



Residential Lease Package

for Prospective Tenants

Stamar Management Corp



7/15/2010

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Residential Lease

(version 7-15-2010)

THIS IS A RESIDENTIAL LEASE, WRITTEN IN PLAIN LANGUAGE. THIS IS A LEGAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD. READ THIS LEASE CAREFULLY BECAUSE TENANT GIVES UP CONSUMER RIGHTS. IF TENANT DOES NOT UNDERSTAND ANY PART OF THIS AGREEMENT, SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING.

1. NAME OF LANDLORD AND TENANTS(S)

- a) Name of Owner: _____
b) Name of Landlord/Rental Agent: STAMAR MANAGEMENT CORP
c) Address to send rent payments: 15851 DALLAS PARKWAY, SUITE 600, ADDISON, TX 75001
d) Name of Tenant(s): _____

LEASED PROPERTY: The "leased property" is the property Landlord agrees to rent to Tenant. The "leased property" is a:

- Single Family Home Townhouse Condominium Apartment
 Duplex Other: _____

The exact address of the leased property is: _____

The following items are part of the leased property: Stove, Refrigerator, Dishwasher, Microwave, Washer, Dryer.

2. STARTING / ENDING DATES OF LEASE

- a) This lease begins on _____. This lease ends on _____.
b) To end this lease, Landlord or Tenant must give thirty (30) days written notice before the ending date or any renewal period.

	PAID	DUE
Security Deposit		
Pet Deposit		
Regular Rent		
Application Fee		
Last Month's Rent		
Amount Due Before Possession		

3. RENT

- a) The rental amount each month is \$_____ and is due by the 1st day of each month.
b) Landlord will send a Notice to Pay Rent or Move if Landlord does not receive rent by the 5th day of the month.
c) If rent is not received by the 10th day of the month, Landlord will begin a court action to remove Tenant. All court cost are paid by Tenant.
d) If Tenant mails rent to Landlord, the date of receipt of the rent by Landlord is the date of payment.

4. ADDITIONAL RENT CHARGES

- a) Rent is considered late if received by Landlord after the 5th day of each month.
b) Rent is **\$50** more if not paid by the 5th day of each month.
c) Rent is **\$75** more if not paid by the 10th day of each month.
d) Charges not paid when due become additional rent for the next month's rent.

Initials: Tenant Tenant Tenant Landlord Landlord

5. ORDER IN WHICH RENT PAYMENT IS APPLIED

- a) Landlord applies rent received to money due from the past in the following order:
- | | | |
|------------------------------|------------------------|------------------------------|
| 1. Additional Rent Charges | 4. Other Fees Not Paid | 7. Damages to Lease Property |
| 2. Tenant Owed Utility Bills | 5. Past Rent | |
| 3. Legal and Court Costs | 6. Current Rent | |

6. NUMBER OF OCCUPANTS

- a) The maximum number of people allowed to live in the leased property: _____ Adult(s) and _____ Children.

Names and Age of all occupants: _____

- b) If any unauthorized occupant(s) is living in the leased property, Landlord can:
1. End this lease with fifteen (15) days written notice.
 2. Require Tenant to pay **\$100** per month for each unauthorized occupants(s).
 3. Require Tenant to pay for all damages caused by unauthorized occupant(s).
- c) Unauthorized occupant(s) is anyone not listed on the lease that has lived in the leased property for more than 30 days in a row.

7. UTILITY SERVICES

- a) Landlord and Tenant agree to pay for the utilities and services as listed below:

	LANDLORD PAYS	TENANT PAYS
Cable TV		
Lawn and Shrubbery Care		
Utility - Electricity		
Utility - Gas		
Utility - Water		
Homeowners Assoc. Fee		
Maintenance Contract		
Parking		
Sewer Fee		
Trash Collection		
Other:		

- b) Tenant is responsible for all services not provided by Landlord above.

8. TENANT INSPECTION

- a) Tenant agrees to give Landlord a signed inspection sheet when signing this lease. When the lease ends, Tenant is responsible for all items needing repair not listed on the inspection sheet, OR
- b) Tenant may decide to keep the inspection sheet beyond the date of lease signing for further inspection. It is Tenant's responsibility to return a signed copy by certified mail within five (5) days to the Landlord.
- c) If the inspection sheet is not returned within the five (5) days, Tenant agrees the leased property is in satisfactory condition, and no repairs are required or necessary.

9. CHANGES TO THE LEASED PROPERTY

- a) Tenant agrees not to change or redecorate the leased property without Landlord's written permission. The following are not permitted:
 - 1) Painting of walls a color other than the existing wall color when this lease is signed;
 - 2) Installing any wall covering material;
 - 3) Installation of ceiling tiles, or any other object which requires the drilling of holes in the floors, doors, or ceilings.
- b) If Landlord gives Tenant written permission to paint or wallpaper, Tenant understands it is Tenant's responsibility to restore the walls back to the original condition before moving. If Landlord agrees to allow the existing wallpaper or paint color to stay, Landlord will state so in writing to Tenant.
- c) Landlord approved changes that the Tenant made to the leased property belong to the Landlord, unless Landlord and Tenant agreed otherwise in writing.

