



Rental Agreement and Lease

THIS LEASE ("Lease") is made and entered into on \_\_\_\_\_ by and between The Pointe at SIU Developers, LLC., d/b/a THE POINTE AT SIU (hereafter referred to as the "Landlord") and \_\_\_\_\_ (hereafter referred to as "Resident").

1. DESCRIPTION OF PREMISES: The Landlord hereby leases to the Resident and the Resident hereby leases from the Landlord a bedroom in a \_\_\_\_\_ bedroom furnished apartment, at The Pointe at SIU located at 900 E. Park St. Carbondale, Illinois (the "Property"). Landlord will identify the unit and bedroom numbers prior to Resident's move-in date. The apartment units at the Property consist of two and three bedroom furnished units with each bedroom having its own private bath, while sharing use and occupancy of common areas including an equipped kitchen, living/dining area and equipped laundry room ("Common Area"). It is understood that the Resident's rental space (the "Premises") consists of the exclusive use and occupancy of the bedroom described above and the shared use of the Common Area in the apartment unit type so identified. Resident agrees that Landlord has the right to assign residents to the apartment based upon the roommate matching criteria. Male and female residents may occupy the same apartment unit only upon execution by each of such residents and their respective guarantors or sponsors.

2. TERM: The Premises are to be used and occupied by the Resident as a residence, for the period beginning August \_\_\_\_, 2010 at 10am and ending August \_\_\_\_, 2011 at 12pm (noon) (the "Term"). It is expressly understood that this Lease is for the entire Term regardless of whether the Resident is transferred, ceases to be enrolled in a college or university, or for any other reason is unable to continue occupying the Premises. Resident agrees to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. Additionally, if Resident is a full or part-time student at a university or college, then Resident also agrees to obey the rules and regulations outlined in that particular institution's Student Code of Conduct or similar instrument(s). Accordingly, Resident's obligation to pay rent hereunder (and the Guarantor's obligation to insure payment of the same) shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

Landlord shall not be liable to resident for any damages resulting from landlord's inability to deliver possession of the premises to resident at the commencement of the term, provided however, resident shall not be liable for payment of any rent until possession of the premises has been delivered to resident. Resident may cancel this lease if possession of the premises has not been delivered within 30 days of the commencement of the term.

3. RENT: Resident, in return for the use and occupancy of the Premises and in consideration of the covenants and agreements contained herein, shall pay the Landlord the sum of \$ \_\_\_\_\_, without offset or deduction. The first installment of rent in the amount of \$ \_\_\_\_\_ shall be due no later than August 1<sup>st</sup>, 2010 and continuing on the first day of each month thereafter through July 1<sup>st</sup>, 2011, rent shall be paid, in advance, in monthly installments equal to installment due on August 1<sup>st</sup>, 2010. Rent shall be paid at the rental office on the Property. In the event resident chooses to prepay, the Resident shall remain liable for any shortfall in the event that the Prepaid Rent shall be less than the actual rent (including additional rent hereunder) due and payable under this Lease with respect to the final period. In the event that the Prepaid Rent shall exceed the actual rent (including additional rent hereunder) due and payable under this Lease with respect to the final period, any such excess amounts shall be held by Landlord as an additional security deposit and shall be subject to all of the requirements set forth herein relating to security deposits.

Rent is due in the rental office on the Property prior to the close of business on the first day of each month. If the 1<sup>st</sup> of the month falls on a holiday observed by The Pointe at SIU the rent must be placed in the designated rent drop prior to the close of the first business day following the holiday. In the event the rent is not paid at the rental office on the Property prior to the close of business on the 1<sup>st</sup> of the month, Resident shall pay a late charge of \$10 (ten dollars) per day beginning on the 2<sup>nd</sup> day of each month and continuing until Lessee's account is at a zero balance, which shall be treated as additional rent. Such late charges are assessed as reimbursement to Landlord for the additional expense of administering late rent payments.

Checks tendered for rent shall be made payable to The Pointe at SIU. In the event Resident elects to pay the rent by check, Resident shall pay Landlord a fee of twenty five dollars (\$25) for any check which otherwise fails to clear issuer's bank as compensation for charges incurred by Landlord by reason of any check returned to Landlord for non-sufficient funds. Such returned check fee shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. The returned check fee shall constitute additional rent hereunder. On the second occurrence of a returned check, payment for the late charges, returned check fees, funds due from the returned check, as well as all subsequent rent and other amounts due hereunder shall be by money order, certified check or cashier's check, as personal checks will no longer be accepted from the Resident. In addition, Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment by money order, certified check or cashier's check, provided however, Landlord shall give Resident and Guarantor no less than fifteen (15) days advance notice of such election by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder.

Resident acknowledges that any rent received by Landlord will first be applied to any outstanding charges including, but not limited to, late charges, utility charges, cleaning service fees, returned check fees, and delinquent rent incurred by or on behalf of Resident prior to applying the same to the current monthly rent. If the payment tendered by Resident fails to cover the total charges outstanding, then Resident shall immediately pay the difference, plus any late charge incurred by virtue of Resident's failure to timely pay all sums due from Resident to Landlord.

4. CONDITION OF PREMISES: Resident hereby acknowledges that within 48 hours after resident has been given keys to the Premises and Common Area, Resident shall provide Landlord with written statement which sets out in reasonable detail any items or aspect of the Premises and Common Area (and their furnishings and fixtures) which Resident reasonably believes are deficient. Upon receipt of said written statement, Landlord agrees to make such changes or accommodations for Resident as Landlord, in Landlord's sole opinion, deems are

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appropriate. In the event Landlord does not timely receive said written statement, the Premises and Common Area (and the furnishings and fixtures) shall be deemed to be in good repair and tenantable condition.

