

LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment for the Term and at the Rent stated on these terms:

LANDLORD: Capital Prime Properties Two Inc.

Tenant: _____

Address for Notices: 105 Ringdahl Ct.
 Rome, NY 13440

Apartment _____ at Ringdahl Court, Rome, NY 13440.

Lease Date: Term: ___ months Yearly Rent: \$ _____

_____ Beginning: _____ Monthly Rent: \$ _____

Ending: _____ Security: \$ _____

1. USE:

The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this lease and those persons listed on the Rental Application shall have right to the leased premises.

2. RENT, ADDED RENT:

The rent payment for each month must be paid on the first day of that month as Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first months rent is to be paid when Tenant signs this lease. Tenant may be required to pay other charges to Landlord under the terms of this lease. They are to be called "added rent". This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the rights against Tenant as if Tenant failed to pay rent.

Tenant agrees to pay a \$50.00 late charge if rent is not received by the 5th of each month, at the office of Landlord or other such place as Landlord may designate, and a sum of \$1 per day until rent is paid. Late charges are deemed additional rent.

If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

If rent payments are to be made at the Property, checks and money orders only will be accepted, cash cannot be used to pay rent at the Property.

The Landlord may collect a fee of \$30.00 if a check is not honored for payment (bounces). This charge is in addition to the regular monthly rent payable by the Tenant. Return check charges are deemed additional rent.

3. FAILURE TO GIVE POSSESSION:

Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning as of the date of possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

4.: SECURITY DEPOSIT

Tenant has delivered to Landlord the sum of \$ _____ as security deposit for the performance by Tenant of the terms of the Lease. Such security will be deposited by Landlord in an interest bearing account at HSBC Bank, N. A. located at Utica, New York.

If Tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the term, then Landlord will return the security deposit being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that even, Tenant will look only to the buyer or lessee for the return of the security. The security is for Landlord's use as stated in this Section. Landlord may put the security in any place permitted by Law. If the law states the security must bear interest, unless the security is used by Landlord as stated, Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest on the security if Tenant is not fully performing any term in the Lease. The security deposit referred to in this paragraph is deemed additional rent.

Security Deposit may not be used for the last month's rent or any month's rent.

5. JOINT AND SEVERAL:

If two or more Tenants execute this lease, their liability is joint and several.

6. TENANTS REPRESENTATION:

Tenant represents and warrants the accuracy of all statements made in the application submitted in connection with this Lease and in any report of income made by or on behalf of Tenant or any statement of family income or family composition and it shall be a default under this Lease if any statement contained therein shall prove inaccurate at any time.

7. SERVICES:

Landlord will supply: (a) heat as required by law when applicable, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any and, (d) cooling if central air conditioning is installed. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim, or claim eviction. Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect may be repaired by Landlord at Tenant's expense. The repair cost will be added to rent.

Tenant must pay for all electric, gas, telephone, and other utility services used in the Apartment and arrange for them with the public utility company.

Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment, or other appliance unless installed by Landlord or with the Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, air cooling, or electrical systems because of accident, emergency repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply, or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

8. ALTERATIONS:

Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built-in" decorations, partitions, railing, or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilation, air conditioning, electric, or heating systems. If consent is given, the alterations and installations shall become the property of the Landlord when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at the Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this lease.

9. REPAIRS:

Tenant must take good care of the Apartment and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenants' act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added to rent.

10. FIRE, ACCIDENT, DEFECTS, DAMAGE:

Tenant must give Landlord prompt notice of fire, accident, damage, or dangerous, or defective condition. If the Apartment cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment cannot be used, Tenant must pay rent for the useable part. Landlord shall have the right to decide which part of the Apartment is useable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings, or decoration unless originally installed by the Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act of neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of the Lease, then all repairs will be made at Tenant's expense, and Tenant must pay the full rent with no adjustment. The cost of repairs will be added to rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must pay all rent due to the date of the fire or casualty. If the Lease is cancelled, Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This section is intended to replace the terms of New York Real Property Law Section 227. Tenant has no right to cancel this lease due to fire or casualty.

11. LIABILITY:

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect, Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts of Tenant's family, employees, guests, or invitees. Tenant should carry whatever property or liability insurance Tenant may require.

12. ENTRY BY LANDLORD:

Landlord may enter the Apartment at reasonable hours to repair, inspect, exterminate, install, or work on master antennas or other systems, and perform other work that Landlord decides is necessary. At reasonable hours, Landlord may show the Apartment to possible buyers, lenders, or tenants of the entire Building or land. At reasonable hours, Landlord may show the Apartment to possible or new tenants during the last 6 months of the Term.

