

Sulgrave Regency Homeowner Association

Lease Approval Package

The Association requires that any owner desiring to lease out their condominium unit must receive approval from the Board of Directors prior to the execution of the lease between Owner and Lessee(s).

This package includes all the documents that you need to request approval.

The attached documents need to be completed and returned to the management office at least ten (10) days prior to scheduled move-in date of your lessee.

1. Lease Application. All lessees residing in unit must complete the attached application regardless of age or financial commitment. One application per person.
2. Background Check Fee. A check made payable to "Sulgrave Regency HOA" in the amount of \$40.00 times the number of lessees residing in the unit above the age of 18. Management will obtain a credit report and background investigation check on these individuals and deliver the report to the Board.
3. Approval of the Board of Directors prior to the Execution of the lease (Please allow 10 days)
4. Lease. Sulgrave Regency Uniform Lease Agreement signed by Owner and all lessees residing in the unit above the age of 18. A copy of the lease is attached. No changes to the lease are permitted.
5. Lease Riders. Owners are required to have the following riders attached:
 - Lead Based Paint Disclosure Form
 - Signed Receipt of Lead-Based Paint Summary Report s]dated July 15, 2003
 - (List all Riders)
6. Rules and Regulations. Lessee must sign the attached Community Guidelines Policy
7. Once written approval is received , the tenant is required to meet with Joan Rolleg, Executive Property Manager to receive their move-in package and schedule a move-in date.
8. Please return the package as soon as you can since it takes up to ten (10) business days for the approval process.
9. Note: Lessee will not be permitted to move in until written approval from the board of Directors has been received.

LEASE OF SULGRAVE REGENCY CONDOMINIUM UNIT

Representations, Changes in Lease. Tenant (hereafter referred to as “Resident”) has read this Lease. All promises made by the 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.

Agreement to Lease the Unit. The Condominium Owner (hereafter referred to as “Landlord”) and Resident agree to lease the Unit and Landlord’s interest in the Common Elements located in the Condominium at: Sulgrave Regency Condominiums, 121 W 48 Street, Kansas City, Mo 64112 (premises).

LANDLORD(Condominium Owner)

RESIDENT (Tenant Leasing the Condominium)

Address for Notices

Unit Number

These premises include all leased areas inside the condominium unit but do not include patio, balcony, and exterior of building or other common areas. Due to safety and cosmetic requirements, the Condominium unit’s patio and balcony are a part of the property’s common area. Resident may however place furniture on the patio or balcony area. No other items may be placed outside the Condominium unit on the exterior of the building, patio or balcony or other common area without prior written consent of the Board of Directors.

Garage space number

If a space is included in this Lease, the fee that Resident must pay Landlord, if any, appears above. It is payable as added rent. The number of the garage space will appear in the box. If a garage space number does not appear Resident states that no garage space is leased to Resident.

Storage Locker Number

Bank

Lease date	Term	Yearly Rent	\$
Beginning		Monthly Rent	\$
Ending		Security	\$
Resident’s Renters Insurance			
Name of Agent			
Address of Agent			
Phone Number of Agent		Insurance \$	_____

Name of Declaration of Condominium:

Name of Condominium:

Management Company: J. Jay Miller and Associates, Inc. (Signature Property Management)

Definitions

1(a) Whenever used in this lease, the following terms will have these meanings:

1. "The Association" shall mean the Sulgrave Regency Condominium Association, Inc.
2. "The Board of Directors" shall mean the Board of Directors of the Sulgrave Regency Condominium Association, Inc.
3. "The Bylaws" shall mean the Bylaws of the Sulgrave Regency Condominium Association, Inc.
4. "The Declarations" shall mean the Declarations of the Sulgrave Regency Condominium.
5. "Loud or excessive noise" shall have its ordinary and customary meaning but shall specifically include any sound or noise in violation of the Ordinances of the City of Kansas City, Missouri or any noise audible in another Unit between the hours of 11:00 p.m. and 6:00 a.m.
6. "The Rules and Regulations" shall mean the Rules and Regulations of Sulgrave Regency Condominium.

1(b). Lease is subject and subordinate. This Lease is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration establishing a Plan for Condominium Landlordship of the Premises and (B) Powers of Attorney, if any, granted to the Board of Directors, leases, agreements, mortgages, renewals, modifications, consolidations, replacement and extensions to which the Declaration or the Unit are presently or may in the future be subject. Resident shall not perform any act, or fail to perform an act, if the performance or failure to perform would be a violation of or default in the Declaration or a document referred to in (B). Resident shall not exercise any right or privilege under this Lease, the performance of which would be a default in or violation of the Declaration or a document referred to in subdivision (B). Resident must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Resident authorizes Landlord to sign these certificate(s) for Resident. Resident acknowledges that Resident had the opportunity to read the Declaration of Condominium Landlordship for the Condominium, including the By-Laws, Resident agrees to observe and be bound by all the terms contained in it which apply to the occupant or user of the Unit or a user of Condominium common areas and facilities. Resident agrees to observe all of the Rules and Regulations of the Association and Board of Directors.

2. Lender Changes. Landlord may borrow money from a lender who may request an agreement for changes in this Lease. Resident agrees to sign the agreement if it does not change the rent or the Term, and does not alter the Unit.

3. Use. The Unit must be used only as a private residence and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Unit.

4. Rent, Added Rent

A. Rent: For the use and availability of the Condominium identified above, Resident shall pay Rent to the Landlord in the amount of «SPELLAMT» Dollars (\$«RENTAMT») monthly; Plus (\$«PARKINGAMT») for parking; Plus (\$«STORAGEAMT») for storage; Plus «SPELLPLUSAMT» (\$«PLUSAMT») for «FOR» and shall pay as additional Rent the late charges and return check charges described in Item 2 below. All such "Rent" shall be due and payable in advance without notice or demand on or before the first (1st) day of each month, subject to pro-ratio on a daily basis for any partial month(s) during this lease term. Rent shall be delivered to the following address:

The Manager's Office 121West 48th Street, Kansas City, MO 64112 Total: \$ «TOTALMONTHLY»

- B. The rent payment for each month must be made on the first day of the month at the following address:
() Landlords Address
() Management Office **121West 48th Street, Kansas City, MO 64112**
- C. Landlord's address. Landlord not need give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Resident (Resident) signs the Lease. Resident (Resident) may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent". This added rent is payable as rent, together with the next monthly rent due.
- D. If Resident (Resident) fails to pay the added rent on time, Landlord shall have the same rights against Resident (Resident)'s convenience only. If Resident (Resident) defaults, Landlord may give notice to Resident (Resident) that Resident (Resident) may no longer pay rent in installments. The entire rent for the remaining part of the Resident (Resident) will then be due and payable.

