

# RESIDENTIAL RENTAL LEASE

**MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

**1. LANDLORD/AGENT FOR OWNER**

Style : \_\_\_\_\_

Mailing Address: Trident Realty, Inc., PO Box 50428, Kalamazoo, Michigan 49005-0428  
 Physical Address: Trident Realty, Inc., 325 North Burdick Street, Kalamazoo, Michigan 49007-3829

**2. OWNER OF RENTAL UNIT**

Name: Embassy Holdings, LLC

**3. ADDRESS OF RENTAL UNIT**

Rental Unit Address: \_\_\_\_\_ W. Main Street Apt # \_\_\_\_\_, Kalamazoo, Michigan 49006.

**4. TERM OF LEASE**

Fixed Term Lease Beginning at 12:00 PM (NOON) \_\_\_\_\_ Ending at 12:00 PM (NOON) \_\_\_\_\_

~~**5. NON-REFUNDABLE ADMINISTRATIVE FEE**~~

~~There is a \$75 per bedroom non-refundable administration fee to cover landlord's leasing and advertising costs. Waived Per DD~~

**6. RENTS & OTHER MONTHLY CHARGES. ALL PAYMENTS ARE DUE ON THE 1<sup>ST</sup> & LATE AFTER THE 3<sup>RD</sup> OF EACH MONTH.**

RENTAL RATE \$ \_\_\_\_\_ per Month  
 WATER/SEWER \$ \_\_\_\_\_ per Month  
 OTHER \$ \_\_\_\_\_ per Month (Description: \_\_\_\_\_)

RENT: Tenants(s), in return for the use of the rental unit and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the sum of \$ \_\_\_\_\_ without offset of deduction. Tenant(s) hereby acknowledges that the TERM of this Lease may not be an even number of months. However, Rent has been allocated into \_\_\_\_\_ equal monthly installments.

The first installment of \$ \_\_\_\_\_ shall be due no later than \_\_\_\_\_.

Commencing on \_\_\_\_\_, rent shall be paid on the 1<sup>st</sup> day of each month, in advance, in monthly installments of \$ \_\_\_\_\_. The last installment of \$ \_\_\_\_\_ shall be due on \_\_\_\_\_.

7. TENANT(s) shall promptly pay as monthly rental hereunder the above, in advance on or before the 1st day of each calendar month during the period of this Lease. If all rent is not paid on or before the 3<sup>rd</sup> of the month, TENANT(s) will be held liable for a \$40.00 (Forty Dollars and 00/100s) late fee. Payment Date is defined by either hand delivery to the LANDLORD or postmark date. TENANT(s) agrees to pay a \$25.00 (Twenty Five Dollars and 00/100s) charge for each returned check, plus a late payment charge of \$40.00 (Forty Dollars and 00/100s) if account is not brought up to balance by the 3<sup>rd</sup> of each month. Non-payment of rent or habitual late payment of rent (3 or more late payments in a 12 month period) shall be deemed sufficient reason for eviction. Rent is due for the entire contract period as stated above. Should tenant vacate prior to lease end either voluntarily or by eviction, tenant(s) are still liable for rent through the end of the lease term. Landlord will attempt, through its ordinary and customary practices, to re-lease the rental unit. Should tenant be evicted or vacate voluntarily prior to the end of the lease, tenant agrees that they are responsible for: 1). Actual damages (which include but are not limited to: rent through lease end or the date the new tenant takes occupancy, whichever occurs first, plus any physical damages to the premises at the time of vacating plus landlords costs associated with advertising and re-leasing the premises) and 2) An early termination fee equal to one month's rent.

**8. SECURITY DEPOSIT** Total Deposit \$ \_\_\_\_\_ (Not to Exceed 1 1/2 month's rent)

The Security Deposit shall be deposited at First National Bank of Michigan, 348 W Michigan Avenue, Kalamazoo, MI 49007.

