

ADDENDUM TO APARTMENT LEASE

Tenant is responsible for insuring his own personal property and must have a renter's insurance policy. Tenant is responsible to pay for gas, electric, and water. Tenant understands and agrees that Tenant is legally liable for any fire, water, or other damage to the apartment community premises, including Tenant's apartment and all common areas, caused by the negligence, misuse, carelessness, or neglect of the Tenant or Tenant's guests. Consult an Insurance Agent on different coverage available. Additional Agreements and Covenants which are considered to be part of the Lease between the below signed Tenant and Townsend Management and its Agents, dated _____.

Each of the 12 full and equal payments is to be paid by ONE money order, ONE certified check, or cash. Lessor may, **at his option**, accept personal checks. However, should any check be returned by the bank, for any reason, the Tenant will pay a **\$40.00 SERVICE CHARGE** to Lessor, in addition to payment in one of the aforementioned ways to cover the returned check. Each check or money order should have the building and apartment identified on it. (Example: 720 Regent, #2). IN ADDITION, Tenant expressly agrees to the following modifications of said Lease: Paragraph #1: a 10% late charge must be paid with all payments received after 5 days from the due date. Total monthly late charge is \$_____. If the charge is not included at the time of the late payment, the charge will be deducted from the Security Deposit at the end of the Lease term. A returned check will, in addition to the \$40.00 service charge, be susceptible to late payment charges and counted as if never paid until a replacement form of the payment has cleared the bank. If any portion of the rent is late or unpaid, the whole rent will be counted late until the full amount is paid for that month. The DUE DATE IS THE 15th OF EACH MONTH beginning with the 15th of May and each 15th thereafter until all payments have been made and total amount due for the Lease term is paid in full. Total amount due for the Lease term is \$_____. (see rent schedule below). All signed tenants are collectively responsible for the full monthly rent payment. UNDER NO CIRCUMSTANCES CAN RENT BE WITHHELD. **A RENEWAL LEASE MUST BE SIGNED BY JANUARY 15, 2009.**

Payment Schedule

All rent payments will be made in sequence, and a rent payment will not be counted for the month which is purportedly paid for until all payments due before that month have been paid, regardless of what is written on the check. The following payment schedule applies:

- | | | |
|--------------------|-----------------------|-----------------------|
| 1. May 15, 2008 | 5. September 15, 2008 | 9. January 15, 2009 |
| 2. June 15, 2008 | 6. October 15, 2008 | 10. February 15, 2009 |
| 3. July 15, 2008 | 7. November 15, 2008 | 11. March 15, 2009 |
| 4. August 15, 2008 | 8. December 15, 2008 | 12. April 15, 2009 |

If any of the first three rent payments is delinquent, after 10 days from the date due, in part or in whole, then Lessor may, at his option, declare the Lease null and void and retain any and/or all prepaid monies and Security as liquidated damages. If Tenant requests in writing to terminate the lease early, Lessor will then seek a suitable replacement. Until a replacement is found, the Tenant is responsible for all financial payments of Lease. If a replacement is found, the Tenant will pay a fee equal to the contract's security deposit to terminate the lease early.

Preprinted Lease Modifications

Paragraph #11 of the preprinted Apartment Lease shall be modified by deleting the last two sentences thereof, and by adding the following: At other times, Lessor or his agent may enter the apartment after the Tenant's request for maintenance during the hours of 8 a.m. and 8 p.m. providing the Lessor or his agent knocks loudly, then opens the door and yells "Townsend Management."

Paragraph #12 of the preprinted Apartment Lease shall be deleted in its entirety, and shall be replaced by the following: The Apartment shall not be occupied in whole or in part by any person other than Tenant. Tenant shall not sublease, sublet or relet the Apartment, or any part of it, nor assign this Lease, nor permit and act of default of Tenant or another person to transfer Tenant's interest in this Lease by operation of law, without application approved by Lessor. No act by Lessor other than a written acceptance of the proposed transferee shall be construed as a waiver of this provision. Tenant's breach of this provision shall constitute Tenant's default in the performance of a covenant of this Lease.

Paragraph #15.B. (2) and (3) shall be deleted in its entirety. A renewal lease, if offered by Lessor must be signed and completed by the second Friday in January of the current lease term.