- E. This Lease and the obligation of Resident (Resident) to pay rent and perform all the agreements on the part of Resident (Resident) to be performed shall not be affected, impaired or excused, nor shall there be any apportionment or abatement of rent for any reason including, but not limited to, damage to the Unit or inability to use the Common Elements.
- F. **Utilities.** Resident shall pay and arrange for service for all utilities and services to the Condominium, including related deposits and charges on utility bills, except the utilities and/or services listed below (for which Landlord agrees to Pay); Water, Cooling, Heating, Sewer, and Trash disposal.
- G. **Security Deposit.** On or before this Lease is signed, Resident also shall deposit with Landlord a Security Deposit in the sum of «SPELLDAMT» Dollars (\$«DEPOSITAMT») as security for the payment of Rent and performance of all covenants and obligations under this lease. «ONFILE». This amount does not include a non-refundable administrative fee of \$200.00.
- H. **Pet Deposit.** In addition to the Security Deposit, Resident shall deposit with Landlord upon execution of this lease a deposit in the amount of (\$«PETDEPOSITAMT») Dollars which sum represents a Pet Deposit as security against damage caused by Residents pet (\$«PETNONREFUND»), of the pet deposit is non-refundable. The only pets permitted to be kept by Resident in the Condominium Community are the following: «TYPEOFPET».
- I. **Attached Agreements.** The attached General Provision of the Condominium Lease, together with the following other attached agreements, are hereby incorporate as integral part of this lease:
 («RULESANDREG») Rules and Regulations, («PETAGREE») Pet Agreement,(«PARKINGAGREE») Parking Agreement, («RENTERSINS») Renter’s Insurance,
 («PKGRELEASE») Package Release, («LOCKOUT»)Lockout Addendum, («SMOKEDETECTOR») Smoke Detector Agreement, («ACCESSCARD») Access Card Agreement, («OTHERX») Other (specify): «SPELLOUTOTHER»

THE PARTIES have signed this Lease on date shown below their signature. All adult residents must sign this Lease.

Resident(s) _____

Landlord (Landlord of Condominium) _____

Approval by Sulgrave Regency Condominium Association _____ (Director)

Agent for Landlord _____ Date _____

- 5. **Landlord and Association is not Liable to Resident if Access Denied.** Resident acknowledges that resident has read Lease, Declaration, the Bylaws and Rules and Regulation of the Association and Resident agrees that Resident may be denied access to the common elements of the building including the parking garage, fitness center, chef’s kitchen, business office, conference rooms and ballroom including all controlled access doors and/or other entrances to the building to residents or non-residents who violate the Lease, Declaration, the Bylaws or Rules and Regulation.
- 6. **Availability.** If the Resident is unable to enter into or occupy the condominium at the time as set forth above for the reason that the said premises are not ready for occupancy by reason of holding over by previous occupant or for any other cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable for damages to the Resident, but during any such period during which Landlord has not delivered the premises to Resident, the rental accruing during such period shall be abated. If the Landlord is not able to deliver possession of the above set out premises to the resident within (30) days of the date of commencement of this Lease, the Resident may cancel and terminate this Lease and monies deposited shall be returned to Resident. In any event, the Landlord shall use diligence in having the premises available for the Resident at the commencement of this Lease as above set out.
- 7. **Security Deposit.** The Security Deposit is to be considered as security for the payment and performance by Resident of the obligations, covenants, conditions and agreements contained in this Lease. The Security Deposit is not prepaid rent or a trust or escrow of any kind, and may be commingled with Landlord’s other accounts. Resident agrees that Landlord shall have the right, without affecting any other remedies afforded to Landlord under this Lease or applicable law, to apply all or part of the Security Deposit to payment for

restoration caused by Resident's extraordinary wear and tear or damage to the Condominium, building in which the Condominium is located ("Building") or any portion of the Condominium Community; to delinquent Rent, late charges or the cost of utilities; or to satisfy termination fees or any other obligations for which Resident is responsible under this Lease. If during the term of this Lease Landlord applies all or a substantial portion of the Security Deposit in such manner, then Landlord may require that Resident restore the Security Deposit up to the full amount originally specified in Section XII of the Special Provisions within five (5) days of receipt of the written demand from Landlord. Within thirty (30) days after termination of this Lease, Landlord shall refund to Resident the Security Deposit (without interest), or the balance Landlord then holds, after deduction for the foregoing permitted charges. Landlord shall have the right to transfer the Security Deposit to a new Landlord of the Building or Condominium Community in the event the same is sold.