**9. PAYMENT LOCATION**

Rental payments shall be made by check or money order payable to TRIDENT REALTY, INC., and mailed to LANDLORD at PO BOX 50428, KALAMAZOO, MI 49005-0428, or delivered personally to LANDLORD at the leasing office or drop box located at 3420 W Main Street #3, KALAMAZOO, MI 49006, or such address LANDLORD may specify from time to time.

**10. TENANT(s)** (Occupancy limited solely to individuals listed below)

Tenant's Names Printed/Co-signor Required Y/N	Tenant's Names Printed/Co-signor Required Y/N
1	4.
2	5.
3.	6.

**11. JOINT AND SEVERAL AGREEMENT**

All TENANT(s) who sign this Lease are jointly and severally responsible for the payment of rent to the LANDLORD and for damages caused to the rental unit (late fees, physical damage, unpaid utility bills, rent in the arrears, etc.). Failure to meet the terms and conditions of the contract by one or more of the TENANT(s) shall be considered a failure of all TENANT(s) to meet the terms and conditions of the contract, and shall make all equally responsible.

**12. FORWARDING ADDRESS**

**YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

**13. SERVICES**

	Provided by Landlord	Provided by Tenant		Provided by Landlord	Provided by Tenant
a. Electricity		<input checked="" type="checkbox"/>	h. Snow Removal, Driveway/Parking	<input checked="" type="checkbox"/>	
b. Heating Gas	<input checked="" type="checkbox"/>		i. Snow Removal, Steps/Walks	<input checked="" type="checkbox"/>	
c. Cooking Elec		<input checked="" type="checkbox"/>	j. Lawn Care	<input checked="" type="checkbox"/>	
d. Water/Sewer (Look Under Item #6)	<input checked="" type="checkbox"/>		k. Telephone (Internal & External)		<input checked="" type="checkbox"/>
e. Laundry Facilities			l. Cable TV (Internal & External)		<input checked="" type="checkbox"/>
f. Garbage Pick-Up	<input checked="" type="checkbox"/>		m. Light Bulb Replacements		<input checked="" type="checkbox"/>
g. Transporting Garbage to Dumpster		<input checked="" type="checkbox"/>	n. Smoke Detector Batteries		<input checked="" type="checkbox"/>

**14. PARKING**

Tenants have received, read and understand the current Embassy Terrace Parking Policy in place as of the date of the lease signing.

**15. FURNISHINGS** - See Inventory Inspection Form for itemized list of furnishings.**16. VEHICLES UNDER REPAIR**

TENANT(s) and/or guests shall not perform repairs, maintenance or in any way service vehicles on or around any property owned or managed by the LANDLORD. This includes but is not limited to driveways, parking lots, garages and yards adjacent to the rental unit. Any vehicle found being serviced shall be subject to immediate towing at the vehicle owners expense without notice.

**17. INVENTORY CHECKLIST**

The TENANT(s) shall note the condition of the unit and the furnishings and return a copy of the signed Inventory Checklist to the LANDLORD within seven (7) days after receiving possession of the rental unit. The Inventory Checklist will be deemed returned when the LANDLORD signs it.

TENANT(s) understand and agree that failure to return this form within seven (7) days of occupancy will constitute that the TENANT(s) affirm there is no prior damage to the rental unit. Broken windows, siding and other items that may or may not be considered vandalism that are not marked on the beginning inventory inspection are the responsibility of the TENANT(s) as the TENANT(s) assumes care and custody of the rental unit. LANDLORD at its sole discretion may refuse a checklist and consider it invalid if it is not returned within the seven-day statute period and signed by LANDLORD. In units where one (1) or more TENANT(s) are renewing, all new TENANT(s) accept the property in the condition documented in the previous beginning Inventory Checklist/Inspection. This document will be furnished by written request prior to the execution of this Lease. Failure to request this document does not relieve TENANT(s) obligations to accept this document as the beginning Inventory Checklist/Inspection. In the event there was no beginning Inventory Checklist/Inspection the unit shall be considered undamaged.

