

**PET ADDENDUM**

OWNER, by its agent, ContraVest Management Company, hereby grants permission to \_\_\_\_\_ to keep the below described pet at The Courtney at Bay Pines located at \_\_\_\_\_, Apartment # \_\_\_\_\_, in consideration for paying \_\_\_\_\_ Pet fee (Non-refundable fee) and/or \_\_\_\_\_ Pet rent (non-refundable).

The following are the necessary rules to be observed by pet owners residing at the apartment community.

1. When the pet is acquired, a non-refundable pet fee (per pet) is required to be paid by the resident. Monthly pet rent, as specified by management, will be due as part of rent.
2. Two pets are permitted per apartment ONLY.
3. A photograph of pet, taken by management, will be required and kept on file with lease documentation prior to move-in.
4. Documentation from a veterinarian confirming all required vaccinations are current and up to date will be provided to management on an annual basis, typically at time of renewal.
5. Pet licensure for State, County, or City must be provided to management.
6. In order to keep the grounds clean and sanitary all pets must be taken to the designated areas away from building perimeters and all pet waste must be cleaned up with baggie or poop-scoop immediately.
7. Pet fines of \$25 per violation will be charged to resident account, due as additional rent, for allowing pet(s) to urinate next to any building entry or amenity entry and/or for not immediately properly disposing of pet waste. Repeated violations will result in having pet(s) removed from the premises permanently. Non-payment of fine will result in a late fee which results in delinquent rent, as all payments will be applied to outstanding fees before applied to rent.
8. The pet must be kept on a leash at all times when outside the apartment.
9. Pets are not to be tied or staked outside the apartment. Residents cannot leave the pet on the balcony or patio unattended.
10. Pets are not allowed in the pool or pool area or any other recreational facilities at any time.
11. Only the pet listed below is allowed to be kept on the premises.
12. Any offspring of the pet shall not be kept on the premises past the age of ten (10) weeks.
13. The resident is responsible for ALL damages caused by the pet and agrees to reimburse for all such damages done, to the Property Manager as agent of the owner.
14. The resident agrees that the management has the absolute right to request that a pet be removed permanently from the premises if such pet causes unusual noise and disturbances or unusual damage to the premises or personal property belonging to the premises. Refusal to comply shall constitute a termination of the lease and immediate eviction.
15. The owner shall from time to time have the right to make reasonable changes and additions to the above pet rules, if in writing and distributed to all residents who are permitted to have pets.
16. Residents acknowledge that no other oral or written agreement exists regarding this Pet Agreement. Except for written rule changes pursuant to paragraph 12 hereof, owner's representatives has no authority to modify this Pet Agreement or the Pet Rules.
17. Resident will be charged a fee of \$75.00 should an unauthorized pet be found in the apartment. If the resident elects to keep the pet, the standard pet fee will also be charged at that time and due immediately.
18. If your pet urinates on the carpet in any room, management will replace the carpet and pad throughout. Urine cannot be removed by steam cleaning or deodorizing. Generally, this carpet has a five (5) year life and may depreciate with age. I understand that I will be charged the full replacement cost minus depreciation for each FULL year of carpet age based on Management's inspection. See Carpet Addendum for more details.

**PET DESCRIPTION**                      Pet One    Pet Two     **No Pet at Move-In**

Name of Pet	Pet One	Pet Two
Kind of Animal		
Breed		
Weight of Pet		
Age of Pet		
Color(s) of Pet		
Pet License #		
County of License		

I (We) agree to the above requirements and conditions.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

\_\_\_\_\_  
Dated:

## COMMUNITY RULES & REGULATIONS

Apartment #:

The following Community Policies have been established by Management and are considered an addendum to your Lease Agreement. Failure to comply with these policies may, at the discretion of Management, be grounds for termination of the Lease Agreement.

### **1. COLLECTIONS**

Acceptance by the owner of any installment or payment shall not be deemed a waiver of any remedies. In the event the owner deems necessary to employ a collection agent and/or attorney to enforce payment of any delinquent amount owed by the resident, the resident agrees to pay all collection costs and attorney's fees.

### **2. TRANSFERS**

There is a transfer fee if the resident should want to transfer from one apartment to another during a lease term. The fee is NON-REFUNDABLE and a new lease must be signed. In addition to a transfer fee, each resident will also pay a security deposit and other fees required under the Lease. You may transfer at the end of your lease with no transfer fee. However a new deposit is required and original deposit will be refunded withholding any damage to original apartment.

