



PREMISES AND COMMON AREA REGULATIONS

- A) **USE OF PREMISES.** The Premises shall include the individual Unit Rented and the Common Area that is outside of any Unit but limited to Owner's property. Use by Tenant of the Premises shall be governed by and subject to Premises and Common Area Regulations.
- 1) The Common Area shall not be obstructed in any way nor shall it be used for purposes other than for which it is reasonably and obviously intended. No businesses to be conducted from property.
 - 2) No obnoxious, immoral, improper, unlawful or offensive activity shall be allowed on the Premises, nor shall any unreasonably noisy activity be allowed on the Premises.
 - 3) No waste shall be committed in any Unit or Common Area. Refuse shall be placed in a proper container.
 - 4) No Renter shall use, or permit any occupant, agent, employee, guest, or member of his or her family to use any firearms, air rifles, bows and arrows, knives, explosives, fireworks or other similar dangerous weapons, projectiles or devices anywhere on or about the Premises or Common Area.
 - 5) Reasonable accommodations in the rules, and practices of Owner and Managers will be made as required by the Federal Fair Housing Act and other applicable laws to accommodate handicapped persons.
 - 6) Tenant shall maintain the Premises in a clean and sanitary condition and surrender the Premises at the termination of this Rental Agreement in as good a condition as when received.
 - 7) **Renter agrees to be responsible for any damage** caused to the Premises by him or her or by his or her family members, guests, or invitees. Renter further agrees to promptly report to Manager any damage caused to or discovered in or on the Premises. Manager, at his option may, upon discovery of damage to the Premises, make such repairs as are necessary to restore the Premises to their original condition. Renter shall reimburse the Manager for the total cost of any such repairs for which he or she is responsible under this Rental Agreement. **Notice: Anyone causing intentional damage or malicious destruction of Owner's property will be prosecuted to the fullest extent of the law.**
 - 8) All requirements and restrictions placed on Renter shall apply to all occupants and their guests and invitees. Each Renter shall be responsible to require all guest(s) or Additional Renter residing in his or her Unit to comply with the requirements and restrictions contained in these Regulations.
 - 9) Any unlawful act that results in conviction of any Renter or occupant shall be cause for cancellation of this Rental Agreement at Manager's discretion without prejudice.
 - 10) Manager and Renter each release the other, including employees, agents, family members, invitees, and guests of the other, from all liability arising from loss, damage or injury caused by fire or other casualty, to the extent of any recovery by the injured party under a policy of insurance which permits waiver of liability and waives the insurer's rights of subrogation.

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- B) INSPECTION.** Manager, or his or her agent, shall have the right to enter the Premises at any reasonable time with reasonable notice for the purpose of inspecting the Premises, or for the purpose of making necessary repairs. In the event of an emergency, Manager shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency.
- C) INDEMNIFICATION.** Owner or Manager shall not be liable for any damage or injury occurring on or about the Premises to Renter, his or her family members, guests or invitees, or to any personal property whatsoever that may be on the Premises, except in the case of Owner or Manager's failure to perform, or negligent performance of, a duty imposed by law. Renter agrees to protect, indemnify and hold Owner and Manager harmless from and against any and all loss, cost, expense, damage or liability arising out of any accident or other occurrence on the Premises or any party of them, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Owner or Manager's failure to perform or negligent performance of a duty imposed by law.
- D) DEFAULT.** Neither party to this Rental Agreement shall be liable for legal costs or attorneys' fees incurred by the other in connection with a dispute arising under this Rental Agreement except to the extent that such costs or fees are specifically permitted by law.
- E) WAIVER.** Owner or Manager's failure to enforce any term of this Rental Agreement shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner or Manager's right to the full amount of it.
- F) HOLDING OVER.** Any holding over after the expiration of the term of this Rental Agreement, if done with the consent of the Manager, shall be construed as a day to day tenancy, which shall be governed by all applicable terms of this Rental Agreement. Any holding over after the expiration of the term of this Rental Agreement, if done without the consent of the Manager, shall be construed as a default in this Rental Agreement. During the period of any such un-permitted holdover, Renter shall continue to comply with all applicable terms of this Rental Agreement, and in addition to any other remedies Manager may have, Renter shall pay rent equal to twice the amount stated above.
- G) ZERO TOLERANCE.** Owner and Manager maintain a "Zero Tolerance Policy" for illegal activity on the premises. Any illegal activity on the Premises shall be cause for immediate cancellation of this Rental Agreement.

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