**5. RESIDENT'S OBLIGATIONS AND RESPONSIBILITIES:** Resident agrees to keep and maintain the Premises and Common Area in good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alterations or additions thereto without the prior written consent of Landlord. The Resident will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to Landlord. Resident shall reimburse Landlord for the cost of all repairs made necessary by, or resulting from, Resident's abuse or careless use of the Premises or Common Area. Resident shall conduct himself/herself and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute breach of the peace.

**Unless the damage or stoppage is due to Landlord's negligence, Landlord shall not be liable for-and Resident must pay for-repairs, replacement cost, and damage to the following if occurring during the term of this Lease or any renewal of this Lease: (1) damage to doors, windows or screens; (2) damage from windows or doors left open; (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving the Premises; (4) damages to any portion of or location on the property where damages are directly or indirectly attributed to resident or resident's guests.**

RESIDENT SHALL BE LIABLE FOR AND SHALL PAY ALL COSTS AND EXPENSES FOR DAMAGES TO THE BEDROOM AND BATHROOM LEASED TO RESIDENT (INCLUDING, BUT NOT LIMITED TO, REPLACING OR REPAIRING ALL BROKEN OR DAMAGED FURNISHINGS OR FIXTURES, AND ANY DEFACEMENT OR DAMAGES TO THE WALLS, CEILINGS, FLOORS AND DOORS) REGARDLESS OF WHETHER SUCH DAMAGE IS CAUSED BY RESIDENT OR RESIDENT'S GUESTS OR INVITEES. USE OF VACANT BEDROOMS IS STRICTLY PROHIBITED. RESIDENTS WILL BE BILLED MONTHLY RENT AND CHARGES FOR CLEANING AND REPAIR OF ANY VACANT BEDROOMS USED IN VIOLATION OF THIS PROVISION.

IT IS UNDERSTOOD THAT RESIDENT WILL BE OCCUPYING THE APARTMENT UNIT JOINTLY WITH OTHER RESIDENTS, AND RESIDENT SHALL ALSO BE HELD LIABLE FOR A PRO RATA SHARE OF ANY DAMAGES TO THE COMMON AREA OF THE PREMISES AND ITS FURNISHINGS, FIXTURES, WALLS, CEILINGS, FLOORS, AND DOORS UNLESS THE PARTY SOLELY RESPONSIBLE FOR SUCH DAMAGES CAN BE REASONABLY ASCERTAINED. ACCORDINGLY, RESIDENT MUST EXERCISE RESPONSIBILITY TO SEE THAT THE ENTIRE APARTMENT UNIT IS MAINTAINED IN GOOD ORDER AND REPAIR. RESIDENT SHALL IMMEDIATELY REPORT TO THE AGENT AND THE LOCAL LAW ENFORCEMENT AUTHORITY ANY ACTS OF VANDALISM TO THE PREMISES OR THE APARTMENT UNIT IN WHICH THE PREMISES ARE LOCATED. RESIDENT SHALL PROMPTLY REPORT TO THE AGENT ANY REPAIRS WHICH NEED TO BE MADE TO THE PREMISES OR COMMON AREA. RESIDENT SHALL USE AND OPERATE IN A REASONABLE MANNER ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATING, AIR CONDITIONING, MONITORING DEVICES AND ALL OTHER FACILITIES AND APPLIANCES.

**6. LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Resident agrees that Landlord or its representative may enter the Premises and Common Area at reasonable times and upon reasonable notice in order to inspect the Premises and Common Area, make necessary or agreed repairs, decorations, alterations or improvements, or to supply agreed services. Landlord may enter the Premises or Common Area at any time for the protection or preservation of the Premises and Common Area. A maintenance or management request by a co-resident of the apartment unit occupied by Resident shall constitute permission for Landlord to enter the apartment unit. Resident shall reimburse Landlord for the cost of any repairs attributable to or caused by Resident's abuse, carelessness, or misuse of the Premises or Common Area and Landlord shall invoice the Resident for the costs of any such repairs, including a reasonable charge for management overhead, which costs and charge shall constitute additional rent.

Resident shall also permit the Landlord, or its agents or employees, upon scheduled appointments, to enter the Premises and Common Area for the purpose of displaying the same to prospective or actual tenants, purchasers, mortgagees, workmen or contractors. No such prior appointment shall be necessary if this Lease has been declared in default or if the Premises have been abandoned by Resident.

**7. ASSIGNMENTS OR SUBLETTING:** Resident shall not assign, sublet or transfer his or her interest in the Premises, or any part thereof, without Landlord's written consent which may be given or withheld at Landlord's sole discretion. In the event Landlord consents to an assignment, subletting or transfer of the Premises to a person procured by Resident, Resident shall pay to Landlord a subleasing procurement fee of one hundred fifty dollars (\$150). In the event Landlord procures an assignee, sub-lessee or transferee for the Premises or upon abandonment of the Premises by Resident, Resident shall pay to Landlord a subleasing fee of one hundred fifty dollars (\$150).

**8. CANCELLATION:** It is understood by Resident and Landlord that in certain cases Landlord may be willing, at Landlord's sole discretion, to cancel this lease instead of requiring Resident to sublet their room. In any case where landlord agrees to cancel this lease landlord will require Resident to pay a fee equal to 1(one) months rent. This lease may only be cancelled with the prior consent of the Landlord plus paying the fee equal to 1(one) months rent. Some instances where Landlord may be willing to cancel this lease include: Severe medical condition as noted by a qualified doctor(if the validity of a medical claim is questioned, Landlord may require additional information) or a waiting list already in place with Landlord for the type of unit that Resident needs to cancel. If a resident states that they will not be returning to school and Landlord releases the room to a new Resident, the current Resident is automatically responsible for the paying the cancellation fee equal to 1(one) months rent.

