

## ADDENDUM TO APARTMENT LEASE

Tenant is responsible for insuring his own personal property and must have a renter's insurance policy. 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 Laing 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. If at any time more than one check is accepted, it is understood that this is a COLLECTIVE lease, all tenants signed to the lease are collectively responsible for the FULL payment of the lease. However, should any check be returned by the bank, for any reason, the Tenant will pay a **\$50.00 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 \$50.00 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 IF OFFERED MUST BE SIGNED BY JANUARY 15, 2013.** DO NOT place cash payments in a drop box.

### 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, 2012    | 5. September 15, 2012 | 9. January 15, 2013   |
| 2. June 15, 2012   | 6. October 15, 2012   | 10. February 15, 2013 |
| 3. July 15, 2012   | 7. November 15, 2012  | 11. March 15, 2013    |
| 4. August 15, 2012 | 8. December 15, 2012  | 12. April 15, 2013    |

**The August 15<sup>th</sup> rent payment and all late fees must be paid in full when keys are given to move in.** 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 #5** Security deposits receive interest annually at the average passbook savings rate for the area. The interest will be disbursed to the tenant upon move out. Request for disbursement or an annual accounting will be provided by Lessor at Lessee's written request.

**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 "Laing 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.

**Rules and Regulations Modifications** The following shall be added:

- 17. Tenant upkeep.** Tenant is responsible for repair and upkeep of all windows, screens, blinds and doors during residency. Tenant is also responsible for replacing light bulbs and smoke detector batteries. Spraying for spiders, ants, flies, fleas, gnats, mosquitoes, Asian beetles, earwigs, bed bugs and bees is the tenant's responsibility. Landlord will rid any apartment of mice with the use of D-Con only. Attachment of a satellite dish is not permitted. Any one who drills, nails, screws or permanently attaches one will be fined \$500.00. Only outdoor furniture is allowed on the balcony.
- 18. 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 \$100.00 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). The furnace closet must remain locked. No storage is permitted in the closet. There is a \$100 fine if the closet door is tampered with.
- 19. Access.** It is understood and agreed that on a monthly basis, approximately at the beginning of each month, Laing Management will enter the apartment to read the water meter. It is also understood and agreed that entry on a quarterly basis into the apartment to change furnace filters will occur. 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.
- 20. Emergency.** For all emergency situations, call (815) 758-1100 and follow the instructions on the answering machine.
- 21. Maintenance charges.** Tenant pays a \$50.00 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).
- 22. Utilities/Parking.** Water payments are due on the 1<sup>st</sup> of each month to Laing Management. A 10% late fee must be paid with all payments received after 5 days from the due date. The water bill reflects usage fee 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.
- 23. 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.
- 24. Common areas.** Common area damage/clean up will be divided among 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 \$100.00 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 \$100.00 clean-up fee per occurrence. No fires, including bonfires and container fires, are allowed on property. **Discharging of fireworks is NOT permitted.** A **\$500.00 fee** will be assessed per occurrence.
- 25. Keys and parking stickers.** Tenant will be issued door keys and a mailbox key. A \$15.00 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. Anyone who is found parking on the lawn is susceptible of being towed and will pay a \$500 fee to Laing Management plus towing fees.

**Parking permits and/or keys will NOT be accepted after checkout appointment.**

26. **Key-in.** Tenant pays a \$50.00 fee if Lessor or Agent is called to unlock door for Tenant between the hours of 8:00 a.m. and 10:00 p.m. \$100.00 for key in between 10:00 p.m. and 8:00 a.m. 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 per bag.
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. **A check out appointment will be scheduled on the last day of the lease term. Tenants must attend the appointment at the designated time in order to discuss security deposit deductions. Charges will not be discussed at a later date. Only signed tenants are permitted to attend the check out appointment.** No subsequent appointment will be made. *If no one appears at the check out appointment, a \$50 charge is assessed according to the City of DeKalb ordinance.* Charges may be, but are not limited to:
- (a) **Walls must be washed with TSP; they are not automatically painted every year. Painting by the tenant is not permitted at any time.** If any ceilings or walls are painted by the Tenant, Tenant will be charged a full apartment repaint to return apartment to original condition. Tenant will pay to replace any damaged carpet or trim.
  - (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 \$.25 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 \$10.00 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 is \$25.00 each piece; and any other damages, labor, and materials will be charged at \$50.00 per hour, plus material cost. Cleaning is charged at **\$25.00/hour** with a \$50.00 minimum charge per apartment.
  - (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 will incur a monthly interest rate of 8.00%.
29. **Pets.** No dogs, cats, rats, mice, ferrets, rabbits, chinchillas, minks, 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 \$500.00 **per pet, per day. 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. Any tenant or tenant's guest found on a building roof will result in a \$500.00 fee charged to the applicable apartment. Balcony hopping, or entering a balcony by any means other than the sliding glass door will result in the same fee. Public urination by a tenant or tenant's guest (common areas, balcony) results in a \$500 fee.
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. If a police officer knocks at the apartment door and the person in the apartment refuses to answer, Tenant will be assessed a \$500.00 fee. Exercise Equipment is not permitted in the Apartment.
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 or musical instruments 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. Beer bottles are not permitted. Cup Drinking Games (ex: Beer Pong, Flip Cup) are not permitted. Violations will result in a \$250.00 fee/ \$250 per keg. 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 \$100.00 fee. Keg must be removed within 24 hours from being found. Any keg found after 24 hours will be considered a different keg and new charges will be applied. Any individual found collecting a fee will be assessed a violation fee of \$250.00. If more than 12 people are found, balcony and common hallway included, at any property, a violation fee of \$250.00 will be assessed. Multiple apartment parties are not allowed and will be assessed a \$250.00 fee per apartment.
34. **Christmas trees.** Only artificial Xmas 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. Tenant must supply his own shower curtain and toilet plunger. Standard cable service can be obtained in the apartments through the local service provider. The bedroom wiring does not support cable box connections. Digital phone service cannot be obtained in the apartments.
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. \_\_\_\_\_ 3. \_\_\_\_\_  
2. \_\_\_\_\_ 4. \_\_\_\_\_

AGENT/LESSOR \_\_\_\_\_