

**GENERAL LEASE ADDENDUM**  
**Rules & Regulations**

SUBJECT PROPERTY: \_\_\_\_\_

LEASE DATED: \_\_\_\_\_

The undersigned agree that the following terms, conditions, rules and regulations are hereby made a part of the above referenced lease pertaining to the subject property:

**RECOMMENDATION TO CHANGE OR RE-KEY LOCKS**

Lessee acknowledges that it is the obligation of Lessee, at Lessee's expense, to immediately have all locks on the leased subject property either changed or re-keyed for Lessee's protection and safety. It is not known to whom the prior tenant may have given keys to the property. In addition, during the marketing process of the subject property, keys may have been given to and used by appraisers, inspectors, contractors, workmen, Realtors, etc.

It is highly recommended that Lessee do the following immediately upon taking occupancy of the subject property:

- 1) Have all locks on the leased property changed or re-keyed.
- 2) Change any security system access codes.
- 3) Re-code the garage door remote control if applicable.

Lessee must furnish free of charge in hand to Lessor on the same day the lock work is performed, a working duplicate of any new key(s) Lessee has had made and any security codes that were changed. Lessee's failure to furnish Lessor with duplicate key(s) according to the terms stated, gives Lessor the right to remove, add, change or re-key any and all locks and Lessee must immediately pay all associated costs. Lessee has the right within 30 days after commencement of lease to add, change or re-key locks at Lessee's expense and with Lessee handling all arrangements for the work to be performed. After this 30-day period, no lock may be added, changed or re-keyed without prior permission of the Lessor (except in the case of an emergency which threatens the safety of Lessee). Lessee agrees to release Lessor and Keller Williams Realty 455-0100 including its agents (hereinafter referred to as Broker) from any and all liability and/or claims that result from or are related in any way whatsoever to the Lessee's failure to take the above recommended actions.

**LOST KEYS AND LOCK OUT**

In the event Lessee is locked out of or loses the key to subject property, *forgets door lock code or fails to change batteries in electric lock*, Lessee is solely responsible for making all arrangements with (and paying for) a locksmith to provide a duplicate key or to re-gain access to the property. Lessor is not obligated to furnish Lessee with a duplicate key. However, Lessee may contact Lessor between 9:00am and 5:00pm Monday through Friday, and Lessor may, at Lessor's convenience, furnish a duplicate key at some cost to Lessee. It is suggested that Lessee make a prior arrangement with a responsible party for access to a duplicate key to avoid this problem. If the lock must be re-keyed to a different key than the original key, then Lessee must furnish free of charge in hand to Lessor on the same day that the lock work is performed, a working duplicate of any new key(s). Lessee's failure to furnish Lessor with duplicate key(s) according to terms stated, gives Lessor the right to remove, add, change or re-key any and all locks and Lessee must immediately pay all associated costs.

**RETURN OF SECURITY DEPOSIT**

In addition to the terms that may be stated in the lease agreement regarding the release/return of Lessee's security deposit, the release/return of all or a portion of Lessee's security deposit is conditioned upon the following provisions being satisfied by Lessee:

- a) Full term of lease has expired.
- b) Sixty (60) days written notice was given prior to the expiration of the current lease term.
- c) No damage to property beyond normal wear and tear.
- d) Entire apartment cleaned to include the stove/range, exhaust fan, refrigerator, bathroom, closets, cabinets, baseboards, windows, ceiling fans, and floors. Refrigerator emptied and defrosted. Entire apartment is left broom clean and move-in-ready for occupancy by the next Lessee. *Not applicable if a "Mandatory Cleaning Fee" is included with this lease.*
- e) No stickers/scratches or holes in/on walls. All burned out light bulbs replaced.
- f) No damage to carpet beyond normal wear and tear.
- g) No damage or smells/odors resulting from pets.
- h) No unpaid late charges or delinquent rents.
- i) All keys returned.
- j) All debris, rubbish and discards of Lessee removed from the apartment and placed outside in proper rubbish containers. This includes removal of all of Lessee's trash, rubbish & discards on outside of premises.
- k) Forwarding address left with Lessor.
- l) All terms of lease complied with.
- m) In the event the lease agreement is broken, no portion of any deposit (including pet deposit) shall be refunded.

The costs of labor and materials for cleaning, repairs and delinquent payments will be deducted from security deposit if the above provisions are not complied with. The security deposit will be refunded by check mailed to the Lessee's forwarding address, made payable to all persons signing the lease. Refunds can not be picked up from Lessor. *Any conflicting terms contained in the actual lease agreement regarding the return of the security deposit take precedence over those stated in this addendum.*

**SECURITY DEPOSIT LIABILITY**

Lessor and Lessee acknowledge and agree that the return of Lessee's security deposit is ultimately the decision of Lessor and therefore Lessee hereby releases and forever discharges Broker from any and all liability, claims, responsibilities and causes of action related in any way whatsoever to the inability or refusal of Lessor to return said deposit(s) to Lessee. Lessee acknowledges and agrees that Lessee's non-interest-bearing security deposit is to be held by the owner of the property unless an agreement to the contrary has been agreed to between Lessor & Broker.