**9. UTILITIES:** Each apartment at The Pointe at SIU has a separate meter for utilities. The following are furnished by the Landlord: basic cable/satellite TV service for each apartment unit and an Internet outlet in each bedroom. Landlord will also provide water, sewer, garbage collection. There will be an electricity/gas cap of \$30 per resident. Notwithstanding the foregoing, Resident agrees that Landlord shall have the

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right to periodically review the electricity cost and consumption of each apartment, and in the event Landlord, in its sole discretion, determines that the consumption of electricity in an apartment is excessive, Landlord, upon notice, may assess Resident for Resident's pro rata share of the charges for such excessive usage, and such assessment shall constitute additional rent to be remitted to Landlord with Resident's basic monthly rent. Notwithstanding the foregoing, neither Landlord nor Agent shall be liable for loss or damage resulting from interruption of heat, electricity, water, sewer, telephone, cable TV, Ethernet or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the apartment complex in which the Premises are located.

**10. OTHER SERVICES:** If Landlord elects to provide any optional services, such as laundry service, cleaning service, or upgraded internet service, etc., the charges for such other services utilized by Resident shall be deemed additional rental and Resident's failure to timely pay for the same shall constitute a default hereunder.

Landlord, at its sole option, may elect to install devices or measures that are not required by law. For example, each apartment unit may be equipped with an Intrusion alarm and Panic switch. The installation of such an alert or alarm system shall not be construed as an undertaking or representation by Landlord that it will monitor such system or that it will provide personnel to respond when an alarm has been activated. The Intrusion alarm and emergency switches, with exception of the "F" fire key on the alarm panel, will remain deactivated until the resident subscribes to a monthly service with the designated provider. The service provider will activate alarm for Resident once all permits (if applicable) and application(s) are submitted. Likewise, Landlord may, at its sole option, employ courtesy officers who may reside at The Pointe at SIU. Although the presence of courtesy officers is for the benefit and convenience of Landlord and Resident, it is expressly understood and agreed that the providing of courtesy officers, intrusion alarms and panic switches are purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or to otherwise protect Resident's person or property, or the person or property of any guest, invitee, or other residents of The Pointe at SIU.

The Landlord will provide each new Resident with one personalized "Fob" and key upon move-in. This fob and key are specifically coded for entrance to the front door of the building and for that Resident's apartment. The Resident must immediately report to Landlord any lost, stolen or damaged fob or key. In the event a replacement fob or key is needed, a new one with a new code will be issued to the Resident upon payment of a replacement fee of \$25.00 per key or fob. A separate bedroom key and mailbox key will be issued to each Resident. In the event replacement keys are needed, a new key will be issued to the Resident upon payment of a replacement fee of \$10. Likewise, the Resident will report immediately any lost, stolen or damaged key to Landlord. There will be no other locks installed by the Resident without Landlord's prior approval.

**11. BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** Upon Resident's failure to make any payment of rent when due, or upon Resident's breach of any other terms, covenants, agreements, or conditions herein contained, or if Resident abandons or vacates the Premises prior to the expiration of the Term, then, at its sole option Landlord may peacefully re-enter and repossess the Premises, and remove and put out Resident and Resident's personal property in the manner allowed by Illinois law. In the event of such re-entry and repossession by the Landlord, Resident shall be liable for all costs, fees and damages incurred by Landlord and such re-entry shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Resident from the terms of this Lease.

It is intended that Landlord's rights and remedies for Resident's breach of this Lease shall be as broad as permitted under Illinois law and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Premises; or (b) the right to accelerate the then entire unpaid balance of the rent for the Term then remaining, or, the right to standby and collect rental payments as they become due; or (c) the right to sublease and rent the Premises for the account of the Resident, in which event the proceeds from sub-letting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Premises, and third, to the Resident's rental obligations hereunder, with the Resident and guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Illinois law.

By signing this lease the Resident agrees that upon surrender or abandonment, as defined by the Illinois Statutes, the Landlord shall not be liable or responsible for storage or disposition of the resident's personal property.

**12. DAMAGE TO PREMISES:** If the Premises are partially destroyed by fire or other casualty not attributable to the negligence or carelessness of Resident or Resident's guest or invitees, the Premises shall be promptly restored and repaired by Landlord and any rent for the period that the Premises are untenable shall abate, unless Landlord provides Resident with suitable alternate living space, in which event rent shall not abate. If, however, the Premises are substantially destroyed by fire or other casualty, or in the event Landlord in its sole discretion decides not to repair any damage or destruction by written notice to Resident, then this Lease may be terminated by either Landlord or Resident, in which event the rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Resident shall not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to the negligence or carelessness of Resident or the guests or invitees of Resident, and Resident shall be charged for the cost of any repairs or clean-up attributable to the carelessness or negligence of Resident or the guests or invitees of Resident. In the event of fire or other casualty, the Resident shall immediately notify the Landlord.

