

APARTMENT LEASE

Date Of Lease	Term of Lease: Beginning	Term of Lease: Ending	Monthly Rent	Security Deposit *	Late Charge (Per day)	Returned Check Charge
__/__/200__	__/__/200__	__/__/200__	\$ __, __. __	\$ __, __. __	\$25.00	\$50.00

* IF NONE, WRITE "NONE." Paragraph 5 of Lease Agreements and Covenants then INAPPLICABLE.

Tenant

Lessor (Owner or agent authorized to manage the Apartment)

 _____ (SS# __ - __ - ____)
 _____ (SS# __ - __ - ____)

Lister Leasing, LP
 Sue Kuo-Nguyen
 501 N. Taylor Ave.
 St. Louis, MO 63108
 (314) 454-0032

4500 Olive St.
 Unit _
 St. Louis, MO 63108

In consideration of the mutual agreements and covenants set forth below Lessor hereby leases to Tenant and Tenant hereby leases from lessor for use in accordance with paragraph 8 hereof the Apartment designated above, together with the fixtures and accessories belonging thereto, for the above Term. All parties listed above as Lessor and Tenant are herein referred to individually and collectively as Lessor and Tenant respectively.

ADDITIONAL AGREEMENTS AND COVENANTS (Including DECORATING AND REPAIRS), if any.

1. **Tenant agrees to be responsible for all costs associated with the monitoring of the security alarm system (\$20.00/month).**
2. **Tenant agrees to be responsible for the replacement or repair of two garage door remote openers. Charge for lost or broken remotes are \$ 50.00 per remote.**
3. **The rent increase is normally set at 5% per annum.**
4. **Monthly charge is \$75 per garage space. Off-street parking is included.**

SIGNATURES

TENANT(S)

LESSOR(S)

Date

Sue Kuo-Nguyen (member)

Date

LEASE AGREEMENTS AND COVENANTS

1. **RENT:** Tenant shall pay to Lessor at the above address (or such other address as Lessor may designate in writing) the monthly rent set forth above on or before the first day of each month in advance. The time of each and every payment of rent is the essence of this Lease. To cover Lessor's added costs for late payments, the monthly rent set forth above shall be increased by the amount set forth above as "Late Charge" if paid after the 5th of the month. To cover Lessor's added costs for processing of checks that are dishonored or are returned due to insufficient funds in the account, the monthly rent shall be increased by the amount set forth above as "Returned Check Charge". Rent mailed in shall be deemed paid on date of receipt by Lessor.
2. **POSSESSION:** At the commencement of this Lease, Lessor shall deliver possession of the Apartment to Tenant. Possession shall be deemed to have been delivered to Tenant on the day that Lessor either (A) actually delivers to Tenant keys to the Apartment or (B) makes available to Tenant at the Building or at such other place as designated by Lessor keys to the Apartment. If the Lessor fails to so deliver possession within 10 days from the date hereof, this Lease shall terminate unless reaffirmed in writing within an additional 5 days by Tenant. Upon such termination Lessor shall refund all prepaid rent and security, which shall be Tenant's sole remedy. It is understood that decorating, if any, to be performed by Lessor shall not be a condition precedent to possession or rent.
3. **APPLICATION:** The application for this Lease and all representations and promised contained therein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If such information is false, Lessor may at Lessor's option terminate this lease by giving Tenant not less than 10 days prior written notice, which shall be Lessor's sole remedy.

