

**BRIGS, LLC**  
**Addendum to RHA Standard Form Apartment Lease**  
**Version I**  
**(Fixed Term)**

1. Lessor requires that Lessee obtain rental insurance for personal property and personal liability prior to move in.
  - a. In the event that the Lessee is found to have caused a fire or flood to the property due to the Lessee's own negligence, then the Lessee agrees to pay for the insurance deductible for the building insurance.
2. The Apartment Condition Statement must be returned within fifteen days of initial occupancy, otherwise, the unit is deemed to be in excellent condition with no defects.
3. The Lessee recognizes that the apartment is being delivered in "as is" condition and that no repairs or improvements have been represented by the broker or property manager. Any changes to this provision need be in writing, signed by both parties.
4. No utilities are included with the rent unless otherwise specified on the Lease contract.
5. Lessee may not use fireplace without written consent from Lessor.
6. It is the responsibility of the Lessee to ensure that all checks have been received by BRIGS cleared their unit's account.
7. Rent is due on the first day of every month. Should the Lessee fail to pay the rent by the 30<sup>th</sup> business day of the month then a Fourteen Day Notice-to-Quit will be issued at the Lessee's expense. The cost of the Fourteen Day Notice is **one hundred and fifty (\$150.00) dollars per notice** per unit. Failure to pay said costs shall be considered a breach of the Lease contract. Rent must be paid in full to avoid a 14 Day Notice-to-Quit.
8. If a rodent or insect infestation results from Lessee's lifestyle and living conditions, extermination charges will be levied to the Lessee. Lessee is required to prepare for any and all scheduled exterminations. If the Lessee fails to properly prepare for extermination the cost of the extermination will be levied to the tenant.
9. The Lessee must cover 60% of the unit floors with area rugs for protection of the floors and to insulate the noise from the unit below.
10. Lessee acknowledges that they will be moving into an apartment that will be occupied until the day of move-in and that all necessary cleaning or maintenance work will be done after the move-in date.
11. For all September 1<sup>st</sup> Lessees: Lessee recognizes that September 1<sup>st</sup> is the busiest time of the rental year; it is therefore possible that the prior Lessee does not vacate in a timely manner and may leave the apartment in disarray. Lessee therefore acknowledges that Lessor will get to the unit as soon as possible to get all cleaning done. Painting may be done in the days to follow. Lessee agrees that if upon moving into the unit he or she discovers that the premises are not clean to his reasonable satisfaction and chooses to clean unit himself, it shall be done at their own expense.

12. It is not a condition of the lease that the apartment be painted.
13. Lessor is not responsible for cable connections, phone jacks, phone service, or cable service.
14. No candles of any kind are permitted on the premises.
  - a. Gas or charcoal grills are not allowed in any area of the building. Gas and charcoal grills are restricted to grade level at least 10 feet from the building.
15. The Lessee is responsible for properly bagging and removing trash from individual units on the appropriate trash days. Any and all fines accrued from failing to abide by Local and City Sanitation Statutes will be levied to the Lessee. Any garbage found improperly disposed of will be charged back to the tenant at \$50 per bag.
16. Lessee is responsible for replacement of light bulbs in unit.
17. Installation of air conditioners in units is not permitted unless the Lessee has received prior written permission from the Lessor. All air conditioning units must be supported by safety brackets. If your unit does not have the necessary brackets please contact the office for the installation. Portable air conditioners are not permitted.
18. If Lessee places maintenance request, entry notice is hereby waived. If maintenance is turned away at time of service, a fee of \$50.00 will be billed back to tenant.
19. The Lessee shall pay the Lessor the following additional charges:
  - a. A Security Deposit equal to one month's rent which will be returned to the Lessee within **thirty (30) days after the termination of this Lease or upon the Lessee's vacating the premises completely**, together with all of his possessions, whichever shall last occur, after deducting any unpaid rent or other charges due and reasonable amount necessary to repair any damage(s) caused to the premises by the Lessee or any person under the Lessee's consent, reasonable wear and tear excluded.  
***THIS DEPOSIT IS NOT TO BE CONSIDERED PRE-PAID RENT.***
  - b. A one hundred (\$100.00) dollar charge for each lost, stolen, or misplaced set of keys.
  - c. A charge of two hundred fifty (\$250.00) dollars per lock for any building or apartment lock change that has been (a) requested by the Lessee; or (b) required due to negligence, theft, or wrongful acts of the Lessee. This fee must be paid in advance.
  - d. A one hundred (\$100.00) dollar service fee for any lock-out requiring the assistance of Lessor's personnel. This fee must be paid at the time of service and proper identification required.
  - e. **Lease Break:** In the event the Lessee terminates the Lease early, a fee equal to one-half of one month's rent **will** be charged in addition to a rental commission, if applicable, and liquidated damages, if applicable, or any damages or costs related to the re-rental.
  - f. A sixty (\$60.00) dollar service fee will be charged for each check submitted to the Lessor which is returned or unpaid.
  - g. Constable fees for service required as a result of the Lessee's default under this Lease will be charged to Lessee.

h. Lessee agrees to pay all costs and expenses, including reasonable attorney's fees for the collection and enforcement of this Lease.

20. Lessor will provide written notice of their intention to renew on or about February 1, of each year. Lessee will provide written notice of his intention to renew and will finalize at least one hundred eighty (180) days prior to the Lease expiration date. If no notice is received, BRIGS will automatically place your apartment on the market for rental. If a new lease is not signed and completed by March 1, for a September 1 renewal, the unit will automatically be placed back on the market.

a. If payment issues arise on Lessees' behalf, between the time of new lease offer and effective lease start date, offer of new lease is null and void.

21. Any unpaid balance, including rent, damages, court costs, and interest due BRIGS affect your credit (and your guarantor if applicable), as it will be reported to a credit bureau, given to a collection agency, and possibly involve legal action.

22. The apartment must be cleaned at the Lessee's expense, prior to their departure. Failure to clean the unit and remove all trash will result in a minimum fee of three hundred fifty (\$350.00) dollars.

23. The Lessee's failure to abide by the Lessor's obligations and covenants contained herein or to make the payments of additional charges, if applicable, within ten (10) days after the Lessor gives the Lessee notice thereof, shall be in default under the Lease.

24. Lessee must provide a forwarding address in writing prior to the lease expiration. If no forwarding address is provided Lessor will send all correspondence to the last known address. If a forwarding address is not provided prior to departure or the address is changed prior to the check arriving, Lessor will charge a \$50.00 fee per check to stop payment and re-issue any security deposit checks.

25. Lessee agrees to BRIGS fee schedule.

26. Each roommate acknowledges that he/she has personally met with BRIGS and has reviewed each section of Lease and Addendum clause by clause.

27. IF THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING—NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT

OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT);"

I hereby acknowledge that I have read this Amendment to RHA Standard Form Apartment Lease and agree to the terms and conditions set forth herein.

LESSEE:

Please sign and date each Lessee's name below

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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Date

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Signature

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Date

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Signature

\_\_\_\_\_  
Date

LESSOR, BY its AGENT  
BRIGS

\_\_\_\_\_  
Signature