If Landlord enters the Apartment, Landlord will try not to disturb Tenant. Landlord may keep all equipment necessary to make repairs or alterations to the Apartment or Building. Landlord is not responsible for disturbance or damage to Tenant because of performing work or keeping the equipment in the Apartment. Landlord's use of the Apartment does not give Tenant a claim of eviction. Landlord may enter the Apartment to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Apartment: (a) receiver, trustee, assignee for benefit of creditors, (b) sheriff, marshal or court officer, and (c) any person from the fire, police, building, sanitation departments, or other state, city or Federal Government. Landlord has no responsibility for damage or loss as a result of those persons being in the Apartment.

13. CONSTRUCTION OR DEMOLITION:

Construction or demolition may be performed in or near the Building. Even if it interferes with the Tenant's ventilation, view, or enjoyment of the Apartment it shall not affect Tenant's obligations in this Lease.

14. ASSIGNMENT OR SUBLEASE:

Tenant must not assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. If Tenant does, Landlord has the right to cancel this Lease as stated in the Default Section. State law may permit Tenant to assign or sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for the assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Apartment.

15. SUBORDINATION:

This Lease and Tenant's rights are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorized Landlord to sign these certificate(s) for Tenant. Landlord may borrow money from a lender. The lender may request an agreement for changes in this Lease. Tenant must sign the agreement if it does not change the Rent, the Term, or alter the Apartment.

16. TENANT'S CERTIFICATE:

Upon request by Landlord, Tenant shall sign a certificate stating the following: (a) This Lease is in full force and unchanged (or if changed, how it was changed); and (b) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (c) Tenant is fully performing all the terms of this Lease and will continue to do so; and (d) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

17. CONDEMNATION:

If all of the Apartment or Building is taken or condemned by a legal authority, the Term and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord in the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

18. TENANTS DUTY TO OBEY LAWS AND REGULATIONS:

Tenant must, at Tenants expense, promptly comply with all laws, orders, rules, requests, and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenants from any authority or group must be promptly delivered to Landlord. Tenant may not do anything that may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

19. TEARING DOWN THE BUILDING:

If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this Lease by giving six (6) months notice to Tenant. If Landlord gives Tenant such notice and such notice was given to every tenant in the Building, then the Lease will end and Tenant must leave the Apartment at the end of the six months period in the notice.

20. LIABILITY FOR PROPERTY LEFT WITH LANDLORD'S EMPLOYEES:

Landlord's employees are not permitted to drive Tenant's cars or care for Tenant's cars or personal property. Tenant must not leave a car or other personal property with any of Landlord's employees. If Tenant violates this Paragraph, Landlord is not responsible for (a) loss, theft, or damage to the property, and (b) injury caused by the property or its use.

21. ASBESTOS

Tenant acknowledges that the Apartment is in a building built from 1948 to 1952. Some asbestos may have been used during construction or subsequently. Tenant agrees not to disturb any insulation, make unnecessary holes in walls or otherwise cause potential contamination of the apartment or common areas. Tenant will notify Landlord of any such disturbance immediately so that corrective measure can be made according to Standard EPA guidelines. Tenant hereby forever holds Landlord harmless from any liability resulting in exposure to Asbestos materials on the premises.

22. CORRECTING TENANTS DEFAULTS:

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenants expense. Landlord's cost to correct the default shall be added to rent.

23. NOTICES:

Any bill or statement of notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord, it must be mailed to Landlord's address. It will be considered delivered on the day mailed, or if not mailed, when left at the proper address. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenants in the Apartment are required on every notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons.

24. TENANT'S DEFAULT:

A. The following are considered material breaches of the Lease by the Tenant:

- (1) Failure to pay rent or added rent on time.
- (2) Failure to move into Apartment within 15 days after the beginning date of the Term.
- (3) Issuance of a court order under which the Apartment may be taken by another party.
- (4) Tenant's annoyance, harassment or abuse to Landlord's employees and/or agents.
- (5) Improper conduct by Tenant annoying other tenants.
- (6) Failure to comply with any other term or Rule in this Lease.
- (7) Criminal conduct by Tenant on the subject premises.
 - a. The head of household, family members and guests shall refrain from the illegal use and/or possession on Management's property of guns, firearms (operable or inoperable), pellet guns, nunchucks or similar instruments, blackjacks and explosive devices, or any other weapon defined under Section 256.000, Title P, New York Penal Code.
 - b. The head of household, family members and guests shall refrain from the use, sale, and/or possession of illegal drugs as defined by Section 102 of the Controlled Substance Act (21 USC 802) on Management's property.
 - c. The Head of household, family members and guests shall refrain from the commission of any act of physical violence to persons or property on or off the premises.