10. INSURANCE

- a) Landlord agrees to carry fire and liability insurance on the building. Tenant's personal property is not insured under Landlord's insurance policy.
- b) Tenant will carry fire and liability insurance to protect Tenant, Tenant's personal property, and guests. Tenant agrees to list Landlord as additional insured on any policy Tenant purchases.
- c) If any person, Tenant or otherwise, sustains any injury on the leased premises, or if there is any loss of property by fire, theft, burglary or any other means, Tenant hereby RELEASES AND RELIEVES LANDLORD AND LANDLORD'S AGENT from any and all responsibility and liability for such injuries and damages. Tenant further agrees to pay for any loss or claim filed and HOLD LANDLORD AND LANDLORD'S AGENT HARMLESS from any liability or expense for any such injuries or damages.

11. LANDLORD NOT RESPONSIBLE FOR TENANT'S PROPERTY AND TENANT'S GUESTS' INJURY

- a) Landlord is not responsible for loss, theft, or damage to property of Tenant or Tenant's guests.
- b) Landlord is not responsible for any liability or injury to any person while on the leased property.
- c) All belongings left by Tenant become Landlord's property to remove or keep as abandoned property. The cost of disposal is charged to Tenant.

12. BAD CHECKS

- a) Tenant agrees to pay a fee of **\$45.00** for any check that is not honored by the bank. Landlord reserves the right to require future rent payments in the form of cash, money order, or certified check.

13. REPORTING OF PAST RENT OWED

- a) Tenant is aware that Landlord may report any past rent, damages, utilities, or other costs owed by Tenant to a credit reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or credit for future housing.

14. ADDITIONAL SIGNERS TO THE LEASE

- a) All signers of this lease are responsible for all financial obligations. This includes but is not limited to: rent, late fees, damages, and other cost over the security deposit.
- b) The approved signers not living in the leased property give Landlord permission to place a money claim or lien on real estate located at: _____.
The additional signers' phone number(s) are: _____.
The additional signers' Social Security number(s) are: _____.
- c) Landlord will place a money claim or lien on the personal or real property of all signers of this lease after receiving a court judgment showing the amount of money Tenant owes.

15. CARE AND USE OF THE LEASE PROPERTY

- a) Primary Residence: Tenant agrees to use the leased property as a private residence only for Tenant and authorized occupants only.
- b) Use of Leased Property: Tenant agrees not to use the leased property for any unlawful or hazardous purposes. Tenant needs written permission from Landlord before using the lease property for any business or profession.
- c) Obey all Laws: Tenant agrees to obey government housing regulations, local and state laws, and condominium and homeowner association rules as they apply to Tenants.

- d) Keep Safe and Clean: Tenant agrees to keep the leased property safe against fire and water damage. Tenant agrees to remove trash, garbage, and other waste in a safe manner.
- e) Heating Sources: Tenant agrees not to use any other heating source than the one provided in the leased property. Tenant will keep temperature at 60 degrees or above at all times.

16. TENANT'S RESPONSIBILITIES

- a) No Noise: Tenant is responsible for the behavior and conduct of all people, either living with or visiting the Tenant. It is Tenant's responsibility to make sure these individuals behave in a manner that will not disturb neighbors.
- b) Payment of Utilities: Tenant agrees to pay on time all utility bills for which Tenant is responsible. Section 7 lists Utility Services.
- c) Pests: Landlord is giving the leased property free of insects, rodents, and pests at move-in. Tenant agrees to pay for a pest control service if needed after the tenth (10th) day of move-in.
- d) Locks: Tenant agrees not to change locks or put additional locks on doors without Landlord's written permission. Landlord may remove any locks put on by Tenant. Tenant will pay the cost of the new locks.
- e) Phone Numbers: Tenant agrees to provide Landlord with current home and work phone numbers and will tell Landlord of any change in these numbers.

17. LANDLORD'S RESPONSIBILITIES

- a) Government Regulations: Landlord agrees to keep the leased property and common areas as required by law or government regulation.
- b) Good Repair: Landlord agrees to keep in good repair and working order the electrical, plumbing, sanitary, heating, air conditioning, and all other services. Tenant will advise Landlord in writing if any of these items are not in good repair or working order. Landlord is not responsible for damage caused by Tenant negligence or intentional acts and Tenant shall promptly pay Landlord the cost of repairing all such damage.

18. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

- a) Tenant agrees to permit Landlord to place a for sale, rent, or informational sign on or near the Property.
- b) Landlord agrees to give Tenant reasonable notice before entering the leased property. Landlord, or person chosen by Landlord, has the right to inspect, show, make repairs, and do maintenance even if the Tenant is not home.
- c) Landlord, or a person chosen by the Landlord, has the right to enter the leased property without notice for an emergency. If Tenant is not present, Landlord agrees to tell Tenant promptly to explain the visit.

19. DAMAGE TO LEASED PROPERTY

- a) If a fire or other mishap damages the leased property, Tenant may continue to occupy the livable part if local codes and laws grant permission. If Tenant decides to stay, Tenant will pay rent according to the percentage of the amount of area that is livable until Landlord repairs the damage.
- b) If Tenant decides not to stay or occupancy is not permitted, this lease will end immediately. Landlord will collect money due by Tenant, and then return security deposit plus rent paid in advance for the period after the fire or mishap. Once the lease has ended, Landlord is not responsible for finding replacement housing for Tenant.
- c) Tenant agrees to allow Landlord or Landlord's representative to enter the leased property whenever necessary to repair damage caused by fire or other mishap.
- d) Any fire or other mishap caused by Tenant or Tenant's guests is Tenant's full responsibility. This includes the payment of rent and all other terms and conditions of this lease and the cost of repair of any and all damages caused by such fire or other mishap.
- e) Tenant is responsible for damage caused by windows being left open. Any windows or screens broken or doors damaged by anyone are Tenant's responsibility.
- f) Tenant agrees not to hold Landlord responsible for damage to Tenant's property or injuries to Tenant caused by water, snow, or ice that comes on the property or leased premises.