### **3. PERSONAL PROPERTY INSURANCE**

Insurance coverage maintained by the management does not protect residents from loss of personal property by theft, fire, water, damage, act of God, etc. Each resident is advised to obtain a policy of Homeowner's Insurance protecting your household goods and personal property. First floor waterbeds are allowed subject to Management's prior written approval. Proof of proper flotation insurance is required prior approval, this policy must name the apartment complex as beneficiary and cover any and all damages caused by or related to the waterbed.

### **4. MAINTENANCE REQUESTS**

Maintenance request should be made at the office. Generally, maintenance hours are weekdays from 8:00 a.m. to 5:00 p.m. In case of an after-hours maintenance emergency, call the office and the appropriate staff member will be notified. Emergencies include fire, flood, electrical shortage, sewer backups and HVAC outages during weather extremes.

### **5. LOCKOUTS/LOCKS**

If resident finds it necessary to have authorized personnel unlock apartments after hours you will be charged a fee of \$50.00, payable at time of entry. Resident is prohibited from adding, changing or in any way altering locks installed on the doors of apartment.

### **6. SPEED LIMIT**

Please limit your speed within the apartment community to 10 mph. Please drive carefully and watch out for pedestrians and persons playing.

### **7. PARKING FACILITIES**

All vehicles owned by residents shall be registered at the Management Office. The maximum numbers of vehicles allowed per apartment are as follows: 1 bedroom: 2 vehicles, 2 bedroom: 2 vehicles; 3 bedroom: 3 vehicles. Sufficient parking areas are located near the apartments for residents and their guests. Please do not park on the grass. Boats, trailers and large trucks are prohibited in the automobile parking areas & garages, but may be kept in specified recreational vehicle areas with management written approval. Inoperable vehicles will be towed at the vehicle owner's expense. Automobiles should NOT be repaired on the property. You may wash your car in designated areas only. Local law enforcement and emergency services demands that vehicles NOT be backed into parking space but should be pulled in so license tag is exposed to drive through traffic.

### **8. ENTRANCES, HALLWAYS, PATIOS AND BALCONIES**

To avoid a fire hazard, entries, hallways, common areas and stairwells should be kept clean and uncluttered at all times. Bicycles, tricycles and toys must be kept in the storage rooms. Patios/balconies are not to be used as places of storage. If a dispute arises, it shall be left to the discretion of management as to what constitutes storage. BBQ grill use is mandated by local government and local fire marshal and may not be allowed.

### **9. KITCHEN/BATHROOM EQUIPMENT**

No sweeping, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown in your commode. Do not place metal, string, grease, coffee grounds, nutshells, glass, olive or fruit pits, corn cobs, paper, wire, bones or non-food items in disposal. Resident shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse management for necessary expenses incurred in the repair and/or replacement of such equipment.

### **10. WINDOW TREATMENTS**

Mini-blinds are provided for you through the apartment. You may hang your own drapes provided they have a white backing. Bed linens, towels, tinfoil, reflector film, etc., are not acceptable. No signs or other articles shall be attached to the windows, which are visible from the exterior.

### **11. DISTURBING NOISES**

Your thoughtfulness and consideration of neighbors will be expected and appreciated. Residents are requested to control the volume of stereos, TV's and musical devices within the apartment. Noisy or disorderly conduct, annoying or disturbing other residents will not be permitted. Residents are responsible for their guests.

## 12. PEST CONTROL

The apartments are sprayed on a regular basis. If you have a special problem with pests, notify the office and the exterminators will pay special attention to your apartment on their next visit. Residents are asked to assist our pest control by maintaining a high standard of good housekeeping. If a resident has a pet and it becomes necessary to spray for fleas, resident must pay an additional charge.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

## 13. UTILITIES

Resident agrees to accept full responsibilities for electricity as of . Telephones may only be placed at previously wired locations. Please provide us with your electric account number.

## 14. INTERIOR DECORATING

We ask that you use standard sheet rock hangers or thin nails to hang your pictures, mirrors, etc. Any excessive repairs to the walls or woodwork will be at the resident's expense.

## 15. TRASH

A trash compactor is conveniently located for your use. Please use plastic garbage bags and tie them securely. Place all trash inside the compactor chute. Do not place trash around exterior of compactor at anytime. If this community recycles, PLEASE DO NOT place non-recyclable items in the recycling bins. Flatten all boxes before disposing of them.

## 16. GROUNDS UPKEEP

The community maintains a high degree of ground maintenance. Management requests that you help in maintaining our high standards.

## 17. CHILDREN

Residents with children are asked to supervise the play activities so that they will be safe and will not disturb other residents.

## 18. OCCUPANTS

Only those persons identified on your lease and application are permitted to occupy your apartment. You need to sign a key release at the office in advance if you wish repairmen, deliverymen or visiting relatives to enter your apartment in your absence. We will not be able to accompany anyone to your apartment. Any extended visitors (longer than 2 weeks) need the consent of the owners or his agents.

