106 Tugger Trail ● Nicholasville, KY ● 40356

(859) 429-3118 | GalusRealty@gmail.com

# **LEASE AGREEMENT**

# WITNESSETH

THIS LEASE AGREEMENT ("Lease" or "lease") is entered into between <u>Galus Realty, LLC</u> ("Landlord" or "Management") and <u>Name</u> ("Tenant or Tenants").

1.	<b>PREMISES:</b> For good consideration, Landlord leases to Tenant the following real property ("Premises" or "premises") located at: <u>Address.</u>
2.	<ul> <li>TERM: This lease shall be for a term on TWELVE (12) full months.</li> <li>a. Commencing on the 1<sup>st</sup> day of, 2018</li> <li>b. Ending of the 31<sup>st</sup> day of, 2019</li> <li>i. Tenants agree to vacate the premises and deliver possession of the premises to Galus Realty, LLC no later than 3:00 p.m. on the expiration date.</li> </ul>
3.	<ul> <li>a. In the event occupancy begins on a day other than the 1<sup>st</sup> day of a calendar month, there will be a prorated rent due until the 1<sup>st</sup> day of the following month and then your 12-month lease period begins. <ol> <li>i. Per day: \$ X days</li> <li>ii. Total sum: \$</li> </ol> </li> <li>b. Prorated Rent Formula: The prorated rent will be calculated by the monthly rent amount divided by 30 days. (Monthly Rent/30 days)</li> </ul>
4.	a. Payable in 12 monthly installments of \$ b. Tenant agrees to pay the TOTAL SUM of \$ c. Rental payments are due and payable on or before the 1st of each month. d. Time is of the essence regarding all payments and obligations on the part of the Tenants.
5.	<ul> <li>a. Rent shall be payable on or before the first (1<sup>st</sup>) day of each month in the form of online rent payments at <a href="www.cozy.co">www.cozy.co</a> or one monthly check, money order, certified cashier's check rather than multiple checks (<i>cash cannot be accepted because of insurance concerns</i>) without demand or notice and shall be payable to Galus Realty, LLC at:</li> </ul>
	Galus Realty, LLC 106 Tugger Trail Nicholasville, KY 40356 Check Memo: <u>Your Property Address</u>

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# **b. PENALTIES**

i. If rent is not received on or before the first (1<sup>st</sup>) day of each month, the Tenant is in default of this said lease. Tenant will be delinquent and Galus Realty, LLC is under no duty whatsoever to accept any tender of late payment and acceptance of late or partial payments would be solely within the management discretion. If Tenant(s) do not pay all rent due before 11:59pm on the first (1<sup>st</sup>) day of the month an initial late charge of \$55.00 and a \$10.00 per day thereafter until paid in full.

## c. APPLICATION OF FUNDS

i. Regardless of any notation on a check, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including, but not limited to, late charges, returned check charges, repairs, brokerage fees, periodic utilities, pet charges, and then to rent.

# d. TERMINATION

i. If payment including any late fees is not made with seven (7) days of delivery of written notice, management may take appropriate action to recover possession of said premises. All notices shall be in writing and delivered either by regular mail, registered or certified mail or hand delivered to Tenants residence.

#### 6. RETURNED CHECKS

**a.** There will be a charge of **\$50.00 for each returned check** by the banking institution for insufficient funds or for any other reason. Plus, initial and daily late charges will be charged from date due until Management receives acceptable payment. If a check is returned from the banking institution, Management has the option to require all future payments to be made only by certified check, money order, or cashier's check.

## 7. LEASE AND DAMAGE DEPOSIT

- a. On or before execution of this Lease, Tenant(s) will pay a security deposit to Galus Realty, LLC in the amount of \$\_\_\_\_\_ of which (25% \$\_\_\_\_\_\_ is non-refundable) to guarantee the performance of each and every obligation and promise made by Tenant(s) in this Lease.
- **b.** Landlord shall be entitled to apply the Lease/Damage Deposit in payment for Tenant(s) breach of any obligation under this Lease.
- c. No portion of the said Lease/Damage Deposit may be applied as rent by Tenant(s) as and for payment of any rent or fees due to Landlord.
- **d.** Should Tenant(s) be responsible for damage and/or loss of value to the Premises greater than the value of the Lease/Damage Deposit, Tenant(s) agrees to make payment to Landlord for such loss within fourteen (14) days after presentation of a bill of said damage and/or loss.
- **e.** All unpaid expenses will be reported to the credit bureau and referred to our debt collection department.

Lease/Damage Deposit or any balance thereof due to Tenant(s) shall be refunded within thirty (30) days after the move-out inspection provided **NO DAMAGE OCCURS**, the Premises are left clean, all keys and garage door openers are retuned and all conditions described in the Lease and Lease and Damage Deposit Agreement are satisfied, and all the terms of this Lease have been fulfilled. Said Lease/Damage Deposit is being held at <u>Capital One 360 Account #XXXXY9019</u> under Galus Realty, LLC Escrow Account. Tenant(s) shall submit to

Landlord a **forwarding address before vacating** the Premises for the purpose of returning any due amounts of the Lease/Damage Deposit.

Lease/Damage Deposit refund will be by one check jointly payable to all Tenant(s); the check and any deductions itemizations will be mailed to one Tenant.