20. LOST KEYS

- a) If Tenant contacts Landlord to unlock a door between 9 AM and 5 PM Monday through Friday, the cost is **\$85**. If Tenant contacts Landlord during any other hours, the cost is **\$125**.
- b) If Tenant decides to use a locksmith, Tenant must pay locksmith and provide Landlord with a new key immediately.
- c) If Tenant contacts Landlord to replace a lost key, the cost is **\$15** per key.

21. REPAIRS

- a) Tenant agrees to immediately notify Landlord in writing of any dangerous or defective conditions on the property or in the leased property. If Tenant fails to do so, Tenant is responsible for all injury or mishaps caused by the dangerous or defective conditions and for any and all damages to leased property or appliances therein, except for such damages caused by normal wear and tear.
- b) Tenant agrees to pay the total cost of any repair that is above normal wear and tear and is caused by Tenant or Tenant's guest(s). Tenant agrees to correct and pay for these damages. If Tenant does not complete repairs within a reasonable time, Landlord will pay to have the repair completed. This cost is considered additional rent and is due with the following month's rent payment.
- c) Tenant agrees to pay to open all clogged drains, toilets, sinks, and traps caused by Tenant's actions.
- d) Landlord is not responsible for any inconvenience or loss that needed repairs might cause.
- e) If this lease is for a single family home, townhouse, or condominium, tenant agrees to buy and change filters on the HVAC system every six (6) months. If damage is caused because the filters were not changed, Tenant agrees to pay for all expenses to repair system, including the service call charge.

22. LEAD BASED PAINT NOTICE

- a) The Federal Environmental Protection Agency requires all Landlords who wish to rent property built before 1978 to give Tenant a Lead Based Paint Pamphlet. This Pamphlet explains that young children and pregnant women who are exposed to lead hazards may experience serious health problems. It also explains the physical and mental damage to young children exposed to lead paint and/or lead hazards.
- b) Landlord is required to tell Tenant if the property contains or does not contain any lead-based paint. If Landlord does not know if lead-based paint is present, Tenant may hire a certified lead paint inspector, at Tenant's expense, to inspect the property. Tenant will supply Landlord before inspection the name of the inspection company.
- c) The lead-based paint inspection must happen within five (5) days of moving in and the written results returned within ten (10) days. Tenant gives permission to have the inspection results given to Landlord in writing.
- d) Tenant has two choices if lead-based paint or lead hazards are present:
 - 1) Tenant may end lease by notifying Landlord in writing within two (2) days of receiving the inspection results. Tenant agrees to move out of the leased property within 90 days of the starting date of lease.
 - 2) Tenant may continue the lease and agrees not to hold Landlord responsible for any future health problems due to lead-based paint or lead hazards.
- e) Tenant acknowledges receiving this Lead Based Paint Pamphlet before signing this lease.

23. WATERBEDS

- a) Waterbeds are not allowed unless Landlord agrees in writing.
- b) If allowed, Tenant must sign a Waterbed Agreement and show proof of an insurance policy naming Landlord as an additional insured or beneficiary.

24. SMOKE DETECTORS

- a) Landlord has supplied smoke detector(s) in the leased property. Tenant is responsible for smoke detector operation and agrees to replace batteries "as needed".
- b) Tenant agrees to notify Landlord immediately if any smoke detector(s) fails to work for any reason other than the battery.
- c) Tenant agrees not to disconnect a smoke detector or allow anyone else to disconnect it. Tenant is responsible for any injuries, damages, or loss suffered because of someone disconnecting a smoke detector for any reason.

25. VEHICLES

- a) Tenant agrees to park cars, trucks, or motorcycles in the parking area. Tenant agrees to have current registration, license plates, inspection stickers, and parking pass (when applicable) on all vehicles. Tenant will receive a written notice from Landlord for any vehicles not meeting these requirements. If Tenant does not comply with these requirements within five (5) days, Tenant agrees to pay towing and other expenses to remove the vehicles(s).
- b) Tenant agrees not to park or store a commercial vehicle, motor home, camper, trailer, boat, boat trailer, or other recreational vehicle without the written permission of Landlord.
- c) Repainting, repairing, or servicing of any vehicle is not permitted anywhere on the property.

26. ANTENNAS AND SATELLITE DISHES

- a) Tenant agrees not to install, or attach to building, any antenna or satellite dish without Landlord's written permission.
- b) If Tenant installs an antenna or satellite dish without Landlord's written permission, Tenant shall remove these item(s) within five (5) days of Landlord's request, and repair any damage to the building caused by the unauthorized installation, at Tenant's expense.
- c) If Tenant fails to remove unauthorized antennas or satellite dishes, Landlord may end this lease by giving Tenant thirty (30) days written notice to leave.