**18. NOTICE OF DAMAGES**

In case of damage to the rental unit attributable to the TENANT(s) or other obligations against the deposit, the LANDLORD shall mail to the TENANT(s) within (30) thirty days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The TENANT(s) must respond to the LANDLORD'S claim by mail within seven (7) days of receipt of the itemized list or forfeit amount claimed. If Agreement is not reached as to the amount of the deposit withheld, the LANDLORD may commence action in court within forty-five (45) days after termination of occupancy

**19. SMOKING POLICY**

Smoking is NOT ALLOWED inside any of the apartments or within the common areas of any apartment building or home. Please limit smoking to outside or on the porch or balcony. Please do not dispose of cigarette butts or ashes in the lawns, bushes, sidewalks or parking lots. Damage to the unit caused by burns, odors or clean up of improperly disposed of cigarette butts will be charged to the tenant(s). Violating this policy can be deemed sufficient reason for eviction.

**20. MAXIMUM NUMBER OF TENANTS**

Occupancy shall be restricted to those who are named on this Lease. If others are found residing at the subject rental unit that are not on the Lease for more than a three-day period without prior written approval by LANDLORD, LANDLORD at its sole discretion may pursue eviction of the entire house.

**21. NON-RESIDENTIAL USE**

Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

**22. ALTERING PREMISES**

TENANT(s) will not alter premises or LANDLORD supplied furnishings in any way without prior written consent of the LANDLORD. TENANT(s) agree not to repaint, remodel, replace shower heads, faucets or other fixtures, drive nails into woodwork or other surfaces, and use any adhesive items on wall or other surfaces unless prior written permission is given to TENANT(s) by the LANDLORD. LANDLORD will consider all alterations as damages and charge TENANT(s) to immediately restore the premises to its original state.

**23. SATELLITE EQUIPMENT:**

Installation of Satellite Equipment will not be permitted under any circumstances.

**24. SCREWING, NAILING DRILLING HOLES IN THE CEILINGS**

Do Not Screw, Nail or drill holes in the ceilings for hanging plants, hammocks, lofts or for any other reason. There may be wiring present in the ceilings which could be damaged by doing this. Tenants are responsible for any damage to wiring or heating systems, if applicable and to any structural damage caused to the premises by violating this provision.

**25. BEDROOM DOOR LOCKS AND INSTALLATION OF PAD LOCKS**

Landlord expressly prohibits the installation of door locks or pad locks on interior bedroom doors. Any door locks or pad locks found will be removed by the landlord and the tenants will be charged for the cost of removing and replacing the locks and any physical damage caused to the door or door frame from installation of the locks.

**26. REPAIRS AND MAINTENANCE**

TENANT(s) agree to give the LANDLORD prompt notice of needed repairs. The LANDLORD will make all necessary interior and exterior repairs to the rental unit to keep it in a habitable condition as prescribed by local or state housing ordinances. Serious heating, plumbing, and electrical failures to be attended to within twenty-four (24) hours of a written request.

**27. BROKEN SCREENS AND WINDOWS**

TENANT(s) have Care and Custody of the Rental Unit. TENANT(s) are responsible for repair and replacement of broken windows and screens due to their negligence or vandalism. TENANT(s) further understand and agree that if it is proven that a licensee or invitee has vandalized the screens or window's, it is the TENANT(s) responsibility to pay for the repair/replacement of these items.

**28. RIGHT TO PRIVACY**

TENANT(s) agrees to let the LANDLORD enter unit with notice given by 5pm the day previous of a request to repair, inspect, or show the unit. Failure by the TENANT(s) to agree to a pre-arranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions. Refusal by TENANT(s) to let LANDLORD enter unit subject to the above notice requirements will be considered reasonable grounds for eviction.

**29. TENANT LIABILITY IN FREEZING TEMPERATURES**

TENANT(s) agree to not shut-off, stop service or turn back heat of the rental unit in periods of time where outside temperature drops below the freezing level. TENANT(s) agree to pay for all damages caused by failure to comply with this item.