#### 8. RENEWAL TERM

- a. Either party may terminate this Agreement at the end of the initial term by giving the other party a sixty (60) day written notice prior to the end of the term. If no notice is given and resident does not renew lease agreement, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The modified Lease will begin on the expiration date of said Lease without the necessity of Tenant(s) signature. Rent during the Month-to-Month Term will increase the monthly rent by \$150.00 per month.
- **b.** Verbal notice of termination is not sufficient under any circumstances.

# 9. PET FEE (Non-Refundable)

**a.** If a pet is approved in writing by Landlord with a Pet Agreement Addendum and before the pet occupies the premises, Tenant will pay a one-time pet fee of \$300.00 per pet. The pet fee is not refundable, even if the pet is removed.

## **10. PETS**

- **a.** Unless the parties agree otherwise in writing with a Pet Agreement Addendum, Tenant may not permit, even temporarily, any pet on the Premises (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). If Landlord allows a pet, Tenant must execute a separate Pet Agreement Addendum for a specific pet and pay a one-time non-refundable pet fee per pet.
- **b.** If Tenant or any guest of Tenant violates this Paragraph; Landlord may take all or any of the following actions:
  - i. Declare Tenant to be in default of this Lease, charge Tenant, as additional rent, an initial amount of \$300.00 and \$5.00 per day thereafter per pet for each day Tenant violates the pet restrictions. These extra charges are not refundable.
  - **ii.** Remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet; and
  - **iii.** Charge to Tenant the Landlord's cost to:
    - **1.** Remove any unauthorized pet;
    - 2. Exterminate the Premises for fleas and other insects;
    - 3. Clean and deodorize the Premises' carpets and drapes; and
    - **4.** Repair any damage to the Premises caused by the unauthorized pet.
    - 5. Tenant agrees to keep the lawn and shrub areas free of animal feces which essentially means that the Tenant shall pick up all animal feces daily. If Landlord occasionally visits the area and animal feces is found, the Landlord may elect to clean it up and charge the Tenant \$50.00 for each occurrence; or landlord may hire a "pooper scooper" vendor and Tenant shall reimburse Landlord for all charges within 15 days of invoice to Tenant.
    - **6.** When taking any action under this Paragraph, Landlord will not be liable for any harm, injury, death, or sickness to any pet.

#### 11. UTILITIES

- a. Tenant will put into their name and pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises (for example, electricity, gas, propane, water, wastewater, garbage, telephone, alarm monitoring systems, cable, Internet connections, and in the US Post Office for shared mailbox communities). Amounts under this paragraph are payable directly by the Tenant to the service providers. If Tenant does not put utilities into their name before 11:59 P.M. on the second day of Lease term, Landlord will charge Tenant actual usage charges plus \$50.00.
- **b.** Tenant must, at a minimum, keep the following utilities on, if applicable, at all times this Lease is in effect: electricity; water; gas; wastewater; and garbage services.

Utility	Provider	Phone#
Electric:	Kentucky Utilities	(859) 255-2100
Gas:	Columbia Gas	(859) 288-0215
Propane:	Southern States	(859) 255-7524
Water:	Kentucky American Water Co	(859) 269-2386
Wastewater:	LexServe	(888) 987-8111
Cable TV/Internet:	Spectrum (formerly TWC/Insight)	(859) 514-1400
US Mail:	US Post Office	(859) 231-6722
Trash/recycle (Thursday)	Lexington-Fayette Urban Co Govt.	(859) 425-2255

To save using DIECTV please follow the steps below:

- 1. Call 1-855-273-2857
  - a. Tell them you are being referred
- 2. Give them this number: 58392936
- 3. You will SAVE \$10/month for 10 months.



# Here's how you get \$100 Sirecty



- 1. CALL 1.855.273.2857 or VISIT directy.com/friend/AENC0EQR11U
- 2. GIVE FRIEND'S ACCOUNT NUMBER 58392936
- 3. YOU GET \$100 In bill credits
- **c.** Landlord shall not be liable for any claim of damages or charges of any kind whatsoever in the event of interruption of supply of water, heat, electric current, gas service, or refrigeration occasioned by failure or power supply, nonpayment by Tenant, or any other cause beyond the control of the Landlord. This includes refrigerator failure.

## 12. USE AND OCCUPANCY

- **a.** Occupants: The Premises may be used as a private residence only and the number of occupants is (2) adults and (0) Children whose names appear on the last page of this lease agreement.
- **b.** Phone Numbers: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) within 5 days after a change.
- c. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Premises, if any. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant. Tenant will pay Landlord the fine plus a \$25.00

- **handling fee** to be invoiced by Landlord to Tenant and payable within 30 days. A 2% monthly fee with be charged per month after the 30 days. Rules can be found online or calling the HOA.
- **d.** Prohibitions: Unless otherwise authorized by this Lease, Tenant may not install or permit any of the following on the Premises, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums.
- **e.** Tenant may not permit any part of the Premises to be used for:
  - i. any activity which is a nuisance, offensive, noisy, or dangerous;
  - ii. the repair of any vehicle;
  - iii. any business of any type, including, but not limited to, child care;
  - **iv.** any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant;
  - **v.** any illegal or unlawful activity; or activity that obstructs, interferes with, or infringes on the rights of other persons near the Premises.
- **f.** Guests: Tenant may not permit any guest to stay on the Premises longer than the amount of time permitted by any owners' association rule or restrictive covenant or 15 days without Landlord's written permission, whichever is less.
- **g.** Common Areas: Landlord is not obligated to pay any user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).
- **h.** NON-SMOKING, **SMOKE-FREE Premises**. Smoking of any kind is not permitted in the interior of the Premises in any room or the garage. Any smoking must be conducted outside of the Premises and all litter shall be safeguarded and cleaned.