**13. RELOCATION:** It is understood that The Pointe at SIU contains other apartment units in which other residents may reside. For purposes of operating efficiency, Landlord reserves the right, upon two (2) days advance written notice, to relocate Resident to another apartment unit at The Pointe at SIU. It is acknowledged that Landlord will exercise reasonable discretion in exercising Landlord's rights pursuant to this Section of this Lease. Landlord shall assist Resident in moving Resident's personal property to such new unit. Landlord retains the right to assign residents to other bedrooms in the apartment unit in which the Premises are located. Landlord, to the extent practical, will honor Residents' requests for the sharing of a particular apartment unit. Resident may, within ten (10) days of occupancy of the apartment unit, elect to transfer or exchange bedrooms within the apartment unit with another resident(s) of the same apartment unit without being subject to a transfer fee if the resident(s) desiring such transfer comply with such procedures and compile such documentation as Landlord requires prior to such transfer. Any and all bedroom transfers or exchanges not included in the initial ten (10) day period, initiated by Resident, will be subject to a

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transfer fee of \$250. Resident may also request transfer to another apartment unit within The Pointe at SIU which, if approved by Landlord in writing, will be conditioned upon payment of \$250.

**14. GUESTS:** Except as otherwise required by applicable laws, occupation of the Resident's bedroom shall be restricted to the Resident exclusively, excepting Resident's occasional overnight or weekend guest. Although Resident may have visitors from time to time, it is understood that occupancy of the Premises is expressly reserved for Resident only, and any persons other than Resident occupying the Premises for more than ten (10) consecutive days or twenty (20) non-consecutive days during the Term shall be treated as guests only if other residents residing in the unit and Landlord consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of stated period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Resident an additional amount of rent equal to that being paid by Resident. Collection of such additional rent shall not impair the right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies at law or in equity.

**15. PARKING AND COMMUNITY AREAS:** Various areas of The Pointe at SIU are designated and intended for use in common by all residents, including the parking areas, walkways, clubhouse, swimming pool, and other amenities made available by the Landlord.

**16. PARENTAL OR SPONSOR'S GUARANTY:** Most of the residents at The Pointe at SIU are college-age students. The Landlord requires, as a condition of this Lease, a binding Parental or Sponsor's Guaranty (the "Guaranty") which Guaranty constitutes an essential inducement for the granting of this Lease by Landlord. Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to Landlord within ten (10) days from the date of execution of this Lease by Resident. Resident understands that the Guaranty must be obtained directly from the parent or sponsor and the Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Resident acknowledges that this Lease is for an essential necessity of Resident, and that Resident shall be fully bound by all the terms and conditions hereof irrespective of Resident's age or legal status. Execution of the Guaranty constitutes additional insurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Resident's responsibilities and obligations hereunder.

**17. PET POLICY:** Pets are not allowed at The Pointe at SIU except for animals assisting disabled or impaired persons. For animals allowed by this paragraph, Landlord requires Resident to execute a separate pet addendum in such form as Landlord requires. The separate pet addendum outlines rules regarding pets including costs and exclusions. If resident is found with a pet on the property and has not initiated an approved pet addendum prior to having the pet on site, resident will receive an automatic fine of \$300 per incident.

**18. CHECK-IN AND CHECK-OUT PROCEDURES:** Immediately preceding Resident's taking possession of the Premises, Resident shall conduct a joint inspection of the Premises and Common Area and shall note on the Occupancy Checklist, any conditions which are unacceptable to Resident and which Landlord agrees to correct, repair or otherwise remedy, and any other conditions observed, whether or not Landlord agrees to repair or remedy same. Landlord shall also inspect the Premises and Common Area upon Resident's surrendering possession thereof at the termination of this Lease and note on a Move Out Checklist the condition of the Premises and Common Area, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have arisen during Resident's occupancy and use of Premises and Common Area. Resident shall surrender possession of the Premises and Common Area in a clean and sanitary condition, including, but not limited to, cleaning the carpets and cleaning the kitchen (including all appliances) and the kitchen, living/dining, and bath areas. Failure to follow the prescribed check-out procedures and to return all keys and fobs to Landlord, may result in additional charges to Resident. All charges assessed for damages to the Premises and Common Areas plus keys and fobs not returned will be due and payable by the Resident within 30 days after such notice of charges. Charges not paid by Resident within 30 days will be subject to further actions which may include but are not limited to legal action and turnover to a collection agency.

**19. RULES AND REGULATIONS, LAWS AND SCHOOL REGULATIONS:** The Rules and Regulations attached and incorporated herein by reference, are an important part of this Lease. By executing this Lease, Resident acknowledges that he or she has read and agrees to abide by the Rules and Regulations. Landlord reserves the right to make reasonable changes to the Rules and Regulations and, upon notification to Resident of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein. Resident agrees to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. Additionally, if Resident is a full or part-time student at a university or college, then Resident also agrees to obey the rules and regulations outlined in that particular institution's Student Code of Conduct or similar instrument(s). A BREACH OF ANY RULE OR REGULATION BY THE RESIDENT SHALL CONSTITUTE A BREACH OF THE TERMS AND CONDITIONS OF THIS LEASE.

**20. REMEDIES FOR RESIDENT HOLDING OVER:** If Resident holds over and continues in possession of the Premises or Common Area or any part thereof after the expiration of the Lease without Landlord's written consent, Landlord may recover possession of the Premises and Common Area in accordance with Illinois law. Landlord may also recover two hundred dollars (\$200) for each additional day for the Premises and Common Area, or any part thereof, for the period during which Resident refuses to surrender possession.

**21. NOTICES:** Resident shall, within five (5) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Any notices or demands to Landlord, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery or certified mail, Return Receipt Requested, to :The Pointe at SIU, Attention: Executive Director, 900 E. Park St., Carbondale, Illinois 62901 or any address that Landlord further authorizes in the future. The failure of Resident to make such notification in writing within the time prescribed shall constitute a total and complete waiver of said objection and shall not be alleged by Resident as any grounds for nonperformance of any provision of this lease in a court of law or otherwise. Service of process on the Landlord must be made at the following address: 900 E. Park St., Carbondale, IL 62901 Attention: Executive Director or any address that Landlord further authorizes in the future.

