

9. Term of Lease and Renewal

The initial Term of the Lease shall be at least one year and shall thereafter automatically be renewed on a month-to-month basis.

10. Security Deposit

The amount of the unused balance of the Security Deposit (and/or Pet Deposit) must be refunded to the Lessee as required by State/Local law.

12. Monthly Rent

The Monthly Rent in Section 5 on the front of this lease is the entire payment due for the dwelling and lot rental unless otherwise specifically noted in Section 8 on the front of this Lease.

13. Maintenance and Services

The Lessor shall maintain the dwelling unit, equipment, Lessor furnished appliances, common areas and facilities including the provision of all the services, maintenance and utilities set forth in the Lease. Maintenance with respect to common areas, facilities and equipment shall include, but is not limited to, cleaning, maintenance of lighting and equipment, maintenance of grounds, lawns, shrubs, and removal of snow and ice. Additional provisions are recorded in Section 8 on the front of this lease. The Lessor shall respond in a reasonable time to requests by the Lessee for unit maintenance services.

14. Lessee's Obligations:

- (a) **Rent** - the Lessee shall pay Rent to the Lessor by mailing or hand delivering to the address specified by the Lessor.
- (b) **Occupancy of the Unit** – The Lessee agrees neither to assign this Lease, nor to sublet or transfer possession of the premises, nor to give accommodation to boarders or lodgers without the written consent of the Lessor. The Lessee further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the Lessee and the Lessee's family. This provision does not apply to reasonable accommodation of Lessee's guests or visitors whose stay is less than thirty (30) days. The Lessee may only use the unit for legal, profit making activities if such activities do not detract from the principle use of the unit as a residence and receive advanced approval from the Lessor.
- (c) **Damages** - The Lessee shall keep the dwelling unit in a clean and sanitary condition and on termination of this Lease surrender the dwelling unit to the Lessor in as good condition as it is on the beginning date of this Lease. Reasonable wear and tear and damage by the elements is excepted. The Lessee shall immediately notify the Lessor of any defects, dilapidation, or dangerous conditions. The Lessee will be responsible for damages to the unit and premises, other than normal wear and tear, that are caused by any member of the Lessee's family, guests of the Lessee, and persons under the Lessee's control. The repair of Lessee-caused damages must be made by the family, but only in accordance with the Lessor's specifications and with prior Lessor approval.
- (d) **Noise** - Lessee agrees not to allow any excessive noise or other activity on the premises that materially disturbs the peace and quiet of other Lessees in the building. Lessor agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing the Lessee's peace and quiet.
- (e) **Inspection of the Unit** - The Lessor or agent may enter the dwelling unit for repair, inspections, pest treatment, emergency, to exhibit the unit to prospective purchasers, mortgagees, tenants and workmen, when the Lessee has abandoned the unit, pursuant to a court order or in case of emergency. The Lessee shall not unreasonably withhold consent to the Lessor to enter for such purposes. The Lessor shall, except in an emergency such as a fire, give the Lessee at least a 24-hour notice of the intent to enter, and may only then enter during reasonable business hours. If an emergency occurs, the Lessor shall notify the Lessee in writing of the date, time, purpose and results of such entry within 2 days.

15. Lease Termination after the initial term

The Lease may be terminated by the Lessee by providing the Lessor a thirty (30) calendar day written notice. The Lease may be terminated by the Lessor by providing the Lessee a thirty (30) calendar day written notice.

16. Late Payment of Rent and Returned Check Charges

If the Lessee does not pay the full amount of the rent by the end of the 5th day of the month, the Lessor may at his/her option, terminate the Rental Agreement without further notice, and proceed to the magistrate to start legal proceedings to recover possession and damages. The Lessor may collect a fee of \$10 on the 6th day of the month for unpaid rent. The Lessor may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent. The Lessor may collect a fee if a check is not honored (bounces) in accordance with State/Local law. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Lessee.

17. The HUD Section 8 Housing Choice Voucher program also requires a Tenancy Addendum (HUD-52641-A). This addendum supersedes this lease and any amendments.