## 13. PARKING RULES

- **a.** All vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Premises must be parked in the designated parking areas only acceptable by the HOA and Landlord.
- **b.** Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or the HOA.
- **c.** Tenant may not store or permit any person to store any vehicles on the Premises or on the street in front of the Premises. In accordance with applicable state and local laws, Landlord may have towed without notice, at Tenant's expense: (a) Any inoperative vehicle on, or on the street in front of, the Premises; (b) Any vehicle parked in violation of this paragraph or any additional parking rules made part of this Lease; or (c) Any vehicle parked in violation of any law, local ordinance, or owners' association rule.
- **d.** Inoperable vehicles cannot be stored on the premises.
- **e.** Violators of these parking rules or the laws governing parking may be evicted.
- **f.** Parking code violation fees and expenses shall be paid by the Tenant.

# 14. ACCESS BY LANDLORD

- **a.** Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Premises during the term of this Lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Premises and use the photographs or images in any advertisements to lease or sell the Premises.
- **b.** Access: Landlord or Landlord's representatives shall have the right to enter the Premises after reasonable attempt to contact Tenant and at reasonable times in order to:

- **i.** Survey or review the condition of the Premises and take photographs to document the condition;
- **ii.** Show the Premises to prospective Tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents; and/or
- iii. Leave written notices.
- **iv.** Perform routine periodic maintenance at Landlord's discretion (Quarterly air filter change, 6-month preventative maintenance, etc.)

However, Landlord's representatives may enter the Premises at reasonable times without notice to:

- i. Make repairs including emergency repairs.
- ii. Exercise a contractual or statutory lien.
- **d.** Trip Charges: If Landlord or Landlord's representatives have made prior arrangements with Tenant to access the Premises and are denied or are not able to access the Premises because of Tenant's failure to make the Premises accessible, Landlord may charge Tenant the actual trip charged by Landlord's representative **plus 20% or \$50.00 whichever is greater**.
- **e.** Keybox: Tenant authorizes Landlord and Landlord's representative to place on the Premises a keybox containing a key to the Premises (a) During a reasonable period of ongoing maintenance or repair work; and (b) During the last 60 days of this lease or any renewal or extension; and (c) At any time Landlord lists the Premises for sale. Neither Landlord nor Landlord's representatives are responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord or Landlord's representatives.

## 15. YARD MAINTENANCE

<b>a.</b> Tenant, a	at Tenant's ex	(pense, must	perform all	vard	l maintenance a	nd maintain ti	ne vard:
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X	Tenant(s) shall be responsible for all Yard Maintenance,
	Including mowing the yard
	Landlord shall be responsible for mowing the yard only

Lawn care code violations fees and expenses shall be paid by the Tenants.

- i. "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Premises or on any easement on the Premises, and does <u>not</u> include common areas maintained by an owners' association.
- ii. "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests in the yard; and (c) removing debris from the yard.
- **iii.** If Tenant fails to maintain the yard, the landlord will use its landscaper and bill the Tenant a minimum charge of **\$60.00 per cutting**. Landlord currently uses Tyson Landscaping at 859-270-6816 and Tenant may contract directly with the vendor for services.

#### **16. BASIC UPKEEP**

- **a.** Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
  - i. Keep the Premises clean and sanitary;
  - ii. Promptly dispose of all garbage in appropriate receptacles;

- **iii.** Supply and change heating and air conditioning filters at least once a month; or once every 90-days using a 90-day filter.
- **iv.** Supply and replace all light bulbs, batteries for smoke detectors, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Premises on the Commencement Date);
- **v.** Maintain appropriate levels of necessary chemicals or matter in any water softener, if applicable.
- vi. Take action to promptly eliminate any dangerous condition on the Premises;
- **vii.** Take all necessary precautions to prevent broken water pipes due to freezing or other causes (for example, remove garden hose from outdoor spigot before freezing weather and turn on interior water faucets to a slow drip before extreme freezing weather).
- viii. Replace any lost or misplaced keys;
  - **ix.** Pay any periodic, preventive, or additional extermination costs desired by Tenant including bed bug extermination and removal and cleansing.
  - x. Remove any standing water;
- **xi.** Know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;

# Main Water Cut-Off Valve Location is: Hall closet near the floor.

# **Electrical Breaker Panel Location Is: Garage**

- **xii.** Promptly notify Landlord, in writing, of all needed repairs.
- **xiii.** Remove all debris, snow & ice from the driveway, sidewalks, and stairways. DO NOT use or leave any ice or snow removing chemicals and/or salts because they will destroy and or deteriorate concrete surfaces and can easily be carried into the Premises and damage interior carpet and other flooring.
- **b.** Pool/Spa Maintenance: Any pool or spa on the Premises will be maintained according to a Pool/Spa Maintenance Addendum, if applicable.
- c. Prohibitions: If Tenant installs any fixtures on the Premises, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of Landlord unless agreed otherwise in writing by both parties. Except as otherwise permitted by law, or by this Lease, or in writing by Landlord, Tenant may not:
  - **i.** Remove any part of the Premises or any of Landlord's personal property from the Premises;
  - ii. Remove, change, add, or rekey any lock;
  - **iii.** Make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling which shall be repaired by Tenant upon vacating the Premises;
  - iv. Permit any water furniture on the Premises (for example, water bed);
  - **v.** Install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems; (one satellite dish is approved if installed by the satellite service provider on a pipe stand but NOT on the roof or the building);
  - vi. Replace or remove flooring material, walls, or wallpaper;
  - vii. Install, change, or remove any: fixture, appliance, or non-real-property item;
  - **viii.** Keep or permit any hazardous material on the Premises such as flammable or explosive materials;