**REPAIRS**

When normal repairs that are the responsibility of Lessor are needed, Lessee must contact Lessor only from 9:00am to 5:00pm, Monday through Friday. Lessor will not accept normal repair calls except during the times stated. Repairs will only

be scheduled during the normal business hours of the required repairman, excluding weekends and holidays.

Emergency repairs (such as flooding, electrical or gas problems which could cause a fire, or other situations which could endanger life or property) can be reported at any time to Lessor. Additionally, Lessee is instructed in this event to directly contact the appropriate city agency since their emergency services can usually respond faster than an individual service company.

Lessee acknowledges and agrees that the mere inconvenience and discomfort resulting from the failure of either a heating or cooling system is not considered an emergency repair.

**FREEZING TEMPERATURES**

Whenever the temperature falls below 32 degrees, even if just for a few hours, *Lessee must turn on all water faucets (hot and cold) including exterior faucets and let them run to prevent damage to pipes.* Water must run until temperature rises above 32 degrees. Lessee is responsible for freeze damages to pipes and all resultant damages from not taking precautions. If Lessee is leaving town, Lessee must make arrangements with a friend or neighbor to turn on water in event of a freeze. **BE SURE ALL STOPPERS ARE REMOVED BEFORE RUNNING WATER.**

**LEAVING TOWN AND EXTENDED ABSENCES**

If Lessee will be absent from the premise for an extended time, Lessee must make arrangements with a responsible party to monitor the premise for problems. Lessee must also notify Lessor, although Lessor is not responsible for damage or loss occurring during Lessee’s absence.

**AIR CONDITIONERS**

Depending on the type of filter used, Lessee must change or clean all air conditioning filters regularly (at least once a month when in use). If filter is the type that can be cleaned, first vacuum it and then soak it in a solution of ammonia and water. Always wait at least five minutes before restarting an air conditioning unit or you may blow a fuse or circuit breaker. See the provisions titled “Fuses and Circuit Breakers”.

**REFRIGERATORS/FREEZERS**

Lessee must not use an ice pick or any sharp object to defrost refrigerator or freezer. Puncture holders can render the appliance un-fixable and Lessee will be responsible for cost of damage or replacement.

**APPLIANCES**

If any appliance does not work, Lessee must check to see if:

- a) appliance is plugged in
- b) switch is turned on
- c) thermostat (if any) is properly set and batteries are operable.
- d) fuse is blown or circuit breaker has been tripped

**FAILURE TO DO SO WILL CAUSE LESSEE TO BE OBLIGATED FOR COST OF SERVICE.**

**FUSES AND CIRCUIT BREAKERS**

Lessee is solely responsible for replacing blown fuses and for re-setting circuit breakers. The cost of any service call involving the replacement of a blown fuse or re-setting a tripped circuit breaker will be paid by Lessee. Lessee must replace fuses only with the same type and size so that the electrical service will be adequate and not overloaded.

**DRAINS/PLUMBING**

Lessee will not pour grease (even small amounts) down drains. Grease should be poured into a separate container and later disposed of. Lessee will only flush natural waste. *Lessee will not flush anything else (even if marked as flushable), including but not limited to, personal hygiene products, sanitary napkins, cleaning wipes, face wipes, baby wipes, paper towels, O-tips or Swiffer type materials.* If the sewer clogs or backs up and any items beyond natural waste are found in the sewer line or it’s determined to be the fault of the Lessee or their guests, Lessee shall be responsible for all associated costs to remedy the sewer/drain problem.

**PICTURES/WALL HANGINGS**

Lessee will not put holes in walls or use stick-on-type hangers to mount pictures or any other type of wall hangings. If premises contain picture molding, use of hooks from picture molding is permitted.

**HARDWOOD FLOORS**

Lessee will not wet mop hardwood floors. Lessee will only clean hardwood floors with a DUST MOP or VACUUM CLEANER with a hardwood floor attachment. Floors need frequent waxing for protection and Lessee will only use WAX DESIGNED FOR USE ON HARDWOOD FLOORS.

**COUNTER TOPS**

Lessee will not put hot pots or pans directly on counter tops. Protective pads will be used. Lessee will use a chopping block and not chop or cut things directly on counter tops.