**22. NON-LIABILITY:** Landlord shall not be liable for any damage to property of Resident or of others located on the Property, nor for the loss of or damage to any property of Resident or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Property or from

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the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other Residents or persons in the Property, occupants of adjacent property, of the buildings, or the public or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Property. All property of Resident kept or stored on the Property shall be so kept or stored at the risk of Resident only and Resident shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Resident's insurance carrier. Resident acknowledges and agrees that Landlord and any of its parent corporations, subsidiaries, officers, directors, agents, representatives, employees, attorneys, or other principals, shall not be personally liable under any of the terms and provisions of this Lease and in the event of any action brought by Resident or on behalf of Resident against any such parties to enforce their rights or remedies pursuant to the terms and provision of this Lease any award, judgment, settlement or other compensation ordered or resulting from such action or settlement shall be limited to Landlord's interest in the Property and the value thereof. Nothing herein shall be deemed to exonerate Landlord from liability for its own negligence or to require Resident to indemnify Landlord with respect thereto.

**23. SUBORDINATION AND ATTORNMENT:** This Lease is subject and subordinate to the lien of any mortgage, deed of trust or encumbrance now or at any time hereunder placed on the Property. The Resident agrees to: (a) attorn to and recognize as Landlord hereunder any transferee that succeeds Landlord as owner of the Property (whether by deed, foreclosure, deed in lieu of foreclosure or otherwise) and the successors and assigns of such transferee; (b) comply with the terms of the Lease as if such transferee executed this Lease on the date hereof and; (c) execute such further evidence of such attornment as such transferee may request from time to time. The Resident agrees to promptly execute any instrument evidencing such subordination and attornment and confirming such factual matters and representations that Landlord or its successors or assigns may request.

**24. ATTORNEY'S FEES:** In any action to enforce the terms of this Lease, the prevailing party shall be entitled to recover its costs and expenses including, but not limited to, attorneys' fees and expenses incurred in connection therewith.

**25. GOVERNING LAW:** This Lease is governed by and to be construed in accordance with the laws of the State of Illinois, and the ordinance of the City of Carbondale, Illinois, and any actions brought with respect to this Lease shall be in the courts of Jackson County, Illinois.

**26. SEVERABILITY:** If any clause of provisions of this Lease is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the Term, then and in any such event, it is the express intention of the parties hereto that the remainder of this Lease, or the application of such clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each clause or provision of this Lease and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

ACKNOWLEDGMENT

RESIDENT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS LEASE AGREEMENT, THE RENTAL APPLICATION AND THE RULES AND REGULATIONS. RESIDENT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE PREMISES AND AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. RESIDENT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. RESIDENT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE AGREEMENT OR RELATED DOCUMENTS IS NOT CLEAR OF OTHERWISE UNDERSTOOD BY RESIDENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first above written.

Signed and delivered in the presence of:

_____ Resident Signature	_____ Print Name	_____ Date
_____ Witness Signature	_____ Print Name	_____ Date
_____ Executive Director Signature as Agent for The Pointe at SIU	_____ Print Name	_____ Date

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## RULES AND REGULATIONS

The Rules and Regulations are designed to insure the greatest common good for the Residents of The Pointe at SIU. It is our goal to implement reasonable policies for our Residents in order to provide a quality living environment that is second to none.

### RESIDENTS HEREBY AGREE AS FOLLOWS:

**A.** Violation of any of these rules a regulations will result in a written warning being issued to the Resident specifying the complaint and a \$100.00 fine may be assessed against the Resident and Landlord may, at its discretion, declare the Lease to be in default.

**B.** The Landlord acknowledges the right of the Resident to entertain friends and to have guests. In order to make sure that each Resident's rights to quiet enjoyment of their apartment are protected certain restrictions apply and must be observed.

1. First and foremost ALL Residents of the individual apartment must give their consent to guests within their apartment.
2. The Resident, members of Resident's family and guests shall at all times maintain order in the apartment and at all places on the grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents. All radios, television sets and stereo equipment, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time. No incense or other odor producing items shall be used on the premises.
3. Visitors to any one apartment will be limited to no more than twelve (12) people at one time. Each Resident will be given one written warning if they are found to be in violation of this policy. A second violation will result in an eviction for cause (ten (10) day notice to vacate) being filed.
4. The on-site courtesy officers, overnight maintenance techs, and office personnel will handle violations of the crowd and noise policy. The initial encounter with a Resident who is in violation of this policy will result in a warning to disperse or move inside. If a second warning is necessary and the Resident does not comply, the local Police Department will be called with a specific complaint and instructed to use whatever means necessary to restore order, including arrest.
5. In addition, written warnings will be given and eviction action may be taken for any of the following reasons: 1.) excessive noise of any type; 2.) destruction of Landlord's or other residents' property; and 3.) violations of any Federal, State or local laws. It is the intention of management to maintain a quiet and orderly property at all times. Management will, at its discretion, invoke those measures provided for by the laws of the State of Illinois to insure this goal. These measures include the forced eviction of a resident for violation of the Lease.