- **ix.** Keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- **x.** Dispose of any environmentally detrimental substance (for example, gasoline, motor oil, radiator fluid, or paint) on the Premises; or
- **xi.** Cause or allow any lien to be filed against any portion of the Premises.
- **xii.** Make any interior or exterior cosmetic or structural alterations to the Premises (for example, installing/modifying walls, doors, fencing, etc.) except that Tenant may paint if and only if;
  - 1. Tenant and Landlord sign a separate written Painting Addendum
  - 2. Only interior walls will be considered for approval (not ceiling, trim, baseboards, etc.)
  - 3. Tenant covers the cost of painting
  - 4. Tenant covers the cost of a professional painter, approved by Landlord, to return the property to a neutral paint, upon move-out.
  - 5. Any damages caused by painting will be charged to Tenant, even if the charges exceed the Security Deposit (paint spills, etc.).
  - 6. If, the professional painter's work extends beyond the lease end date, Tenant will be charged daily rent until the painter is complete, calculated by RENT AMOUNT divided by 30 DAYS multiplied by number of days past lease end date.

For example: if Rent is \$1,500 per month and the painter's work extends 4 days beyond the lease end date, Tenant will be charged \$50 per day x 4 days = \$200.00.

## 17. CONDITION OF THE PREMISES

- a. Landlord makes no express or implied warranties as to the condition of the Premises, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Tenant has inspected the Premises and accepts it AS-IS provided that Landlord and Tenant completes the Attached "TENANT MOVE-IN & MOVE-OUT CONDITION INSPECTION REPORT."
- b. Tenant will complete the TENANT MOVE-IN & MOVE-OUT CONDITION INSPECTION REPORT with the Landlord upon, or before the Lease Commencement Date and attach the signed copy as Exhibit A to the Lease. Upon Lease Termination, landlord and Tenant shall complete the MOVE-OUT column of the TENANT MOVE-IN & MOVE-OUT CONDITION INSPECTION REPORT form to determine if the Premises shall be returned to Landlord in the same condition as received except for normal wear and tear. Landlord shall evaluate the damages etc., if any, and items not attributed to normal wear and tear to determine the amount of security to be returned to Tenant. The TENANT MOVE-IN & MOVE-OUT CONDITION INSPECTION REPORT is not a request for repairs. Tenant must direct all requests for repairs in writing to the Landlord

# 18. MOVE-OUT AND ABANDONMENT

- **a.** Move-Out Condition: When the term of this Lease ends, Tenant will surrender the Premises in the same condition as when received, normal wear and tear accepted. Tenant will leave the Premises in a clean condition, free of all trash, debris, and any personal property. Tenant may not alter, damage or remove Landlord's property, including alarm systems, detection devices, telephone and cable TV wiring, screens, locks and security devices.
- **b.** Abandonment Condition: Abandonment shall have occurred if:

- **i.** Without notifying the Landlord, Tenant is absent for 15 days while rent is due, and Tenant's possessions remain in the Premises, or
- **ii.** Without notifying Landlord, Tenant is absent for 3 days while rent is due and most of Tenant's possessions have been removed from the Premises.

If Tenant abandons Premises, Landlord shall re-take Premises and attempt to rent it at fair market value. Tenant shall be liable for the entire rent due for the remainder of the term; or the cost of re-renting the Premises, including rent lost, the cost of restoring the Premises to the condition at the time it was rented, and reasonable fees for re-renting the Premises.

- c. Personal Property Left After Move-Out:
  - i. If Tenant has left personal property in the Premises after surrendering or abandoning the Premises, Landlord shall, as permitted by law, remove and store it and give Tenant notice of this action. Tenant may obtain property by paying moving and storage costs. If Tenant fails to claim property within 30 days of notice, Landlord shall make a reasonable effort to sell the property at its fair market value and apply the proceeds toward any amount the Tenant may owe.
  - **ii.** Tenant must reimburse Landlord all Landlord's reasonable costs under this Paragraph for packing, removing, storing, and selling the personal property left in the Premises after surrender or abandonment.

#### 19. HOLDOVER

a. If Tenant or any occupant, invitee or guest fails to vacate the Premises at the time this Lease ends, or the date contained in our Notice to Vacate, Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective Tenants for damages, including, but not limited to, lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, or the maximum allowed by law, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

# 20. REPAIRS AND SERVICE REQUESTS

# FOR EMERGENCY REPAIRS CALL (859) 429-3118

- **a.** With the exception of specified emergencies, All requests for repairs/service must be in writing and delivered to Landlord. Email <a href="GalusRealty@gmail.com">GalusRealty@gmail.com</a> or txt 859-429-3118. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is generally not obligated to make the repair. In the event of an emergency related to the condition of the Premises that materially affects the physical health or safety of an ordinary Tenant, call the Emergency phone number above in this paragraph and Landlord shall act with due diligence in making repairs. Rent shall not abate during a repair period. Ordinarily, for example, a repair to the heating and air conditioning system is not an emergency
- **b.** Completion of Repairs:
  - i. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
  - **ii.** Unless required by the Property Code, Landlord is not obligated to complete a repair on a day other than a business day.