## 19. PETS

No pet allowed without a signed pet agreement on file, and required pet fees paid in full. Photos of pets may be required to be on file at the Leasing Office.

## 20. PACKAGE DELIVERY RELEASE

Management may accept packages at any time from authorized delivery companies. Resident hereby releases property, management and all affiliated employees of any liability for the acceptance of such packages and will not hold any party responsible for missing or damaged packages or their delivery to my apartment. Pick up of packages must be during office hours only and notification of any deliveries is the sole responsibility of the delivery company.

## RECREATION FACILITIES/AMENITY USE POLICIES

1. NO LIFEGUARD ON DUTY. Persons using the pool & ALL facilities do so at their own risk. Management assumes no responsibility for accidents or injury. Management is not responsible for articles that are lost or stolen. Prior to pool use, all persons must shower and not use excessive oils or lotions which could severely damage pool systems.
2. Resident(s) shall consult a physician before using any equipment or beginning any exercise program. No persons with contagious illness should use facilities including pool.
3. The Pool is to be used between the hours of Dawn and Dusk daily or as determined by management.
4. No persons under the age of 13 will be allowed in ANY recreation facilities area at any time unless supervised by an adult.
5. All recreation facilities are reserved exclusively for use of residents of Property. Each adult resident is permitted maximum of (2) guests while using these facilities unless prior approval by Management is given. Resident MUST accompany all guests at all times. Guest and visitors are not allowed to use the Tanning Studio.
6. No glass may be brought into the ALL facilities including the Pool.
7. Loud music (stereo/radio), boisterous, dangerous or inappropriate behavior and language is not permitted or tolerated.
8. No diving.
9. Residents and guests (including children) are required to be properly attired at all times going to and from and in and around ALL facilities. Determination as to what constitutes proper attire shall be made by a member of Management.
10. Personal belongings including toys, inner tubes, rafts and the like are to be closely guarded and unobtrusive to others.
11. Safety equipment including life rings, ropes and hooks are not to be used except in the case of emergency.
12. Please use proper receptacles for trash and cigarettes.

- 13. No persons thought to be under the influence of alcohol or drugs are permitted in the facilities.
- 14. Management reserves the right to exclude any and all persons from use of the facilities for any reason, including maintenance, repairs or inclement weather.
- 15. Pets (excluding Service Animals) are not allowed in any recreation facilities including the Pool.
- 16. Athletic Center Addendum and Ultraviolet Radiation Addendum MUST be signed for Resident's to utilize these facilities. Guests or visitors are never allowed to use the Tanning Studio.

**GARAGE POLICIES**

If the owners and management of The Courtney at Bay Pines provide/rent you a garage as part of your lease agreement, it is to function as such, and be used solely for vehicle parking. You may store other items in your garage, provided your vehicle can still be parked in the garage.

In addition the owners and management make no claims or warranties either express or implied as to the security of ANY TIME stored in the garage including but not limited to any loss due to fire, flood, theft or workmanship.

It should be noted that the shelving in the garage was not intended to hold item or collective group of items weighing more than 25 lbs. Any items stored on these shelves are stored at the owner's own risk.

I acknowledge that I have read and understand this garage addendum.

These rules are to be strictly observed and will be enforced by the Management. We hope all residents will understand that these rules have been made for their protection, pleasure, and convenience in order that this property may maintain a reputation for refined, quiet and happy living. Please help us to maintain this reputation. The Management reserves the right to make such other reasonable rules and shall, in the judgment of the Management, from time to time become necessary to protect the safety, care and cleanliness of the premises and for the preservation of good order therein.

Thank you for your cooperation in observing these rules and regulations.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:

**ATHLETIC CENTER REVOCABLE LICENSE ADDENDUM**  
**INDEMNIFICATION AND RELEASE OF LIABILITY ADDENDUM**

This lease addendum (the "Addendum") shall become a part of the Residential Apartment Lease (the "lease") for \_\_\_\_\_, Apt \_\_\_\_\_, The Courtney at Bay Pines ("the community"), which lease is dated \_\_\_\_\_, between the Community and \_\_\_\_\_, as Resident(s). The Resident(s) desires to use the Athletic Center in the Community.

In consideration for receiving permission from the Community's Management and Owner to use the Athletic Center, Resident(s) (who must be named a resident(s) under the lease) hereby undertakes, agrees and represents to Management and Owner that:

1. The Resident(s) assumes all responsibility for and all risk of damage or injury that may occur to the Resident(s) while using any of the equipment or participating in any aerobics or exercise class or program in the Athletic Center.
2. Resident(s) shall inspect carefully each piece of equipment prior to use and shall refrain from using and equipment which resident(s) believes is functioning improperly or is damaged or dangerous.
3. Resident(s) shall report to Management immediately any equipment that is not functioning properly, is damaged or appears to be dangerous or in violation of management rules and policies.
4. Resident(s) shall consult a physician before using any equipment in the Athletic Center and before participating in any aerobics or exercise class. Resident(s) will refrain from using such equipment and participating in such class unless Resident(s) Physician has approved such participation.