Tenant _____ Tenant _____ Landlord _____ Landlord _____

APARTMENT LEASE

4. **PROMISES OF THE PARTIES:** The terms and conditions contained herein shall be conclusively deemed the agreement between Tenant and Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.
5. **SECURITY DEPOSIT:** Tenant has deposited with Lessor the Security Deposit the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent or in the performance of the covenants or agreements contained herein. Lessor's right to possession of the Apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit. Lessor shall give Tenant written notice of the application of the Security Deposit or any part thereof within thirty (30) days of said application. If the application is on account of maintenance, repairs or replacements necessitated by tenant, said notice shall include the estimated or actual cost of the same, attaching estimates or paid receipts. Upon receipt of said notice, Tenant shall at once pay to Lessor an amount sufficient to restore the Security Deposit in full. Upon termination of this lease, full payment of all amounts due and performance of all Tenant's covenants and agreements (including surrender of the Apartment in accordance with Paragraph 15), the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant in accordance with applicable law. In the event of a sale, lease, or other transfer of the Building, Lessor may transfer or assign said Security Deposit to Lessor's grantee, lessee or assignee. Provided said grantee, lessee or assignee by written undertaking addressed to Lessor assumes all Lessor's obligations hereunder, Tenant agrees to look to such grantee, lessee or assignee solely for the return of said Security Deposit. The provisions hereof shall apply to each and every sale, lease or other transfer of the Building. **The Security Deposit shall not be deemed or construed as advance payment of rent for any month of the lease term.**
6. **LESSOR TO MAINTAIN:**
- A.** Tenant hereby declares that Tenant has inspected the Apartment, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. Tenant agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the Apartment, Building, or other areas have been made to Tenant except those contained in this Lease, the application, or otherwise in writing signed by Lessor.
- B.** Lessor agrees that Lessor will perform work set forth in this Lease within a reasonable time not to exceed 60 days from the commencement of the Term hereof.
- C.** Lessor covenants that at all times during the Term hereof, Lessor shall maintain the Apartment and the Building to the following minimum standards:
- (1) Effective weather protection, including unbroken windows and doors;
 - (2) Plumbing facilities in good working order;
 - (3) A water supply which either under the control of Tenant is capable of producing hot and cold running water, or under the control of Lessor produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system;
 - (4) Heating (and, if furnished, air conditioning and ventilation) in fixtures provided (and no other) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those established by municipal code);
 - (5) Gas and/or electrical appliances which are supplied by Lessor in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order and safe condition;
 - (6) Building, grounds and areas under the control of Lessor in clean, sanitary and safe condition free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;
 - (7) Adequate and appropriate receptacle(s) for garbage and rubbish, and, if under the control of Lessor, in clean condition and good repair;
 - (8) Floors, stairways, and railings and common areas in good repair;
 - (9) Apartment floors, walls and ceilings in good repair and safe condition.
- D.** It is, however understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. It is further understood and agreed that for the most part Lessor's costs of operation are fixed and unavoidable and to permit rent abatement or damages to Tenant would create an intolerable burden on the Lessor, other tenants and surrounding neighborhood. It is, therefore, understood and agreed that Lessor's delay in performing agreements set forth in Paragraph 6B, interruptions in services provided by Lessor, breakdowns of equipment or disrepair caused by (1) condition caused by Tenant, members of Tenant's household, guests or other persons on the premises with Tenant's consent or other tenants; (2) Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions; (3) lack of reasonable opportunity for Lessor to correct defective conditions; (4) conditions beyond Lessor's reasonable control, including strikes or lockouts; (5) Lessor's not having actual knowledge of such defective conditions shall be an absolute defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building; or (6) Lessor's having exercised due care but such defective condition(s) continue to persist, shall be an absolute defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building. Lessor's failure or inability to make repairs or provide services in any of the just described circumstances shall in no event form the basis of any claim or setoff for damage against Lessor nor a basis for an abatement of rent nor a cause for termination of the Lease.
- E.** Nothing herein contained shall in the event of fire, explosion or other casualty, impose upon Lessor any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 14 of this Lease (Fire & Casualty).