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- **c.** Payment of Repair Costs: Landlord will pay the repair costs, except for the following conditions which will be paid as follows:
  - i. Repairs that Landlord will Pay Entirely: Landlord will pay the entire cost to repair:
    - 1. A condition caused by Landlord or Landlord negligence;
    - 2. Wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment;
    - 3. A condition that adversely affects the health or safety of an ordinary Tenant which is not caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; and
    - 4. A condition in the following items which is not caused by Tenant or Tenant's negligence:
      - a. Heating and air conditioning systems;
      - b. Water heaters; or
      - c. Water penetration from structural defects.
  - **ii.** Repairs that Tenant will Pay Entirely: Tenant will pay Landlord the entire cost to repair:
    - A condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible);
    - 2. Damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the Premises;
    - 3. Damage to doors, windows, or screens; and
    - 4. Damage from windows or doors left open.
  - **iii.** Items which will not be Repaired: Landlord does not warrant and reserves the right to choose not to repair or replace the following:

None	
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- **d.** Trip Charges: If a repair person is unable to access the Premises after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in the Access By Landlord Paragraph.
- **e.** Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments in this Paragraph for which Tenant is responsible.

#### 21. BLINDS

a. Tenants must cover all windows with blinds in good repair. If you want to black out the room, the black out material must be placed on the room side of the blind and must not be seen from the outside of the premises. Blinds that are damaged must be replaced immediately! Blinds should be replaced with the same or similar style. If we have maintenance repair them, there will be a service charge of \$50.00 plus the cost of the blind defined in replacement cost and fees under the Damage Price List.

#### 22. LANDLORD IS NOT LIABLE

**a.** Landlord is not liable for damages or losses to person or property caused by other persons. Landlord shall not be liable for personal injury or damage or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms or other causes whatsoever, unless the same is due to the negligence of Landlord.

**b.** If any of Landlord's employees or agents are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not contemplated in this contract, such employee or agent shall be deemed the agent of Tenant.

#### 23. ORDINANCES AND STATUES

**a.** Tenant and Landlord shall comply with all laws, health codes, and regulations of all municipal, state and federal authorities.

## 24. INSURANCE

- **a.** Tenant agrees to:
  - i. Maintain personal liability insurance and property insurance policy required to Residential Lease during the Lease Term and any period before or after the Lease Term when Tenant is present on the Premises.
  - ii. GALUS REALTY, LLC STRONGLY URGES THAT TENANTS SHOULD OBTAIN
    RENTERS INSURANCE AND SEEK ADVICE FROM AN INSURANCE PROFESSIONAL
- **b.** Landlord agrees to: maintain property insurance during the Lease Term. (**Landlord Policy with Allstate, Asa Pham, 859-273-0400**)

#### 25. DEFAULT

- **a.** If Tenant fails to timely pay all amounts due under this Lease or otherwise fails to comply with this Lease, Tenant will be in default and:
  - **i.** Landlord may terminate Tenant's right to occupy the Premises by providing Tenant with at least 7 days written notice to vacate;
  - **ii.** All unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
  - iii. Tenant will be liable for:
    - **1.** Any lost rent:
    - **2.** Landlord's cost of re-letting the Premises including but not limited to all fees and charges, necessary to re-let;
    - **3.** Repairs to the Premises for use beyond normal wear and tear;
    - **4.** All Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
    - **5.** All Landlord's costs associated with collection of amounts due under this Lease, including but not limited to collection fees, late charges, and returned check charges; and
    - **6.** Any other recovery to which Landlord may be entitled by law.

## **26. EARLY TERMINATION**

- **a.** The term of the Lease begins on the Commencement Date and ends on the Expiration date unless:
  - i. Renewed
  - ii. Extended by written agreement of the parties; or
  - **iii.** Terminated by agreement of the parties, or this Paragraph.
- **b.** Assignment and Subletting:
  - i. Tenant may not assign this lease or sublet the Premises without Landlord's written consent.
  - **ii.** If Tenant requests an early termination of this lease under this Paragraph, Tenant may attempt to find a replacement Tenant and may request Landlord to do the

- same. Landlord may, but is not obligated to, attempt to find a replacement Tenant.
- **iii.** Any assignee, subTenant, or replacement Tenant must, in Landlord's discretion, be acceptable as a Tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- iv. At the time Landlord agrees to permit an assignee, subTenant, or replacement Tenant to occupy the Premises, Tenant(s) will notify the Landlord in writing with a full thirty (30) day written notice on or before the first (1st) day of the final month of residency with a full payment for the final month, plus two (2) additional month's rent as liquidated damages. In addition, the Security Deposit(s) will be forfeited.

# **c.** Changing Tenants:

- i. If one of the Tenants seeks to have a replacement Tenant during a Lease Term, Landlord, at its option, may agree and may ask for the Replacement Tenant to complete an Application with a nonrefundable processing Fee for the Landlords evaluation and possible acceptance. In Addition, Landlord shall charge a \$250 Processing Fee to change the Lease with either a new Lease and/or Amendment to the Lease to include the new Replacement Tenant. Further, the remaining Tenants will settle the Security Deposit Charges amongst themselves and not involve the landlord in Security Deposit allocations amongst the Tenants.
- d. This Lease Agreement is a binding one-year contract and is reportable to the credit bureau upon occupancy of the Premises. If Tenants prematurely terminates this Lease, it may negatively impact your credit rating. Additionally, if any Tenant prematurely terminates this Lease, all conditions of this Lease must be met, or Landlord will seek civil damages, report derogatory credit standing to the credit bureau and seek payment of all outstanding debt through a credit collection agency.