**30. END OF TENANCY**

At the end of tenancy as defined by the Lease, TENANT(s) agree to let LANDLORD enter unit and start the turnover process, even though keys and other paperwork might have not yet been returned to LANDLORD. Tenant is responsible for any damages that landlord may suffer due to tenant not vacating upon the agreed upon date and time.

**31. ABANDONMENT OF PERSONAL PROPERTY**

LANDLORD to make reasonable efforts to notify departing TENANT(s) of property left behind. Personal property left by vacating TENANT(s) after their move-out date and time will be considered abandoned. LANDLORD may elect at its sole discretion to store personal property left by TENANT(s) and charge TENANT(s) reasonable storage and moving fees. TENANT(s) give LANDLORD the right to retain possession of abandoned personal property until storage charges are paid in full.

**32. SUB-LETTING/ASSIGNMENT/AMENDMENT TO LEASE**

TENANT(s) will not sub-let or assign the premises without the written consent of the LANDLORD. Tenants will be charged \$150.00 for each landlord authorized amendment to the lease.

**33. PETS OR ANIMALS**

Pets or animals of any kind will not be permitted on premises without the written consent of the LANDLORD. Any violation of this clause will be considered a breach of the Lease and immediately give the LANDLORD the right to declare the TENANT in default. If a pet is found on the premises (even if it is just there temporarily) without written consent of the LANDLORD, TENANT(s) will be charged a \$1,000.00 damage fee and the pet shall be removed from the premises immediately or tenant will face eviction under the 7 day Health Hazard/ Damage to Premises Eviction Method.

**34. PESTS/RODENTS/FLEAS**

TENANT(s) shall exterminate any insects, rodents, or other pests (except wood eating or wood destroying insects) infesting that portion of the premises he/she occupies. TENANT(s) responsibility for extermination shall begin (30) thirty days after occupancy commences. This responsibility may be

relieved at the sole discretion of the LANDLORD if LANDLORD deems infestation occurred before tenants took occupancy. LANDLORD shall be permitted to use whatever commercially accepted methods it sees fit to deal with such infestations.

35. **KEYS & LOCKS**

It is agreed the LANDLORD will provide one key to each TENANT upon execution of Lease and move in date. At the end of the lease term all keys and any copies made are to be returned to LANDLORD. Any keys not returned by Noon on the last day of tenancy are subject to a \$75.00/lock re-keying fee applied against Security Deposit. TENANT(s) accept existing locks as safe and acceptable. TENANT(s) may request locks to be changed at the beginning of tenancy, or at any time for a flat fee of \$75.00/lock. Any locks that are found installed by individuals other than the LANDLORD will be removed and LANDLORD will assess a \$75.00/lock change-out fee.

36. **LOCKOUT POLICY**

Any TENANT(s) locking themselves out of their house, apartment, bedroom or mailbox can call LANDLORD to be let in. The following charges will be assessed for this service due at time of service.

Weekdays between 9:00am and 4:30pm.....	\$ 30.00	New Keys	\$ 7.50 Each Key
Weekdays between 4:30pm and 9:00am.....	\$ 50.00	Change Lock	\$ 75.00 Each Lock
Weekend/Holidays.....	\$ 75.00		

37. **NOISE/INTOXICANTS/PARTIES/ORDINANCES**

Violation of local housing ordinances by TENANT(s) and disturbances to neighbors will not be tolerated. TENANT(s) are responsible for the conduct of their guests. If local enforcement authorities are needed to enforce ordinances or control noise, TENANT(s) may be subject to eviction.

38. **SALE OF PREMISES**

Upon termination of a LANDLORD’S interest in a rental unit whether by sale, assignment, death, appointment of receiver or otherwise, the LANDLORD or his agent is liable with respect to the security deposit, until the occurrence of one of the following: (a) Transfer of the deposit to the LANDLORD’S successor in interest and written notification to the TENANT by ordinary mail of the transfer and of the successor’s name and address.(b)Successor deposit funds in a regulated financial institution.(c) Return of the security deposit to TENANT(s).