APARTMENT LEASE

7. **UTILITIES:** Unless otherwise agreed in writing, if the Apartment is individually metered, payment to the utility company or authorized metering agency of the applicable charges consumed by Tenant in the Apartment, including, if applicable, current used for electric heating, ventilation, air conditioning, hot water, etc., shall be Tenant's sole responsibility.
8. **TENANT'S USE OF APARTMENT:** The Apartment shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the application for this Lease, and any children which may be born to or legally adopted by Tenant during the Term hereof. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than three weeks during each year of the Term hereof. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Building or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Building.
9. **TENANT'S UPKEEP:** Tenant covenants to perform the following obligations during the Term hereof: (A) maintain the Apartment and appurtenances in a clean, sanitary and safe condition; (B) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner from the Apartment into the refuse receptacles provided; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures; (D) not place in the Apartment or Building any furniture, plants, animals, or materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Lessor's fire insurance carrier; (F) not destroy, deface, damage, impair, nor remove any part of the Building or Apartment or facilities, equipment or appurtenances thereto; (G) maintain the smoke detector in the Apartment in accordance with applicable law, and (H) prevent any person in the Apartment or Building with Tenant's permission from violating any of the foregoing Tenant obligations. Tenant shall not suffer or commit any waste in or about the Apartment or Building and shall, at Tenant's expense, keep the Apartment in good order and repair (except to the extent Lessor has in this Lease agreed to do so). On termination of this Lease, Tenant shall return to the Apartment to Lessor in like condition, reasonable wear excepted.
10. **ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY:** Tenant shall make no alterations or additions nor install, attach, connect, or maintain in the Apartment or any part of the Building, interior or exterior, major appliances or devices of any kind without in each and every case the written consent. All alterations, additions and fixtures (including security devices) whether temporary or permanent in character, made by Lessor or Tenant, in or upon the Apartment shall remain in the Apartment at the termination of the Lease without compensation to Tenant. The foregoing notwithstanding, neither Lessor nor Lessor's insurance carrier shall be liable to Tenant for the replacement of such alteration, addition, or fixtures in the event of casualty loss unless Tenant notifies Lessor of the replacement value and pays, as additional rent, the resultant premium increase, if any. If Lessor shall permit or demand removal, Tenant shall put that part of the Apartment into like condition as existed prior to the installation of such alteration, addition or fixture.
11. **ACCESS:** Lessor reserves the right in accordance herewith to enter the Apartment in order to inspect same, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Apartment to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the Building, its components or persons therein. At Lessor's discretion, Lessor shall be provided with and may retain and use copies of any keys necessary for access to the Apartment. In the event of apparent or actual emergency, lessor may enter the Apartment at any time without notice. At any time within 90 days prior to the end of the Term hereof, after a single general notice, Lessor may as often as necessary show the Apartment for rent between the hours of 9 AM and 8 PM without limitation as to days. At other times entry shall be in accordance with agreement with Tenant or if same is impractical or refused, after 24 hours' notice and only during the period of 7 AM to 7 PM Monday through Saturday. In the event of the willful or negligent breach of this provision, the non-breaching party shall at once be entitled to actual damages or liquidated damages in the amount of two month's rent and an injunction, if necessary, to prevent continuation of such breach.
12. **SUBLETTING AND RELETTING:**
- A.** Tenant may substitute a new tenant for the balance of the Term hereof provided (1) Lessor consents to the prospective new tenant, and (2) Tenant upon demand pays (a) in advance, the deficiency of the aggregate rent from the reletting for the balance of the Term hereof is less than the aggregate rent then remaining to be paid under this Lease, and (b) all permissible expenses of reletting (if any) including decorating, repairs, replacement, commissions and/or an administrative fee for performing the details attendant to such a transaction in the amount set forth above as "Reletting Charge". Lessor at its option may determine whether said transaction shall be in the form of a subletting, assignment or reletting.
- B.** Lessor may at any time and for any reason reject any prospective new tenant offered by Tenant or by others. Cause shall be deemed to be the failure, based on information and data made available to Lessor, of such prospective new tenant to meet criteria customarily employed by Lessor to evaluate the acceptability of prospects as tenants for similar apartments in the Building. During the last three months of the Term hereof, Lessor shall be obligated to accept an otherwise qualified prospective new tenant only if said prospective new tenant enters into a lease for a term for which leases are customarily offered for similar apartments in the Building. Lessor may let other vacancies in the Building first before reletting or subletting or attempting to relet or sublet the Apartment.
- C.** Tenant shall neither sublet the Apartment nor any part thereof nor assign this Lease nor permit by any act or default of himself or any person any transfer of Tenant's interest by operation of law, nor offer the Apartment or any part thereof for lease or sublease except in accordance herewith.
13. **ABANDONMENT:** Ten days physical absence by Tenant with rent being unpaid, or removal of a substantial portion of Tenant's personal property with rent being paid or unpaid, and, in either case, reason to believe Tenant has vacated the Apartment with no intent again to reside therein, shall be conclusively deemed to be an abandonment of the Apartment by Tenant.
14. **FIRE AND CASUALTY:**
- A.** If the Apartment is damaged or destroyed by fire or casualty, and the Apartment is only partially damaged and is inhabitable, and Lessor makes full repairs within 90 days, this Lease shall continue without abatement or apportionment of rent; or

