

**Residential Lease Agreement**

THIS AGREEMENT made this \_\_\_\_\_\_\_\_Day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, by and between , herein called "Landlord/Owner," 1st Choice Property Management, LLC, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_under the following terms and conditions.

**1. FIXED-TERM AGREEMENT (LEASE):**

Tenants agree to lease this dwelling for a fixed term of \_\_\_year or \_\_\_ Months, beginning \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_, \_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_. Upon expiration, this Agreement shall become a month-to-month agreement **AUTOMATICALLY, UNLESS** either Tenants or Owners notify the other party in writing at least 45 days prior to expiration that they do not wish this Agreement to continue on any basis. 15-day notice will be provided in writing for month to month leases. The Tenant shall exclusively occupy the leased premises for a term of one year, commencing at \_\_\_\_\_\_\_\_\_ (am, pm) on \_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_, and ending at \_\_\_\_\_\_\_\_ (am, pm) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. In the event that the Tenant has not vacated the premises on the last day of the lease at \_\_\_\_\_\_\_ (am, pm), Tenant shall be charged a holdover fee of one hundred dollars ($100.00) per day until such time that the rental unit is vacated. If there is a delay I delivery of possession of the premises, rent shall be abated on a daily basis.

**2. RENT:**

Tenant agrees to pay Landlord as base rent the sum of $\_\_\_\_\_\_\_ per month, due and payable monthly in advance on the 1st day of each month during the term of this agreement. The first month's rent and one month’s security deposit are required to be submitted on or before move-in. Tenant agrees to pay Landlord rent in the total sum of $\_\_\_\_\_\_\_\_\_ for the entire term of the lease. Rent shall be tendered in \_\_\_\_\_\_\_\_ equal installments of $\_\_\_\_\_\_\_\_\_ with each payment due on the first of the month from \_\_\_\_\_\_\_\_\_\_, 20\_\_\_ through \_\_\_\_\_\_\_, 20\_\_\_ .

**Prorated Rent (if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.**

**Late Fee:** Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement. We allow for a 3-day grace period. In the event rent is not received prior to the 4th of the month, Tenant agrees to pay a $50 late fee, plus an additional $5 per day for every day thereafter until the rent is paid. Neither ill health, loss of job, financial emergency or other excuses will be accepted for late payment.

**3. RENTAL PAYMENTS:**

Tenants agree to pay their rent in the form of a personal check, a cashier's check, business check or a money order made out to the Landlord. Make checks payable to 1st Choice Property Management, LLC. If tenants choose to mail in their checks or money orders, they may mail it to the address below.

1st Choice Property Management, LLC.

104 East Canal Street

Nelsonville, Ohio 45764

Or 1st Choice Property Management, LLC.

1299 East Canal Street

Nelsonville, Ohio 45764

**4. RETURNED CHECK AND OTHER BANK CHARGES:**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of insufficient funds, a “stop payment” or any other reason, Tenant will pay Landlord a returned check charge of $50.00. Check must be made good in cash or money order within 48 hours of notification to Tenants. Landlords may then refuse to accept checks from tenants in the future. If the check is not made good within 48 hours, tenants are subject to a $50.00 late fee.

**5. SECURITY DEPOSIT:**

Tenants hereby agree to pay a security deposit of $\_\_\_\_\_\_\_ (per rental unit not per person). This deposit shall be returned upon vacating, returning the keys to the Landlord, and termination of this contract according to other terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by the Landlord until at least thirty (30) working days after Tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for missing/dead light bulbs, repairs, cleaning, unpaid utilities, unpaid rents, trash hauling, etc., will then be returned to Tenant with a written explanation of deductions, within 30 days after they have vacated the property. The Security deposits may never be used by Tenants as rent. Should the tenant fail to make any rental payments due prior to the lease commencement date, the Lease is canceled at the option of the landlord and the security deposit is forfeited as damages.

Landlord shall return tenants Security Deposit, together with an itemized statement of deductions, if any, within 30 days after the occurrence of the following 3 events:

1. Termination of the Lease.
2. Tenants’ delivery of possession to Landlord (including keys)
3. Landlord’s receipt of Tenant’s forwarding address.

**6. OCCUPANTS:**

The number of occupants is limited to \_\_\_\_\_ primary tenants & \_\_\_\_\_\_ children(s). Only the Tenants may live in this building. Any additional residents residing in said dwelling for more than 2 weeks continuously must be added to this lease or receive written permission from the Landlord, subject to the same restrictions as the tenants, i.e. they must fill out an application. Nurses or maids required to care for the Tenants during an illness are an exception from this provision.

