use, generate, manufacture, store, or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials.

C. Tenant agrees to (a) maintain the Premises and appurtenances in good repair, and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear; (b) provide adequate and appropriate receptacles for garbage and rubbish and dispose all rubbish, garbage and other waste in a clean and sanitary manner from the Premises to refuse facilities; (c) properly use and operate all appliances, electrical, gas and plumbing fixtures; (d) not place in the Premises any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; (e) keep out of the Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; (f) not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; (g) prevent any person in the Premises with Tenant's permission from violating any of the foregoing Tenant obligations; (h) repair or replace all broken windows or doors, install screens and storm windows provided by Landlord during the appropriate seasons; (i) maintain the lawns and grounds in neat condition; and (j) maintain all plumbing facilities in good working order; (k) Keep all air conditioning filters clean and free from dirt; Air Filters should be changed every 60 days, all heating facilities and, if furnished, air conditioning and ventilator facilities in good working order, but Tenant shall not be required to pay for any heating or air conditioning repair; and all floors, walls, ceilings, stairways, railings, and fixtures in good repair and safe condition.

9. *Repair and Maintenance.*

A. Landlord agrees to maintain, repair, and replace, when necessary, heating and air cooling equipment, as well as all other building equipment and fixtures. Landlord shall maintain the structure and the exterior of the Premises, including, but without limitation, roof, all paved areas, entrance and exit doors and automatic door operators, all structural portions of the building, subfloor, and all utility and service pipes and lines. Tenant shall maintain the interior of the building, including floor coverings. "Maintain" for the purpose of this paragraph shall mean keep in good order and repair, usual wear and tear excepted.

B. Landlord agrees at all times during the term of the lease to maintain the external walls and roofs of the Premises in good repair and in substantial compliance with any building code applicable to the Premises and in accordance with the following minimum standards: (a) Effective weather protection, including unbroken windows, doors, and screens; (b) Plumbing facilities in good working order, including hot and cold running water; (c) Heating facilities and, if furnished, air conditioning and ventilator facilities in good working order; (d) Gas and/or electrical appliances which are supplied by Landlord in good working order, and appropriate gas piping and electrical wiring system, to the extent existing in the building, maintained in good working order and safe condition; (e) Building, grounds and areas under the control of the Landlord in good repair and in clean, sanitary and safe condition free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin.

C. When tenant informs Landlord of an issue regarding maintenance, tenant agrees to allow Landlord entry to access and repair issue without any further notice to tenant of entry. Tenant also agrees to pay for any maintenance that the tenant causes themselves.

D. Tenant agrees to keep thermostat on and set at a minimum of 62 degrees Fahrenheit during the months of November through April. Tenant also agrees to keep thermostat on and the ac set at a minimum of 75 degrees Fahrenheit during the months of June through September.

E. Landlord warrants that it has the full right to execute and perform this lease and to grant the demised Premises and the Tenant, upon payment of the rent and performance of the terms, conditions, covenants and agreements required to be performed by he, she or them, shall peacefully and quietly have, hold and enjoy the demised premises during the full term of this lease and any extensions or renewals.

10. *Utility Systems.* Landlord covenants and agrees to keep and maintain all of the existing utility systems and installations for electricity, steam, water, storm sewer, and sanitary sewer in good order and condition.

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11. **Inspection Rights.** Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, with prior notice, during the term of this Lease Agreement and any renewal thereof to enter the Premises for the following purposes: Inspect the Property for condition; Make repairs; Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents; Exercise a contractual or statutory lien; Leave written notice; Seize nonexempt property after default. When tenant informs Landlord of a maintenance issue, tenant agrees immediate access to handle the requested maintenance issue.

12. **Remodel Provisions.** Any remodeling or alterations to the Premises which Tenant may deem necessary during the term hereof, shall be made at Tenant's expense, and shall be made only upon the express, written consent of the Landlord, which consent shall be at the sole and absolute discretion of Landlord.

13. **Fixture Provision and Surrender.** All trade fixtures and equipment, of whatsoever nature, placed or installed in or upon the Premises by Tenant, shall remain Tenant's property, and Tenant shall have the right to remove the same at any time, and shall be required to remove the same at the expiration or earlier termination of this Lease and to surrender the Premises in the same condition as at the commencement of the term hereof except for reasonable wear and use deterioration and any alterations or modifications made by Tenant.