#### **27. ATTORNEY'S FEES**

**a.** Any person who is a prevailing party in any legal proceeding brought under or related to this Lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

# 28. REPRESENTATIONS

a. Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

#### 29. NOTICES

**a.** All notices under this Lease must be in writing and are effective when hand-delivered, sent by mail, or sent by E-mail:

	Mailing Address:	Email:	
Landlord	106 Tugger Trail Nicholasville, KY 40356	GalusRealty@gmail.com	
Tenant	Address	Add Emails	

#### **30. AGREEMENT OF PARTIES**

- **a.** Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- **b.** Binding Effect: This Lease is binding of the parties to this Lease.
- **c.** Joint and Several: All Tenants are jointly and individually liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any provision of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.
- **d.** Waiver: Any delay, waiver, or non-enforcement of a rental due date or any other right by Landlord will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.
- **e.** Severable Clauses: Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.
- **f.** Controlling Law: The laws of the State of Kentucky govern the interpretation, validity, performance, and enforcement of this Lease.

# 31. INFORMATION

- **a.** Inquires about this lease, rental payments, and security deposits should be directed to Galus Realty at 859-429-3118 or in writing addressed to 106 Tugger Trail, Nicholasville, KY 40356. E-mail to <a href="mailto-galusRealty@gmail.com">GalusRealty@gmail.com</a>
- **b.** Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- **c.** Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease.
- **d.** Landlord is a licensed Real Estate Agent, in escrow, in the State of Kentucky.

#### **32. BEDBUGS AND PESTS**

**a.** Reference the Bedbug Addendum attached to this lease.

#### 33. WRITTEN ADDENDUMS

**a.** It is specifically agreed by and between Landlord and Tenant(s) that any written addendum, i.e. move-in inspection for, etc., executed by Landlord and Tenant(s), and attached hereto, and the conditions of the property contained herein, is hereby incorporated into and become a part of this Lease for all purposes.

# 34. CHANGES TO LEASE AGREEMENT

**a.** Landlord has the right to make changes to this agreement in respect to better management policies (the rent amount and length of lease will not be changed) you will receive written notice of these changes as they occur.

# **35. NO VERBAL STATEMENT**

**a.** Tenant(s) hereby acknowledges that he/she has read this LEASE AGREEMENT and understands all of the terms and conditions herein contained and is not relying on any verbal statement made by the Landlord or any other party associated with the preparation

of this Lease, and agree with the statements and representations of the terms and conditions herein.

# **36. SIGNATURES**

# This is a binding legal document – Read carefully before signing.

Landlord Signature		
F. Kevin Galus on behalf of Galus Re Printed Landlord Represented Firm	ealty, LLC as its Member/Manager	Date
Tenant 1 Signature	Print Name	Date
Tenant 2 Signature	Print Name	Date
Tenant 3 Signature	Print Name	Date
Names of non-adult occupants are:		
NAME <u>NONE</u>		
NAME <u>NONE</u>		

# ADDENDUMS AND AGREEMENTS 1. Lease and Deposit Agreement

- 2. Bedbug Addendum
- 3. Pet Addendum

106 Tugger Trail ● Nicholasville, KY ● 40356

(859) 429-3118 | GalusRealty@gmail.com

#### LEASE AND DAMAGE DEPOSIT AGREEMENT

Receiv	eu from:
۹n Am	ount of (\$) As deposit for residence
_ocate	d at:
	Prior to application approval, the deposit must be paid in full.
$\triangleright$	The required deposit will be returned if application not approved.
$\triangleright$	Upon Approval of application, the deposit held in contingency and is not refundable until the
	Lease has been fulfilled.
$\triangleright$	25% (\$) of said Lease and Damage Deposit is non-refundable.
$\triangleright$	Lease and Damage Deposit can not be used as rent.
$\triangleright$	You are in default the day after your payment is due.

# This deposit will be returned to you 30 days after you vacate, providing you:

- 1. Stay for the full term of this Lease and a sixty (60) day written notice is given, on or before the 1<sup>st</sup> of the month, prior to vacating the property.
- 2. Have no unpaid legal charges, delinquent rents or late fees.
- 3. Leave forwarding address with Landlord.
- 4. Your residence is cleaned, paying particular attention to the stove, refrigerator, bathrooms, carpet and walls. Property must be in equal or better condition than the time of occupancy. Move-in Inspection Form will determine condition. Only professional carpet cleaners are allowed to clean carpets.
- 5. Remove all debris and rubbish and discards.
- 6. Have no stickers, scratches or holes in walls, ceilings or floors.
- 7. Allow us to show prospective new Tenants during the final sixty (60) days. This allows us to arrange for new Tenants to move into the property without delay.
- 8. Return all keys to the Landlord on day of move-out or Tenants will be charged a \$75.00 per lock rekey fee.
- 9. Do not smoke inside the Premises, including the garage. The Premises are SMOKE-FREE.

# **Questions and Answers on Lease and Damage Deposit Policy:**

- Q. Can the Lease and Damage Deposit be applied to any rent still outstanding?
  - A. No. All rents must be paid separate and apart from the Lease and Damage Deposit.
- Q. What charges are made if the conditions are not complied with?
  - A. The costs of labor and materials for cleaning and repairs will be deducted.
- How is the Lease and Damage Deposit Returned?
  - A. By a check mailed to the forwarding address. This check is jointly addresses to all persons who sign this Lease Agreement. No multiple payments.