**CARPET, DRAPERIES AND MINI-BLINDS**

Drapes must not be removed from windows without written consent of Lessor. If removal is allowed, drapes with a neutral backing must be used. Carpet must not be removed or altered without approval of Lessor and must be kept free of dirt and stains.

**RAIN**

Lessee will not leave windows or doors open when leaving the premise since sudden rainstorms can cause extensive damage. If damage results from this cause, Lessee is obligated to pay the related cost of repairs.

**PLANTS**

Lessee is obligated to pay for cost of any damage related to having plants in the interior of the premise. Solid protective saucers which are elevated off the floor, window sill, etc.... by the use of footings will be used under all interior plants.

**GARBAGE AND TRASH**

Lessee will not set out garbage or trash prior to the evening before scheduled pick-up. Garbage will be placed in secure trash cans, and trash will be properly bundled/packed for pick-up. Lessee will take in all garbage cans no later than the evening of collection day, and at the same time pick up any debris that may have been spilled by garbage collectors and/or animals, etc.

**PEST CONTROL/EXTERMINATION**

Lessee is responsible for maintaining, at Lessee's expense, adequate pest control/extermination of the premises. This includes but is not limited to roaches, fleas, moths, rodents and dead animals. Wood-destroying insects and organisms are excluded from this provision. Lessee's failure to adequately maintain pest control/extermination will result in Lessee being charged for the cost of pest control/extermination that may be ordered by Lessor.

**IMPROVEMENTS/REPAIRS/APPLIANCES FOR LESSEE**

To be binding on the parties hereto, any agreement to make improvements or repairs to the property or to install appliances in the property for Lessee must be stated and agreed to in writing. The parties affirm that no verbal offer or agreement regarding improvements, repairs or appliances have been made between/by all parties to the lease.

**UTILITIES:** All utilities will be in the name of and paid for by Lessee unless stated otherwise herein.

**SALE OF THE PROPERTY**

In the event the leased property is sold, Lessee agrees to be bound to any subsequent owner/lessor by all the terms contained in the lease agreement referenced herein and any addenda thereto even though said subsequent owner/lessor was not a party to the aforementioned lease.

**NSF CHECKS**

If Lessee issues a check as payment for any obligation under the terms of the lease and said check cannot be deposited into payee's account due to the check being NSF (Non Sufficient Funds), the amount of the NSF check plus either the amount for the NSF charges to the Lessor or the amount of any NSF penalty stated elsewhere in the lease (whichever amount is greater) must be paid by Lessee in the form of cash or money order within 48 hours after notification by Lessor.

**USE OF THE TERM BROKER:**

The term Broker as used herein means Keller Williams Realty 455-0100 including its agents and employees.

**USE OF THE TERM LESSOR**

The term Lessor as used herein means only the owner of the property if the property is not managed by Broker. However, if the property is managed by Broker, then the term also applies to the Lessor's real estate agent who is licensed with Broker and who serves as the Lessor's designated property manager.

**DISCLAIMER OF LIABILITY FOR LESSEE'S PERSONAL PROPERTY**

Lessee acknowledges that Lessor is not responsible for any loss or damage to Lessee's personal property such as:

**BURGLARY:** *Should this rental property be burglarized and any of Lessee's possessions stolen, the Lessor will have no liability for the incident or any resultant loss incurred by Lessee.*

**WATER, MOISTURE & MOLD DAMAGE:** *If Lessee's possessions are damaged or loss due to flood waters, a break in a water line, a roof leak, moisture or mold, the Lessor will have no liability for the damage.*

**FIRE:** *In the event of a fire, the Lessor's insurance will only cover the damage to the structure. Lessee's personal belongings are not covered.*

For the above reasons, ***it is strongly recommended that Lessee purchase a renter's insurance policy and a separate flood insurance policy to cover the numerous perils which could involve Lessee's personal property.*** Lessee hereby releases Lessor and Broker from any and all liability and/or claims that may result from or be related to the Lessee's failure to take the above recommended actions.

**VEHICLES AND MOVING VANS**

Lessee will only use the streets or driveways to drive on or park vehicles. Lessee will not permit anyone to drive or park on lawns or sidewalks. Lessee is responsible for damage caused by moving vans hired by Lessee that fail to adhere to this procedure.

**\*\*PARKING:**

There is/are \_\_\_\_\_ parking spaces on the premise assigned to Lessee described as follows: \_\_\_\_\_ and Lessee will not park more than \_\_\_\_\_ vehicles on the premise.

**\*\*BOATS, TRAILERS & OTHER EQUIPMENT:**

Lessee (can ) (cannot ) keep boats, trailers or other equipment on the premise. Authorization to keep any of these items on the premise will be described elsewhere herein.