**Release:** In consideration of being permitted to use the equipment and/or of being accepted as a participant in an exercise class, the Resident(s) releases and discharges Management and Owner from any liability for injury, loss or damage incurred by the Resident(s) presence in the Athletic Center or use of the equipment located therein.

**Indemnity:** Resident(s) hereby indemnifies and holds harmless Management and Owner from any injury, loss, or damaged suffered by Resident(s) in connection with Resident(s) use and Enjoyment of the Athletic Center and equipment located therein. Such indemnification includes any injury, loss or damage that may have been caused in whole or in part by the acts or omissions of Management or Owner, other Resident(s) or their guests, or by other persons who have gained access to the Athletic Center.

The Athletic Center is provided for the Resident's enjoyment and use. The right to such enjoyment and use, however, is a license only and is subject to resident(s) obeying the Managements Rules and Policies pertaining to the Athletic Center. Such license may be revoked, modified or limited at anytime by Management without prior notice to the Resident(s). Resident shall automatically revoke such license upon the expiration or terminations of the Resident(s) Lease or upon a default under such lease. Any breach of this Addendum or the rules promulgated hereunder shall be a material violation of Resident's Lease.

Resident(s) shall comply with the following rules and policies (and any management posted modifications or additions thereto):

1. Resident(s) will keep the Athletic Center locked at all times during residents visit to the Athletic Center.
2. Resident(s) will not admit any individual(s) into the Athletic Center unless such individual(s) has registered with the management office.
3. Persons under the age of 16 (unless posted otherwise on athletic center rules) must be accompanied by a parent or legal guardian (who is a resident of the community).
4. Guests will not be permitted to use the Athletic Center unless accompanied by the resident.
5. No alcoholic beverages are permitted in the Athletic Center.

The Athletic Center is not supervised. If resident(s) is unfamiliar with the use of any equipment, please do not use the equipment until proper instruction on such use has been obtained.

I have read and understand the above Indemnifications and Release as well as the Rules and Regulations.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:



The Courtney at Bay Pines

### ENTRY ACCESS ADDENDUM

Resident Name:

Apartment #:

Number of <b>Cards</b> received: <u>0</u> Serial Number(s):	1	_____
Initial card fees (non-refundable) at \$25.00 each at move in only.	2	_____
	3	_____
	4	_____
Lost, damaged, or additional cards are replaceable at \$25.00 each.	5	_____
*Note: Total number of cards is limited to number of lease holders.	6	_____
	7	_____

Total cost of cards: \$ .00

Number of <b>Remotes</b> received: <u>0</u> Serial Number(s):	1	_____
Initial remote fees (non-refundable) at \$50.00 each at move in only.	2	_____
	3	_____
	4	_____
Lost, damaged, or additional remotes are replaceable at \$50.00 each.	5	_____
*Note: Total number of remotes is limited to number of lease holders.	6	_____
	7	_____

Total cost of remotes: \$ .00

The undersigned resident(s) acknowledge receiving the number of cards/remotes indicated above and agree to the following:

1. Only those occupants listed on the lease agreement of legal driving age will be issued a gate card or gate remote.
2. Pay garage remote charge of 50.00 for each remote lost or not returned upon vacating the apartments.
3. Provide management with current name, address, and telephone number in order to program your access.
4. The Courtney at Bay Pines is not responsible for any damages caused to vehicle(s) should community have or obtain traffic controlling entry and exit gates.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:

## **MOLD & MILDEW ADDENDUM**

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN The Courtney at Bay Pines (OWNER OR AGENT) AND (RESIDENTS) FOR THE PREMISES LOCATED AT , .

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic relations. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** Resident(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. The Courtney at Bay Pines RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

### RESIDENT(S) AGREE TO

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- DO NOT DRY CLOTHES BY HANG DRYING INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS WITHIN BATH WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS IF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

### RESIDENT(S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES

- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tiles, Formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Resident agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** Owner or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other persons and/or RESIDENT(S)' actions or inactions are causing a condition which is conducive to mold growth.

**REVIEWS:** RESIDENT(S) agrees that Owner or agent may conduct reviews of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF RESIDENT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Resident(s)' failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against RESIDENT(S) at law or in equity and RESIDENT(S) shall be liable to Owner for damages sustained to the Lease Premises. RESIDENT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of RESIDENT(S) failure to comply with the terms of this Addendum.