**C.** The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed, used for bicycles, motorcycles and other vehicles or any purpose other than ingress and egress. Residents, their family, guests, agents, and other visitors will obey parking regulations of the property. Any car improperly parked will be towed away at the owner's expense. Washing vehicles is strictly prohibited unless at such times and in a washing space designated by Landlord. Resident is responsible for correct change for use of the vacuum. Mechanical work on vehicles is strictly prohibited. Speed limit at all times on the property is no more than **5 MPH**. No motorcycles or automobiles which, in the opinion of the management, are in an unsafe or dilapidated condition or that have expired/unregistered license plates shall be permitted on the property. No motorcycle or automobile shall be started or driven in a manner that will cause excessive noise or pollution. No large trucks, buses, trailers, motor-homes, boats, boat trailers, campers or any other form or type of passenger or recreational vehicles shall be parked anywhere on the property.

**D.** Use of the pools or workout facilities in the clubhouse as well as the basketball court, pool, spa, and other areas shall be governed by the posted rules and regulations and shall be at the risk of Resident and Resident's guests. No guest shall be permitted at the pool or clubhouse facilities except in the accompaniment of a resident.

**E.** Windows and doors shall not be obstructed. Landlord provides blinds on windows which should not be removed and no other window coverings shall be visible from the exterior of the Premises. If Resident installs draperies over the blinds, any damage will be repaired or removed by the Resident or if not done Landlord will make such repairs at Resident's expense.

Damage to the property, including but not limited to paint, cabinets, carpets, floors, furniture or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident.

Resident, at Resident's expense, shall be responsible for replacement of all interior light bulbs. All bulbs must be in operating condition at the time the Resident vacates the Premises.

Initials: \_\_\_\_\_ (Resident) \_\_\_\_\_ (Manager) Date: \_\_\_\_\_



**RULES AND REGULATIONS**

No interior alterations, additional painting, or redecorating may be done to apartments or patios without the prior written consent of Landlord. If approved, all such alterations and additional fixtures shall be the property of the Landlord and remain as part of the apartment.

**F.** Solicitation shall not be permitted within The Pointe at SIU either by residents or outside solicitors, without prior written permission from the Landlord.

**G.** Trash and garbage shall not be placed in the community areas, hallways, breezeways or similar areas of the Residents building, Landlord reserves the right to impose a reasonable fine for a violation of this provision or for littering by the Residents.

**H.** Storage of any flammable or explosive items is strictly prohibited on or about the Premises or anywhere within The Pointe at SIU. No barbecue grills, fish cookers, smokers or other similar items may be used or stored on or about the Premises or anywhere within the apartments at The Pointe at SIU, excepting those placed by Landlord. Further, storage of propane gas cylinders on porches, balconies, verandas, inside the unit or within ten (10) linear feet of any building or adjoining property line is strictly prohibited.

**I.** No radio wire, television or other materials or any other objects whatsoever shall be attached to the roof or exterior of any building.

**J.** Floatation bedding systems are allowed provided that they do not violate building codes and the Resident possesses a floatation insurance policy standard in the industry. This insurance policy shall be in an amount deemed reasonable to protect the Resident and Landlord against personal injury and property damage to the dwelling unit. In any case, the policy must carry a loss payable clause in favor of the Landlord in case of property damage. Resident must provide Landlord with evidence of such insurance policy prior to installation of the floatation bedding system and evidence of renewal of such policy at least fifteen (15) days prior to the expiration of the then current insurance policy.

**K.** Bicycles must be stored in the bicycle racks provided or must be stored in the individual Resident's bedroom only. Any other type of exercise equipment must be stored in the Resident's bedroom only.

**L.** Nothing herein shall be construed to obligate Landlord to renew any particular lease, which renewals shall be at Landlord's sole discretion.

**M. UNDER NO CIRCUMSTANCES WILL THE USE OF ALCOHOL OR DRUGS BE PERMITTED IN OR AROUND ANY PUBLIC AREA AT THE PONTE AT SIU. THIS INCLUDES, BUT IS NOT LIMITED TO, THE POOL, CLUBHOUSE, TENNIS COURTS, SAND VOLLEYBALL COURTS OR ANY OTHER PUBLIC AREA. EXCEPT AS PROVIDED BELOW, THE FIRST VIOLATION OF THIS POLICY WILL RESULT IN A WRITTEN WARNING TO THE OFFENDING RESIDENT(S). A SECOND VIOLATION (OR ANY FIRST VIOLATION WHICH ALSO CONSTITUTES A VIOLATION OF LOCAL, STATE OR FEDERAL LAWS CONCERNING ALCOHOL OR DRUGS) WILL RESULT IN AN IMMEDIATE EVICTION FOR CAUSE.**

Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall in its judgment determine to be necessary for the safety, care and cleanliness of The Pointe at SIU, the preservation of good order, comfort and benefit to residents in general and for the efficient operation of the apartment community. Except as specifically set forth herein to the contrary, violations of any part of these rules and regulations will result in the termination of the offending resident's Lease.

The undersigned Resident hereby acknowledges receipt of a copy hereof and agrees to be bound by and observe all parts of said RULES AND REGULATIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the year and day written below.

Witnessed by:

Executive Director,  
As Agent for Landlord

\_\_\_\_\_

\_\_\_\_\_

RESIDENT:

\_\_\_\_\_

DATE:

\_\_\_\_\_

Initials: \_\_\_\_\_ (Resident) \_\_\_\_\_ (Manager) Date: \_\_\_\_\_



**Fire Safety and Insurance**

I agree that I will inspect the Premises described in the Lease and will determine, to my satisfaction that the smoke detectors, door locks and latches and any other monitoring devices in the Premises are adequate and in good working order. I agree to inspect and test each of these items and to give Landlord prompt written notice if I determine that any are in need of repair or replacement. I understand these items will only be checked by Landlord before my move in and never again until otherwise requested by me in writing. I recognize that Landlord does not guarantee or assure my personal security, and that Landlord's efforts are voluntary and are done in an effort to reduce the risk of crime at The Pointe at SIU. I agree that the furnishing of any safety devices, warning signs, or courtesy officers will not constitute a guarantee of their effectiveness. Accordingly, I hereby release Landlord, its respective agents, partners, officers, directors, employees and representatives, from any claim whatsoever with respect to any personal injury or property damage which is in any way related either to my subscription to any of the safety devices, or to any defect, malfunction, or inadequacy concerning any of them.

