

## LEASE ADDENDUM

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Property Address

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Date Lease commences

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Owner

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Resident

1. Residents understand and agree that they are renting the property in an “as is” condition and that no further cosmetic work is scheduled at the property. By signing the Lease, residents agree that the property is in a clean and well-maintained condition inside and outside and are prohibited from making requests for further cosmetic work to be performed.
2. The established rental rate at the property has been determined based on the property’s condition at the time it was put on the market: therefore requests by resident for improvements to the property may result in the owner/owner’s agent requesting additional rent on a monthly basis.
3. Rent is due on the first of the month. If not **IN OUR HANDS** by the 5th, it is subject to all late fees as outlined on the Lease. Management reserves the right to refuse rents not including late fees. **THERE IS NO GRACE PERIOD.** Should it be necessary to prepare a (5 day) delinquency notice, resident will be assessed a \$35.00 processing fee in addition to late charges accrued. These notices are prepared and mailed on the 6th day of the month.
4. Unless otherwise noted within the Lease, Tenant **HAS NOT** paid the last months rent. Security deposit is held through the lease to insure tenants compliance with all terms and conditions of the lease. **THIS IS NOT A LAST MONTH’S RENT.** Should cleaning and/or pet deposit be insufficient to cover related expenses at the end of resident’s occupancy, the security deposit may also be used to cover these expenses.
5. Guardian Realty and Management, Inc. office hours are 9:00 to 5:00 Monday through Friday. We employ a 24-hour answering service for **EMERGENCIES ONLY.** Whenever possible, we attend to maintenance requests during normal business hours.
6. The tenant agrees to pay for any service call requested by the tenant where the serviceman finds nothing wrong, such as a tripped breaker switch or lighting a pilot light where corrective maintenance is not needed. If a tenant misses an appointment scheduled in advance with a vendor, then tenant will be responsible for any trip charge incurred from vendor and will be payable with the following month’s rent.
7. Inspections by owner/agent will be done by appointment during normal business hours. The purpose of the inspection is three-fold:
  - a. Look for items needing routine maintenance
  - b. To assure the owner that the home is being cared for properly
  - c. For tenant to report needs they are experiencing
8. Unless otherwise specified herein, yard and/or pool maintenance is the responsibility of the resident. At anytime that the owner/agent determines that the yard and/or pool is not being maintained to an acceptable standard, the owner/agent could make a written demand for a remedy within five (5) days. If after five days a remedy has not occurred owner/agent can hire professional yard/pool personnel and their charges will attach to the tenants next rent due. The tenant agrees to always maintain the inside and outside of the property clean and presentable. The tenant agrees to water and maintain the existing shrubs, trees, and ornamental plants, and to trim, fertilize and weed as necessary so that the grounds will appear well cared for. If the premises has a sprinkler system and/or automated watering system that becomes inoperative for any reason, the tenant is responsible for watering until the system can be repaired. In the event that any grass, plants, or vegetation is damaged due to the lack of sufficient watering all cost incurred in replacing damaged vegetation or grass can be deducted from the security deposit or charged as damage to be paid immediately by the tenant as additional rent, at the Landlord’s option.
9. All penalties and fees assessed by the homeowner’s association for tenant breaches of the rules and regulations is the responsibility of the tenant. Non-compliance will be a breach of this agreement.
10. All glass breakage, door and screen damage shall be the full responsibility of the tenant to repair or replace in a timely manner, or tenant will be in violation of this agreement.
11. Guardian Realty and Management, Inc. frequently cooperates with other Realtors in the leasing of our properties. Therefore, tenants are cautioned strongly against relying on the verbal representations of agents. The written Lease will be the guide used towards arbitrating any disagreements. We assume no responsibility for the verbal representations of agents who are not licensed with Guardian Management Services, Inc.
12. Owner/agent carries no insurance on the property which protects the resident’s personal belongings. Residents are encouraged to secure insurance from a reputable agency to provide whatever coverage they desire.
13. By signing this Lease, tenants are entering into a legal contract for a specific period of time. **UNDER NO CIRCUMSTANCES SHOULD THE TENANT ASK TO BE OR EXPECT TO BE RELEASED FROM THEIR FULL RESPONSIBILITY UNDER THIS LEASE.** All tenants are responsible to the full extent of the law. Neither a job transfer nor the purchase of a new home is an acceptable reason to terminate this Lease early.

- 14. Resident acknowledges that they have 10 days from the date of occupancy to provide owner/agent with a written list of defects at the property at the time of move-in. Such list must be postmarked no later than the 10th day after lease commencement to be accepted. Tenants failure to do so may result in tenant being held responsible for any damages to the property.
- 15. Resident is responsible to report to owner/agent whenever a smoke alarm or carbon monoxide detector (gas properties only) is missing from the property. Resident assumes responsibility to notify owner/agent whenever an electric smoke alarm is not working properly. Resident assumes full responsibility for maintaining and changing batteries in battery operated fire alarms and carbon monoxide detectors.
- 16. \_\_\_\_\_ Tenant acknowledges that the locks being used to secure the residence have been used prior to Tenant occupying premises and understands that Landlord is not responsible for injury or harm to the tenant or occupants or property contained in the residence which may result from any person gaining access to the premises using a key previously obtained from the management company, the owner or any other source.  
 \_\_\_\_\_ Tenant agrees to pay for the cost of re-keying the residence thereby enhancing tenant security and safety.
- 17. **ENTIRE SECURITY DEPOSIT WILL BE FORFEITED IF ANY UNAUTHORIZED PETS ARE AT PROPERTY.**
- 18. **ADMINISTRATIVE FEE:** If tenant vacates the property and violates lease by leaving the property in a condition requiring repairs or service, the tenant will be charged an additional administrative fee equal to 20% of the total cost of repairs and services performed, to help defray Landlord's additional administration costs. Tenant understands and agrees that this administration fee is reasonable forecast of just compensation for the harm and damages that is caused to the Landlord when the tenant vacates the premises in a condition that requires repairs and cleaning. Tenant understands and agrees that such repairs are incapable or very difficult of accurate estimation.

\_\_\_\_\_  
 Resident Date

\_\_\_\_\_  
 Owner/Agent for Owner Date

\_\_\_\_\_  
 Resident Date