APARTMENT LEASE

B. If the Apartment is damaged or destroyed by fire or casualty and (1) the Apartment is rendered uninhabitable, (2) continued occupancy would be illegal, or (3) Lessor cannot or does not repair within 90 days, Tenant's sole remedy shall be to vacate the Apartment and notify Lessor in writing within five days thereafter of his intent to terminate, in which case this Lease shall terminate as of the date of vacating and all prepaid rent and unapplied Security Deposit shall be returned to Tenant.

15. TERMINATION AND RETURN OF POSSESSION:

A. Upon signing this lease contract, Tenant understands that he or she is financially responsible for the entire term of the lease. Early termination does not relieve Tenant from his or her obligations to Lessor.

B. Upon the termination of this Lease, whether by lapse of time or otherwise, or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall yield up immediate possession to Lessor and deliver all keys & garage door remote openers (2) to Lessor at the place where rent is payable, or as otherwise directed by Lessor. The mere retention of possession thereafter shall constitute a forcible detainer. Lessor shall have the right and license with process of law (and if Tenant abandons the Apartment, Tenant grants Lessor and Lessor shall have such right and license without process of law) to enter into the Apartment, to have the Apartment returned to Lessor hereunder or by operation of law. If Tenant abandons the Apartment and Lessor exercises the right and license to enter without process of law, Lessor may use such force as may be necessary without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer.

C. Tenant agrees that in the event Tenant fails to vacate the Apartment upon termination of this Lease or Tenant's right of possession that:

(1) Tenant shall pay as liquidated damages for the entire time that possession is withheld a sum equal to three times the amount of rent herein reserved, pro rated per day of such withholding, or Lessor's actual damages if same are ascertainable; or

(2) Lessor, at its sole option, may, upon giving Tenant written notice, extend the term of this Lease for a like period of time not to exceed one year at such rent as Lessor has stated prior to said termination date; or

(3) If Lessor fails to notify Tenant within 45 days of said termination date of Lessor's election under either (1) or (2), Tenant's continued occupancy shall be for a month-to-month term.

(4) No action or non-action by Lessor except as herein provided shall operate as a waiver of Lessor's right to terminate this Lease or Tenant's right of possession, nor operate to extend the Term hereof.

16. EMINENT DOMAIN (CONDEMNATION): If the whole or any substantial part of the Building is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Building, the term of this Lease shall, at the option of the Lessor or the condemning authority be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Lessor shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

17. LESSOR'S MORTGAGE: This Lease is not to be recorded and is and shall, hereafter, be deemed to be subordinate to any present or future mortgages on the real estate (or any part of it) upon which the Building is situated and to all advances upon the security of such mortgages.

18. LEASE BINDING ON HEIRS, ETC: All the covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Tenant, subject to the restrictions set forth in Paragraph 12 hereof, except that where there are only one or both Tenant(s), the surviving Tenant and/or the heirs or legal representatives of the deceased Tenant may terminate this Lease at the end of any calendar month within 120 days of said occurrence by giving Lessor not less than 45 days prior written notice.

19. NOTICES: Except as herein provided, any demand to be made or notice to be served, including those provided by statute, shall be construed to mean notice in writing signed by or on behalf of the party giving same, and served upon the other party (A) in person, or (B) by certified or registered mail, return receipt requested, postage prepaid, at the address herein set forth or at such other address as either party may designate by written notice to the other. Notice by mail shall be deemed given, served and effective at the time deposited into the United States Mail, regardless of when received. Notice served in person on Tenant may be served if left with some person residing in or in possession of the Apartment above the age of 12 years, and in the event of an apparent abandonment, notice may be served by posting same on the door of the Apartment in addition to service by mail in accordance herewith. Notices served in person on Lessor may be served on any office employee of Lessor, or, if Lessor received rent at its home, in the same manner as on Tenant.