If for any reason an alarm is falsely reported to either, the police department, fire department or emergency services and there are any charges incurred from these agencies, the resident shall be held liable and shall pay all costs and expenses for the alarm in addition to any processing fees imposed by the Landlord.

I hereby acknowledge that the Premises have been furnished with a smoke alarm and that it is in working condition. I also agree that as long as I reside in my apartment it shall be my responsibility to replace the batteries and to repair electrical components in such smoke alarm as needed. In the event I break the seal on, or use the fire extinguisher if provided in the apartment, I take full responsibility to notify Landlord so that it may be re-inspected, and/or re-charged. In the event that I fail to notify Landlord, I agree that I will not hold Landlord, or any of its agents responsible for any damage that may result to myself or my personal belongings due to an inadequate charge in the fire extinguisher. In the event that the fire extinguisher is not returned to Landlord at the time that I vacate the unit, I agree to pay Landlord to replace the fire extinguisher. Landlord's current replacement charge for fire extinguishers is **\$100.00**, but is subject to change without notice.

I also understand that I am responsible for my own renter's Insurance. I understand that Landlord is not responsible for and does not carry insurance for any damages to or theft of my personal property. Landlord has strongly recommended that I secure my own insurance to protect against property damage or loss as well as general liability.

RESIDENT(S) UNDERSTANDS THAT LANDLORD DOES NOT INSURE PERSONAL PROPERTY BELONGING TO RESIDENT(S) AGAINST ANY HAZARD, NOR DOES LANDLORD PROVIDE LIABILITY INSURANCE OR ANY OTHER COVERAGE FOR THE BENEFIT OF RESIDENT(S). LANDLORD SHALL NOT BE LIABLE FOR ANY PERSONAL CONFLICT OR PERSONAL INJURY TO RESIDENT OR DAMAGE OR LOSS TO RESIDENT'S PROPERTY, INCLUDING BUT NOT LIMITED TO ANY INJURY, LOSS OR DAMAGE CAUSED BY BURGLARY, ASSAULT, VANDALISM, THEFT OR ANY OTHER CRIMES. ALL PERSONAL PROPERTY PLACED OR KEPT IN THE PREMISES, OR IN ANY STORAGE ROOM OR SPACE, OR ANYWHERE ON THE ADJACENT PROPERTY OF LANDLORD SHALL BE AT RESIDENT'S SOLE RISK AND LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR LOSS OF, SUCH PROPERTY. RESIDENT IS ENCOURAGED TO SECURE APARTMENT-DWELLERS OR SIMILAR PERSONAL PROPERTY AND LIABILITY INSURANCE TO COVER ANY LOSS OR DAMAGE TO PERSONAL PROPERTY.

LANDLORD SHALL NOT BE LIABLE FOR INJURY OR DAMAGE TO PERSON OR PROPERTY CAUSED BY ANY DEFECT IN THE HEATING, GAS, ELECTRICAL, WATER, OR SEWER SYSTEMS SERVING THE PREMISES. IN NO EVENT SHALL LANDLORD BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY WIND, RAIN, FIRE OR OTHER ACTS OF GOD, AND RESIDENT HEREBY EXPRESSLY WAIVES ALL CLAIMS FOR SUCH INJURY, LOSS OR DAMAGE.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the year and day written below.

Witnessed by:

Executive Director,  
As Agent for Landlord

\_\_\_\_\_

\_\_\_\_\_

RESIDENT:

\_\_\_\_\_

DATE:

\_\_\_\_\_



**GENERAL RELEASE FORM**

For and in consideration of Landlord allowing Resident to use the fitness room (the "Fitness Room") located at The Pointe at SIU, the undersigned agrees to the following:

1. Neither Landlord, nor their respective owners, partners, officers, employees, agents, successors or assigns are responsible or liable for any loss, damage or injury which Resident might sustain as a result of Resident's use of the Fitness Room. Resident agrees that use of the Fitness Room, including any fitness equipment or weights in the Fitness Room, is at Resident's own risk and Resident assumes full responsibility for any personal injuries which may result from use of the Fitness Room.

2. I agree to indemnify and hold harmless Landlord, Manager and their respective owners, partners, officers, employees, agents, successors and assigns from and against any and all claims or demands, costs or expenses, arising out of or in any way related to use of the Fitness Room including, but not limited to, any personal injuries, damages or other losses which I may sustain as a result of use of the Fitness Room.

3. I have represented and do hereby represent to Landlord and Manager that Resident does not have any health problems which would restrict Resident's ability to use the Fitness Room and that, whether or not any health problems exist, Resident is using the Fitness Room at Resident's own risk and discretion. I further understand that I will not allow or authorize any other person(s) the use of Resident's key or access to the Fitness Room.

**PHOTO RELEASE FORM**

Resident hereby gives Landlord permission to take my photo during any of The Pointe at SIU functions or activities. The photos taken,

May

May not

(circle one)

be used for the community newsletter or other publications utilized by The Pointe at SIU for marketing purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the year and day written below.