27. PETS NOT ALLOWED

- a) Tenant agrees not to have any pets or animals on the leased property without the written permission of Landlord. To obtain written permission, Tenant shall submit to Landlord a *Pet Application*, and Landlord shall approve, prior to having any pets or animals on the leased property.
- b) If Landlord discovers Tenant has an animal or pet on the leased property, without Landlord's permission, Landlord can:
 - 1) End the lease by giving thirty (30) days notice to leave; or
 - 2) Start a new lease with increases to the security deposit and rent beginning immediately; or
 - 3) Remove any animal found on the leased property that is not approved by Landlord to an animal shelter or other such location at Tenant's expense.
- c) Tenant agrees to indemnify Landlord for any and all liability, loss, and damages which Landlord may suffer as a result of a pet on the property, whether or not written permission was granted.
- d) If Tenant obtains a pet without written permission of Landlord, Tenant agrees to pay an immediate fine of five hundred (\$500.00) dollars.

28. TOGETHER AND INDIVIDUAL LIABILITY

- a) If more than one Tenant signs this lease, each is responsible individually or together for making full rent payments. This means that if one Tenant moves out, Landlord can make both Tenants and just one Tenant, responsible to pay the full rent. It also means that Landlord can sue any one Tenant or all Tenants for breaking the lease for making full rental payment, and for paying for repairs of any and all damages to or on the property.

29. TENANT MAY NOT TRANSFER OR SUBLEASE

- a) A sublease is a separate lease between Tenant and another person who agrees to lease all or part of the leased property. Tenant agrees not to transfer, sublease, or allow anyone else to occupy the leased property without Landlord's written permission. Any new Tenant must first meet Landlord approval before being accepted as a new Tenant.

30. TAKING BY THE GOVERNMENT

- a) The government has the right to take private land for public use. If the government takes all or part of the Property, this lease ends. Both Landlord and Tenant agree to end lease as of the date of the transfer.

31. NO JURY TRAIL

- a) Landlord and Tenant agree to give up their right to a trial by jury. This is for any civil action or any other action brought by either Landlord or Tenant against the other.

32. LANDLORD'S RIGHT TO MORTGAGE THE PROPERTY

- a) If Landlord/Owner has a mortgage on the property, the mortgage company rights are stronger than the Tenant's rights against the Landlord. If Landlord/Owner fails to make monthly payments, the mortgage company has the right to sell the property. This may end Tenant's lease or require Tenant to make payments to the mortgage holder and not the Landlord.

33. SALE OF PROPERTY

- a) If Landlord/Owner sells the Property, Landlord will transfer all security deposits and any interest due to the new Landlord. Landlord agrees to notify Tenant about the sale and to provide the name, address, and phone number of the new Landlord and where rent is to be paid.
- b) The new Landlord is responsible to Tenant for the return of the security deposit and any interest due after the sale of the property.
- c) Tenant understands that Landlord will not have any more responsibilities in this lease after the property is sold to the new owner.

34. TRUTHFUL APPLICATION

- a) If Landlord learns that Tenant is not truthful on the rental application, Landlord may end this lease immediately.

35. ILLEGAL ACTIVITY

- a) This lease automatically ends and terminates if Tenant or Tenant's guests stores, uses, sells, manufactures, or distributes illegal drugs on the leased premises or common area, or is in an inedited condition anywhere in a common area. This section also applies to any other illegal activity under State, Municipal, or Federal law.

36. NOTICES

- a) Landlord agrees to send all notices to Tenant in writing by regular mail or certified mail, or deliver in person. If Tenant is not home, Landlord or Landlord's representative will place the notice on the leased property in an easy to see location.
- b) Tenant agrees to send all notices to Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.

37. DEATH DURING LEASE

- a) If Tenant dies during the term of this lease and is a single person Tenant:
 - 1) Tenant's heir or the executor of the estate has the right to end this lease two (2) months after the death of the Tenant.
 - 2) The lease property must be free of all furniture, cleaned and ready for move-in by a new tenant before written notice of cancellation is given.
- b) Security Deposit is returned when:
 - 1) Rent and other charges remaining due are paid in full;
 - 2) All furniture and personal belongings are removed and leased property is clean;
 - 3) A replacement Tenant is found who will take occupancy at the end of the two months.
 - 4) All damage, except for normal wear and tear must be repaired and leased property and appliances returned to landlord in the same condition as such were at the start of this lease.
- c) If lease is signed by more than one person, the surviving Tenant(s) who signed the lease are responsible to complete the lease and the estate of the deceased Tenant shall be jointly liable with the surviving tenant for two months rent for repairs of all damages to the leased premises and appliances.

38. LANDLORD DOES NOT GIVE UP RIGHTS

- a) If Landlord fails to enforce any clauses in this lease, Landlord may enforce these clauses at a later time without penalty.

39. SURVIVAL

- a) Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this Agreement.

40. CHANGING TERMS AND CONDITIONS OF LEASE

- a) Landlord must give Tenant a minimum of **30 days** notice before the lease ends if any terms and conditions are changed. Tenant has **10 days** from the date of receiving the notice to decide to accept or not accept the changes.
- b) If Tenant does not give the required notice within the **10 day** period, the lease renews under the new terms and conditions given by the Landlord.

41. RENEWING LEASE

- a) This lease automatically renews on a month-to-month basis if not ended or changed by either party.
- b) Landlord and Tenant must give each other at least thirty (30) days notice before the end of the lease if either one does not want the lease to automatically renew.

42. NOTICE TO END LEASE

- a) Tenant or Landlord may only end lease at the end of the lease term. Tenant and Landlord agree to give the other **30 days** written notice before the lease ending date.
- b) If Tenant is on a month-to-month lease, Tenant or Landlord must give each other thirty (30) days written notice.
- c) If Tenant or Landlord notifies the other after the first of the month, notice does not take effect until the first day of the next month.

