RENTAL/LEASE ADDENDUM

This Addendum is between DLB Rental Properties LLC., herein after called the Lessor, and,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_herein after called the

Lessee, for the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Tenants may be evicted if they engage in illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the rental.

2. Guests are not allowed to stay longer than two weeks unless approved by lessor, requests and approvals need to be in writing.

3. Loud parties or other disturbances that infringe upon the peaceful living environment of other residents or neighborhood are prohibited.

4. The Lessee’s are responsible for the behavior, and actions of their guests.

5. Littering in the outdoor areas or common areas related to the premises are prohibited.

6. Vehicles are limited to tenants only and spaces provided. Inoperable and unlicensed vehicles are not allowed to be stored on the premises. Recreational vehicles must follow the guidelines of the city ordinances and have a current license, and registration.

7. Reckless or careless driving on the premises will not be tolerated, this does include speeding!

8. Defacing and/or damaging the rental property is prohibited.

9. If this lease state “No Pets”, having pets on the premises will be cause for eviction. If this lease state “Pets Allowed”, not cleaning up your pet feces and allowing the pet to damage the property will be cause for eviction.

10. Tenants agree to abide by all CC&R’s within the subdivision.

One Lessor signature required:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All Lessee/Tenant(s) signature required:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RENTAL/LEASE AGREEMENT

This Lease is between DLB Rental Properties LLC., herein after called the Lessor, and,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_herein after called the Lessee, for

the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Lessee agrees to lease subject premises from: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. The rent is $0.00 per month thereafter payable on the 1st day of each month. A late fee of $40.00 will be assessed after the 4th of the month; with an increase of $10.00/day thereafter the rent is late. Lessee agrees to deliver or mail the rent to the Lessor. A $25.00 charge will be assessed for each returned check.

3. The pro-rated rent for the move in month or move out month will be assessed at that time by the Lessor.

4. Lessee must stay entire length of lease or all deposits are forfeited. If Lessee vacates unit prior to the end of the lease. Lessee will be responsible for rents and other fees per this agreement through the end of the lease period, or until the unit is re-rented to a qualified lessee, whichever comes first.

5. A non-refundable administration fee of $40.00 is required for processing application, credit checks and back ground checks.

6. A refundable cleaning and damage/security deposit of $0.00 is required. Lessee shall at their own expense and always maintain the premises in a clean sanitary manner including all equipment, appliances, furniture and furnishings there in and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. If unit is unclean or damaged, deposit will not be refunded until the costs to correct the condition can be ascertained. If the condition is the same as when originally occupied, the refundable deposit will be returned in a timely manner, after final inspection, which will occur after property is vacated and keys have been returned to Lessor. Refund of deposit is further subject to:

A. 30 days’ advance written notice is given to the Lessor giving the specific date the unit will be vacant and cleaned. Security deposit and/or statement less any charges will be returned 30 days after the last date of paid tenancy.

B. The unit can be shown to prospective tenants within 30 days prior to departure, with a minimum of a 24-hour notice is given to the tenants.

C. Carpets must be professionally cleaned by a truck mounted machine or equivalent thereof.

If cleaning and repair costs exceed the deposit amount and damage is caused by the Lessee, Lessee will be responsible for the additional cost. Lessee does not have the option to use deposit as rents or fees.

7. Lessor must give 30 days’ notice to Lessee of any pending rent increase after the original lease period.

8. Lessee must notify utility companies of his/her occupancy and responsibility for payment within 2 days after lease start date for the following utilities marked:

Electric \_\_\_\_\_\_ Gas \_\_\_\_\_\_\_ Water, sewer, and garbage \_\_\_\_\_\_\_\_\_\_ other \_\_\_\_\_\_\_\_\_

If not done, Lessee will be charged actual utility costs plus a $10%) accounting fee.

9. The following conditions may, if violated, be cause for eviction:

A. Creating excessive noises and/or disturbances in or about the property.

B. Failure to keep both inside and outside orderly, including debris, junk cars, etc.

C. Guests are welcome but must not live with Lessee for a period exceeding 2 weeks unless lessee has written permission from Lessor.

D. Lessor notifies Lessee, in writing that Lessor is dissatisfied with care of property and Lessee fails to remedy the problem in a reasonable amount of time.

10. Lessee is not allowed to assign this agreement or sub-lease unit. All persons must fill out application and be approved by Lessor prior to tenancy. Any person(s) occupying unit without Lessor approval and permission will be subject to eviction. Lessee will be responsible for any damages and rents due to Lessor that result from an unapproved occupancy.

11. Lessee agrees to not attempt to make repairs should they be necessary. In lieu, thereof, Lessor will be notified. This applies to painting, changing locks on doors, applying or attaching anything to walls or ceilings that will require corrective maintenance.

12. If Lessee is found in default of paying rent or other fees, and a collection service is used to collect funds due Lessor, Lessee will pay all legal fees of collection, with or without suit, including attorney’s fees and court costs. A $50 charge will be assessed tenant for each 3-Day Pay or Quit Notice or other legal notice served.

13. Lessor will be granted entrance to examine property within 24 hours of notice Lessee.

14. Lessee acknowledges and accepts the existing conditions of the unit to be rented as is.

15. Lease will become a month to month lease upon fulfillment of the original lease period, and shall be charged $50 per month unless the lease agreement is renewed.

16. If Lessee is a member of the military and receives a permanent change of station orders, then lessor agrees to release lessee from this lease, if lessee complies with all other terms of this lease and provides a copy of the orders.

17. If Lessee acknowledges and agrees a smoke detector, and carbon detector is in place and is operational. Lessee agrees to test the detectors at least once a month. If the detectors are battery powered, Lessee agrees to replace the batteries as needed. If after replacing the battery, the detectors do not work, Lessee agrees to inform the Lessor immediately in writing. If the detectors are not battery powered, Lessee agrees to inform the Lessor immediately in writing of any malfunction.