14. **Hold Harmless.** Tenant agrees to hold Landlord harmless from any and all claims which may arise from, on, in, or about the Premises, when such claims arise out of or are caused in whole or in part by a defective, dangerous, or unsafe condition of the Premises, equipment, fixtures, or appurtenances which are required by law or the terms hereof to be maintained in good repair by Tenant.

15. **Damage to Premises.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Illinois Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Illinois Lease Agreement continue according to its terms.

16. **Abandonment.** If at any time during the term of this Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease Agreement during the balance of the unexpired term, if this Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

17. **Condemnation.**

A. If any taking in condemnation proceedings will not render the Premises unsatisfactory for Tenant's occupancy, Landlord will restore the Premises to proper, tenantable condition forthwith, as to the land and improvements, and shall be entitled to use all condemnation proceedings for such restoration. If any taking will render the Premises unsatisfactory for Tenant's occupancy, this Lease shall terminate, and all condemnation proceeds shall be payable to Landlord. Nothing herein shall prevent Tenant from pursuing its own claim directly against the condemning authority for loss of business, trade fixtures, moving costs, or other items of loss.

B. For purposes of this paragraph, the term "condemnation proceedings" shall include conveyances and grants made in anticipation or in lieu of condemnation proceedings.

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18. **Sublet or Assigns.** Tenant may not sublet the Premises or assign this Lease at any time without the express, written consent of Landlord, which consent shall be at the sole and absolute discretion of Landlord. In the event of any subletting or assignment, Tenant shall not be released from its liability hereunder absent an express, written release by Landlord. If Landlord agrees to a Sublet or Relet of Premise, original Lessee agrees to fees associated with Reletting the premise. At the time of any agreed upon sublet or relet of premise, original Lessee must be current with their account balance.

19. **Tax Clause.** Lessee shall be liable for the payment of real estate taxes with respect to the property, in accordance with the terms and conditions of Section 200/15-175 of Chapter 35 Illinois Compiled Statutes, as amended (35 ILCS 200/15-175, (1994)). The permanent real estate index number for the property is: _____ Lessee shall be deemed to be satisfying Lessee's liability for such real estate taxes through the monthly rent payments as set forth above.

20. **Attorney Fees.** If Landlord is required to employ an attorney to collect any of the monies due Landlord or to enforce the performance by Tenant of the agreement, conditions, covenants, provisions, or stipulations of this Lease, then in such an event, Landlord's costs, expenses, and reasonable counsel fees shall be paid (if Landlord prevails) by Tenant to Landlord. Except to the extent elsewhere provided in this Lease, no happening, event, occurrence, or situation during the term of this Lease, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its liability to pay the full rent and other charges under this Lease, or shall relieve Tenant from any of its other obligations under this Lease; and Tenant waives any rights now or hereafter conferred upon it by statute, proclamation, decree, or order, or otherwise, to quit or surrender the Premises or this Lease, or any part thereof, or to any abatement, diminution, reduction, or suspension of rent on account of any such event, happening, occurrence, or situation.

21. **Landlord's Liability and Indemnification to Landlord.**

A. Landlord shall not be responsible for any damage or injury to any property, fixtures, merchandise, or decorations or to any person or persons at any time on the Premises from steam, gas, or electricity or from water, rain, or snow, whether the same may leak onto, issue, or flow from any part of the buildings on the Premises or from pipes or plumbing work on the same, or from any other place or quarter, except for claims, liabilities, penalties, damages, expenses, and judgments arising from the negligent acts or omissions of Landlord. Landlord strongly recommends Lessee purchase renters insurance.

B. Landlord shall not in any way be responsible or liable in case of any accident or injury, including death, to any of Tenant's servants, employees, agents, or to any person or persons in or about the Premises, except for such claims, liabilities, penalties, damages, expenses, and judgments arising from any negligent acts or omissions of Landlord.

C. Tenant agrees that it will not hold Landlord in any way responsible or liable therefor and will further indemnify and hold Landlord harmless from and against any and all claims, liabilities, penalties, damages, expenses, and judgments arising from injury to persons or property of any nature and also for any matter or thing growing out of the occupation of the Premises, except for such claims, liabilities, penalties, damages, expenses, and judgments arising from any negligent acts or omissions of Landlord.

22. **Addresses.** All notices required under this Lease shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail with return receipt requested, to Landlord JSJ Property Management at: 811 S. Neil St Champaign, IL 61820, and to Tenant at the Premises, or to any subsequent address which either party may designate for such purpose. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Postal Service.