**HOLD HARMLESS:** If the premises are or were managed by an agent of the Owner, RESIDENT(S) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE RESIDENT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:





The Courtney at Bay Pines

**CARPET ADDENDUM**

I, \_\_\_, understand that the carpet in my apartment was installed on \_\_\_\_\_. This carpet has a life expectancy of five (5) years. I understand the any pet/human urine on this carpet will irreversibly damage the carpet, pad and sub-floor, resulting in full replacement of carpet/pad and treatment of subfloor. This carpet will be inspected at time of move out (Monday-Friday) at which time I may be present. I understand that though the urine may not be visible on the surface of the carpet, that during the inspection, carpet will be pulled back for an inspection of the backing, which accurately displays any sign of urine damage. In some cases a black light may be used for urine detection.

As the resident of apartment #\_\_\_, I understand that I will be held accountable for additional damages to carpet/pad caused by and not limited to: stains, bleach spots, rust, frays, tears, wax, burns and odors. I understand the ContraVest Management Company, in order to maintain the highest standard and consistency in the property value and upkeep, will not patch carpet. In addition we will not replace just one room as die lots cannot be matched. I understand that stains and odors that cannot be removed by a professional carpet cleaning company will result in full carpet replacement.

I understand that this carpet has a five (5) year life expectancy and will depreciate with age. If I am charged for full carpet replacement, my carpet will be depreciated based on the install date stated above. ContraVest will take the full replacement cost divided by the five (5) year expectancy and calculate balance owed from that formula.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:

**DRUG-FREE HOUSING ADDENDUM**

In Consideration of the execution or renewal of lease of the dwelling unit identified in the lease, Owner and Resident agree to the following:

1. Resident, any member of the resident's household, or guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity on, near or within sight of the premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act 21 USC802).
2. Resident, any member of the resident's household, or guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on, near or within the premises.
3. Resident or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. Resident or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on, near or within the premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on, near or within the premises.
6. Violation of the above provisions shall be material violation of the lease agreement and good cause for immediate termination of residency. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provision of this addendum shall govern.
8. This lease addendum is incorporated into the lease into the lease executed or renewed this day between Owner or Owner's Agent and Resident.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:

**UTILITY & SERVICE ADDENDUM**

This Utility and Services Addendum shall become part of the Apartment Rental/Lease Agreement dated \_\_\_\_\_ between \_\_\_\_\_ and The Courtney at Bay Pines for # \_\_\_\_\_. This Utility Addendum is in affect for the entire length of the lease period. Resident is responsible for payment of utility and service bills, including charges for usage, deposits, and any other charges, taxes, fees, administrative fees or costs associated with the utility services or billing. The method of metering or otherwise allocating the payment of utility services and costs is indicated below:

Item:	Allocation:	Payment due to:	Account # (if applicable):	Date Transferred:	Authorization # / Verified by (Utility Agent):
Water	Individually Submetered	Oates			
Sewer	Individually Submetered	Oates			
Trash	Flat Rate: \$25.00	Oates			
n/a	Flat Rate	Oates			
Electric	Individually Submetered	Duke Energy			
Gas	N/A				

Resident will be charged for the full period of time that you are living in, occupying, or responsible for the payment of rent and utility or service charges on the apartment. If you breach the Lease, you will be responsible for utility and service charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utilities and services (within 10 days of possession), we may charge you for any utilities and services billed to us with respect to your apartment and may charge reasonable administration fees for billing you for such utilities and services.

Lessor is not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utilities or any other services provided to the apartment. You release us from any and all such claims and waive any claims or reduction of rent or diminished rental value of the apartment due to such outages, interruptions or fluctuations.

When lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, when payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:

**If Applicable: Trash Entered into Utility Company on:**  
**If Applicable: Water Entered into Utility Company on:**

**All utility transfers verified by:**



The Courtney at Bay Pines

**INTRUSION ALARM ADDENDUM**

This lease addendum shall become part of the Residential Apartment Lease for the \_\_\_\_\_, \_\_\_\_\_, The Courtney at Bay Pines which is dated \_\_\_\_\_, between The Courtney at Bay Pines and \_\_\_\_\_.

If this box is checked, The Courtney at Bay Pines does NOT provide an intrusion alarm. If you choose to install your own alarm, this addendum applies.

Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone.

Your use of the alarm system is optional. You are responsible for all permit costs, false alarm charges and any additional fees associated with the intrusion alarm including the option to have it monitored through a monitoring service.

You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions may be provided to you when you move in.

You will have to make arrangements with an independent alarm company to activate and maintain a monitored alarm system. You may choose your own alarm company.