18. Lessee acknowledges that landlord insurance does not cover lessee’s possessions. At his/her option, Lessee may acquire Renter’s Insurance and is encouraged to do so.

19. In the case that Lessee has not occupied the residence for a period of ten days, and has personal property in the rental, or leaves property of value behind after vacating the premises, every attempt shall be made to communicate with lessee. This includes but is not limited to: notice left in plain sight at rental, e-mail, call, voice mail, text, or send certified receipt mail to the lessee. At this point if no response, or lessee is unwilling to communicate with lessor, said property shall be considered abandoned.

20. If Lessee fails to fulfill the terms of their obligations within this Rental/Lease Agreement, a negative credit report reflecting the Lessee’s credit may be submitted to a credit-reporting agency.

21. Pets are not permitted unless written permission is given by lessor. At the time of approval by lessor a nonrefundable pet deposit will be assessed.

22. Smoking is not permitted in this unit. I/We understand that the rental property does not permit smoking inside the unit. We agree to pay for new pad, carpeting, blinds and/or window coverings as well as having the entire interior of the home repainted should there be any damage from smoking.

23. Lessee is required to perform the lawn care at own expense.

24. Lessee is required to perform the snow removal at own expense.

25. Lessee covenants to indemnify and hold harmless Lessor for and against all liability, arising from injury during the term of this lease to person or property, occasioned wholly or in part by any act or omission of lessee, or of the guests, employees, assigns or subleases of lessee.

26. Lessee will notify lessor immediately in writing, if he/she joins the military, active/reserve.

27. The following attachments are part of this rental/lease agreement if applicable:

Pet Addendum \_\_\_\_\_\_\_\_\_\_Inspection Checklist \_\_\_\_\_\_\_Lead-based Paint Disclosure \_\_\_\_\_Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

28. Additional Terms and Conditions: Owner will pay utilities for a short time until lessee can assume responsibilities of utilities.

Lessor

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

Lessee/Tenant(s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Multiple Pet Agreement

No Pet Lease

Lessee/Tenant Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_

Property Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Neutered/Spayed \_\_\_\_\_\_Deposit Amount$0.00

Type \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Breed \_\_\_\_\_\_\_\_\_\_Weight \_\_\_\_\_\_\_\_Sex\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Neutered/Spayed \_\_\_\_\_\_\_\_\_Deposit Amt$0.00

Type \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Breed \_\_\_\_\_\_\_\_\_\_\_\_Weight \_\_\_\_\_\_\_\_\_\_\_\_Sex\_\_\_\_\_\_\_\_\_\_\_

1. It is mutually agreed between parties that tenants may keep the pet(s) described above at the above premises.

2. The pet(s) shall be on a leash or otherwise under the tenant’s control when it is outside of the tenant’s home.

3. Failure to comply with the terms of this agreement shall give the lessor the right to revoke permission to keep the pet(s) and tenant shall be liable for any damages caused by the pet lessee will not be allowed to pay for damages with pet and/or security deposit(s).

4. Pet shall not cause any sort of nuisance or disturbance to neighbors.

5. At the termination of the tenancy, there shall be an inspection of the premises. This inspection shall be done by David and or Lisa Burke. If there is any pet damage found, the tenant will be held responsible.

6. Tenant will be held responsible for all costs associated with replacing the carpet should it be damaged by the pet. If the carpet is damaged and needs replacing but the existing carpet can’t be matched, the tenant shall pay to have the entire unit carpeted. Any additional costs for sealing the floors or walls will also be the tenant’s responsibility.

7. At the time you give notice to move, or you are given notice to vacate, the property will need to be shown to prospective tenants. Your pet will need to be restrained so that the property can be shown during normal business hours; the pet will also need to be restrained for normal periodic inspections. If this is not done, tenant will be responsible for one extra month of rent after the property is vacated.

Lessor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee/Tenant(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lease Terms Overview

I/We acknowledge that the lease terms & conditions have been gone over with us at the time of signing and I/We acknowledge and understand that:

I/We understand that the rent is due on the FIRST OF THE MONTH, LATE ON THE Fourth of the month and that a $40.00 OF THE RENT LATE FEE will be assessed on the Fourth day and $10 PER DAY until the full rent and late fees are paid.

I/We have seen the subject property and confirm that it is in RENT READY CONDITION.

I/We have been given a move in check list to note any problems with the property at move in. I understand that this form must be turned into David and or Lisa Burke WITHIN 5 DAYS OF OCCUPANCY.

I/We understand that my tenancy does not terminate until I/We return all keys and any garage openers to David and or Lisa Burke and or agreed to per the 30 day notice to vacate.

I/We understand that I/We will be requested to be present at the move out walk-through inspection. I/We will be responsible for repairs or cleaning to bring the property back to a Rent Ready State. If the property is not clean to rent ready standards, or the standard that we received the property, any necessary additional cleaning work will be ordered and deducted from the security deposit. Any receipts for cleaning must be turned in with the keys at move out in order to be processed with the security deposit return letter and invoice.

I/We understand that any animals pre-approved, and accounted for on the Pet Addendum may be housed at the property. Any deviation from this IS GROUNDS FOR IMMEDIATE EVICTION.

I/We understand the repair and billing for repair policy, and that if repairs are necessary because of tenant caused damaged during the tenancy, the responsibility for payment of these charges will be the responsibility of the lessee.

I/We understand that the rental property does not permit smoking inside the unit; we agree to pay for new pad, carpeting, blinds and /or window coverings as well as having the entire interior of the home repainted should there be any damage from smoking.

Lessor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_