Rules and Regulations Modifications The following shall be added:

- Tenant upkeep.** Tenant is responsible for repair and upkeep of all windows, screens, and doors during residency. Tenant is also responsible for replacing light bulbs and smoke detector batteries. Spraying for spiders, ants, flies, gnats, mosquitos, Asian beetles, earwigs, and bees is the tenant's responsibility.
- Heat.** Heat must be maintained in said apartment during cold periods of the year at a temperature of 55° or higher as to prevent freezing of water pipes. If the thermostat is found to be turned off or set at a temperature below 55°, Tenant will be assessed a \$50.00 fee for each instance. In addition to the \$50.00 charge, Tenant will be responsible for all damage caused by the frozen water pipes. Lessor or his Agent may adjust heat any time he determines it is not sufficient to protect pipes from freezing. (Example: Winter Break or weekends when no one appears to be present).
- Access.** It is understood and agreed that water meters will be read by Lessor or his Agent on a monthly basis. It is also understood and agreed that furnace filters will be changed by Lessor or his Agent on a quarterly basis. Between December 15 and January 15, when the outside temperature or windchill reaches a level that can cause water pipes to freeze, it is understood and agreed that heat is checked in the unit on a daily basis by Lessor or his Agent. If Lessor or his Agent has reason to believe that Tenant is in violation of this lease, it is understood and agreed Lessor or his Agent will enter unit immediately.
- Emergency.** For all emergency situations, call (815) 787-7368 and follow the instructions on the answering machine.
- Maintenance charges.** Tenant pays a \$35.00 minimum charge for maintenance not normally Lessor's responsibility (Example: Plunging a clogged toilet, removing tampons or Q-Tips from toilet, removing objects down garbage disposal).
- Utilities/Parking.** Water payments are due on the 1st of each month to Townsend Management. A 10% late fee must be paid with all payments received after 5 days from the due date. The water bill reflects the usage fee for the building, divided by the number of units in the building, plus an administrative fee. Tampering with the water meter will result in a \$100.00 fine per occurrence. Off-street parking is provided as a courtesy by the Lessor. Proper parking is the tenant's responsibility and liability of the Tenant. Parking on the lawn will result in a \$50.00 fee per occurrence.
- Contact Number.** Apartment contact telephone number must be filed with the office within 5 days of move-in. If at any time during the lease term, Lessor needs to contact Tenant, and the contact telephone number is not accessible, a \$100.00 service fee will be assessed.
- Common areas.** Common area and laundry equipment damage will be divided among all building tenants. Lessor is not liable for damage caused by the laundry equipment. **SMOKING IS NOT ALLOWED IN THE COMMON HALLWAYS.** Any Tenant or a Tenant's guest found smoking in the common hallway will incur a \$50.00 charge per occurrence to the Tenant, in addition to any damage to the building. The disposal of cigarette butts, bottles, or cans in the lawn, hallway, walkway, or parking lot by a Tenant or a Tenant's guest will incur a \$40.00 clean-up fee per occurrence. No fires, including bonfires and container fires, are allowed on property. A \$500.00 will be assessed per occurrence.
- Keys and parking stickers.** Tenant will be issued door keys and a mailbox key. A \$20.00 fee will be assessed for each key not returned at time of check-out. If a parking permit is issued, the charge will be the same as above. **Parking**

permits and/or keys will not be accepted after checkout appointment.