Upon activation of the alarm system, you must immediately provide management with your security code and any special alarm instructions for lawful entry into the dwelling when no one is there, as authorized in the right of entry paragraph of your Apartment Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

If the intrusion alarm malfunctions, you agree to contact us immediately for repair. Any cost for repairs may be paid by you.

We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property including loss by theft.

Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. We are not required to answer an alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

We have made no promises or representations regarding the alarm system except those in this addendum.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:

## SATELLITE DISH & ANTENNA ADDENDUM

Under the federal communications commission (FCC), you as a resident have a limited right to install a satellite dish or receiving antenna within the leased premises. We as the rental-housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow:

1. **Number and Size.** You may install only one satellite dish or antenna within the premises that are leased to you for your exclusive use. A satellite dish may not exceed 39 inches in diameter. An antenna or dish may receive but not transmit signals.
2. **Location:** Location of the satellite dish or antenna is limited to (1) inside your dwelling, or (2) in an area outside your dwelling such as a balcony or patio, of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior walls, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical or horizontal space that is leased to you for your exclusive use.
3. **Safety and non-interference:** Your installation: (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone, or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a slab of concrete; (2) clamping it to part of the building's exterior that lies within your leased premises (such as the balcony or patio railing); (3) any other method approved by us. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
4. **gnal transmission from exterior dish or antenna to interior of dwelling.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your living area (on a balcony or patio of which you have exclusive use under your lease), signals received by your satellite dish or antenna may be transmitted to the interior of your dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with the proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connected cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window without drilling a hole through the window; (4) wireless transmission of the signal to a device inside the dwelling; or (5) any other method approved by us.
5. **Workmanship.** For safety purposes, you must obtain our approval of (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. Installation must be done by a qualified person or company that has worker's compensation insurance and adequate public liability insurance. Our approval will not be unreasonably withheld. You must obtain any permits required by the city for the installation and comply with any applicable city ordinances.
6. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish or antenna and all related equipment. We may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.
7. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish or antenna or related equipment.
8. **Liability insurance and indemnity.** You are fully responsible for the satellite dish or antenna and related equipment. Prior to installation, you must provide us with evidence of liability insurance to protect us against claims of personal injury or property damage to others, related to your satellite dish, antenna or related equipment. The insurance coverage must be no less than \$25,000. (Which is an amount reasonably determined by us to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. You agree to defend, indemnify and hold us harmless from the above claims by others.
9. **Deposit increase.** A security deposit increase (in connection with having a satellite dish or antenna) may be required by us only if, at the time you signed or renewed your lease, the lease or our rules required you to sign an addendum like this as a condition for having a satellite dish or antenna or related equipment. If that is the case, your security deposit is increased by an additional sum of \$300.00. To help protect us against possible repair costs, damages, or any failure to remove the satellite dish or antenna or related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the premises.
10. **When you may begin installation.** You may start installation of your satellite dish or antenna only after you have: (1) signed this addendum; (2) provided us with written evidence of liability insurance referred to in paragraph 8 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 9; and (4) received our written approval of the installation materials and the person or company who will do the installation.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:

**Satellite Deposit Paid:**

**No Satellite at Move In**



The Courtney at Bay Pines

**MAINTENANCE CHARGES**

**Cleaning Charges**

Furniture Removal	\$100.00 per item
Cleaning of Apartment	Cost + Labor
Vacuum Apartment	\$20.00
Trash Removal	\$25.00
Trash Removal - garage	\$25.00
Clean Light Fixtures	\$5.00 each
Clean Ceiling Fans	\$10.00 each
Clean Range or Oven	\$25.00
Clean Bathroom Floor	\$10.00
Clean Tub or Shower	\$10.00
Clean Bathroom Tile	\$10.00
Clean Toilet	\$15.00
Clean Refrigerator	\$20.00
Remove Food From Refrigerator	\$25.00
Clean Kitchen Floor	\$10.00
Clean Microwave	\$10.00
Clean Sink	\$5.00
Clean Counters	\$5.00
Clean Cabinets	\$5.00 each

**Flooring**

Cleaning, other than normal wear	Cost + labor
Carpet Repair/Replace/Sealing	Cost + labor
Patio Clean/Repair/Replace	Cost + labor
Tile/Vinyl Flooring	Cost + labor

**Appliance Repair**

Oven Heating Elements	\$20.00
Range Heating Elements	\$20.00
Drip Pan (each)	\$12.50
Control Knobs	\$5.00
Broiler Pan	\$25.00
Oven Racks	\$35.00
Oven Door or Vent Hood	Cost + labor
Light Bulb Cover Vent Hood	\$12.50
Refrigerator Racks	\$20.00
Chiller Drawers	\$20.00
Vegetable Bins	\$15.00
Refrigerator Hydrator	\$15.00
Refrigerator Supports	\$10.00
Butter Door Rack	\$10.00
Butter Dish	\$10.00
Refrigerator Thermostat Control	\$25.00
Refrigerator Bottom Molding	\$20.00
Icemaker	\$75.00