#### **DAMAGE PRICE LIST**

(PRICES ARE SUBJECT TO CHANGE)

All items not listed below are charged to Tenant(s) at Seventy (\$70) per hour for general cleaning beyond normal wear and tear.

Minimum Replacement Costs and Fees*	Cost
Replace Door Lock, per Lock	\$150.00
Door Handle without Lock	\$ 75.00
Rekey per Door Lock	\$ 75.00
Keys lost / Replacement Key, per key	\$ 35.00
Battery	\$ 7.00
Smoke Detector and Installation	\$ 75.00
Window Blinds, each	\$ 55.00
Repair or Replace Screen	\$ 75.00
Garage Door Opener	\$ 75.00
Grass Cutting	\$ 60.00
Light Bulb	\$ 5.00
Replace Door Stops each	\$ 15.00
Replace Interior Door	\$250.00
Cleaning Refrigerator or Stove, each	\$100.00
Cleaning Bathroom, each bathroom	\$150.00
Clean kitchen cabinets, countertops, sink, etc. (excludes appliances)	\$ 75.00
Clean Furnace Filter on Move Out	\$ 25.00
Clean Furnace Coils, caused from not replacing filters	\$175.00
Clean Plugged Drains/Disposals due to Tenant(s) Misuse	\$150.00
Paint per gallon	\$ 75.00
Labor painting per room	\$325.00
Locked Out Service Call	\$ 80.00
Adding or Removing a Tenant	\$250.00

<sup>\*</sup> The fees and/or charges may change depending on the actual cost of repair

Tenant shall make an inspection of the premises to be leased and agrees that the property is in good and satisfactory condition except for such items as been brought to the attention of the Landlord on the Move-In Inspection Form which is attached to Lease Agreement. The failure to describe any such damage on said Move-In Inspection Form shall constitute evidence that Tenant(s) takes the property in good and satisfactory condition.

Landlord shall have an inspection of the premises with forty-eight (48) hours after the vacating of the premises. Tenant(s) shall submit to Landlord a forwarding address before vacating the premises for return of the Damage Deposit.

Landlord agrees that subject to the conditions listed above, this Lease and Damage Deposit will be returned within thirty (30) days to the forwarding address specified by the Tenant(s).

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Undersigned agree this <u>Lease and Damage Deposit may not be applied as rent</u>, and the full monthly rent will be paid on or before the first day of every month including the last day of occupancy.

Tenant(s) agrees that they will receive no interest on Lease and Damage Deposit. If undersigned is unable to accompany Landlord to inspect vacated property, they agree to accept Landlord's decision of the deposit refund or forfeiture according to the provisions stated above.

Landlord Signature		
F. Kevin Galus on behalf of Printed Landlord Represent	Date	
Tenant 1 Signature	Print Name	Date
Tenant 2 Signature	Print Name	Date
Tenant 3 Signature	Print Name	 Date

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# **Bed Bug Addendum**

Addendum to Residential Lease Concerning the Property Located at:	
	("Premises")

The goal of this Addendum is to protect the quality of the Tenant's environment from the effects of bedbugs by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

- Tenant acknowledges the Landlord has inspected the unit and is not aware of any bed bug infestation.
- Tenant agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.

# Tenant hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

- Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your residence. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
- 2. Tenant shall report any problems immediately to Landlord. Even a few bed bugs can rapidly multiply to create a major infestation that spread.
- 3. Tenant shall cooperate with pest control efforts. If your residence or a neighbor's residence is infested, a pest management professional may be called in to eradicate the problem. Your residence must be properly prepared for treatment. Tenant must comply with recommendations and requests from the pest management specialist prior to professional treatment including but not limited to:
  - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or drycleaners.
  - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
  - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
  - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.

- Wash all machine-washable bedding, drapes and clothing etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs.
   Discard any items that cannot be decontaminated.
- Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- 4. Tenant agrees to reimburse the Landlord for expenses including but not limited to attorney fees and pest management fees that Landlord may incur as a result of infestation of bed bugs in the apartment.
- 5. Tenant agrees to hold the Landlord harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.
- 6. It is acknowledged that the Landlord shall not be liable for any loss of personal property to the Tenant as a result of an infestation of bed bugs. Tenant agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Tenant(s) agree and acknowledge having read and understood this addendum.

Landlord Signature			
F. Kevin Galus on behalf of Printed Landlord Represent	Date		
Tenant 1 Signature	Print Name	Date	-
Tenant 2 Signature	Print Name	Date	_
Tenant 3 Signature	Print Name	Date	-

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# **Pet Addendum to the Lease Agreement**