If Tenant materially breaches the said Lease, Landlord may cancel this Lease by giving Tenant a cancellation notice and a termination date to be five (5) days after the notice is served pursuant to the terms of this Lease. The notice will advise Tenant to vacate the subject premises on the termination date. Tenant must leave the Apartment and give the Landlord the keys on said termination date. If Tenant continues to reside in the Apartment, Tenant will be considered a holdover tenant. As a failure to pay rent or added rent on time, a three- (3) day notice will be given.

- B. If Tenant's application for the Apartment contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice stated in Paragraph 23a.
- C. If (a) the lease is cancelled; or (b) the Tenant abandons the premises; or (c) the Tenant is evicted from the premises, the Tenant will remain liable for all monetary obligations arising under the Lease. The Landlord has no duty to mitigate his damages.

- D. If Landlord takes possession of the Apartment by court order, or under the Lease, Tenant has no right to return to the Apartment,

25. JURY TRIALS AND COUNTERCLAIMS:

Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Apartment. The giving up the right to a Trial by Jury is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

26. BANKRUPTCY, INSOLVENCY:

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against the Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses, and expenses without offset.

27. NO WAIVER:

Landlord's failure to enforce or insist that Tenant comply with a term in this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using the other.

28. ILLEGALITY:

If a term in this Lease is illegal, that term will no longer apply. The rest of this Lease remains in full force.

29. REPRESENTATIONS, CHANGES IN LEASE:

Tenant has read this Lease. All promises made by Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

30. LANDLORD UNABLE TO PERFORM:

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligation affected.

31. LIMIT OF RECOVERY AGAINST LANDLORD:

Tenant is limited to Landlord's interest in the Building for payment of a judgement or other court remedy against Landlord.

32. END OF TERM:

At the end of the Term, Tenant must: leave the Apartment clean, in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday, or Federal holiday, the Term shall end on the prior business day.

33. SPACE "AS IS":

Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair, and takes the Apartment as is. Sizes of rooms stated in brochures or plans of the Building or Apartment are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

34. QUIET ENJOYMENT AND HABITABILITY:

Subject to the terms of this Lease, as long as the Tenant is not in default, Tenant may peaceably and quietly have, hold and enjoy the Apartment for the Term. Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life, or safety.

35. LANDLORDS CONSENT:

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

36. LEASE BINDING ON:

This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

37. LANDLORD:

Landlord means owner, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agents or employees.

38. WAIVER OF RIGHT TO INTERPOSE COUNTERCLAIM:

Tenant gives up any right to interpose a counterclaim or offset in a summary proceeding to recover possession of real property instituted by Landlord.

39. RENEWAL:

If landlord elects to renew this Lease at the end of the initial or then current Term, Landlord shall notify the Tenant in writing by mail at least 30 days prior to the end of the initial or current Term. If either party elects to terminate this Lease at the end of the initial or current Term, said party shall notify the other in writing at least 30 days prior to the end of the initial or current Term.

40. END OF TERM AND HOLDING OVER:

Upon ending of the Term of this Lease, Tenant shall give Landlord at least 30 days notice of their intention to vacate the property. In the event that Tenant remains in possession of the Apartment upon expiration date, this Lease shall renew automatically as a month to month lease at an increased rate of one and one-half times the then ending rental rate. All other terms of the Lease shall remain the same.

41. AUTOMOBILE:

Tenant shall cause all automobiles owned or operated by Tenant or Tenant's guest to be parked only in accordance with such rules as may from time to time be established by Landlord, and only in such spaces as Landlord may from time to time designate. No such automobile shall be parked in the driveways or lanes used for ingress or egress, entrances, service entrances, on the lawns, or crosswalks for the building in which the Apartment is situated. Landlord shall have the right to remove, at Tenant's expense, an automobile owned or operated by Tenant or any other occupant of the Apartment, or the guest of the Tenant, which is abandoned, unsightly, inoperable, or which does not have displayed thereon valid license plates. The word automobile in this paragraph relates to any type of motor vehicle or motorcycle. The parking of any commercial or recreational vehicle shall be at the discretion of the Landlord.