23. **Transfer by Landlord.** In the event of a sale, lease, or other transfer of the Premises, Landlord may transfer or assign said Security Deposit to Landlord's grantee, lessee, assignee, provided said grantee, lessee or assignee by written undertaking addressed to Landlord assumes all Landlord's obligations hereunder. Tenant agrees to look to such grantee, lessee or assignee solely for the return of said Security Deposit. The provision hereof shall apply to each and every sale, lease or other transfer of the real estate described herein.

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24. *Extension of the Term of the Lease.*

A. If the Tenant shall hold over, after expiration of the term hereby created, with the consent of the Landlord, it shall be deemed a renewal of this Lease, and of all the conditions and agreements therein contained for the term of one (1) month and so on from month to month until the Lease is terminated by either of the parties giving the other not less than thirty (30) days' notice of termination prior to the end of any term. Landlord will notify the Tenant one (1) month prior to the expiration of this term hereby created if this Lease can be renewed.

B. This contract is not renewable unless satisfactory arrangements are made by Landlord and Lessee. This renewal offer could be made at any time during leasing time-period. Efforts will be made to notify Lessee of a potential renewal option. If Landlord is not notified by Lessee of intent to renew then Landlord reserves the right to rent premise without further notice. Lessee grants JSJ Property Management permission to post yard sign, market & show property with prior notice given to Tenant.

25. *Entire Agreement.* This instrument and its attachments contain the entire agreement between the parties, and there are no covenants, express or implied, except as contained herein. No statement, promise, or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of said Lease.

26. *Severability.* If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. *Successors and Assigns.* The provisions of this Lease shall bind and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

28. *Governing Law.* This Lease shall be interpreted pursuant to the law of the State of Illinois.

29. No Pet Policy: Pets are not allowed and there will be a fine of \$200 dollars and an additional \$25 per day the pet remains at the premise. Pets are allowed with written permission of JSJ Property Management only. If allowed, there will be a separate pet lease that must be executed.

Initials _____

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

The following ADDENDUMS checked below are made a part of the Lease Agreement:

ADDENDUM A: Rent/Payment Fees

ADDENDUM B: Crime Free Lease Addendum, Agreement to keep Illegal Activity off Rental Property

ADDENDUM C : Lease Disclosure of Lead Based Paint Form

ADDENDUM D : Smoke Free Premises

LANDLORD:

As to Landlord this ____ day of _____, ____

Sign: _____ Date: _____

TENANT:

As to Tenant this ____ day of _____, ____

Sign: _____ Date: _____

Sign: _____ Date: _____

811 S. Neil St
Champaign, IL 61820
(217) 352-5509
{ HYPERLINK "<http://www.jsjmanagment.com>" }



ADDENDUM A

Rent/Payment Fees

Rent shall be considered paid on the date actually received at:

JSJ Property Management
811 S. Neil St
Champaign, IL 61820

All payments shall be made payable to:

JSJ Property Management

and mailed and/or delivered to:

JSJ Property Management
811 S. Neil St
Champaign, IL 61820

Landlord reserves the right to amend this deposit location and/or account name at any time and as often as he/she chooses with Fifteen (15) days written notice to Tenant.

Any rent payment lost in the mail will be treated as unpaid until received by Landlord. Tenant shall make payments in full. All payments received shall always first be applied to outstanding balances, late fees or other charges, with the balance of the payment applied to the rent due. Payment or receipt of payment of less than the amount stated in the lease shall be deemed to be nothing more than a partial payment on that month's rent balance. Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. Landlord's acceptance of a partial payment will not forfeit Landlord's right to collect the balance due on the account, despite any conditional endorsement, stipulation or other statement on any draft. The Landlord may accept any partial payment with any conditional endorsement without prejudice to Landlord's right to recover the balance remaining due, or to pursue any other remedy available under this Lease.

Initials: _____

ADDENDUM B

Crime Free Lease Addendum Agreement to keep Illegal Activity off Rental Property

Owner and Resident agree as follows:

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

- 1) Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802])
- 2) Shall not engage in any act intended to facilitate criminal activity
- 3) Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest
- 4) Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises
- 5) Shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S.13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368
- 6) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non- compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence
- 7) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

Initials: _____

ADDENDUM C

Lease Disclosure of Lead Based Paint Form

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

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

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of 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.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Initials _____

ADDENDUM D

Smoke-Free Premises

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

2. Definition of Smoking. The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

5. Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke free addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

7. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

8. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

Initials _____

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