- 8. Late Charges and Returned Checks.** (a) If all required Rent is not received by Landlord on or before the fifth (5th) day of any month during the Lease term, in addition to the rent, Resident further agrees to pay and reimburse Landlord Five Percent (5 %) of one month's rent **plus** Five Dollars (\$5.00) for each day the delinquency continues, beginning on the first (1st) day of the month in which the delinquency initially occurs. This late charge is intended to offset Landlord's unanticipated administrative costs associated with delinquencies, including, but not limited to, additional personal contacts, notices and other correspondence with Resident and contacts with credit reporting agencies, investigators, collection agencies and legal counsel. Nothing contained in this Section, however, shall affect any other rights of Landlord contained in this Lease to recover certain costs and expenses in connection with the occurrence of a default under this Lease nor shall payment of the late charges be deemed a cure of any default under of this Lease nor shall acceptance by Landlord of such payment be deemed a waiver of any rights Landlord may have to pursue any remedies for a default by Resident under this Lease.(b)In the event Resident delivers to Landlord a check that is returned for insufficient funds or for any other reason, Landlord may demand and Resident immediately shall deliver to Landlord a certified bank check, cashier's check or money order for the full amount of the accrued Rent, plus late charges to the date of payment, together with a returned check charge of Thirty Dollars (\$30.00) for each returned check.
- 9. Utilities.** Resident shall use the available utility services only for normal household purposes and shall not waste or abuse any utility or other service. Resident shall comply with all laws, ordinances, rules, regulations and guidelines of applicable governmental and utility regulatory authorities regarding the use of such services, including, without limitation, standards relating to water and energy conservation, recycling and disposal of consumer products, packaging, by-products and other materials. Resident shall not allow the electricity to be disconnected for any reason (including, without limitation, nonpayment of utility bills) until the end of this Lease term. In any event, Landlord shall not be liable for any damage which may result from any failure or operation of such utilities or the equipment in which such utilities are used or from the temporary disruption of utility services regardless of whether or not the Landlord is supplying such utilities. Toilets, drains and other plumbing devices shall not be used for any purposes other than those for which they were designed and no improper articles shall be placed therein.
- 10. Acceptance of Premises.** By accepting keys to the Condominium, Resident (i) agrees that the Condominium, the Building and the Condominium Community, as well as all fixtures and equipment therein, are in good and satisfactory order and repair, except as Resident has indicated in writing to Landlord upon receiving the keys; (ii) hereby accepts the Condominium in its current condition, "as is;" and (iii) affirms that no promises have been made by Landlord to decorate, paint, alter, repair or improve the Condominium in any way except as set forth in this Lease. Upon delivery of possession, Landlord's agent and Resident shall jointly inventory premises on a Move-In Checklist. The Move-In Checklist detailing condition of premises and furnishings or appliances shall be completed and signed by both parties. The Resident shall be given a copy of the Move-in Checklist.
- 11. Automobiles.** The use or storage of Resident's or any other person's automobile whether or not parked or being driven in or about the Building parking area or garages, if any, shall at all times be at the sole risk of Resident. Should any employee of the Condominium assist Resident or take part in the parking, moving or handling of Resident's or any other person's automobile or other property given to the custody of any employee for any reason whatsoever, that employee is considered the agent of Resident or such other

person and not of Landlord, the Condominium, the Board of Directors or the Association and none of them shall be liable to Resident or to any other person for the acts or omission of any employee or for the loss of or damage to the automobile or any of its contents. Any vehicle or personal property belonging to Resident, which in the opinion of Landlord, the Association or Board of Directors is considered abandoned, shall be removed by Resident within 1 day after delivery of written notice to Resident. If Resident does not remove it, Landlord or the Association may remove the property from the area at Resident's cost.

12. **Lawful Use of Premises.** Resident shall use and occupy the Condominium only as a private residence and not for commercial, office or any other use. Resident and any occupants of the Condominium and their visitors, guests and invitees shall comply with all applicable federal, state and local laws and regulations, including, without limitation, zoning laws, building and occupancy codes, nuisance ordinances, "disturbing the peace" ordinances, environmental regulations and laws relating to the sale or use of illegal drugs or other controlled substances (collectively, "Laws"). In any event, Resident shall indemnify and hold Landlord and the Management Company harmless from all costs and expenses (including, but not limited to, reasonable attorneys' fees) that may be incurred as a result of any activities in violation of any Laws, by Resident or any occupants of the Condominium or their visitors, guests, invitees, agents or contractors on or about the Condominium Community. No one except Resident and Resident's minor children may reside in the Condominium for more than seven (7) consecutive calendar days or more than fourteen (14) calendar days in any month, unless approved in writing by Landlord. Each and every adult resident of the Condominium must personally sign this Lease as a condition for continued occupancy of the Condominium, unless Landlord otherwise waives this requirement in writing with respect to a particular adult.
13. **Playground, Pool, Parking Recreation Areas and other Condominium Amenities.** If there is a playground, pool, parking or recreation area, or other common area amenities, Landlord may give Resident permission to use them. If Landlord gives permission, Resident will use the area at Resident's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Resident permission.
14. **Voting.** This Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not include the transfer or exchange of any voting rights nor is it to be construed as reducing Landlord's sole right to vote without restriction, with respect to any matter related to the Unit.
15. **Terraces and balconies.** The Unit may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Unit. The Landlord may make special rules for the terrace and balcony. Landlord will notify Resident on such rules. Resident must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Resident may not keep plants, or install a fence or any addition on the terrace or balcony. If Resident does, Landlord has the right to remove and store them at Resident's expense
16. **Pets.** Unless permitted under the Community Rules, Resident shall keep no domestic or other animals in or about the Condominium or the premises of the Condominium Community without the prior, express written consent of Landlord. Any pets allowed hereunder shall not be permitted anywhere in the Condominium Community (except in the Condominium) without a leash or similar confinement. Landlord shall have the right to apply all of the Pet Deposit to repair any damage done to the Condominium, the Building or any part of the Condominium Community because of such pet. Landlord shall hold and refund the refundable portion of the Pet Deposit (without interest) on the same terms as the Security Deposit.
17. **Resident's duty to obey laws and regulations.** Resident must, at Resident's expense, promptly comply with all laws, orders, rules, requests and directions, of all governmental authorities, Landlord's insurers, Association, Board, Board of Directors, Fire Underwriters, or similar groups. Notices received by Resident from any authority or group must be promptly delivered to Landlord and the Association. Resident will not do anything which may increase Landlord's or the Association's insurance premiums. If Resident does, Resident must pay the increase in premiums as added rent.