**Appliance Replacement**

Range, Refrigerator, Microwave	Cost + labor
Garbage Disposal	Cost + labor
Dishwasher, Washing Machine, Dryer	Cost + labor

**Miscellaneous**

Sheetrock repair under 2 sq ft	\$65.00
Sheetrock repair over 2 sq ft	Cost + labor
Fireplace Repair	Cost + labor
Fire Extinguisher Replacement	\$75.00

Charges for repairs of an unusual nature will be actual cost of material, supplies and labor to repair such damages. All listed charges are estimated costs. The actual cost could exceed listed charge depending on amount of damage. Some items may not be present in the apartment home.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

Dated:

**MOVE IN REVIEW LIST**

Resident's Name: \_\_\_\_\_  
 Bldg. #: \_\_\_\_\_ Apartment # \_\_\_\_\_

**MOVE-IN REVIEW** Date: \_\_\_\_\_

The Resident accepts responsibility for the condition of the above described apartment "AS IS" with any exceptions listed below.

**MOVE-OUT REVIEW** Date: \_\_\_\_\_

The following review reveals any damages/ cleaning expenses that are to be deducted from Resident's security deposit.

**ITEMS** \_\_\_\_\_ **CONDITION** \_\_\_\_\_

**CONDITION** \_\_\_\_\_

**LIVING ROOM**

Walls \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Carpet \_\_\_\_\_  
 Windows/ Blinds \_\_\_\_\_  
 Doors \_\_\_\_\_  
 Smoke Detectors \_\_\_\_\_

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

**KITCHEN**

Walls \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Floor \_\_\_\_\_  
 Cabinets \_\_\_\_\_  
 Counter \_\_\_\_\_  
 Range \_\_\_\_\_  
 Refrigerator \_\_\_\_\_  
 Dishwasher \_\_\_\_\_  
 Disposal \_\_\_\_\_  
 Vent Hood \_\_\_\_\_  
 Other \_\_\_\_\_

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**UTILITY ROOM**

Walls \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Floor \_\_\_\_\_  
 Washer/ Dryer \_\_\_\_\_  
 Fire Extinguisher Present  YES  NO

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Fire Extinguisher Present  YES  NO

**MASTER BEDROOM**

Walls \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Carpet \_\_\_\_\_  
 Windows/ Blinds \_\_\_\_\_  
 Doors \_\_\_\_\_

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

**BEDROOM #2**

Walls \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Carpet \_\_\_\_\_  
 Windows/ Blinds \_\_\_\_\_  
 Doors \_\_\_\_\_

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

**BEDROOM #3**

Walls \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Carpet \_\_\_\_\_  
 Windows/ Blinds \_\_\_\_\_  
 Doors \_\_\_\_\_

\_\_\_\_\_  
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**MASTER BATH**

Walls \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Floor \_\_\_\_\_  
 Cabinets \_\_\_\_\_  
 Counter \_\_\_\_\_  
 Fixtures \_\_\_\_\_  
 Tub \_\_\_\_\_

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**BATH #2**

Walls \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Floor \_\_\_\_\_  
 Cabinets \_\_\_\_\_  
 Counter \_\_\_\_\_  
 Fixtures \_\_\_\_\_  
 Tub \_\_\_\_\_

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**PATIO/ BALCONY**

NOTICE: The Resident shall be responsible for the condition of this apartment "AS IS" Date Vacated: \_\_\_\_\_

And any damage beyond normal wear and tear will be paid for at the Resident's expense. All Keys Returned? Apt: \_\_\_\_\_ / Mail: \_\_\_\_\_

**MUST BE RETURNED WITHIN 72 HOURS OF MOVE IN** Forwarding \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Owner's Representative \_\_\_\_\_

Owner's Representative \_\_\_\_\_



**The Courtney at Bay Pines  
GARAGE ADDENDUM**

<b>Resident:</b>	_____	<b>Apartment #:</b>	_____
<b>Remote Control Fee:</b>	<u>\$50.00</u>	<b>Garage #:</b>	_____
<b>Lease Date:</b>	_____		
<b>Market GAR Rate:</b>	_____		
<b>Starting Date:</b>	_____	<b>Ending Date:</b>	_____

(note/comment: \_\_\_\_\_)

**LEASES:** The garage shall be part of the premises under the Lease and Resident use thereof shall be subject to all of the terms and conditions of this addendum. The terms of this addendum shall control in the event of any conflict with the provisions of the lease. Garage rent must be paid on the 1<sup>st</sup> of each month as additional rent. Late fees will apply as per lease agreement.