**7. CLEANING FEE**

Tenant hereby agrees to accept property in its present state of cleanliness. They agree to return the property in the same condition or pay a $200.00 minimum cleaning fee if the Landlord has to have the property professionally cleaned.

**CLEANING (not completed by tenants) and Damages**

|  |  |
| --- | --- |
| **Vacuum entire unit and/or clean floors** | **$75** |
| **Stove Top and/or oven** | **$25-100** |
| **Kitchen Cabinets and/or counter tops** | **$20-75** |
| **Refrigerator** | **$35-100** |
| **Bathroom and/or bathroom floor** | **$30-50** |
| **Commode** | **$25 per bathroom** |
| **Fumigate for fleas and/or other pests** | **$200** |
| **Remove junk or debris** | **$75 per hour + dumpster fees** |
| **Remove cigarette butts/filters** | **$2.00 per butt/filter** |
| **Carpet cleaning and/or deodorizing** | **$100-225** |
| **Bathtub or shower** | **$50 per** |
| **Extensive cleaning** | **$35 per hour/per cleaner** |
| **Replace smoke detectors** | **$75 per detector** |
| **Replace carbon monoxide detectors** | **$100 per detector** |
| **Replace fire extinguisher** | **$100 each** |
| **Lost/replacement keys** | **$10 per key** |
| **Lock Change/Unreturned keys** | **$50 per key/lock** |
| **Labor** | **$40 per hour per tech** |
| **Cleaning labor** | **$40 per hour per cleaner** |
| **Cost of materials** | **To be determined** |

The Tenant will receive **no rent reduction,** nor will the Landlord be liable to Tenant due to repairs or interruption of services to utilities, appliances, or equipment in or about the Premises or due to the defects in the Premises not caused by the Landlord’s fault. Omission, negligence or other misconduct, or due to the inability of the Landlord to obtain proper fuel, utilities, repair, or replacement parts.

In any case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the premises or any equipment or utilities appertaining thereto, Landlord may stop or curtail the operation of said equipment or utilities, but in such cases diligence shall be used to complete the work. **Except in extreme emergency, no repair work will be done outside normal weekday working hours, weekends, or on Holidays!!!!**

**8. LOCK POLICY:**

No additional locks will be installed on any door without the written permission of the Landlord. Landlord will be given duplicate keys for all locks so installed at tenants' expense, before they are installed.

**9. LOCKOUTS:**

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon a professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Owners charge a fee of $15 for providing this service between the hours of 8 am and 6 pm, Monday through Friday, excepting holidays, and a fee of $25 for all other times. This fee is due and payable when the service is provided.

**10. CONDITION OF PREMISES:**

The Tenants hereby acknowledge that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to the Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

**11. INVENTORY AND INSPECTION RECORD:**

An inventory and inspection Record has been provided for the Tenants' use. Only after this has been filled out (within the 3-day time limit) will the Landlord take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired once the Tenants have completed the Inspection and Inventory Record. Tenants are encouraged to report any necessary repairs, no matter how slight, in writing, but they are advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

**12. BALCONIES AND PORCHES:**

If your unit has a balcony, deck, or porch do not allow more than two people on the structure at one time.

**13. TENANT RESPONSIBILITY:**

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in a sanitary condition. The Tenants agree not to permit any deterioration or destruction to occur while they are occupying the property.

Tenant is responsible for:

Trash: Y or N Initial\_\_\_\_\_\_\_\_\_\_\_\_\_

Water: Y or N Initial\_\_\_\_\_\_\_\_\_\_\_\_\_

Gas: Y or N Initial\_\_\_\_\_\_\_\_\_\_\_\_\_

Snow Removal: Y or N Initial\_\_\_\_\_\_\_\_\_\_\_\_\_

Landscaping: Y or N Initial\_\_\_\_\_\_\_\_\_\_\_\_\_

Electric: Y or N Initial\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Keeping sidewalks and driveways free of snow and ice is the tenants responsibility, per State of Ohio Law.