42. ATTORNEY'S FEES AND COSTS:

If Landlord is compelled to incur attorney's fees due to a breach of this Lease, being an eviction proceeding for non-payment of rent or an eviction proceeding for a material breach or breaches of this Lease, or both, or Landlord has to incur attorney's fees in order to collect rent owed or amount of damages for a breach of this Lease, Tenant agrees to pay all reasonable legal fees of the Landlord, and costs and disbursements. These legal fees, costs and disbursements are deemed additional rent.

43. ABANDONED PROPERTY OF TENANT:

If at the end of the term of this Lease, or the Tenant no longer occupies the Apartment before the end of the term of this Lease, any abandoned property of the Tenant the Landlord, at his option, may dispose of that abandoned property that the Landlord deems to be valueless, or store abandoned property for the statutory period and then dispose of said property, at the option of the Landlord. Tenant will reimburse Landlord for any expenses incurred in the storage of said abandoned property, included but not limited to storage space, advertising or other expenses.

44. RENTAL APPLICATION:

Prior to signing this lease, Tenant submitted to Landlord a rental application containing certain information and statements requested by Landlord, which information and statements made by Tenant are hereby incorporated by reference as though fully written herein. Tenant represents and warrants the information and statements made and furnished by Tenant in said rental application are true and complete and Tenant acknowledges Landlord has relied thereon in entering into this Lease. If Landlord shall at any time discover that any information or statement made by Tenant in said application is determined to be false, Landlord shall have the right to terminate this Lease by giving less than three days prior written notice thereof to Tenant.

45. RECYCLING

The Tenant has been advised that the County of Oneida has instituted mandatory recycling of trash effective 7/1/90.

46. PARAGRAPH HEADINGS:

The paragraph headings are for convenience only.

47. RULES:

Tenant must comply with these Rules. Notice of new or changed rules will be given to Tenant. Landlord need not enforce rules against other tenants. Landlord is not liable to Tenant if another tenant violates these rules. Tenant receives no right under these rules:

- (1) The comfort or rights of other tenants must not be interfered with. Annoying sounds, smells and lights are not allowed.
- (2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas. Clothes, linens or rugs may not be aired or dried from the Apartment or on terraces.
- (3) Tenant must give Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.
- (4) Waterbeds or furniture containing liquid are not allowed in the Apartments. Apartment floors must be covered by carpets or rugs.
- (5) Dogs, cats or other animals or pets are not allowed in the Apartment or Building. Feeding of birds or animals from the Apartment, terraces or public areas is not permitted.
- (6) Garbage disposal rules must be followed. Wash lines vents and plumbing fixtures must be used for their intended purpose. Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.
- (7) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.
- (8) Tenant must not allow cleaning of windows or other parts of the Apartment or Building from the outside.
- (9) Tenant shall not work on automobiles in front of their unit.
- (10) Venetian blinds, shades or other window coverings with a white backing are permitted. Sheets, towels or anything of a temporary nature are prohibited.
- (11) Flammable or dangerous things may not be kept or used in the Apartment.
- (12) No tour of the Apartment may be conducted. Auction or tag sales are not permitted in the Apartments. Auctions, tag sales, lawn sales or garage sales are not permitted in the Apartment or on the premises.
- (13) Bicycles, scooters or skateboards may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways.
- (14) No kerosene heaters are to be used on subject premises.
- (15) No trailers, boats or trucks may be parked on the property without the Landlord's consent.

48. COPY OF LEASE:

Tenant acknowledges that upon execution of this Lease, the Landlord has delivered Tenant a copy of the executed Lease.

LANDLORD:

TENANT:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

RENTER'S INSURANCE WAIVER

Address of Apartment/Unit: _____

Apartment/Unit #: _____

Date: _____

I DO NOT wish to obtain Renter's Insurance for my Apartment.

I understand that the Landlord/management of my Apartment complex does not assume any responsibility for my personal belongings. The Landlord/management will not be held liable for any costs that may be incurred relating to the repair, cleaning or replacement of any of my personal belongings particularly in case of insurance loss. I understand that by not choosing to obtain Renter's Insurance, any damages that might occur to my personal belongings are at my own risk.

I understand that I may choose to obtain Renter's Insurance in the future. If this occurs I will notify the Landlord/management of my Apartment complex immediately and provide them with a copy of my policy.

Acknowledged and agreed to:

Tenant

Landlord

Tenant

Date

I have renter's insurance.

My insurance company is: _____

Tenant

Landlord

Tenant

Date



RENTAL RULES

1. PAYMENT OF RENTS

All rents are due and payable on the first day of each month. Rents not paid by the fifth day of the month are assessed a late charge in the amount of fifty dollars (\$50.00). All rents must be paid in full including the last month of occupancy. Rent must be paid by check or money order - NO CASH ACCEPTED.