39. **LEASE ALTERATIONS**

Any alterations to this Agreement shall be in writing and signed by the LANDLORD and all TENANT(s).

40. **LIABILITY OF LANDLORD**

TENANT(s) hereby agrees to indemnify and hold harmless the LANDLORD from and against any and all claims for damages to premises or personal injury arising from TENANT(s) use of premises, or from any activity, work or thing done, permitted or suffered by TENANT(s) in or about the premises. If in LANDLORD’S judgment, there is substantial damage to the premises in such circumstances, LANDLORD may terminate this Lease by giving written notice to TENANT(s) and TENANT(s) will be held responsible for damages and loss rents until such time as the premises is re-rented

41. **FAIR HOUSING-WE ARE AN EQUAL HOUSING PROVIDER**

In accordance with the law, this property is offered without respect to race, color, religion, sex, handicap, familial status, or national origin.

42. **AIR CONDITIONING**

One through the wall air conditioning unit will be provided for each Apartment. Each 2 bedroom Upper Split Level will have an extra Air Conditioner installed in the Master Bedroom if the tenants request. Air Conditioners operate with tenant paid for electricity.

43. **WATER FURNITURE**

TENANT(s) shall not use or allow to be used on the premises any type of water furniture. The definition of water furniture includes, but is not limited to waterbeds and fish tanks. TENANT(s) will be charged for any indentations left in the carpet due to the weight of the water furniture. This charge might include the complete replacement of the carpet, if the indentation cannot be completely removed through other means the LANDLORD deems applicable.

44. **ILLEGAL ACTIVITIES, CONDUCT DETRIMENTAL TO THE COMMUNITY**

TENANT(s) shall not engage in any illegal activities. If it is apparent that illegal activities are occurring on the premises, or tenant(s), are conducting themselves in a way that is detrimental to the community, Landlord may bring an eviction action under the 7 day or 30 day notice as appropriate.

45. **GARBAGE**

Each TENANT(s) shall deposit all garbage in the proper provided outside containers. Garbage should be placed into specified containers only. Do not overfill the dumpsters because the Garbage Company will not take any additional garbage. Large items such as couches and furniture may not be left on the exterior of the property or the curb strip. If this happens the City can elect to remove these items and the Tenants will be billed for the removal of these items. Tenants will not leave trash or trash bags outside on the patios or balconies. Tenants give maintenance the authority to remove these items and agree to be billed at a rate of \$25 per bag or item.

46. **TOWNSHIP OF KALAMAZOO FINES AND CHARGES**

Per the Township of Kalamazoo Zoning Ordinance; the Township can impose fines against properties for numerous violations. The following is a non all-inclusive list that identifies some of the fines that TENANT(s) will be held liable to through their LANDLORD. The LANDLORD is forced to pay these fines on behalf of the TENANT(s) through a lien process. The LANDLORD has no control over what the Township decides to charge, but is forced to pay it. Some of the more frequent violations are as follows: Trash not placed in a container, Trash container not in the appropriate place or left by the curb-strip, recycle container left at the curb-strip, interior furniture outside, noise violations, trash in lawn, failure to keep sidewalks clear in the winter, parking in non-designated areas, and trash in the yard. TENANT(s) acknowledge and fully understand that the Township of Kalamazoo and LANDLORD does not give any prior notice before assessing fines and fees. TENANT(s) can request a copy of the Township of Kalamazoo Zoning Ordinance at any time by going down to Township Hall. Directions can be obtained from LANDLORD.