43. NOTICE TO LEAVE THE LEASED PROPERTY (NOTICE TO QUIT)

- a) If Tenant breaks this lease, Tenant agrees to give up their right of a "Notice to Quit". This means Tenant allows Landlord to go to court without giving the required notice. Tenant has the right to challenge the Landlord's charges in court.

45. TENANT BREAKS LEASE

- a) Tenant loses the protections provided in this lease if:
- 1) Tenant does not pay rent or other charges due;
 - 2) Tenant empties or abandons the leased property before the end of the lease without written notice to the Landlord;
 - 3) Tenant does not follow all the terms and conditions of this lease;
 - 4) Tenant does not leave at the end of the lease period. Tenant will pay Landlord a fee of \$100 per day if tenant does not leave the leased property at the end of the lease.
 - 5) Tenant or Tenant's guest(s) damage the leased property or common area and do not promptly pay for repair of such damage.
- b) If Tenant breaks this lease in any way, the security deposit is not refundable.

46. LANDLORD'S RIGHTS IF TENANT BREAKS LEASE

- a) If Tenant breaks this lease agreement, Landlord has the right to:
- 1) End this lease agreement;
 - 2) Go to court to get back (recover possession) the leased property;
 - 3) Hire an attorney to start a court eviction action. Tenant agrees to pay Landlord all attorney's fees and court costs;
 - 4) Start eviction action without an attorney. Tenant agrees to pay Landlord the sum of **\$510.00**.
 - 5) Go to court to recover rent and other charges due until the end of this lease even if this lease has not ended.
- b) If Landlord wins in court, Landlord can use the court process to take Tenant's personal goods, motor vehicles, and money in banks, and attach Tenant's wages to pay for damages.

47. WHAT TENANT OWES LANDLORD IF TENANT BREAKS LEASE

- a) If lease is broken by Tenant, the Tenant owes to Landlord:
- 1) All rent and other charges allowed by in this lease;
 - 2) All legal fees, court costs, collection agency fees, sheriff's or constable's fees, and moving and storage cost;
 - 3) The cost of repairing and replacing any damage to the leased property caused by the Tenant or Tenant's guests;
 - 4) Any other cost that Landlord suffers as a result of Tenant breaking lease.

48. SECURITY DEPOSITS

- a) If Tenant breaks this lease in any way, the security deposit is not refundable.
- b) Tenant agrees to give Landlord a written forwarding address and return all keys before moving from the leased property. Failure to do so will allow Landlord to keep Tenant's security deposit in full.
- c) Within 30 days of Tenant moving, Landlord forwards the balance of the security deposit. Landlord gives Tenant a list detailing the costs of all damages subtracted from the security deposit.
- d) Landlord will use the security deposit money in the following order:
- | | |
|------------------------------|---|
| 1. Additional Rent Charges | 5. Past Due Rent |
| 2. Tenant-owed Utility Bills | 6. Current Rent |
| 3. Legal and Court Costs | 7. Repair of damages to Leased Property |
| 4. Other Fees Not Paid | 8. Removal of Tenant's property |
- e) Tenant cannot use the security deposit as payment for any month's rent including the last month's rent without court permission.

49. RETURN OF SECURITY DEPOSIT

The return of Tenant's security deposit is subject to the following conditions:

- a) Full term of lease has ended;
- b) Landlord has received a written forwarding address of Tenant before moving;
- c) All rent paid in full;
- d) All keys and other items that Landlord provided are returned;

- e) No damage to the property has occurred beyond normal wear and tear;
- f) All personal property has been removed;
- g) The entire leased property has been cleaned, including all appliances;
- h) Holes in walls, scratches in woodwork, holes or damage to flooring whether carpeting, tile, or wood, have been repaired according to standard practices;
- i) No unpaid late charges or rent remains due;
- j) All utility bills are paid in full and written proof given to Landlord;
- k) Light fixtures have been cleaned and bulbs replaced where needed;
- l) All carpets have been professionally cleaned and written proof given to Landlord.

If any of the above conditions are not satisfied, Landlord may use the security deposit to satisfy such condition.

50. INSPECTION BY TENANT

- a) Tenant hereby agrees that Tenant has thoroughly inspected the premises and has personally determined the premises are appropriate for Tenant's needs, subject to Section 8 of this agreement.

51. TENANT FAILS TO MOVE-IN AFTER GIVING DEPOSIT TO HOLD

- a) If leased property is ready for move-in and Tenant cancels moving in, Landlord may keep all money paid by Tenant in advance. Tenant is responsible for payment of reasonable advertising costs to re-rent the leased property. Tenant is to pay rent for the days leased property remains empty.

52. MILITARY RELEASE FROM LEASE

- a) Landlord agrees to let Tenant end this lease with sixty (60) days written notice if Tenant receives orders to a new duty station located out of the area. This also applies if the government assigns Tenant to government housing.
- b) Tenant agrees to give Landlord a copy of the official orders. Landlord will not charge any penalties for breaking this lease.

53. ADDITIONAL CONDITIONS BETWEEN LANDLORD AND TENANT

LAWN CARE MAINTENANCE *Check Box if applicable;* **TENANT(S) INITIALS** _____

- a) Tenant is responsible for lawn maintenance. Lawn maintenance means:
 - 1) Cutting of grass
 - 2) Trimming of bushes and hedges
 - 3) Weeding of flower beds
- b) If Tenant does not maintain the lawn in satisfactory condition, Landlord will complete the work at Tenant's expense. This expense becomes additional rent to Tenant.