2. Checks can be made payable to either: Capital Prime Properties Two, Inc. or Mohawk Garden Apartments

3. MAINTENANCE

All calls for repairs or complaints must be made to the office by calling 336-7510. After the office closes or on weekends/holiday, **EMERGENCY REPAIRS should be called directly to maintenance at 796-4789.**

4. RENEWALS

If you intend to vacate at the expiration date of your lease, you must notify the office thirty days in advance.

5. RETURNED CHECK FEES

There will be a thirty dollar (\$30.00) fee for all returned (bounced) checks.

6. FIRE REGULATIONS

All hallways and stairwells are to remain clear from obstruction at all time. Personal property (I.e. bicycles, minibikes, strollers, toys, etc) or trash may not be left in these areas for any reason. Please check your smoke alarms regularly and notify the office if you feel it isn't working.

7. STORAGE BINS

Each apartment is assigned one storage bin, located in the basement of each building for the storage of personal property. Each bin **MUST BE LABELED** with the apartment number. Residents are required to obtain their own locks. The landlord shall NOT be responsible for any losses or damages to residents property located within storage bins.

8. PARKING

Parking lots are not to be used for abandoned or inoperable vehicles. Parking on the grass is NOT allowed for any reason. Please refer to the Lease Agreement for further Parking Rules. Vehicles not conforming to these rules will be fined and if not corrected, towed at the owners expense. **City regulations prohibit parking on Ringdahl Court between 11:00pm and 6:00am when daylight savings time is not in effect.** (snow removal requirements - check the newsletter or Rome Daily Sentinel for exact dates)

9. REMOVAL FOR UNREASONABLE CONDUCT

It is not the intention of the Landlord to restrict your enjoyment of these leased premises. However, if at any time we determine your conduct, the conduct of guests, or other occupants of the leased premises to be disruptive, we may ask that such conduct cease. Televisions, stereos, radios and musical instruments are not to be played at such a volume or time that will annoy other residents. If, after such notice has been given, the conduct continues, then the Landlord shall have the right to terminate this lease by serving a 30 day written notice to vacate the premises.

10. PLUMBING SYSTEM

No grease or food particles are to be washed down the kitchen or bathroom sinks. Only a reasonable amount of standard toilet paper is to be used in the toilets. No children's toys, feminine products, paper towels or other non-biodegradable things should be flushed.

RESIDENT: _____ DATE _____

RESIDENT _____ DATE _____

SECURITY DEPOSIT AGREEMENT

THIS IS NOT A RENT RECEIPT

DATE: _____

Received from _____
\$ _____ Cash _____ Check _____ Money Order _____

As security for apartment located at _____
Rome, NY 13440.

Rental Agent

It is understood and agreed that your security deposit will be process and returned in a timely fashion subject to the following adjustments and conditions:

1. All terms of lease have been fulfilled.
2. 30-Days written notice given landlord prior to lease expiration date.
3. Return check charges, outstanding late charges, or delinquent rent, which remain unsatisfied , will be deducted from the security deposit. The inspection form provided you on move-in will be the basis for any deductions.
4. If there has been no damage to the property at the time of vacating of leased premises beyond normal wear and tear, including without limitation, damage caused by a pet, and that tenant has provided landlord with a signed inspection showing the requirements for work to make the premises available for new rental. The following charges will be deducted from your deposit, if we have to clean:

-
-
- | | |
|--|---|
| a. Refrigerator must be defrosted and clean | \$15.00 - \$30.00 |
| b. Stove top, burners, knobs & broiler pan must be scoured | \$30.00 up to \$50.00 |
| c. Cleaning cupboards in kitchen. If contact paper must be removed, there will be an extra charge based on time and material. | \$25.00 |
| d. All papers, trash, clothes hangers, and food containers removed. | \$35.00 |
| e. Trash Removal - A charge will be levied for non-recyclable items not covered in item (d). These items include, but are not limited to tires, mattresses, and all types of furniture Appliances, old vehicles, etc. The amount of this charge will be based on actual cost of removal. | \$15/per man hour. |
| f. Bathroom fixtures perfectly clean (do not use steel wool or scouring pads) This includes tub enclosure and medicine cabinet. | \$40.00 |
| g. Doors, woodwork, including baseboards, door casings, window sills, the Baseboard heater, and walls must be clean. | \$35.00 |
| h. Floors must be clean. (linoleum - cleaned & washed, carpet - vacuumed & shampooed) | |
| i. Windows must be cleaned on the inside only. | |
| j. Rug burns and stains that cannot be removed will be charged by time and material. These items are covered under repairs in your main lease. | Stain removal & repair cost are based on size and kind. |
| k. Use only finishing nails or regular picture hooks for hanging mirrors, pictures, etc. Do not use adhesive-back hangers and refrain from hanging items from the ceiling without Written permission or aid by the on-site personnel. DO NOT try to repair nail holes; large Holes should be repaired. | |
| l. Excessive odor - needs cleaning | \$60.00 |