**14. Smoke Detectors/Alarms/Fire Extinguishers**

Tenant(s)acknowledges that he/she has seen smoke detectors in the premises and noted that such smoke detectors are in working condition on the move in checklist. Tenant(s) understands that they are NOT to be removed and to call the office should they need maintenance. Therefore, Tenant(s) agrees to assume responsibility for and agrees to release, indemnify and hold landlord, his agents, successors and assigns, harmless from and against all loss, cost and expenses, including attorneys’ fees, claims, suits, and judgements whatsoever in connection with injury or death of any person, or persons or loss or damage to property, including his property, caused by or in any way connected with failure to maintain smoke detectors. Any smoke detectors/alarms/fire extinguisher(s) missing upon move out should be charged for their replacement.

**15. ALTERATIONS:**

Tenants shall make no alterations, decorations, additions, or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics, or other approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

They acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow or water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

**16. REMOVAL OF LANDLORD'S PROPERTY:**

If anyone removes any property belonging to the Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

**17. CHANGES IN TERMS OF TENANCY:**

*(This paragraph applies only when this Agreement is or has become a month-to-month agreement).* Owners shall advise Tenants of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

**18. TENANT COOPERATION:**

Tenant agrees to cooperate with the Landlord if showing property to prospective tenants, prior to termination of occupancy.

**19. TENANT INSURANCE:**

Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenants agree to purchase insurance - at their own expense -sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

**20. ABANDONMENT:**

If Tenants leave the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which have remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at the Tenant's expense.

**21. VEHICLES & GARAGE USE:**

Tenants agree to keep a maximum of 2 vehicles on premises or in the garage. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Landlords' written permission.

**22. UTILITIES:**

Residents will be responsible for payment of all utilities, telephone, gas, or other bills incurred during their residency. They specifically authorize the Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement.

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Water, Electricity, Gas, Heating, Telephone and Cable, Garbage and trash disposal, lawn-care and snow-removal (unless provided)

Tenant acknowledges that Landlord has fully explained to the Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

**23. NOTIFICATION OF SERIOUS BUILDING PROBLEMS:**

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on the ceiling, or at the first sign of termite activity. Tenants also agree to notify the Owners immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the tenant does not notify the landlord in a prompt matter the tenant may be held financially responsible.

**24. REASONABLE TIME FOR REPAIRS:**

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts

or for any other reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of work.

**25. DRAIN STOPPAGES:**

As of the date of this Agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs.

**26. BACKYARD & GARDENS:**

The Tenants agree to never use any form of pesticides (including rat poison, roach sprays, etc.), or fertilizers unless written permission is granted from the Landlord.

**27. NON-LIABILITY:**

The Tenants hereby state that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations and have written approval from the landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

**28. DISCLOSURE OF LANDLORD/AGENT**

The management company is 1st Choice Property Investments, Inc. This company may be represented at various times by its employees or agents, who will carry identification. 1st Choice Property Investments, Inc is authorized to act for and on behalf of the Owner for the purpose of receiving and receiving notices and demands and for the service of process and all other acts which Landlord could or would do if personally present.

**29. ACCESS TO PREMISES:**

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, workmen, or contractors. Whenever practicable, a two-day notice of the Owner's intent to enter shall be given to the Resident.

**30. SUBLETTING & ASSIGNMENT:**

Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining Landlords’ written permission. Prospective subleases or assignees must submit an application to the Landlord and must agree to credit, background, reference, and employment verification as well as the obligation to pay a non-refundable $25 application fee. Permission to sublease will be determined by the sole discretion of the Landlord.

**31. PETS:**

Pets are allowed on the premises only by obtaining the Landlords' written permission first. When possession of the property is given to the Tenant, only those pets listed on the Rental Application will be allowed unless subsequent written permission has been granted. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as the Landlord is notified in advance in writing of the circumstances. In any case, when permission is granted, owners are required to pay an additional non-refundable pet-rent charge for one or more pets. Additionally, a pet-application sheet must be submitted before move-in.

If problems with pets occur there are several ways it may be handled depending on the events. If the pet is anyway dangerous it will not be allowed on the premises. In the event of the owner being negligent in regard to clean-up or allowing access to areas that the pet could damage the tenant will be fined or money will be taken from the deposit. If the pet is a nuisance in any way the landlord may make suggestions to how the pet is cared for or may require the tenant to attend a training course to be approved by the landlord.

Pets are never to be allowed in the yard unsupervised. Cleaning up after the pet is necessary immediately following defecation. Constant barking will not be permitted.