This Pet Addendum, (da	ate)	, 2018, is attached to and	made part of Lease, (date)	
		.C, and		_ "Tenant(s)
Pet Description:				
Pet 1				
Pet Type		Breed	Color	
Mature-Weight	/lbs.	Current Age		
Pet Name				
<u>Pet 2</u>				
Pet Type		Breed	Color	
Mature-Weight	/lbs.	Current Age	Sex	
Pet Name				
additional Pet Fee shall fulfillment of each cond Residence or surrounding be responsible for dama Tenant(s) agrees to ma presentation of a bill or	not be construction in this Adding premises caused and/or loss like payment to	ed or applied as rent, but in lendum, and as contingend used by you, your pets, you of value to the Premises g Galus Realty, LLC for such	Tenant as a Non-Refundab in good faith. Fee for your f by against any damages to t fur family or invites. Should reater than the value of the loss within fourteen (14) da	faithful the Tenant(s) e Pet Fee,
the Lease, payable in a the same time each mo Lease, which amount sl payment of such amount same remedies to Land eviction against Tenant Tenant had been deline	dvance on the fanth, in the same all constitute ant shall be constored (including, and the right to juent in Tenant)	irst day of each month dur e manner, and the same lo dditional rent. To the exte idered a default under the without limitation, the righ o impose late fees and othe 's payment of rent. To the	) in addition to monthly reing the term of the Lease, to cation as monthly rent under the permitted by law, any delease to the same extent a let to bring a summary procest related charges and fees extent it is allowable for su such payment will be duly	to be paid at ler the elinquent and with the eeding for ) as if uch

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# **Emergency Contact:**

Tenant must provide the name and address and phone number of an "emergency contact person" to assume immediate custody of pet in the case of serious illness or death of the Tenant. If no emergency contact exists, or if the contact does not assume immediate custody of pet, Landlord will make arrangements to have the pet removed by local animal shelter personnel. Tenant shall be responsible for all expenses connected with removal of the pet.

Emergency Contact Person	1:		
Phone ()			
Address:			
City:	State:	Zip:	

# **Separate Addendums**

A separate Addendum must be executed for each allowed pet prior to any other pets being allowed into the Residence.

# **Restrictions/Requirements:**

- Except as expressly provided below, restricted breed i.e., Pit Bulls, (Bull Terriers or American Staffordshire Terriers), Rottweilers, German Shepherds, Dobermans, Chows, Presa Canarios, Akitas, Wolf Hybrids, and Huskies are PROHIBITED.
- 2. Tenants shall provide proof (a letter or certificate from veterinarian) of each pet's current annual inoculations for rabies, distemper, and other required inoculations, a copy of which shall be placed in the resident's file.
- 3. Exotic pets, such as snakes, rabbits, pot-bellied pigs, ferrets, birds, etc. and any illegal pets are **prohibited**.
- 4. As per city code: pets must be kept **on leashes** at all times when outside of the Residence. Pets may not be tied outside the Residence or on a patio/balcony unattended or allowed to run loose.
- 5. As per city code: each resident is required by law to **clean up** after his or her pets. Resident must dispose of waste elimination from the pet immediately and properly. Before disposing of solid cat litter, Resident must place it in a plastic bag that is securely tied. Failure to remove yard waste the Landlord may elect to clean it up and will result in a \$50.00 charge for each occurrence; or Landlord may hire a "pooper scooper" vendor and Tenant shall reimburse Landlord for all charges within fifteen (15) days of invoice to Tenant.
- 6. No "<u>visiting</u>" pets are permitted. If unauthorized pets are found on the premises, you will be charged a <u>\$500 fine</u> per pet. <u>No exceptions</u>.
- 7. Resident is prohibited from having more than a twenty-gallon or larger capacity aquarium.
- 8. Tenants will be responsible and liable for any damage created or caused by the pet. Tenant will be held financially liable for the cost of ridding the Residence and/or the building of fleas.
- 9. If a pet becomes objectionable to management and/or other residents, management shall have the right to demand removal of the pet without affecting the Lease or the Resident's responsibilities and obligations under the Lease. Pet may be restricted from the property hereunder if (a) Management reasonably perceives the animal to be dangerous or disruptive to the property, residents, guests, or employees, (b) the pet is detrimental to other residents living in the immediate vicinity of the Residence resulting from asthma or allergies to animal hair or dander, (c) the pet causes excessive or continuous noise, (d) the pet displays aggressive behavior, or (e) the pet or Resident violates provisions hereof.
- 10. Pets may not be kept for breeding purposes.
- 11. Residents must restrain and control pet activity while in common areas.
- 12. **<u>Dogs must weigh less than 50 lbs.</u>** If a dog is approved hereunder prior to maturity, such dog shall be prohibited, and management shall have the right to demand the removal of such

dog without affecting the Lease or the resident's responsibilities and obligations under the Lease in the event and as soon as such dog grows to a size larger than 50 lbs.

## **Breach of Pet Addendum**

A breach (Not telling Landlord, of a pet on premises) of any provision hereof shall be deemed and constitute a breach of Lease, and shall grant Landlord all right and remedies, including, without limitation, termination or the Lease and recovery of damages and other amounts that may be due for a breach of Lease.

#### **Disable Assistance Animals**

Animals specifically trained to assist the disabled are not considered pets and <u>are</u> allowed, and the above rules and restrictions do not apply to such pets.

If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating or otherwise affecting the remainder of this Addendum or the Lease. Except as specifically stated herein, all other terms and extent not inconsistent with this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any breach or violation of the terms or provisions of this Addendum shall constitute a violation and breach of the Lease to the same extent and with the same remedies to Landlord as provided in the Lease or otherwise available at law or equity.

	here will be (number of pets O" and sign below.	) as part of this Addendum.	If zero (0) pets, please list as
Signatu	res:		
<del></del>			
Landlord	Signature		
	Galus on behalf of Galus Rea andlord Represented Firm	Date	
Tenant 1	Signature I	Print Name	Date
Tenant 2	Signature I	Print Name	Date
Tenant 3	Signature I	Print Name	 Date