18. **Rules and Regulations.** Resident agrees that Resident and all the occupants, family members, visitors, guest and invitees of the Condominium at all times shall observe and abide by the Rules and Regulations and to all other such Rules and Regulations adopted from time to time by Landlord. The Association, Board of Directors or Landlord may revise and amend the Rules and Regulations from time to time. In such event, the Association shall distribute or otherwise make copies available to Resident. Resident understands and agrees that Landlord or Association may suspend or revoke the privileges of Resident (or those persons using the facilities under or through Resident) to use any recreational or other facility within the building or Condominium Community if resident (or such persons) violate the Rules and Regulations, without termination or otherwise affecting this Lease. Resident shall not cause or permit any loud or excessive noise or do any other act to disturb other occupants in the Building or Condominium Community.
19. **Maintenance of the Condominium.** Resident shall take good care of the Condominium, equipment and fixtures therein as well as any appurtenances, shall maintain them in good order and in a clean and sanitary condition, and shall return them upon expiration or termination of this Lease in as good condition as when received, ordinary wear and tear excepted. Resident shall comply with any written instructions concerning the use, operation or maintenance of any equipment or fixtures given by Landlord. Landlord may repair or replace any damage to the Condominium, the Building or Condominium Community, including fixtures or equipment, caused by Resident or any occupants of the Condominium or their visitors, guests, invitees, agents or contractors. If Resident fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent. Subject to Resident's obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreement) to maintain the Unit, or repair any damage to it, except where caused in whole or in part by the act, failure to act, or negligence of Resident, or Resident's licensees, invitees, guests, contractors or agents. Resident must give Landlord prompt notice of required repairs or replacements.
20. **Insurance; Security.** Resident agrees that personal injury to, and damage to the personal property of, Resident and occupants of the Condominium and their guests, invitees or uninvited visitors is not insured by Landlord, and Landlord assumes no liability for such damage or loss. **Resident shall acquire, at Resident's cost and expense, a renter's hazard and liability policy or policies of insurance.** Waterbed insurance is required. Landlord shall not be responsible for personal injury or loss of food, clothing, furniture or any of Resident's other possessions in the event of appliance failure, loss of utility service, fire or other casualty, water damage of any kind, whether from flooding, roof leaks, bursting pipes, plumbing stoppages, back-ups or overflows or other events. In no event shall Landlord be responsible for theft, vandalism or mysterious disappearance of Resident's property regardless of the state of security of the Condominium Community. Resident understands that Landlord provides no private security of any kind. Resident accepts full responsibility for security of the Condominium and agrees to take appropriate precautions and advise Landlord and the Police Department in writing of any unsafe conditions or suspicious behavior on or about the Building or Condominium Community, including, without limitation, malfunctioning smoke detectors, fire alarms, locks, lighting and other safety devices.
21. **Fire, accident, defects, damage.** Resident must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Unit cannot be used because of fire or other casualty, Resident is not required to pay rent for the time the Unit is unusable. If part of the Unit cannot be used, Resident must pay rent for the usable part. Landlord shall have the right to decide which part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be repaired. Landlord is not required to arrange for the repair or replacement of any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor or supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Resident or guests of Resident, or at the time of the fire or casualty Resident is in default in any term of this Lease, then all repairs will be made at Resident's expense and Resident must pay the full rent with no adjustment. The cost of the repairs will be added rent. If there is more than minor damage to the Unit by fire or other casualty, Landlord may cancel this Lease within 30 days after that fire or casualty by giving notice. This Lease will end 30 days after Landlord's cancellation notice to Resident. Resident must deliver the Unit to Landlord on or before the

cancellation date in the notice or pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to arrange for the repair of the Unit. The cancellation does not release the Resident of liability in connection with the fire or casualty. This Section, when permitted, is intended to replace the terms of applicable statutory law. Resident has not right to cancel this Lease due to fire or casualty.

22. **No liability.** Neither Landlord, the Association, nor Board of Directors is liable or responsible for (a) loss, theft, misappropriations or damage to the personal property, or (b) injury caused by the property or its use. Landlord, the Board of Directors, the Association and their respective agents, contractors and employees, shall not be liable for, injury to any person, or for property damage sustained by Resident, its licensees, invitees, guests, contractors and agents, or by any other person for any reason except for negligence of Landlord, the Board of Directors or the Association. Resident agrees to protect, indemnify and save harmless Landlord, the Board of Directors, and the Association from all losses, costs, or damages suffered by reason of any act or other occurrence which causes injury to any person or property and is related in any way to the use of the Unit.
23. **No Affirmative Obligations of Landlord.** Landlord is not obligated to provide or render any services whatsoever to the Resident or perform any affirmative obligations under the terms of this Lease. Landlord is not liable for damages or otherwise in the Resident suffers them as a result of any act committed or omitted to be performed by the Association, Board of Directors, or any other party. Landlord shall not be liable to Resident, its successors, assigns or sub-Residents with respect to any of the affirmative obligations to be performed by any third party including the Association or Board of Directors under the Declaration and Landlord is released from liability. Resident must continue to pay all rent and added rent as required under the terms of this Lease in spite of any failure of performance. None of the terms of this Lease shall in any way be affected as a result of that failure. Landlord will use its reasonable efforts (provided to no expense to Landlord) in demanding the performance by the party obligated, of its obligations under the applicable agreement including any obligations to provide services. Resident agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities or demands arising from the Declaration or other agreement related to any act, omission or negligence of Resident.
24. **Alterations.** Resident must take good care of the Unit, equipment and fixtures in it. Resident must, at Resident's cost make all repairs and replacements whenever the need results from Resident's act or neglect. If Resident fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent. Subject to Resident's obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreement) to maintain the Unit, or repair any damage to it, except where caused in whole or in part by the act, failure to act, or negligence of Resident, or Resident's licensees, invitees, guests, contractors or agents. Resident must give Landlord prompt notice of required repairs or replacements. Resident must obtain Landlord's prior written consent to install any paneling, flooring, "built ins", partitions, railings or make alterations or to paint or wallpaper the Unit. Resident must change the plumbing, ventilating, and air conditioning, electric or heating systems. If consent is given the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Unit at the end of the Term. Landlord has the right to demand that Resident 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. Resident shall comply with the demand at Resident's own cost. Landlord is not required to do or pay for any work unless stated in this Lease. If a Mechanic's Lien is filed on the Unit or building for Resident's failure to pay for alterations or installations in the Unit, Resident must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien immediately, if Resident fails to do so within 20 days after Resident is given notice about the Lien, Landlord's costs shall be added rent.
25. **Construction or Demolition.** Construction or demolition may be performed in or near the Building. Even if it interferes with Resident's ventilation, view or enjoyment of the Unit it shall not affect Resident's obligations in this Lease.
26. **Entry by Landlord or Authorized Parties.** Landlord or parties authorized by Landlord or Association may enter the Unit at reasonable hours to: repair, inspect, exterminate, install or work on systems and cause

performance of other work that Landlord decides is necessary. At reasonable hours Landlord may show the Unit to possible buyers, lenders or Residents. If Landlord enters the Unit, Landlord will try not to disturb Resident. Landlord may cause to be kept in the Unit all equipment necessary to make repairs or alterations to the Unit or Building. Landlord is not responsible for disturbance or damage to Resident because of work being performed on or equipment kept in the unit. Landlord's or the Association's use of the Unit does not give Resident as claim or eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building. Landlord has the right at any time to permit the following people into the Unit: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer, and (iii) any person from the fire, police, building, or sanitation departments or other state, city or federal government and (iv) the Association, Board of Directors and any other party permitted or authorized by the Declaration or Management Agreement covering the Unit or Condominium. Landlord has no responsibility for damage or loss as a result of those persons being in the Unit.