20. RULES AND REGULATIONS: The rules and regulations at the end of this Lease shall be a part of this Lease. Tenant covenants and agrees to keep and observe these rules and regulations. Tenant also covenants and agrees to keep and observe such further reasonable rules and regulations as may later be promulgated by Lessor or Lessor's agent for the necessary, proper and orderly care of the Building (provided such later rules do not materially change the terms contained in the body of this Lease).

21. RESIDENT TO INSURE POSSESSION / LIMITATIONS OF LANDLORD LIABILITY: Lessor is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the Apartment or elsewhere in the Building shall be at the risk of Tenant only and that Tenant will carry such insurance as Tenant deems necessary therefor. Tenant further agrees that except for instances of negligence or willful misconduct of Lessor, its agents or employees, Lessor, its agents and employees shall not be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Apartment or Building, sustained due to the Apartment or Building or any part thereof or any appurtenances thereof becoming out of repair (as example and not by way of limitation), due to damage caused by water, snow, ice, frost, steam, fire, sewerage, sewer gas or odors; heating, cooling, and ventilating equipment, bursting leaking pipes, faucets, and plumbing fixtures; mechanical breakdown or failure; electrical failure; the misuse or non operation of observation cameras or devices (if any), master or central television equipment an antennas (if any), cable television equipment (if any) or mailboxes; or due to the happening of any accident in or about the Building; or due to any act or neglect of any other tenant or occupant of the Building or any other person. Further, Lessor shall not be liable to Tenant for any damage to the person or property of Tenant sustained due to, arising out of, or caused by, the acts or omissions of any third party whether or not such third party is a tenant of the Building.

APARTMENT LEASE

22. REMEDIES CUMULATIVE, NON-WAIVER:

A.

- (1) All rights and remedies given to Tenant or to Lessor shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease;
- (2) No waiver or breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of a similar or different breach or default;
- (3) The payment or acceptance of money after it falls due after knowledge of any breach of this Lease by Lessor or Tenant, or after the termination in any way of the Term hereof or of Tenant's right or possession hereunder, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Apartment shall not reinstate, continue or extend the Term of this Lease not affect any such notice, demand or suit or any right hereunder not expressly waived;
- (4) No express waiver shall affect any breach other than the breach specified in the express waiver and then only for the time and to the extent therein stated.

B. Tenant's obligation to pay rent during the Term or any extension thereof or any holdover tenancy shall not be waived, released or terminated by the service of any five-day notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, ejectment or for any judgment for possession, or any other act or acts resulting in termination of Tenant's right of possession.

23. TENANT'S REMEDIES: If Lessor:

A. defaults in its duty to maintain the Apartment or Building or in its agreements to perform repairs, remodeling, or decorating as set forth in Paragraph 6 and such default is not cured by Lessor within 30 days after written notice from Tenant to Lessor (unless such default involves a hazardous condition or failure to furnish heat, hot water or essential services, which shall be cured forthwith); and provided Lessor's failure to cure is not excused on account of one or more of the defenses set forth in Paragraph 6 C, in which case Lessor shall notify Tenant of specific facts constituting such excuse within said 30-day period (or in the case of a hazardous condition, or failure to furnish heat, hot water or essential services, within 5 days of Tenant's notice); or

B. defaults in the performance of any other covenant or agreement hereof and such default is not cured by Lessor within 10 days after written notice from Tenant to Lessor, Tenant may: treat such event as a breach of this Lease and, in addition to all other rights and remedies provided at law or in equity may, by giving Lessor not less than 10 days' prior written notice, terminate this Lease and the term created hereby by setting forth the date of said termination in the said 10 days' notice and vacating on or before said date, with rent paid to said termination date. Prepaid rent and Security Deposit, if any, shall be promptly refunded to Tenant.