Fixtures; damaged Formica countertops, stoves, refrigerators; & removal of
Wallpaper etc will be charged accordingly.

\$15.00 per man hour
Plus materials.

- | | | |
|----|---|---------|
| 5. | Failure to return all keys at the time the premises is vacated | \$25.00 |
| 6. | Failure to return all Parking Permits at the time the premises is vacated | \$30.00 |

A forwarding address must be left with the management office to allow the portion of the security deposit due tenant to be refunded by mail. This payment will be made payable to the signature on the W-9 form. Refunds can not be picked up at the office.

CAPITAL PRIME PROPERTIES TWO INC.

Undersigned agrees that this security deposit may not be used for any months rent and that the full monthly rent will be paid on or before the rental due date of every month, including the last month of occupancy.

Tenant

Tenant

Security Deposit

Date Processed: _____
Date: _____

TENANT'S NAME _____	APT# _____
ADDRESS _____	
Rent Paid Thru _____	Lease Expiration Date: _____
Move-Out Date _____	Date Notice Given _____
Reason for Moving _____	All Keys Returned? _____
Forwarding Address _____	
Remarks _____	(If needed) Collection Status: _____

DEPOSITS

Security Deposit	\$	
Pet Deposit		
Other Deposits		
TOTAL DEPOSITS ►	\$	

DEDUCTIONS

Repairs	\$	
Cleaning		
Utilities		
Keys		
Miscellaneous		
Miscellaneous		
Unpaid Rent		
TOTAL DEDUCTIONS (-) ►	\$	

BALANCE DUE	\$	
--------------------	-----------	--

Mohawk Garden Apartments

105 RINGDAHL COURT
ROME, NEW YORK 13440

TELEPHONE (315) 336-7510
FAX (315) 336-7521

Early Lease Termination Policy

No 30 day notice given & Break lease... Forfeit security & **ONE MONTH'S RENT** & \$150.00

Break lease Forfeit security & **ONE MONTH'S RENT**

No 30 day notice given... \$150.00

Job transfer...60 day notice (refund security)

Buying house...90 day notice (refund security)

**ALL FEES MUST BE IN THE FORM
OF A MONEY ORDER AND ARE
PAYABLE UPON MOVE OUT
INSPECTION AND ALL KEYS ARE
RETURNED**

Tenant:

DATE:

Tenant:

DATE:

ROOMMATE(S) AGREEMENT

I understand that I am under obligation with _____
Apartments for the full term of my lease agreement / lease renewal contract.

I understand that if I wish to move, I am still equally responsible for the lease contract
as that of the remaining roommate still residing in said apartment.

I understand that my name may be removed from the lease agreement only if my
roommate(s) agrees that this acceptable with them.

Remaining roommate(s) must still financially qualify for the apartment and must be pre-
approved by the _____ Apartments Management.

I understand that the initial Security Deposit will remain placed for said apartment and
that if I wish to be refunded any amount or the total, I must arrange payment with the
remaining roommate(s) to be paid by them.

If I wish to move and all is agreed, I understand that I and all roommate(s) must go to
the _____ Apartments Office and make clear the
changes that will be necessary on the lease and sign all proper forms and agreements.

Resident

Date

Resident

Date

Resident

Date

Dear Resident,

To provide a service for you, we will accept package deliveries at the office. Packages may be picked up during office hours. Please understand that we cannot be responsible for lost or stolen articles. Due to severely limited space, packages not picked up within 72 hours of delivery will be returned.

We hope that this service will be helpful to you. Please sign and return this letter to the office. Please be sure to do this as, if this letter is not in your file, we will not be able to accept your packages.

I AUTHORIZE THE STAFF OF MOHAWK GARDEN APARTMENTS
APARTMENT COMMUNITY TO ACCEPT PACKAGES AT THE OFFICE WHEN I
AM NOT AT HOME. I UNDERSTAND THAT THE MANAGEMENT AND
OWNERS HAVE NO RESPONSIBILITY FOR THE CONDITION OF THE GOODS
SHIPPED OR FOR LOST OR STOLEN PROPERTY.