HOMEOWNER ASSOCIATION RULES *Check Box if applicable;* **TENANT(S) INITIALS** _____

- a) Tenant agrees to abide by all homeowner association rules and will be responsible for any fines or fees incurred by Tenant(s) or Tenant's guest(s).

HARDWOOD FLOORS *Check Box if applicable;* **TENANT(S) INITIALS** _____

- a) Tenant shall ensure that no less than 50% of hardwood floor sections are covered with area rugs.

BILLING FOR UTILITIES *Check Box if applicable;* **TENANT(S) INITIALS** _____

- a) Tenant is responsible for transferring all utility services, not provided for by Landlord as outlined in Section 7 of this agreement, into Tenant's name. All utility services for which Tenant is responsible must be transferred under Tenant's name on or before the start date of this lease.
- b) If any of the utilities for which Tenant is responsible is not transferred by the start date of this lease, Landlord will pay the bill when received and submit a copy to Tenant. Tenant shall pay Tenant's pro-rated share of the bill to Landlord within **7 days** of receiving the bill.
- c) If any utility service for which Tenant is responsible remains in Landlord's name after **15 days** from the start date of this lease, Tenant will pay an additional \$_____ in monthly rent to cover the following utilities:

_____ Electricity, Water, Gas, _____.

APPLIANCE USE AND CARE

PROPER USE & CARE OF GARBAGE DISPOSAL:

1. Be sure to run cold water when disposal is in use as it will solidify any grease and send it down the drain with other food waste. Cold water also helps to cool the motor.
2. Do not stuff food down the disposal or overload. Turn cold water on first, then disposal, then push food waste into the drain, running cold water an additional 15-30 seconds longer after the grinding noise has stopped. Dispose of food waste frequently.
3. The disposal will accept soft food only. The following foods will place a strain on the disposal and/or cause it to break down. These foods should be placed in the trash and not the disposal:
 - Bones/Pits/shells
 - Chicken skin
 - Dried legumes
 - Stringy Foods (celery/asparagus)
 - Uncooked rice
 - Onion skins
 - Any non-food product
 - Animal fat -Corn husks/silks
 - Glass/cloth/cigarettes/metal/etc.
 - Unpopped popcorn
4. Do not use drain-cleaning chemicals in disposal, but clean occasionally by placing 8-10 ice cubes in disposal and process.
5. If disposal stops working, before calling for repair man try the following; insert the handle of a plunger or broom into disposal, catching blades, move until blades move freely (do not force), remove handle. Look on bottom of disposal and push in the red re-set button. Turn on disposal and it should run smoothly. If disposal still does not work, call Stamar Management Corp and a repairman will be sent.

HOW TO RUN THE DISHWASHER:

1. Use only detergents made for dishwashers (check container before using). Detergents should be free of lumps for best cleaning. Do not put detergent into dishwasher until ready to wash. Keep detergent off aluminum utensils or silver items.
2. Brush or rinse loose particles of food from dishes before placing in dishwasher. Baked or burned-on food should be soaked off before placing in dishwasher.
3. Load dishwasher properly. Do not block spray tube by improper loading or overcrowding. The upper rack is designed for glasses, cups, saucers, smaller odd pieces, and less heavily soiled items. Face items toward spray tub for best washing and rinsing action.
4. General care. Keep the dishwasher strainer clean to prevent clogging. Be sure that nothing has fallen to bottom of the tub while loading the dishwasher. Solid objects, broken glass, lightweight plastics can damage the propeller. Ordinarily, dishwashers are self-cleaning.
5. Items not to be washed in the dishwasher include; plastic items (except Melmac), rubber/wooden items, cast iron utensils, hand-painted china and milk glasses, and anodized aluminum.

6. **PLEASE DO NOT EVER** force the dial through a cycle. When the dishwasher is turned on, you *must* let it complete the cycle. Forcing the timer can cause damage to the dishwasher.

7. The hot water temperature should be set at a minimum of 120 degrees Fahrenheit in order for the dishwasher to produce clean dishes.

8. Always be sure water does not come out of the air vent at the top of the sink. If this occurs your dishwasher is clogged.

TIPS ON HEATING & COOLING EQUIPMENT:

1. The most comfortable setting should be selected and left unchanged, since constant changing results in inefficient use. The cost of cooling or heating increases approximately 5 percent per degree in temperature.

2. Close shades and draperies during extreme weather to block out hot sun rays in summer (help reduce heat loads) and to provide insulation on cold days.

3. Don't let room get too hot, heat is stored in walls, furniture, drapes, etc. and it takes air conditioner longer to produce desired comfort level.

4. Don't leave doors and windows open, this allows cool, dehumidified air to escape, working against the air conditioning unit.

5. To maintain even air distribution, turn fan on for continuous operation during hot weather. This produces a more balanced and comfortable flow of cool air.

6. The maximum load on the air conditioning system occurs between 4:30 p.m. and 8:00 p.m. on extremely hot days; therefore keep cooking, showers, ironing, vacuuming, and washing and drying clothes at this time to a minimum.

7. **Filters should be changed every three months.** By keeping filters clean you can reduce your gas bill. Dirty filters reduce airflow and cause uneven temperatures. To change filter, remove screws and open. Replacement size is stated on old filter. New filter can be purchased at any home improvement store. Simply insert and replace screws.