24. TENANT'S WAIVER: Tenant's covenant to pay rent is and shall be independent of each and every other covenant of this Lease. Tenant agrees that Tenant's damages for Lessor's breach shall in no case be deducted from rent nor set off for purposes determining whether any rent is due in a forcible detainer action brought on the basis of unpaid rent.

25. LESSOR'S REMEDIES:

A. If Tenant:

- (1) defaults in the payment of any single installment of rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Lessor and such default is not cured within five days of written notice; or
- (2) defaults in the performance of any other covenant or agreement hereof, and such default is not cured by Tenant within 10 days after written notice to Tenant from Lessor (unless the default involves a hazardous condition which shall be cured forthwith);

Lessor may treat such events as a breach of this Lease and Lessor shall have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Lessor may terminate this Lease and the Term hereof, in which event Lessor may forthwith repossess the Apartment in accordance with Paragraph 15(A) hereof and Tenant agrees to pay to Lessor damages in an amount equal to the amount of rent provided in this Lease be paid by Tenant for the balance of the Term hereof as set forth in this Lease, less the fair rental value of the Apartment for said period, and, in addition, any other sum of money and damages owed by Tenant to Lessor;

(b) Lessor may terminate Tenant's right of possession and may repossess the Apartment in accordance with Paragraph 15(A) hereof without further demand or notice of any kind to Tenant and without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent hereunder for the full Term hereof. Upon and after such entry into possession without termination of this Lease, Lessor may, but need not, relet the Apartment as Tenant's agent and may, but need not, make repairs, alterations and additions in or to the Apartment and redecorate, all under the same terms and conditions as set forth in Paragraph 12 hereof. Tenant shall on demand pay to Lessor damages and all of Lessor's expenses of reletting as set forth and described in Paragraph 12 hereof. If the consideration collected by Lessor from any such reletting for Tenant's account is not sufficient to pay the amount provided in the Lease to be paid monthly by Tenant together with all such expenses, Tenant shall pay to Lessor, as damages, the amount of each monthly deficiency. Tenant agrees that Lessor may from time to time file suit to recover any such sums falling due under the terms of this Paragraph and that no suit or recovery of any portion due Lessor hereunder shall be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor except that Lessor shall not be permitted more than one recovery in the aggregate amount so due.

B. Tenant shall pay Lessor all Lessor's costs, expenses and attorney's fees in and about the enforcement of the covenants and agreements of this Lease.

26. OTHER AGREEMENTS:

A. The headings or captions of paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.

APARTMENT LEASE

- B.** "Lessor" as used herein shall refer to the person, partnership, corporation or trust hereinabove set forth in that capacity. If such person be designated an agent, Lessor shall also refer to and include the principal. Obligations and duties to be performed by Lessor may be performed by Lessor, its agents, employees or independent contractors. Only Lessor or its designated agent may amend or modify this Lease or Lessor's obligations hereunder.
- C.** All rights and remedies of Lessor under this Lease, or that may be provided by law, may be exercised by Lessor in Lessor's own name individually, or in Lessor's name by Lessor's agent, and all legal proceedings for the enforcement of any such rights or remedies, including distress for rent, forcible detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Lessor in Lessor's own name individually, or by agent of any Lessor who is a principal.
- D.** Tenant agrees that Lessor may at any time and as often as desired assign or re-assign all of its rights as Lessor under this Lease.
- E.** The words "Lessor" and "Tenant" as used herein shall be construed to mean plural where necessary and the necessary grammatical changes required to make the provisions hereof apply to corporations or persons, women or men, shall in all cases be assumed as though in each case fully expressed.
- F.** The obligations of two or more persons designated Tenant in this Lease shall be joint and several. If there be more than one party named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment hereto.
- G.** "Apartment" used herein shall refer to the dwelling unit leased to Tenant.
- H.** Tenant's occupancy or use of any storeroom, storage area, laundry room or parking space in or about the Building shall be as licensee only and, unless specifically provided otherwise in this Lease, such license is granted without charge to Tenant and may be revoked by Lessor at any time. Tenant understands and agrees that due to the construction, location and use of such storeroom, storage area, laundry room or parking spaces, Lessor cannot and shall not be liable for any loss or damage of or to any property placed therein. **Tenant should not store or leave valuable items in such areas.** The termination of this Lease for any reason shall also serve to terminate Tenant's right to use such storeroom, storage area, laundry room or parking spaces.
- I.** "Building" as used herein shall include the entire physical structure located at and about the address hereinabove stated, including machinery, equipment and appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned and operated as a single entity.
- J.** The validity or unenforceability of any provision hereof shall not affect or impact any other provision.