Date

Resident Phone

Resident Name (Print) (1)

Work Phone (1)

Resident Signature (1)

Resident Name (Print) (2)

Work Phone (2)

Resident Signature (2)

Mohawk Garden Apartments

105 RINGDAHL COURT
ROME, NEW YORK 13440

TELEPHONE (315) 336-7510
FAX (315) 336-7521

NEW YORK STATE DEPARTMENT OF CORRECTIONS TRANSFER

Rider to Mohawk Garden Apartment Lease:

It is understood that the Tenant in apartment _____, as a member of the New York State Department of Corrections, is subject to transfer by order of his superiors. Therefore, it is mutually understood and agreed that the Tenant herein may terminate this Lease on furnishing the Landlord, at least 30 days prior to the effective date of such termination, a copy of competent personnel orders amounting to a permanent change of work location from the Rome-Utica, New York area.

Rent shall be paid for the entire calendar month in which the termination becomes effective.

Tenant Signature _____ Date: _____

Tenant Signature _____ Date: _____

Landlord Signature _____ Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
OR									
Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form-W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Pet Addendum

In accordance with the lease agreement dated _____, for Apartment _____ at Mohawk Garden Apartments and subject to conditions stated therein, the manager hereby grants permission to residents only for the pet described below, upon the following terms and conditions.

- Only cats, dogs, small caged animals (birds, gerbils, hamsters, small reptiles) and fish are approved. Caged animals and fish do not need a Pet Addendum. Animals can weigh no more than 25 pounds and a total of 24" in height at full growth.
- Farm animals (pot bellied pigs, etc.), exotic animals or any other animals indicated by law are not permitted to live in our apartment community.
- The pet is a _____ (male / female) (dog / cat), approximately _____ old. The pet is generally described by the following breed, height, weight and physical identifying characteristics:

- Resident hereby represents and warrants that the above described pet has been properly licensed as required by local law and resident agrees to maintain such licensing of the pet and to furnish manager with evidence thereof promptly upon request.
- The pet shall be kept on a leash at all times when outside the apartment within the apartment community. Resident shall not at any time leave the pet on a patio or balcony while away from the apartment. Resident shall promptly collect and remove all pet feces from the grounds of the apartment community. Any pet owner caught not doing so will be fined \$25 per occurrence.
- Resident is required to pay the Owner a \$250 deposit with \$100 being a non-refundable fee securing the resident's performance under this Pet Addendum. A monthly pet rent of \$15 is required in addition to the regular rent payment on the first of each month.

- Resident shall insure that the pet does not at any time disturb any other resident of the apartment community nor damage any property located within the apartment community or in the apartment. If, in the Manager's sole opinion and discretion, the pet has disturbed or is disturbing any other resident or has caused or is causing damage to property in the apartment or within the apartment community, then the resident shall: 1) pay a fine of \$50 per nuisance; and 2) permanently remove the pet from the apartment and the apartment community within 10 days after the written request. Resident's payment for damage caused by the pet shall not entitle the resident to keep the pet. Resident's failure to comply with all other terms of this Pet Addendum shall constitute a default permitting termination of the lease agreement.
- Except for the pet described above, resident shall not keep any pets in the apartment or within the apartment community without management's prior approval and execution of an additional Pet Addendum.
- Resident understands that any Pet Deposits, Pet Fees and Pet Rent are separate and in addition to the Security Deposit and Apartment Rental Fees.
- Resident's failure to comply with the terms and provisions of this Pet Addendum or violation of any stipulations contained in this Pet Addendum shall constitute a default permitting termination of the resident's lease agreement.
- Resident, at their sole cost and expense, shall be responsible and liable for the repair of any and all damage to Resident's unit or any other portion of the apartment community caused by Resident's pet.
- Resident shall indemnify, defend and hold harmless Landlord from and against, and pay, any and all claims, actions, suits, losses, liabilities, judgments, damages, costs and expenses (including attorney's fees) incurred by or commenced against Landlord relating in any ways to Resident's pet.