It is your responsibility to purchase and install the filters. Not changing the filters could cause the heater and/or air conditioner to malfunction. Should this happen you could be held responsible for the cost of repairing the system.

8. In two story homes, apartments, etc. with air distribution problems, close the upstairs vents and open downstairs vents in the winter and in the summer open upstairs vents and close downstairs vents.

9. When operating the air conditioner, **DO NOT** turn air conditioner on and off and then on again without waiting at least five minutes in between. Not waiting five minutes could cause sudden power surges on the compressor and may cause problems with the operation of the unit.

10. If a Stamar Management Corp vendor is sent simply to light your pilot, you will be billed, as this is your responsibility.

MISCELLANEOUS APPLIANCE USE AND CARE

1. **SMOKE DETECTOR (S):** Smoke detector(s) provide a safe home for Tenant(s) and protect the property from fire. They are mandated by local and state laws and *should not be disconnected for any reason*.

- Test should be performed once each month to determine that smoke detector(s) are operating properly.
- If smoke detector(s) are battery operated, battery should be replaced at least twice a year, or when monthly test determines battery is not operational.
- If smoke detector(s) are not working Tenant should contact the maintenance department immediately and report the problem.

2. **STOVE:** Before calling for service, please check to make sure the automatic oven timers (start & stop) are both set at 12:00. If these are not both set, the oven will not work. If nothing is working on your stove (surface units, oven) check your breakers to see if they work. If a repairman is called and it is found to be a thrown breaker, you will be charged for the service call.

3. **REFRIGERATORS:** Once a year pull out the refrigerator and vacuum clean the vents and coils. This not only keeps the refrigerator running more efficiently, but can save money on the electric bill.

4. **PORTABLE ELECTRIC HEATERS:** If you use a portable heater for spot heat in addition to the heating system in your unit, be aware that your electric bill will be higher. The following safety precautions should be followed when using portable heaters: - The unit should bear the seal of a nationally recognized safety-testing laboratory. Place portable heater away from combustibles, such as drapes and newspapers. Position heater so it cannot be tipped over. Position the cord so someone will not trip over it. If heater has not been used for a period of time, check out heater to be sure it is operating properly. Never leave heater on and unattended.

5. **ELECTRICAL PANEL BOX (BREAKER BOX):** All switches must be in an "on" position. If there is a problem, it is your responsibility to check breaker box before calling for service. Turn all switches to "off" position, then to the "on" position. Your electricity should resume at this point. If this has not been checked and a repairman finds this is the only problem, you will be charged for the service call.

There may also be a **GFI (BREAKER SWITCH)** normally found in the bathroom or garage, but may also be found in the breaker box. This switch will have an "on"/"off" reset button. Please also check this switch and follow steps above before calling for service.

6. **BARBECUE GRILLS:** Improper use or placement of a grill can cause fires, resulting in extensive property damage or personal injury. The following guidelines should be followed to prevent damage to property and/or individuals:

- Do not use grills on wooden decks or balconies (hot ashes from grill may fall un-noticed). Make sure grill is sturdy and stable, especially if it stands on legs.
- Watch the placement of the grill (never grill near dry grass areas). Sparks and smoke should be directed away from buildings, furniture and people. - Never leave a grill unattended once coals are lit.
- Never use gasoline, kerosene, alcohol or a cigarette lighter to start a fire or add more starter fluid once a fire is lit.
- Use only enough charcoal to last for the time it will be needed. - Douse coals thoroughly with water after grilling. A sudden high wind could cause hot coals left overnight to ignite nearby buildings.
- Never use grill in a confined space or move outdoor barbecues indoors. Smoldering charcoal can build up lethal concentrations of carbon monoxide.
- Always discard used briquettes in a noncombustible container; never use a cardboard carton or paper bag. **DO NOT** place briquettes in garbage can until sure they are **completely** cold.
- When using an electric igniter, place it on a noncombustible surface, such as bricks.

7. **WATER PIPES:** In freezing weather leave the heat on, open the cabinet doors under the kitchen and bathroom sinks, and open taps to allow faucets to drip. Also, in freezing weather any exterior pipes should be wrapped to keep them from freezing and breaking. Be prepared to cover any outdoor plants that are sensitive to freezing temperatures.

8. **DO YOU KNOW?** In case of an emergency, do you know the location of the circuit breakers and the water shutoff? You should also know how to turn off the gas to the property. If you are not sure where these items are located, please call Stamar Management Corp and we will do our best to get the information to you.

Tenant Date

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Landlord Date



Wear and Tear vs. Damage

Wear and Tear	Damage
Keys worn out	Keys lost
Door lock loose or stubborn	Door damaged from forced entry
Carpeting worn and dirty	Carpeting stained, burned, or torn
Carpet seam unglued	Carpet oil or rust stains
Wood floors scuffed	Wood floors badly scratched or gouged
Linoleum worn thin	Linoleum torn or with holes
Cabinet doors warped	Cabinets broken or missing
Countertop worn	Countertop burnt or cut
Ceiling stained from rain or bad plumbing	Ceiling stained by tub/toilet overflow
Plaster cracks from settling	Damaged wall resulting from carelessness of the Tenant or large holes caused by removal of shelving or pictures.
Paint chipped, cracked, or faded	Unapproved Tenant painting of interior or exterior, writing on walls with permanent markers
Wallpaper loose	Wallpaper damaged, torn, or ripped
Drapery rod loose	Drapery rod broken or missing
Curtains and drapes faded	Curtains and drapes torn or missing
Blinds blistered by heat	Blinds with bent slats
Window or door screens dirty	Window or door screens missing or torn
Window sticking	Window broken
Faucet handle loose or inoperable	Faucet handle missing or broken
Toilet wobbles or runs	Toilet seat or tank cover missing or broken
Unit needs normal cleaning	Odor throughout unit
Closet door off track	Closet door damaged or missing