- 26. **Key-in.** Tenant pays a \$25.00 fee if Lessor or Agent is called to unlock door for Tenant between the hours of 8:00 am and 10:00 p.m. \$50.00 for key in between 10:00 p.m. and 8:00 am. This service is only provided if staff is available.
- 27. **Abandoned garbage.** Tenant pays a \$25.00 fee for abandoned garbage on the premises (in hallway, by front or back door, or parking lot). If more than one bag of garbage is found, the fee is \$25.00 per bag. Lawn chairs, incomplete grills, furniture, etc. will be considered abandoned if found outside the unit after November 15. A \$25.00 fee will be assessed per item for disposal.
- 28. **Move out** Tenant is responsible for returning the apartment back to the condition that it was given at the beginning of the Lease term. Charges may be, but are not limited to:
 - (a) **Walls must be washed; they are not automatically painted every year.** If any ceilings or walls are painted by the Tenant, Tenant will be charged a full repaint to return apartment to original condition.
 - (b) Gouged, scratched, or broken doors or frames may, at Lessor's discretion be replaced with a new door and/or frame at Tenant's cost. Replacement cost of a prefinished interior door is \$150; Exterior doors \$300.
 - (c) Miscellaneous minimum charges: *Tenant agrees to an automatic carpet cleaning charge of \$.30 per foot at the end of the lease term.* Carpet damage beyond normal wear and tear will be billed to Tenant based on the current replacement cost. Burns/Holes in carpet will be charged a minimum of \$15.00 each; repair of holes in wall or ceiling \$50.00 - \$150.00 each; removal of trash from apartment \$25.00 minimum; removal of abandoned furniture left in apartment or dumpster \$25.00 each piece; and any other damages, labor, and materials will be charged at \$35.00 per hour, plus material cost. Cleaning is charged at \$25.00/hour with a \$50.00 minimum charge per apartment, if needed.
 - (d) Any items or belongings found in the apartment or on the grounds outside the apartment after the check-out appointment will be deemed abandoned and will be discarded immediately. No storage is offered.
 - (e) Any amount due above and beyond the security deposit at the end of the lease term will incur a monthly interest rate of 8.00%.
- 29. **Pets.** No dogs, cats, ferrets, rabbits, or hedgehogs are allowed in the apartment or building for any reason or for any length of time. If someone comes to visit with an animal, it must stay outside. Tenant will pay a violation fee of \$200.00 **per day, per animal. This is strictly enforced.** Should any Tenant violate this covenant, the animal must be removed immediately. Upon discovery, Lessor may remove and kennel the animal at the Tenant's expense. Tenant agrees to move out within 48 hours of Lessor's notice and will be responsible for all financial payments of Lease until Lessor finds an acceptable replacement.
- 30. **Gatherings.** Gatherings on walkways, hallways, stairways, public balconies, lawns, or parking lots are not allowed. A \$100.00 violation fee will be assessed per occurrence.
- 31. **Noise.** The Tenant and the Lessor agree that if the Lessor receives a complaint of excessive noise coming from the unit, and the Lessor or the Lessor's designee shall verify the noise as excessive, then the Tenant shall pay to the Lessor the sum of \$100.00 as liquidated damages for Lessor's cost of verifying any such complaint. In addition, Lessor may declare the Tenant in default of the lease under paragraph 11 of the Rules and Regulations section of the preprinted lease. The Tenant and the Lessor agree that, if upon verification of excessive noise coming from the apartment, the Lessor shall not declare the Tenant in default of the lease, the Lessor does not waive its right to declare the Tenant in default upon any subsequent verified noise complaint.
- 32. **Music/Alcoholic Bars.** Tenant will pay a \$200.00 violation fee for any of the following, per occurrence: No D.J.'s or live bands are permitted to play or practice on the premises. No alcoholic bars are permitted in the unit. Upon discovery, Tenant must remove the bar immediately.
- 33. **Parties.** Parties are not allowed. A party may be defined by Lessor in part by the noise level in apartment and behavior of guests. Beer kegs, Jungle Juice, partyballs, bulk containers or mass quantities of alcohol are not allowed in, on, or around apartment, building, or property. Violations will result in a \$200.00 fee/per keg. Kegs are not allowed on the premises for any reason, or for any length of time, including keg furniture. Anyone suspected of having a keg on the premises who prefers not to have the Lessor or his agent immediately check, will automatically admit keg presence. If Lessor or his agent chooses to check premises and finds a keg present, Tenant will pay an additional \$50.00 fee. Keg must be removed within 24 hours of being found. Any individual found collecting a fee will be assessed a violation fee of \$200.00. If more than 12 people are found, balcony and common hallway included, at any property, a violation fee of \$200.00 will be assessed.
- 34. **Christmas trees.** Only artificial Christmas trees are allowed. Anyone found with a live or fresh-cut tree will pay a \$100.00 fee.
- 35. **Subleasing.** Subleasing is allowed only by landlord approval through an application, as well as written consent from all original lease signers. There is a \$100.00 fee per sublease contract.
- 36. **Fees.** All assessed charges/lease violation fees, written or verbal, are payable within five days of notification, for each occurrence. If any fee is not paid within five days, a \$50.00 late fee will be charged per month.
- 37. Actual apartment may vary slightly from model. Only Tenant named on the Lease may occupy said apartment. DeKalb ordinance states that only five (5) unrelated, six (6) related people may occupy any dwelling unit. Tenant must supply his own shower curtain and toilet plunger. Tenant is not permitted to have sleeping rooms in the basement.
- 38. If any item in the ADDENDUM conflicts with what is written in the preprinted first part of the Lease, then that which is in the ADDENDUM will be the determining part and will override anything conflicting in the other part of the Lease. If any part of this lease or ADDENDUM is contrary to DeKalb Municipal Code #10, it is not by intent. Please notify Lessor immediately with supporting documentation. Any provisions that violate the Ordinance are void and not enforceable.
- 39. If Resident defaults in the performance of any lease obligation, Lessor may, at his option, terminate this Lease or terminate Resident's right to possession of the Premises. If Lessor opts to terminate Resident's right to possession without terminating the Lease, Resident shall remain liable for all Rent that accrues until the end of the Lease Term or until Lessor relets the Premises, whichever comes first.

THIS IS A LEGAL AND BINDING CONTRACT. I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THIS ADDENDUM. LEASE INFORMATION CAN ONLY BE DISCUSSED WITH THE SIGNED TENANTS OF THE CONTRACT.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

AGENT/LESSOR _____