47. **TENANT BILLS PAID BY LANDLORD**

A \$25.00 fee will be added to each bill that LANDLORD receives that was supposed to be paid by the TENANT(s). These bills include, but are not limited to: Gas/Electric/Water/Trash Bills and Township Fines. These fines are due and payable immediately and will be added to TENANT(s) accounts. Should tenant fail to initiate utility service in their name, tenant gives landlord the permission to initiate service in the tenants name for utilities for which tenant is responsible. This may involve landlord providing personal information to the utility company such as social security and drivers license numbers. At move-out, TENANTS are responsible for submitting a receipt showing that the final water bill has been paid. Failure to provide this receipt within 4 days of vacating the unit will result in actual charges being assessed against TENANTS security deposit.

48. **FIRE EXTINGUISHERS & SMOKE DETECTORS**

All smoke detectors and fire extinguishers are in proper working order at the time of your move-in. TENANT(s) are responsible for replenishing batteries as they go dead and shall not at any time disable these safety devices. TENANT(s) should test these devices weekly to ensure they are functioning. After move-in, there is a 7-day grace period to report in writing that a smoke detector or fire extinguisher is malfunctioning. If the device is malfunctioning in any way contact the LANDLORD immediately. Upon receipt the LANDLORD will promptly repair these items. After the 7-day grace period the Tenant is held responsible for these devices. If the LANDLORD identifies one of these devices is missing or disabled after the 7-day grace period, the LANDLORD will immediately fix the device and bill the Tenant. Fees range between \$7-25/device.

49. **LAWN CARE**

LANDLORD will provide lawncare at frequencies it deems as adequate. Leaf raking, gardening, and trimming will be performed at the LANDLORD’S sole discretion. TENANT(s) are responsible to pick up and dispose of any trash or debris that has been placed or blown on the property.

50. **BLOCKED/PLUGGED TOILETS**

99% of the time blocked/plugged toilets are a result of feminine products, Q-tips and other assorted items being flushed down that are not supposed to be. TENANT(s) should first try to plunge the toilet themselves before calling for a repair. If you are unable to fix the problem, the LANDLORD will send a maintenance person out to investigate. If it is discovered that the problem was due to something the TENANT placed in the toilet, then the TENANT will be billed accordingly. Charges are between \$35-\$150 dollars depending on the problem.

51. **LIGHTBULBS AND SMOKE DETECTOR BATTERIES**

All light bulbs and batteries will be in working order at move-in. Tenants have 7 days after move-in to report in writing a non-working/missing bulb or battery. After this 7-day period Tenants shall be solely responsible for the replacement of these bulbs and batteries. TENANT(s) will be charged \$5.00 for each missing or non-working bulb or battery upon vacating the property.

52. **COLLECTION OF OUTSTANDING ACCOUNTS**

TENANT(s) agree that if there are amounts due to LANDLORD after tenancy has ended and security deposits have been settled, then these monies will be paid promptly by the tenant(s). If not paid promptly, the balance will be placed for collection until such a time as a final statute driven interest rate based on a money judgment is awarded to the LANDLORD. TENANT(s) authorize any and all delinquent account balances as determined by LANDLORD to be reported to the Credit Bureaus.

53. **PARTY POLICY AND TENANTS RIGHTS TO QUIET ENJOYMENT**

Recurring noise violations, providing to or consumption of alcohol by underage persons, may be grounds for an eviction as determined by the LANDLORD. A tenant may not interfere with another tenants reasonable right of quiet enjoyment of their apartment

54. **RENTERS INSURANCE**

The LANDLORD requires TENANT(s) to have a RENTERS INSURANCE POLICY in place. This policy will protect you from vandalism, theft, fire, loss of use, and other items. Please refer to the policy for exactly what it covers. TENANT(s) is hereby notified that LANDLORD'S insurance does not insure against loss of personal property on the premises due to fire, theft, vandalism or other causes. TENANT(s) are responsible for personal liability insurance as well as insurance on TENANT(s) own property for fire, casualty loss, theft and all other losses as well as any required deductibles.

55. **CREDIT CARD PAYMENTS**

In the event the LANDLORD accepts credit cards or debit cards as a form of payment, TENANT(s) agree to pay the LANDLORD a \$10 convenience fee per credit card transaction.