**\*\*SMOKE DETECTORS:** A total of \_\_\_\_\_ smoke detectors will be provided by \_\_\_\_\_ and maintained by Lessee. Lessee is responsible for ensuring (at Lessee's expense) that the leased premise has the recommended number of smoke detectors and that said detectors are properly installed.

**\*\*PET PROVISION**

Lessee (is / is not) \_\_\_\_\_ allowed to have a pet occupy the property during the term of the lease. If Lessee is allowed to have a pet occupy the property during the term of the lease, then the following will apply:

For and in consideration of an additional security deposit amounting to \$ \_\_\_\_\_ (hereinafter referred to as Pet Deposit) and/or an additional monthly rental fee amounting to \$ \_\_\_\_\_ (hereinafter referred to as Pet Rent), Lessee is allowed to have a total of \_\_\_\_\_ pet(s) occupy the property during the term of the lease namely:

SUBJECT PROPERTY: \_\_\_\_\_ LEASE DATED \_\_\_\_\_

Description of allowed Pet(s):

Type \_\_\_\_\_ Breed \_\_\_\_\_ Weight \_\_\_\_\_ lbs. Sex \_\_\_\_\_ Name \_\_\_\_\_

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Type \_\_\_\_\_ Breed \_\_\_\_\_ Weight \_\_\_\_\_ lbs. Sex \_\_\_\_\_ Name \_\_\_\_\_

However, it is specifically understood that this provision may be cancelled by Lessor giving five (5) days written notice to Lessee should Lessor determine that the pet(s) is/are destructive to the property or grounds or that the pet(s) is/are unduly noisy or is/are disturbing or menacing to any other resident of the apartment/property community or causes any problem due to pet waste on the property or the surrounding neighborhood. Such cancellation of this pet provision shall in no way affect the other terms of the lease agreement between the parties which shall remain in full force and effect as to all its terms and conditions.

Pet(s) shall  / shall not  be left outside unattended.

The individual weight limit for allowed pet(s) is \_\_\_\_\_ lbs. (full grown) and exceeding this weight limitation by any allowed pet will give the Lessor the right to require the Lessee to permanently remove the non-compliant pet(s) from the property.

The Pet Rent (if any) is totally non-refundable to Lessee

A minimum of \$ \_\_\_\_\_ of the Pet Deposit will automatically be forfeited upon move-out for sanitizing the property. Any additional expense to correct damage or problems caused by pet(s) will be deducted from the Pet Deposit and the balance of the Pet Deposit (if any) will be returned to Lessee. Lessee specifically agrees that Lessee's liability and obligation for any damage or problems caused to the property or its grounds by pet(s) is not limited to just the amount of the Pet Deposit but rather to the full amount of any cost to correct any such damage or problems. If Lessee removes the approved pet(s) prior to the expiration of the lease, no portion of the Pet Deposit will be refunded to Lessee until the actual expiration of the lease and then only according to the terms stated herein.

**\*\*LAWN MAINTENANCE:**

The \_\_\_\_\_ is responsible for cutting the grass and edging the lawn frequently enough to maintain a good appearance to the premise. The \_\_\_\_\_ is responsible for weeding & trimming flower beds. The Lessor is responsible for all other lawn maintenance unless stated otherwise herein.

\$ \_\_\_\_\_ shall be added to Lessee's monthly rent if Lessee, in the sole opinion of Lessor, fails to properly perform any lawn maintenance that is the responsibility of Lessee and in such event Lessor shall subsequently assume that lawn maintenance responsibility.

**\*\*NOTICE OF TERMINATION OF LEASE:**

Contrary to what may be stated elsewhere in the lease, if either Lessor or Lessee wants to terminate the lease at the expiration of its term, then that party must give the other party written notice at lease \_\_\_\_\_ days prior to the expiration date of the current lease term.

**ADDITIONAL TERMS AND CONDITIONS:**

*WE DO BUSINESS IN ACCORDANCE WITH ALL FAIR HOUSING LAWS.*

\_\_\_\_\_  
Lessee's Name                      Signature                      Date                      Lessor's Name                      Signature                      Date  
Email / Phone Number \_\_\_\_\_

\_\_\_\_\_  
Lessee's Name                      Signature                      Date                      Lessor's Name                      Signature                      Date  
Email / Phone Number \_\_\_\_\_

**Property Manager's Information (if applicable):**

Property Manager's Signature                      Date

Yes, there is a PROPERTY MANAGER, see their contact information.

PROPERTY is managed by the **OWNER** and their contact information is listed instead.

Property Manager's Name (Printed)                       Owner Manages Property Instead

**Property Manager's Contact Information:**

Property Managers Email / Phone Number

Revised 8/17/17                         
Lessee's Initials

Page 4 of 4                         
Lessor's Initials