Witnessed by:

Executive Director,  
As Agent for Landlord

\_\_\_\_\_

\_\_\_\_\_

RESIDENT:

\_\_\_\_\_

DATE:

\_\_\_\_\_



**FIREARM POLICY ADDEDENDUM**

For and in consideration of Landlord allowing Resident to reside in a unit located at The Pointe at SIU, the undersigned agrees to the following:

**WITNESSETH**

WHEREAS, the Lessor and the Resident have entered into that certain Lease Agreement (“Lease”).

Wherein the Lessor agreed to lease to the Resident, and the Resident agreed to lease from the Lessor, certain premises located in Jackson County, Illinois, located at 900 E. Park St., Carbondale; and

Whereas, the Lessor and the Resident, and the Resident agreed to lease from the Lessor , certain premises of the Lease, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto do hereby acknowledge, the parties hereto do hereby agree as follow:

1. No person, other than law enforcement officials or security personnel specifically authorized by The Pointe at SIU, shall possess, conceal, convey or attempt any deadly weapon or firearm, explosive device, incendiary device or other dangerous ordinance onto The Pointe at SIU premises at any time even if the person has been licensed to carry a carry a concealed handgun under the laws Illinois or any other state jurisdiction. Thus policy shall apply to all residents , employees, vendors, visitors, and invitees on the premises.
2. No person, other than law enforcement officials or security personnel specifically authorized by the Pointe at SIU, shall possess, conceal, have under one’s control, convey or attempt to convey any deadly weapon, firearm, explosive device, incendiary device or other dangerous ordinance at any event sponsored by or attended by employees, representatives or agents of The Pointe at SIU even if the person has been licensed to carry a concealed handgun under the laws of Illinois or any other state or jurisdiction.
3. Illegal or unauthorized possession of firearms, explosives, other weapons, like-alike weapons, or dangerous chemicals on The Pointe at SIU premises or use of such item, even if legally possessed, in the manner that harms, threatens, or causes fear to others.

Definitions: For purposes of this policy, the following definitions shall apply:

- A. “Deadly weapon” means any instrument, device or thing capable of inflicting death, and designed or specially adapted for use as a weapon, or possesses, carried or used as a weapon. “Deadly weapon” shall include, but not limited to firearms, knives, ballistic knives, hunting knives, explosives or incendiary devices.
- B. “Firearm” means any deadly weapon capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant. “Firearm” includes an unloaded firearm as well as any firearm that in inoperable or disassembled even if it cannot readily rendered operable and even if ammunition is not readily available. The term “firearm” may include, but is not limited to handguns, shot guns, riddles, guns designed for sporting purposes, any device such as starter’s pistol that is not designed as a firearm but which has been specially adapted for use as a fireman, and any industrial tool, signaling device or safety device that is not designed as a firearm which is capable of such when possessed, carried or used as a firearm.
- C. “Explosive” shall mean any device designed or specially adapted to cause physical harm to persons or property by means of an explosion and consisting of an explosive substance and a means to detonate it. “Explosive” shall include, but is not limited to, any bomb, blasting cap, fireworks or any incendiary device.
- D. “The Pointe at SIU premises” shall mean all property owned, leased, and/or operated by The Pointe at SIU including, without limitation, all buildings, offices, parking lots, or grounds as well as any private automobile operated or parked on The Pointe at SIU premises.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the year and day first written below.

Witnessed by:

Executive Director,  
As Agent for Landlord

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\_\_\_\_\_

RESIDENT:

\_\_\_\_\_

DATE:

\_\_\_\_\_



**DRUG FREE HOUSING ADDENDUM**

For and in consideration of Landlord allowing Resident to reside in a unit located at The Pointe at SIU, the undersigned agrees to the following:

**WITNESSETH**

WHEREAS, the Lessor and the Resident have entered into that certain Lease Agreement ("Lease"). Wherein the Lessor agreed to lease to the Resident, and the Resident agreed to lease from the Lessor, certain premises located in Jackson County, Illinois, located at 900 E. Park St., Carbondale; and

WHEREAS, the Lessor and the Resident wish to amend and modify certain of the terms and provisions of the Lease, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto do hereby acknowledge, the parties hereto do hereby agree as follows:

1. Resident or any member of the Resident's household, or a guest or other person(s) under the Resident's control SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG- RELATED CRIMINAL ACTIVITY on the property or near the dwelling unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 8021]).
2. Resident or any member of the Resident's household, or a guest or other person(s) under the resident's control SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, on the property or near the dwelling unit or otherwise.
3. Resident or members of the household WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the household WILL NOT ENGAGE IN THE MANUFACTURE, SALE OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION, whether on the property or near the dwelling unit or otherwise.
5. Resident or any member of the Resident's household, or a guest or other person(s) 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 or near the property or dwelling unit.
6. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND CAUSE OF TERMINATION OF TENACY. A single violation of any of the provisions of this Addendum shall be deemed as serious violation and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be cause for 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. All terms of the Addendum shall have the same meaning as in the Lease, except as may otherwise be expressly set forth in the Lease.
8. To the extent exists any inconsistency between the terms and provisions of the Lease and this Addendum, the terms and provisions of this addendum shall be deemed controlling, provided however, all terms of both the Lease and this Addendum are intended to be in compliance with all federal and state laws.
9. The parties hereto hereby ratify and confirm their obligations and duties under the Lease as mentioned by this Addendum.
10. This Addendum shall bind, inure to the benefit of and be enforceable by the Lessor and Resident, their respective heirs, beneficiaries, legal representatives, successor's, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the year and day written below.

Witnessed by:

Executive Director,  
As Agent for Landlord

\_\_\_\_\_

\_\_\_\_\_

RESIDENT:

\_\_\_\_\_

DATE:

\_\_\_\_\_