56. **JURISDICTION FOR LITIGATION/ARBITRATION/MEDIATION**

All parties agree that if any legal action pertaining to the enforcement of this Lease or any of its provisions is initiated by any party to the Lease, said action shall be filed and heard in the jurisdiction of which the rental unit is located unless prohibited by law.

57. **REQUIREMENTS, TERMINATION and NON-OCCUPANCY**

Tenants may be asked to meet certain requirements prior to taking possession of the rental unit. These include, but are not limited to: signing of all lease documents, receipt of all required guarantee agreements and receipt of full security deposits and fees. Tenants will not be allowed to occupy the rental unit until these are met. Tenants are responsible for the payment of rent beginning with the inception date listed on the lease regardless of whether they take occupancy. Inability to meet a requirement is not sufficient reason for tenant to terminate this agreement. Should tenant decide not to take occupancy for whatever reason, tenant(s) are to give written notice to landlord as soon as possible of their intention to not take occupancy. Landlord will then attempt to re-lease the unit through its ordinary and customary business practices. Tenant(s) duty to pay rent will end once the unit is re-leased, or the tenant(s) lease expires, whichever occurs first. Should landlord refuse occupancy do to requirements not being met, he will attempt to re-lease the unit. Should the tenants subsequently meet the requirements prior to the unit being re-leased, occupancy will be granted. In either case, landlord will notify tenant(s) once the unit is re-leased and that the obligation to pay rent has ceased. Should all requirements not be met within 30 days of the lease signing, the landlord MAY, at his sole discretion, choose to terminate this agreement by written notice to the tenants. In all of the above cases of non-occupancy by the tenant or termination by the landlord, tenant(s) agree that security deposit and administration fees, whether paid in full or not, shall be payable to landlord as liquidated damages, unless they are exceeded by actual damages including accrued rent and re-leasing expenses.

58. **CONCESSIONS**

Tenants may have been offered concessions or discounts. Should tenants fail to meet all obligations under the lease, the landlord, at its sole discretion, will retract any concessions or discounts and they will become immediately due and payable upon notice to the tenants. These obligations include but are not limited to: timely payment of rent, no noise or other behavioral complaints and not causing any damage to the rented premises.

59. **MILITARY LEAVE**

Tenant(s) acknowledge that being called to military duty of any kind is not reason or cause to terminate this lease and agree their obligations under the lease would continue throughout any military service.

60. **INVALID PROVISION**

If any provision of this Lease shall be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

61. **FALSE REPRESENTATIONS**

If any representations of TENANT(s) prove to have been false or misleading in any material way when making application for this Lease, then the LANDLORD may declare this Lease void and may take possession of the premises.

62. **FULL UNDERSTANDING**

This Lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except attachments made under the Additional Tenancy Conditions herein, if any, which shall become a part of the Lease.

63. **AGREEMENT SIGNATURES**

When executed by LANDLORD and TENANT(s), LANDLORD and TENANT(s) agree that this shall constitute a binding agreement for the lease of this property. All parties to this Agreement have read, and agree to abide by all the rules and regulations listed herein. In consideration hereof, the undersigned hereby guarantee the faithful performance of the covenants and conditions of this Lease.

Tenant's Names (Signatures)	Date	Tenant's Names (Signatures)	Date
1. _____	_____	4. _____	_____
2. _____	_____	5. _____	_____
3. _____	_____	6. _____	_____

LANDLORD: \_\_\_\_\_  
Trident Realty, Inc. Date

**LEAD DISCLOSURE**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. TENANT(s) must also receive a Federal approved pamphlet on lead poisoning prevention.*

**Lessee's Acknowledgement**

I understand that the Lessor has no knowledge or reports of lead-based paint and/or lead-based paint hazards in the housing . I further acknowledge that I have received the pamphlet *Protect Your Family from Lead in Your Home*.

**Acknowledged** \_\_\_\_\_