RULES AND REGULATIONS

These rules are for the mutual benefit of all tenants.

Please cooperate. Violations may cause termination of your Lease.

- 1.** No pets or animals without written consent of Lessor or Lessor's agent (which may be revoked on (10) ten days notice at any time). No animals without leash in any public area of the Building.
- 2.** Passages, public halls, stairways, landings, elevators and elevator vestibules shall not be obstructed or be used for play or for any other purpose than for ingress to and egress from the Building or Apartments, not shall any person be permitted to congregate or play in or around the common interior areas of the Building. All personal possessions must be kept in the Apartment or in other storage areas if provided.
- 3.** Carriages, velocipedes, bicycles, sleds and the like shall not be allowed in the lobbies, public halls, passageways, courts or elevators of the Building and are to be stored only in the garage or basement space designated to the Lessor.
- 4.** Laundry and drying apparatus shall be used in such a manner and at such times as Lessor may clearly post in such area. Clothes washers and dryers, and dishwashers, unless installed by Lessor, cannot be kept in the Apartment.
- 5.** The use of garbage receptacles or incinerators shall be in accordance with posted signs and only garbage and refuse wrapped in small, tight parcels, may be placed in garbage receptacles or incinerator hoppers. Aerosol cans or inflammable materials shall be placed in garbage receptacles or dropped into the incinerator only if so posted. They are highly explosive.
- 6.** No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or on any part of the outside or inside of Apartment or Building without the prior written consent of Lessor.
- 7.** No awnings or other projections including air conditioners, television or radio antennas or wiring shall be attached to or extend from or beyond the outside walls of the Building.
- 8.** Tenant shall not alter any lock or install a new lock or a knocker or other attachment on any door of the Apartment without the prior written consent of Lessor.
- 9.** No waste receptacles, supplies, footwear, umbrellas or other articles shall be placed in the halls, on the staircase landings, no shall anything be hung or shaken from the windows or balconies or placed upon the outside window sills.
- 10.** No noise, music or other sounds shall be permitted at any time in such manner as to disturb or annoy other occupants of the Building.
- 11.** The water closets, basins and other plumbing fixtures shall not be used for any other purpose other than for those for which they were designed; no sweepings, rubbish, rags or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by Tenant.

APARTMENT LEASE

12. There shall be no cooking or baking done in or about the apartment except in the kitchen.
13. If Lessor provides television master antenna hookup, only Lessor's authorized agent shall install Tenant's television set to master antenna and Tenant agrees to pay installation cost and annual maintenance fee. Tenant shall permit access to disconnect hookup for nonpayment. Tenant agrees to pay \$50.00 liquidated damage to Lessor's authorized agent for each illegal hookup in Tenant's Apartment.
14. No furniture filled with a liquid or semi-liquid shall be brought in or used in the Apartment unless contained in proper frame and liner.
15. Except as otherwise required by applicable law, Lessor shall have no obligation to cause or allow cable television service to be installed in the Building or the Apartment. In the event that cable television service is provided in the Building or the Apartment, Tenant understands and agrees that (a) Lessor cannot and shall not be liable to Tenant for any damage suffered by or to the person or property of Tenant due to improper or inadequate cable television installation reception, (b) Lessor shall have no obligation or responsibility to collect any fee on behalf of any provider of cable television service, and (c) Tenant shall provide access to the Apartment at all reasonable hours to allow the installation, repair or maintenance of the cable television equipment in the Building or the Apartment.
16. In consideration of the extension or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:
 1. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802))
 2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near property premises.
 3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
 4. Resident or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
 5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property premises.
 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this section shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.