CONSUMER NOTICE FOR TENANTS

THIS IS NOT A CONTRACT

CIVIL RIGHT ACTS NOTICE

Federal and state laws make it illegal for a landlord, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING / TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale or lease of property. It is also an unlawful discriminatory practice to evict or attempt to evict an occupant of a housing accommodation before the end of the term of the lease because of the pregnancy or birth of a child.

FAIR CREDIT REPORTING ACT NOTICE

15 U.S.C. § 1681 et. seq.

If the Landlord or Broker denies your application based in whole or in part on any information contained in the consumer report authorized by paragraph 10 of Landlord's Rental Application, the Landlord or Broker must provide you with oral, written or electronic notice of the denial, and must provide to you: (1) the name, address, and telephone number of the consumer reporting agency (including a toll-free telephone number established by the agency if the agency compiles and maintains files on consumers on a nationwide basis) that furnished the report, (2) a statement that the consumer reporting agency did not make the decision to deny the application and is unable to provide you with the specific reasons why your application was denied, (3) information about how to obtain a free copy of your consumer report from the consumer reporting agency, and (4) information about how to dispute the accuracy or completeness of any information in a consumer report furnished by the agency. If the Landlord or Broker denies your application because of information from a person other than a credit reporting agency (for example, an employer or prior landlord), the Landlord or Broker must provide you with notice about your right to make a written request to discover the nature of that information.

INFORMATION ABOUT BROKERAGE SERVICES

(Licensee) _____ hereby states that with respect to this property

(describe property) _____, I am acting in the following capacity:

(Check one)

- (i) Owner/Landlord of the Property;
- (ii) A direct employee of the Owner/Landlord; OR
- (iii) An agent of the Owner/Landlord pursuant to a property management or exclusive leasing agreement.

I acknowledge that I have received this notice:

Date: _____ Tenant: _____ Tenant: _____

Tenant: _____ Tenant: _____

Initials: Tenant Tenant Tenant Landlord Landlord

SERVICES PRICING LIST

This list is provided at the move-in so you are aware of property damages and cleaning that needs to be done when you vacate in order to avoid expenses deducted from your security deposit.

CLEANING

- Refrigerator \$50.00 and up
- Stove top and oven \$50.00 and up
- Kitchen cabinet or counter tops \$50.00 and up
- Kitchen or Bathroom Floor \$50.00 and up
- Bathtub shower \$50.00 and up
- Toilet \$50.00 and up
- Carpet Cleaning and Deodorizing \$150.00 and up

DAMAGES

- Remove crayon marks \$50.00 and up
- Small/Large nail hole repair \$25.00 and up
- Replace interior door \$250.00 and up
- Replace exterior door \$500.00 and up
- Replace sliding door \$400.00 and up
- Replace bathroom mirror or cabinet \$250.00 and up
- Replace countertop \$500.00 and up
- Replace tile/Linoleum \$350.00 and up
- Replace light bulb \$ 1.50 and up
- Light fixture globe \$15.00 and up
- Light fixture \$50.00 and up
- Electrical outlet plates \$ 5.00 and up
- Replace oven knob \$25.00 and up
- Replace window screen \$40.00 and up

ADDITIONAL CHARGES

- Replace door lock \$50.00 and up
- Replace curtain rod or towel bars \$50.00 and up
- Replace smoke detectors \$50.00 and up
- Remove junk and debris \$250.00 and up
- Fumigate for fleas or bugs \$150.00 and up

If any city Violations are left on the property, your security deposit will be charged the cost of the violation, plus an additional \$100.00 service charge. When you vacate the property we ask that you bring your most CURRENT and PAID utility bill. If these bills are not paid they will also be taken from your security deposit.

Acknowledgement of notice received:

Date: _____ Tenant: _____ Tenant: _____

Tenant: _____ Tenant: _____

Initials: Tenant Tenant Tenant Landlord Landlord

LEAD-BASED PAINT DISCLOSURE

“EVERY LESSEE OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE LESSOR OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE LESSEE THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASE PAINT HAZARDS. A COMPREHENSIVE LEAD INSPECTION OR RISK ASSESSMENT FOR POSSIBLE PAINT AND/OR LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO LEASE.”

Within ten (10) days from the final signing of this lease, the Tenant can pay for a comprehensive lead inspection and risk assessment of the rental property by a certified lead inspector. If the inspection discloses that lead-based paint or lead-based paint hazards exist in the rental property, the Tenant has two (2) business days after receiving the report to end this lease and get back all rent and security deposits paid to the Landlord. If the Tenant does not get an inspection within the permitted ten (10) days or does not end this lease within two (2) days after getting the report, the Tenant gives up the right to get an inspection or end this lease.

Tenant(s) hereby acknowledge receipt of the Lead-Based Paint Pamphlet before signing this lease.

Date: _____ Tenant: _____ Tenant: _____

Tenant: _____ Tenant: _____

This leased property was built on or after 1978.

Initials: Tenant Tenant Tenant Landlord Landlord