It is further understood and agreed that authorized tenants with pets shall make the necessary arrangements throughout the term of the lease AND upon vacating to professionally deodorize the carpets and to professionally treat the premises (Interior and Exterior) for fleas with a re-treatment approximately 14 days after initial treatment. Landlord is Not responsible for any flea infestations due to authorized and/or unauthorized pets. The cost shall be at the Tenant’s expense, and a paid receipt will be required for documentary proof. Temporary possession of pets such as a convenience to friends or family shall not be allowed without express written permission of the Landlord. Should Tenant be allowed to have pets for any length of time, Tenant agrees, at Tenant’s expense, to hire a pest control company to treat the property to rid the house of pests. Tenant agrees to have said cost deducted from the Security Deposit as additional rent if not paid upfront.

**Pet Agreement**

This pet agreement was made and executed on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between 1st Choice Property Management, LLC. (Landlord) and the following named individual, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Tenant).

Tenant desires to keep the pet named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and described as being a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the premises Tenant occupies under a Lease Agreement which specifically prohibits Tenant from keeping any pets without Landlord’s permission and consent. Tenant agrees to the following terms and conditions in exchange for this permission:

1. Tenant agrees to keep Tenant’s pet under control at all times.
2. Tenant agrees to keep Tenant’s pet restrained, but not tethered, when it is kept outside of Tenant’s Dwelling.
3. Tenants agrees to adhere to local ordinances, including leash and licensing requirements.
4. Tenant agrees to clean up after Tenant’s pet and to dispose of the pet’s waste quickly and properly.
5. Tenant agrees not to leave Tenant’s pet unattended for any reasonable periods of time.
6. Tenant agrees not to leave food or water for Tenant’s pet or any other animal outside the premises because it might attract other animals.
7. Tenant agrees to keep Tenant’s pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will immediately remedy any complaints made through the Landlord.
8. Tenant agrees to provide Tenant’s pet with an identification tag.
9. Tenant agrees to provide Tenant’s pet with regular health care, including recommended inoculations.
10. Tenant agrees to remove Tenant’s pet’s offspring from premises within 6 weeks of birth of offspring.
11. **Tenant agrees to pay immediately for any damage or loss of expense caused by Tenant’s pet and, in addition, Tenant will pay the sum of $250.00 fee per pet PRIOR to it being brought into the property.**
12. Tenant agrees that Landlord reserves the right to revoke permission to keep

Tenant’s pet should Tenant fail to comply with this agreement, in the sole discretion of the Landlord. In the even Landlord revokes permission to keep Tenant’s pet, Tenant shall have three (3) days from the date Tenant is informed of the revocation to remove the pet from the premises. Failure to do so shall constitute a breach of the lease agreement giving rise to Landlord’s right to retake the premises.

1. This Agreement applies to this pet only and replacement pet or additional pet is permitted and Landlord may in its sole discretion deny any such consent.
2. Each Tenant acknowledges that there will be a pet on the Premises, has no objection and consents to be bound by the terms hereof.

*Accepted this day of ,, ‘\_\_\_\_\_\_\_*

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord/Manager:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**32. Pest, Flea and Bed Bugs.**

This pest control-Bedbug addendum is incorporated into and made part of the lease executed by and between the above referenced Landlord and Tenant, for the Leased Premises above. Landlord and tenant agree that:

1. Tenants must report any pest infestation and/or problems with the Leased Premises as soon as it is noticed. This includes, but is not limited to bedbugs, roaches, ants, carpenter ants, termites, mice, or rats. Tenant agrees to NOT attempt to treat bedbugs but to report any infestation to Landlord as soon as the problem is suspected.
2. Tenant declares that they are not currently infested with bedbugs and are not occupying a dwelling that is infested with bedbugs and that Landlord is relying upon this representation in making the lease agreement with the Tenant.
3. Landlord and Tenant agree that any violation of this addendum is a violation of the lease agreement between them.
4. Tenant has ten days from the date Tenant signs the lease agreement to have the premises inspected by a Licensed Pest Control Company at Tenant’s expense. Tenant may cancel the lease within three days of receipt of that company’s report and receive full return of any funds given to the Landlord by delivering notice to Landlord of Tenant’s intent to cancel. The lease agreement will be canceled by notice signed by both tenant and landlord. Landlord must be in irrevocable possession of funds prior to and refund being made to Tenant. Should the tenant not inspect within the time allotted or not notify Landlord of intent to cancel under this provision then Tenant and Landlord agree that the premises are free of infestation (bedbugs or other) and this provision expires.
5. Tenant acknowledges that Landlord’s implementation of this Pest Control=Bed Bug addendum, and all efforts to provide pest-free surroundings, does alter the standard of care that Landlord owes Tenant under the lease agreement. Tenant understands and agrees that Landlord’s ability to control, take care of, or enforce the terms and conditions of this Pest Control- Bed Bug Addendum is reliant in a large part on the Tenant’s compliance and cooperation.
6. Tenant agrees to cooperate with the Landlord in all efforts and course of actions required to control any pest infestation including that of bedbugs to the Landlord, permitting any entry for any inspections, pretreatment, treatment, and post-treatment to eliminate any pests. Timely reporting is specifically important in bedbug treatment; these pests are hard to control, multiply quickly, and spread easily. Tenant agrees to NOT attempt to treat bedbugs but to report any infestation to Landlord.
7. Tenant fumigation is the most effective extermination for bed bugs. The treatment protocol is joint effort and shared expense between the Landlord and Tenant. Tenant understands that the treatment protocol will require evacuating the leased premises during and after treatment for specified time frame and for fumigating Tenants possessions and vehicles.
8. The Landlord will treat the premises, but the cost of treatment of Tenant’s possessions, vehicles and any other items prior to reoccupying the premises is at the Tenant’s sole expense. Protocols requiring tent fumigation of the premises will treat only items fumigated – other Tenant possessions or vehicle treatment required by the treatment protocol is at the Tenant’s sole expense.
9. Tenant’s temporary housing expense(s) are at tenant’s sole expense and no rent abatement is due, required or expected for the temporary evacuation as part of the shared treatment protocol. Fumigation of Tenant’s and processing Tenant’s soft goods prior to re-occupying the premises will be required in the event of bed bug infestation and treatment of these is at the Tenant’s expense.
10. Tenant must agree to the treatment protocol and to follow all directions and perform any critical actions necessary to comply with all the treatment requirements prior to Landlord beginning treatment or to reoccupying in order to treat effectively and to keep the premises free of pests.
11. Should the Tenant not agree to, or fail to comply with, the treatment protocol the Landlord has no obligation (or further obligation) to treat the premises and Tenant accepts the condition of the premises as if no infestation had occurred or is presently occurred or is presently occurring. Tenant agrees that their failure to agree, or comply, with the treatment protocol, or other lease violation, may be reported by Landlord in any subsequent request for references made to Landlord.
12. Tenant agrees that risk mitigation is largely within Tenant’s control and has been informed that secondhand furniture is one or the most frequent sources of bedbugs and roaches are introduced and spread. Tenant agrees to not acquire, or purchase used or secondhand furniture. Sharing vacuum cleaners is another highly common way to spread bed bugs and roaches. Hired vehicles (rental trucks) and used boxes also spread pests.
13. Bedbugs are also transmitted on the person and in the personal items of guests (suitcases and clothing). Tenant agrees not to invite or permit persons not listing in the lease agreement to be in residence on the premises and will make every effort to minimize infestation risks when hosting guests at other dwellings. Bedbugs may be transported into the premises by staying in an infested location and then returning to the leased premises.
14. In case of any conflict between the terms and conditions of the Lease Agreement and the Pest Control – Bed Bug Addendum the provisions of this Pest Control – Bed Bug Addendum shall prevail.

**33. TERMINATION OF TENANCY BY OWNER. .**

During the term of the lease (the initial term of the lease or any extension term), the owner may terminate the tenancy because of:

a) Serious or repeated violation of the lease; violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises; Criminal activity or alcohol abuse (as provided in paragraph b) below.)

b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on premises), any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises. Any violent criminal activity on or near the premises; or any drug-related criminal activity on or near the premises.

c) If any member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey is a high misdemeanor; or violating a condition of probation or parole under the Federal or State Law.

d) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

**34. OTHER GOOD CAUSE FOR TERMINATION OF TENANCY**

During the term of the lease (the initial term of the lease or any extension term), the

owner may terminate the tenancy because of:

1. Disturbance of neighbors, destruction of property, or living the housekeeping habits that cause damage to the unit or premises.
2. The tenant’s failure to accept the owner’s offer of a new lease or revision
3. The owners desire to use the unit for personal or family use or for a purpose other than a residential rental unit.

**35. TERMINATION UPON SALE OF PREMISES.**

Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 45 days written notice to Tenant that the Premises have been sold.

**36. WAIVER:**

All rights given to the Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by the Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

**37. TERMS:**

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

**38. FULL DISCLOSURE:**

The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgement and he/she has received a signed copy of the Rental Agreement.

*Accepted this day of ,, ‘\_\_\_\_\_\_\_*

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord/Manager:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_