27. **Surrender of Condominium.** Upon expiration or termination of this Lease, Resident and all occupants of the Condominium shall immediately and peaceably vacate and yield possession of the Condominium and all appurtenances to Landlord in as good and rentable condition as when Resident first moved in, ordinary wear and tear excepted, and shall remove all furnishings and personal property there from. Any and all items remaining in the Condominium or appurtenances beyond the expiration or termination date shall be deemed abandoned and shall become the property of the Landlord, who may sell or otherwise dispose of the same and retain any and all proceeds.
28. **Condemnation.** If all or part of the Building or Unit is taken or condemned by a legal authority, Landlord may, on notice to Resident, cancel the Term. If Landlord cancels, Resident's rights shall end as of the date the authority takes title to the Unit or Building. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Resident must deliver the Unit to Landlord together with all the rent due to that date. The entire award for any taking including the portion for fixture and equipment belongings to Landlord, Resident gives Landlord any interest Resident may have to any part of the award. Resident shall make no claim for the value of the remaining part of the Term.
29. **Indemnity.** Resident agrees to indemnify Landlord, the Association, and its officers, employees, contractors and agents, from and against any claims, actions, liability and expenses in connection with bodily injury or loss of life and property damage arising out of any occurrence in, upon or from the use or occupancy of the Condominium or its appurtenances by Resident or any occupant, guest, invitee, visitor, contractor or agent of Resident, except to the extent (if any) that the damage is caused by the willful or negligent act of Landlord, or any employee, agent or contractor of Landlord. All other provisions of this Lease notwithstanding, Landlord shall not be liable or responsible for bodily injury, loss of life, property damage or other loss arising from the willful or negligent act or omission of Resident or any occupant, guest, invitee, visitor, contractor or agent of Resident or of any other person, resident or occupant of the Building or Condominium Community.
30. **Notices.** Any bill, statement or notice must be in writing. If to Resident, it must be delivered or mailed to the Resident at the Unit. If to Landlord or Association, it must be mailed to Landlord's or Association's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must notify Resident if Landlord's address is changed. The signatures of all Residents in the Unit are required on every notice by Resident. Notice by Landlord to one named person shall be as though given to all those persons. Each party shall accept notices of the other.
31. **Liability for Damage.** Resident shall be responsible for all damage to the Condominium, Building and Condominium Community, including any recreational equipment, property and other facilities, caused by Resident or any occupants, invitees, guests, visitors, contractors, agents or pets of Resident, and nothing in this Lease shall be construed to limit Landlord's or Association's right to bring any legal action at law or in equity against them or to collect from Resident the costs of all necessary repairs or replacements relating thereto. Landlord or Association is not liable for loss, expense, or damage to any person or property, unless due to Landlord's or Association's negligence.

Landlord or Association is not liable to Resident if anyone is not permitted or is refused entry into the Building. Resident must pay for damages suffered and money spent by Landlord or Association relating to any claim arising from any act or neglect of Resident. If any action is brought against Landlord or Association arising from Resident's act or neglect Resident shall defend Landlord or Association at Resident's expense with an attorney of Landlord's or Association's choice.

32. Resident's Default. Landlord must give Resident notice of default. The following are defaults and must be cured by Resident within the time stated:

- (1) Failure to pay rent or added rent on time, 3 days.
 - (2) Failure to move into the Unit within 15 days after the beginning date of the Term, 5 days.
 - (3) Issuance of a court order under which the Unit may be taken by another party, 5 days.
 - (4) Failure to perform any term in another lease between Landlord and Resident (e.g., garage lease), 5 days
 - (5) Improper conduct by Resident annoying other Residents, 3 days.
 - (6) Failure to comply with any other term or Rule in the Lease, 5 days.
- A. If Resident fails to cure in the time stated, Landlord may cancel the Lease by giving Resident a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Resident must leave the Unit and give Landlord the keys on or before the cancellation date. Resident continues to be responsible as stated in this Lease.
- B. If Resident's application for the Unit contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Notice Section.
- C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Resident vacates the Unit, Landlord may in addition to other remedies take any of the following steps: (a) Use dispossession, eviction or other lawsuit method to take back the Unit, (b) To the extent permitted by law, enter the Unit and remove Resident and any person or property.
- D. If this Lease is cancelled, or Landlord takes back the Unit, the following takes place:
- (1) Rent and added rent for the unexpired Term becomes due and payable. Resident must also pay Landlord's expenses as stated in Paragraph 23. D(3).
 - (2) Landlord may re-rent the Unit and everything in it. The re-renting may be for any Term, Landlord may charge any rent or no rent and give allowances to the new Resident. Landlord may, at Resident's expense, do any work Landlord feels is needed to put the Unit in good repair and prepare it for renting. Resident remains liable and is not released in any manner.
 - (3) Any rent received by Landlord for the re-renting shall be used to pay Landlord's expenses and second to pay any amounts Resident owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, broker fees, cleaning and repairing costs, decorating costs and advertising costs.
 - (4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Resident is not entitled to any excess of rents collected over the rent paid by Resident to Landlord under this Lease.
 - (5) If Landlord re-rents the Unit combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next Resident, other than the monthly rent, shall be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. Landlord has no duty to re-rent the Unit. If Landlord does re-rent, the fact that all or part of the next Resident's rent is not collected does not affect Resident's liability. Landlord has no duty to collect the next Resident's rent. Resident must continue to pay rent, damages, losses and expenses without offset.
- E. If Landlord takes possession of the Unit by Court order, or under the Lease, Resident has no right to return to the Unit.
- F. **Correcting Resident's default.** If Resident fails to correct a default after notice from Landlord, Landlord may correct it at Resident's expense. Landlord's cost to correct the default shall be added rent.