**REMOTE CONTROL FEES (NON REFUNDABLE):** \$50.00 per remote control device at time of garage rental. Lost, damaged, or additional remotes fees will be \$50.00 each.

**USE:** The garage shall be used for the purpose of parking residents' automobile(s). Resident shall not store any welding, flammable, chemical, odorous, explosive, or other inherently dangerous materials in the garage. Resident shall not operate any electrical appliance or equipment in the garage other than the garage door opener.

**NON-LIABILITY OF OWNER AND INSURANCE OBLIGATIONS OF RESIDENTS:** All property stored within or on the garage or located at the garage shall be at the resident's sole risk. And therefore resident must obtain any insurance desired at his own expense. Owner strongly recommends that resident secure his own insurance to protect himself and his property against all perils of whatsoever nature. Owner shall not be liable to resident or resident guests, family, employees, agents, or servants for any personal injuries or property damage, or loss from theft, vandalism, fire, smoke, water, hurricane, rain, tornado, explosion, act of God or any other cause whatsoever, unless the same is due to the willful acts of gross negligence owner, its agents, servants, or employees. Resident acknowledges that owner does not take care, custody, control, possession, or domination over the contents in, on, or at the garage and that owner does not agree to provide protection for the garage or the contents thereof. Resident must take whatever steps he does necessary to safeguard what is at the garage or in the garage.

**RESIDENTS INDEMNITY OBLIGATION:** Resident hereby agrees to indemnify and hold harmless owner from and against any and all and any manner of claims for damages or loss to property of personal injury and costs including attorney's fees arising from residents use of the garage, or from any activity, work or thing done, permitted or suffered by resident in, on or about garage.

**WHEN OWNER MAY ENTER:** If resident or resident's guest or occupant is present, then repairman, serviceman or owners representatives may enter at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of the lease) entry may also be required for showing to government inspectors, fire marshals, lenders, appraisers, prospective purchasers or insurance agencies. Written notice of such entry will always be left in the garage immediately thereafter.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent for Owner

\_\_\_\_\_  
Resident

Dated: \_\_\_\_\_

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident





The Courtney at Bay Pines
STORAGE ADDENDUM TO APARTMENT LEASE CONTRACT

Resident: \_\_\_\_\_
Lease Date: \_\_\_\_\_ Apartment #: \_\_\_\_\_
Storage Deposit: \_\_\_\_\_ Storage #: \_\_\_\_\_
Actual Storage Rate: \_\_\_\_\_
Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_
(Note: )

Leases: The storage will be part of the premises under the Lease and Resident use thereof will be subject to all of the terms and conditions of this addendum. The terms of this addendum will control in the event of any conflict with the provisions of the lease.

Use: Resident will not allow the Storage to be used for a business or commercial purpose, or for any purpose other than as a private storage. Resident will not store, keep or handle any welding, flammable, chemical, odorous, explosive, or other inherently dangerous materials in the storage.

Locks/Alterations/Improvements: No other locks or other security devices may be added to the Storage without written consent from the Owner and resident provides the Owner with a copy of the key or keys or the combination or disabling code for the additional lock or device. Resident hereby agrees to pay for any and all costs of the removal and repairs. No improvements or alterations will be made without written consent from the Owner. Resident agrees to protect the walls of the storage and not to place any nails, screws, or hooks upon the doors, floors, and walls.

Non-Liability of Owner and Insurance Obligations of Residents: All property stored within the storage will be at the resident's sole risk. The Resident must obtain any insurance desired at his own expense. Owner strongly recommends that resident secure his own insurance to protect himself and his property against all perils of nature. Owner will not be liable to resident, resident guests, family, employees, agents, or servants for any personal injuries or property damage, or loss of theft, vandalism, fire, smoke, water, hurricane, rain, tornado, explosion, act of God or any other cause whatsoever, unless the same is due to the willful acts of gross negligence of owner, its agents, servants, or employees. Resident acknowledges that owner does not take care, custody, control, possession, or domination over the contents in, on or at the storage and that owner does not agree to provide protection for the storage or the contents thereof.

Abandoned Items: Any stored items will be deemed abandoned if not removed within ten (10) days after termination of Resident's occupancy of the storage described in this lease. Upon such abandonment, Owner may remove all personal or real property therein and sell it at public sale and the proceeds from the sale may be applied to the expense for removal, notice and advertisement of sale and for the lost rental revenues.

Resident \_\_\_\_\_ Agent for Owner \_\_\_\_\_

Resident \_\_\_\_\_ Dated: \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