DATE: _____

RESIDENT: _____

RESIDENT: _____

CO-SIGNER: _____

PROPERTY MANAGER: _____

GARAGE / STORAGE LEASE

Mohawk Garden Apartments
105 Ringdahl Ct.
Rome, NY 13440

This Lease between _____ (“Tenant”) residing at

_____ and Capital Prime Properties Two Inc (“Landlord”). Tenant leases from Landlord, garage # _____ This shall be a 12 month lease with monthly rent payment of \$ _____ due on the 1st of each month. **Landlord shall have the right to restrict access to the garage if any rent remains unpaid for 30 days. Tenant will be allowed access when all arrearage is brought up to date. If the rent remains unpaid for three months or longer, the Landlord reserves the right to remove the contents of the garage and charge the Tenant for storage and/or disposal according to the guidelines outlined by New York State law.**

Tenant agrees to use the premises exclusively for the storage of personal property, merchandise, supplies or other material owned by Tenant and for no other use.

Tenant understands and agrees that the use of electricity for food freezers, refrigerators and other appliances is not allowed. Tenant agrees to keep the immediate premises in good order and to advise Landlord or his agent of any needed maintenance or repairs.

Tenant shall not store any items outside the storage area nor dispose of any trash outside the storage area other than in containers provided by Landlord.

Tenant agrees not to commit a nuisance in or upon said premises so as to substantially interfere with the comfort or safety of occupants of adjacent buildings. Landlord is not responsible for any loss or damage due to fire, theft, water, wind, hurricane or any cause whatsoever to the property of Tenant, nor is Landlord required to carry any insurance to cover same. Tenant, at his own expense, shall obtain his own insurance, if any, to the property stored in said premises, including automobiles and boats. Tenant shall not

sublease said premises without the written consent of Landlord. Tenant may not make any alterations to the premises without the written consent of Landlord. Landlord shall have the right to enter said premises at any time to inspect same, to make repairs or to enforce this lease. Tenant agrees to notify Landlord in writing 15 days in advance of vacating the premises. Tenant agrees that this lease shall be subject and subordinate to any mortgage or mortgages now on said premises, or which Owner of said premises may hereafter at any time elect to place upon said premises. Landlord and Tenant agree that this lease, when filled out and signed, is a binding legal obligation.

Tenant shall not store in the premises any hazardous substance. The term "hazardous substance" means:

- Any substance defined as a "hazardous substance" under CERCLA
- Petroleum, petroleum products, natural gas, natural-gas liquids, liquefied natural gas and synthetic gas
- Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

Landlord may repair at Tenants' expense, any damage to the leased garage caused by Tenant. Tenant shall not be entitled to any rent abatement because of any inconvenience or injury to Tenant or Tenants property caused by the repairs or alterations to the leased Area and Tenant recognizes Landlord has no liability to Tenant for failure to make any repair or alterations to the leased Area.

LEASE BEGIN DATE:

LEASE END DATE:

TENANT: _____

TENANT: _____

ADDRESS: _____

PHONE # _____

Resident's Name _____ Apartment Number 101-4
 Apartment Address _____

LOCATION 

MOVE-IN INSPECTION

Date _____

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

MOVE-OUT INSPECTION

Date _____

The following inspection reveals any damage beyond normal wear and tear to determine the deductions to be made from Resident's security deposit(s):

Living-Dining ▶	_____	_____
	_____ <input type="checkbox"/> OK	Repair Expense \$ _____ <input type="checkbox"/> OK
Kitchen ▶	_____	_____
	_____ <input type="checkbox"/> OK	Repair Expense \$ _____ <input type="checkbox"/> OK
Halls ▶	_____	_____
	_____ <input type="checkbox"/> OK	Repair Expense \$ _____ <input type="checkbox"/> OK
Bedrooms ▶	_____	_____
	_____ <input type="checkbox"/> OK	Repair Expense \$ _____ <input type="checkbox"/> OK
Bathrooms ▶	_____	_____
	_____ <input type="checkbox"/> OK	Repair Expense \$ _____ <input type="checkbox"/> OK
Outside ▶	_____	_____
	_____ <input type="checkbox"/> OK	Repair Expense \$ _____ <input type="checkbox"/> OK
Basement Garage ▶	_____	_____
	_____ <input type="checkbox"/> OK	Repair Expense \$ _____ <input type="checkbox"/> OK

NOTICE: The Resident shall be responsible for the condition of this apartment "AS IS," and any damage beyond normal wear and tear will be paid for at resident's expense.

Date Vacated _____
 All Keys Returned? _____
 Parking Permit Returned? _____
 Forwarding Address _____

 Total Repair Expense \$ _____

MOVE-IN INSPECTION RESULTS HEREBY ACCEPTED:

Resident _____
 Resident _____
 Manager/Agent _____

MOVE-OUT INSPECTION RESULTS HEREBY ACCEPTED:

Resident _____
 Resident _____
 Manager/Agent _____

Signature Waived by Resident