33. **No Assignment or Sublease.** Resident must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit. If Resident does, Landlord has the right to cancel the Lease as stated in the Default section. Resident must get Landlord's written permission each time Resident wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Resident remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or sub-Resident. The amount accepted will be credited toward rent due from Resident. The assignee or sub-Resident does not become Landlord's Resident. Resident is responsible for acts of any person in the Unit.
34. **Landlord's Expenses.** If Landlord employs an attorney, collection agency, investigator, cleaning company, exterminator, plumber or contractor of any kind in connection with the enforcement or remedy of any provision of this Lease, or if Landlord incurs any expenses in the exercise of rights hereunder, to the extent permitted by applicable law, Resident agrees to pay all such expenses and charges, including (without limitation) court costs and reasonable attorney's fees, in addition to the late charges and returned check charges payable pursuant to Section 2 of these General Provisions.
35. **No Accord and Satisfaction.** No payment by Resident or acceptance of payment by Landlord shall modify or have any effect upon the amount of the monthly Rent and other charges reserved herein. Nor shall any endorsement or statement on any check or in any accompanying letter be deemed to reduce or modify Resident's obligation to pay the full Rent and other charges due under this Lease or constitute an accord and satisfaction. All payments made and money received under this Lease shall be applied first on account of the earliest obligations for Rent or other charges.
36. **Bankruptcy, Insolvency.** If (1) Resident assigns property for the benefit of creditors, (2) Resident files a voluntary petition or an involuntary petition is filed against Resident under any bankruptcy or insolvency law, or (3) a trustee or receiver of Resident or Resident's property is appointed, Landlord may give Resident 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Resident must continue to pay rent, damages, loses and expenses without offset.
37. **Waiver.** Landlord's or Association's failure to enforce, or insist that Resident comply with a term in this Lease is not a waiver of Landlord's rights. The rights and remedies of Landlord and Association are separate and in addition to each other. The choice of one does not prevent Landlord or Association from using another.
38. **Consent to Service.** Resident agrees that any action brought in connection with this Lease may be filed in any court of competent jurisdiction in the county and state where the Condominium is located. Resident hereby appoints Landlord as Resident's agent for the purpose of accepting service of any process, pleadings, complaints or orders within or outside the state, subject only to the condition that Landlord shall promptly send notice thereof to Resident in the manner provided below.
39. **Resident's Certificate.** Upon request by Landlord, Resident shall sign a certificate stating the following: (1) This Lease is in full force and unchangeable (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Resident has no claim against Landlord; and (3) Resident is fully performing all of the terms of the Lease and will continue to do so; and (4) Rent and added rent have been paid to date. The certificate shall be addressed to the party Landlord chooses.
40. **Relationship of the Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties other than the relationship of Landlord and resident.
41. **Successors and Assigns.** All covenants, terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Landlord and Resident (Resident).
42. **General.** The laws of the state where the Condominium is located shall govern this Lease. This is the entire agreement and understanding between Landlord and Resident, and all prior agreements,

correspondence and oral conversations are merged into and incorporated as part of this Lease. No separate agreements or oral promises have been made. Each clause, sentence and paragraph of this Lease represents an independent promise and agreement of the parties which severable from all others and shall be enforceable individually and without regard to any other clause, sentence or paragraph in this Lease or any subsequent agreement. This Lease shall not be modified or amended except by a written agreement signed by Landlord and Resident. In interpreting this Lease, the plural number shall be deemed to include the singular and vice versa, and references to any one gender shall include any other gender wherever the context requires. The captions of the Sections of these General Provisions are for reference and convenience only and shall not be used to construe any provision of this Lease. Each and every Resident named in Section VIII of the Special Provisions shall be jointly and severally liable for the payment of Rent and performance of all the covenants contained in this Lease. Any notice, permission or request to or from one Resident shall be deemed to be to or from every Resident. Landlord may issue one check for the balance of any Security Deposit or refund of other moneys hereunder, payable to each Resident jointly, and may mail or deliver such check to one Resident only. Landlord shall have the right to assign its rights under this Lease or to change management companies in its sole discretion. The breach of this Lease by any Resident or occupant of the Condominium or their guests, invitees or visitors shall constitute a breach by every Resident in any event. TIME IS OF THE ESSENCE OF THIS LEASE.

43. **Jury trial and Counterclaims.** Landlord and Resident 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 Unit. The giving up of the right to a Jury Trial 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. Resident gives up any right to bring a counterclaim or set-off in any action by Landlord against Resident on any matter directly or indirectly related to this Lease.
44. **Illegality.** If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.
45. **Inability to perform.** If due to labor trouble, government order, lack of supply, Resident's act or neglect or any other cause not fully within the Association's reasonable control, the Association, or Board of Directors is delayed or unable to carry out any of their respective obligations, requirements, promises or agreements, if any, this Lease shall not be ended or Resident's obligations affected in any manner.
46. **Limit of recovery against Landlord.** Resident is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.
47. **End of term.** At the end of the Term, Resident must leave the Unit clean and in good condition, subject to ordinary wear and tear; remove all of Resident's property and all Resident's installations and decorations; repair all damages to the Unit and Building caused by moving and restore the Unit to its condition at the beginning of the Term, if the last day of the Term is on a Saturday, Sunday or State or Federal holiday the term shall end on the prior business day.
48. **Space "as is".** Resident has inspected the Unit and Building. Resident states that they are in good order and repair and takes the Unit as is. Sizes of rooms stated in brochures or plans of the Building or Unit 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.
49. **Quiet enjoyment.** Subject to the terms of this Lease, as long as Resident is not in default Resident may peaceably and quietly have, hold, and enjoy the Unit for the Term.
50. **Landlord's Consent.** If Resident requires Landlord's consent to any act and such consent is not given, Resident's only right to ask the Court to force Landlord to give consent. Resident agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.
51. **Lease binding.** This Lease is binding on Landlord and Resident and their heirs, distributes, executors, administrators, successors and lawful assigns.

52. **Landlord.** Landlord means the Owner and Landlord of the Unit, Landlord's obligations end when Landlord's interest in the Unit is transferred. Any acts Landlord may be may be performed by Landlord's agents.
53. **Broker.** If the name of a Broker appears in the box at the top of the first page of this Lease, Resident states that this is the only Broker that showed the Unit to Resident. If a Broker's name does not appear Resident states that no agent or broker showed Resident the Unit. Resident will pay Landlord any money Landlord may spend if either statement is incorrect.
54. **Paragraph headings.** The paragraph headings are for convenience only.
55. **Signatures, Effective Date** Landlord and Resident have signed this Lease as of the above date. It is effective when Landlord delivers to Resident a copy signed by all parties.

SIGNATURE OF RESIDENT

Date

SIGNATURE OF RESIDENT

Date

SIGNATURE OF LANDLORD

Date

APPROVAL OF CONDOMINIUM ASSOCIATION

Date

Lead-Based Paint Addendum (Government Required)

This addendum to lease agreement (this addendum) dated _____ Is made by and between Sulgrave/Regency Condominiums (Owner) _____ and (Leasee) _____

- A. Owner and Resident have executed a certain lease agreement dated _____ to _____ (The Lease) for the lease of certain real property commonly known as _____ in the Condominium Complex know as _____, Kansas City, MO 64112 (the "Premises"); and
- B. Owner is required, by certain regulations of the Department of Housing Urban Development and the Environmental Protection Agency, to disclose the presence of known lead-based paint or lead-based paint hazards in certain residential housing (24 CFR Part 35 and 40 CFR Part 745) (the Regulations). Furthermore, Owner is required by the Regulations to provide the lead warning statement set forth below and a copy of the EPA Pamphlet Protect your Family from Lead in Your Home EPA Doc. No. 747-K-94-001 (the Pamphlet).
- C. The following is the Lead Warning Statement required by the Regulations:

Housing built before 1978 may contain lead-based 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. Resident must also receive a federally approved pamphlet on lead poisoning prevention.

- 1. **Lead Warning Statement** Resident acknowledges that Resident has reviewed and understands the Lead Warning Statement set forth in Paragraph 1 (C) above.
- 2. **Owner's Disclosure** In accordance with the Regulations, Owner discloses to Resident the following:
 - (A) Presence of lead-based paint and/or lead-based paint hazards
 - (i) _____ Known lead based paint and/or lead based paint hazards are present in the premises (explain).

 - (ii) X Owner has no knowledge of lead-based paint and/or lead-based hazards in the premises.
 - (B) Records and reports available to Owner:
 - (i) _____ Owner has provided Resident with all available records and reports pertaining to base paint hazards in the premises.
 - (ii) X Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises.
- 3. **Resident's Acknowledgement** (initial (A) or (B) below.) Resident acknowledges the following:
 - (A) _____ Resident has received copies of all information, records and reports, if any identified in subsections 2(A) and 2(B) listed above.
 - (B) X Resident has received a copy of the pamphlet.
- 4. **Agent's Acknowledgment** Owner and Resident acknowledge that no Agent was involved in this transaction. As used herein,
- 5. (Agent) means any party who enters into a contract with Owner, including any party who has entered into a contract with a representative of Owner, for the purpose of leasing the Premises.

IN WITNESS WHEREOF, Owner, Resident and Agent have reviewed the information above, certify to the best of their knowledge that the information provided by each party is true and accurate, and have executed this addendum as of the dates set forth opposite their names below.

J. Jay Miller & Associates, Inc. Management Company

Date executed: _____ By: _____
J. Jay Miller & Associates, Inc. Management Company AGENT FOR OWNER

Date executed: _____ Owner: _____

Date executed: _____ Resident: _____

Date executed: _____

Date executed: _____

PET ADDENDUM

In connection with that certain Lease Agreement dated _____, for Condominium _____, at _____ Condominium Community, in Kansas City, Missouri, and subject to conditions stated therein, Manager hereby grants permission for Resident to keep, in Resident's Condominium only, the pet described below upon the following terms and conditions:

- 1. The pet's name is _____ and which is a (Sex): _____ and is approximately _____ years old.
2. The pet is generally described by the following breed, height, weight (under 25 lbs.), and physically identifying characteristics; X

- 3. Resident hereby represents and warrants that the above-described pet has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the pet and to furnish Manager with evidence thereof promptly upon request.
4. The pet shall be kept on a leash at all times when outside the Condominium and inside the Condominium Community. The pet shall not be exercised inside the Condominium Community except in designated areas, if any. Resident shall not at any time leave the pet on a patio or balcony while away from the Condominium. Resident shall promptly collect and remove all pet defecations from the grounds of the Apartment Community.
5. Resident has hereby paid to Manager \$-0- as an additional fee securing Resident's performance under this Pet Addendum and the Lease Agreement. \$X of said fee is refundable. Manager may deduct from the refundable portion of the fee all costs and expenses incurred by Management in repairing all damages caused by the pet and any other damages resulting from a breach of this Pet Addendum or the Lease Agreement.
6. Resident shall pay a monthly pet charge of \$20.00 per pet on the same date on which Condominium rent is due.
7. Resident shall insure that the pet does not at any time disturb any other resident of the Condominium Community nor damage any property located in the Condominium or in the Condominium Community. If, in 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 Condominium or Condominium Community then Resident shall permanently remove the pet from Condominium and the Condominium Community within ten (10) days after written request. Resident's payment for damage caused by the pet shall not entitle the Resident to keep the pet. Resident's failure to permanently remove the pet as provided above or failure to comply with all other terms of this Pet Addendum shall constitute a default permitting termination of the Lease Agreement.
8. Except for the pet described above, Resident shall not keep any pets in the Condominium or within the Condominium Community without Owner's prior execution of an additional Pet Addendum.
9. Resident's failure to comply with the terms and provisions of this Pet Addendum or violation of any representation or assurance contained in this Pet Addendum shall constitute a default permitting termination of the Lease Agreement.

Dated: _____

Agent For Landlord: _____

Resident: _____

Resident: _____

RENTERS INSURANCE

Date: _____

Condominium Number: _____

Resident (s) Name: _____

Renters insurance is very important to anyone who is renting. It is relatively inexpensive and is a valuable asset if anything were to happen in your home or to someone in your home. The community is not responsible for those damages caused by your neighbors or yourself. Damages caused by flooding or fire are covered under your renters insurance.

Please initial:

I have been informed of renters insurance and I have it or I will be purchasing it. _____

A copy of your renter's insurance policy will be required.

Please Sign: _____

PACKAGE RELEASE FORM

Date: _____

Condominium number: _____

Management will accept U.P.S., U.S. mail, Federal Express and any other packages at the receiving desk. However, we ask that you pick up the packages within 48 hours. The office or carrier will notify you when a package has been delivered for you.

MANAGEMENT WILL NOT BE RESPONSIBLE FOR MISSING OR DAMAGED PACKAGES!

Resident

Resident

Agent for the Owner

I authorize management to place packages inside my home. Failure to sign below would force return of any items after 48 hours to sender unless prior arrangements are made.

Resident

Resident

GRILL GUIDELINES

Date: _____

Condominium Number: _____

You may have a gas grill on your patio/balcony. We do request that you are mindful of your neighbors and not let high flames occur. Also, use caution around any window coverings that the wind might catch and pull out to the open door and catch fire. Do not leave your condominium with burning coals unattended. Caution is always the best plan when dealing with open flames or hot coals. We do appreciate your cooperation.

Resident: _____

Resident: _____

Agent For The Owner: _____

LOCK OUT ADDENDUM

Date: _____

Condominium number: _____

If at any time during office hours you find that you are locked out of your home, you may come to the office and we will provide you with a key. This key will only be provided to persons on the lease. A photo ID is required at that time.

If you find that you are locked out of your home after office hours, please go to the receiving desk and a key will be provided. Once again, a photo ID must be presented prior to a key being released.

If at any time you should need your locks changed there will be a \$45.00 lock charge fee.

Resident:

Resident: _____

Agent for the Owner: _____

Smoke Detector Agreement

Date: _____

Condominium number: _____

The undersigned owner / agent and resident for the above Condominium acknowledge and certify that prior to commencement of the lease term and prior to occupancy (1) owner / agent has informed resident that the smoke detector has been checked by owner / agent and determined to be operational. (2) Owner / agent has asked resident to verify that smoke detector is operational. (3) Resident has checked and verified smoke detector to be in proper working condition. (4) Resident has received written instructions on how to properly maintain smoke detector. (5) Any maintenance during the initial and all the successive uninterrupted lease terms to maintain such smoke detector in proper working condition is the responsibility of the resident.

A fire extinguisher that is operational has been provided in the above referenced apartment.

MAINTENANCE OF THE SMOKE DETECTOR

Push the red button and hold for five (5) seconds, alarm will sound. If alarm is not audible immediately, report this information to the leasing office.

This _____

Resident: _____

The undersigned owner / agent certifies that the above residential unit at the above address is in compliance with city ordinance for smoke detectors, as amended.

Agent for the Owner: _____

Date: _____

SATELLITE DISH AND ANTENNA

ADDENDUM TO CONDOMINIUM RENTAL AGREEMENT

Date: _____
Condominium Number: _____

This Addendum to Condominium Rental Agreement (“Addendum”) made this _____, between _____, J. Jay Miller & Associates, Inc. (Hereinafter called “Management”), doing business as _____ (the “Premises”) and _____ (hereinafter called “Resident”), is hereby made a part of that certain Condominium Rental Agreement between Management and Resident dated _____. (“Rental Agreement”).

Prior to Resident installing a Satellite Dish in Condominium _____ (the “Condominium”) located on the Premises the Resident agrees to follow the following:

1. Resident acknowledges that Management may reasonably restrict the location of the Satellite Dish based on safety concerns and on the determination that the installation will damage the Premises beyond normal wear and tear. Resident shall abide by the Satellite Dish Policy (the “Policy”) attached to this addendum, which Policy is incorporated into this Addendum by reference. If Resident fails to abide by this Addendum or Policy, Resident shall be in default of the Rental Agreement or available at law.
2. Resident fully understands that: (a) the location, installation, and use of a Satellite Dish may involve risks and dangers of material damage to the Premises, its residents and guests, including, but not limited to, damage by the Satellite Dish’s accidental or intentional detachment, displacement or improper installation whether caused by the Resident’s own actions or negligence or by third parties’ actions or negligence, (b) there may be other risks and social or economic losses either not known to Resident or not readily foreseeable at this time (collectively, the “Risks”). Resident fully accepts and assumes all such Risks and all responsibility for all losses, costs, and damages which may incur as a result of such Risks.
3. For any damage to the Premises beyond normal wear and tear, and for any injury, property damage, or loss of any nature resulting from the Risks associated with the Satellite Dish, Resident and Resident’s heirs, administrators or executors, does hereby and forever WAIVE, RELEASE, and DISCHARGE any and all rights and claims for any expenses, damages, or other losses that Resident may have or that may hereinafter accrue, and hold against Management, its affiliates, agents, successors, or representatives. Resident further agrees to indemnify, save and hold Management, its affiliates, agents, successors, or representatives harmless as the result of any claims or damages arising from the installation, location, and use of the Satellite Dish and its associated Risks.
4. Resident agrees to purchase and maintain in full force complete liability insurance to cover any and all damage (both physical property damage and personal injury) that may be caused by the Risks associated with the Satellite Dish, including sufficient insurance to cover the indemnities set forth in this Addendum.
5. Resident agrees and warrants that Resident will regularly maintain, inspect, and repair the Satellite Dish and keep it in good working order and appearance.
6. If any provision of this Addendum, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Addendum shall remain in full force and effect. If the FCC ruling set forth in the Policy shall be determined to be invalid or otherwise ineffective. Management reserves the rights upon thirty (30) days notice require the Resident remove the Satellite Dish.

Resident(s):

Management:

J. J. MILLER & ASSOCIATES INC. as agent for:

POOL RULES AND REGULATIONS

Date: _____

Condominium number: _____

1. The pool will be open daily from 6:00 am to 10:00 pm. Your cooperation with these hours, especially the closing hour, will be appreciated.
2. The swimming pool area is designed for the enjoyment of residents of The Sulgrave/Regency. Non-residents are permitted to use the pool as guests of a resident. An adult member of the resident's family must be present throughout his/her guest's stay. Guests are limited to two per resident family.
3. Children under 12 years of age are not permitted in the pool area unless accompanied for the entire time by an adult member of the resident family.
4. Residents will be responsible for the conduct of their guests. A high standard of conduct must be maintained in the pool area at all times.
5. All containers brought into the pool area must be of an unbreakable type. Glass containers are prohibited.
6. All swimmers must wear appropriate robes and footwear when going to or leaving the pool area. Please use the Service Elevator.
7. All swimmers must dry off before leaving the pool area, to prevent dripping in the corridor and elevator.
8. The resident must comply with all rules posted pertaining to the use of the pool and adjoining facilities.
9. The owners, _____ and its agents shall not be liable to the resident for his invitees for personal injuries or property damage from any cause including, but not limited to, the swimming pool and adjoining facilities.

Please Remember! These rules are made to insure your safety and comfort and for your enjoyment and benefit of the pool.

By so signing you agree to abide by all of the listed rules and regulations and agree to hold the owners, _____, and Sulgrave/Regency Condominiums and its agents J. Jay Miller & Associates, Inc. harmless against any said liability.

Resident's Signature

Resident's Signature