

VILLAGE 34 APARTMENTS

328 SW 34TH STREET
GAINESVILLE, FL 32607

PHONE: (352) 373-1376
FAX: (352) 225-3746

Lease Agreement entered into on May 13, 2011

New Lease ___ Renewal Lease ___

1. PARTIES.

The parties to this lease are:
1.1 **Village 34 Apartments**, with a mailing address at 328 SW 34TH STREET, GAINESVILLE, FL 32607, as LESSOR; and the following as LESSEE(s):

1.2 ___, 1.3 ___, 1.4 ___, 1.5 ___

2. PREMISES

2.1 Lessor hereby leases to Lessees the following property (the premises):

Apartment # ___ known as a ___ bedroom / ___ bathroom apartment, in the Village 34 Apartments, located at 328 SW 34TH STREET, Gainesville, FL 32607 together with the furnishings and equipment shown. Lessee acknowledges that this lease is for a unit in the above described complex and of such that this lease shall be binding upon all parties in the event that the Lessees in fact occupy or is assigned a different numbered apartment.

3. TERM

3.1 This lease commences at 12:00 Noon on ___ and ends at 12:00 Noon on ___ unless sooner terminated in writing by both parties.

3.2 Lessees agree to notify Lessor, 90 days before vacating the premises, of Lessees' intent to vacate the premises at the end of the term.

3.3 In the event Lessees fail to give the required notice before vacating the premises at the end of the lease, Lessees are liable for liquidated damages in the amount of one month's rent.

3.4 If Lessees remain on the premises without Lessor's permission after the lease has terminated Lessees are liable to the Lessor for two times the monthly rent as set out in this agreement.

4. DEPOSIT: A security deposit in the amount of \$___ shall be retained as a security deposit for the faithful performance by Lessees of their obligations under this lease. The security deposit may not be applied by Lessees as rent. This deposit is refundable, at the time of termination of the lease, less any claims made by the Lessor upon such deposit. In the event Lessee leaves the premises in an unclean or damaged condition at the termination of the lease necessitating cleaning or repairs by the Lessor, additional charges will apply. Security deposit is held in a separate non-interest bearing account at Merchants and Southern Bank, Address: 5010 NW 43rd Street, Gainesville, FL 32606

4.1 The security deposit will be held in a separate bank account. Lessor is holding a security in a separate non-interest-bearing account for benefit of the lease. This means that you security deposit is held in this account cannot be commingled with other funds of the Lessor or used in any way by the Lessor until such monies are due to the Lessor.

4.2 Lessor will have 15 days after termination of this lease in which to return the security deposit to Lessees, unless Lessor intends to impose a claim on the security deposit as provided by law.

5. RENT

5.1 Pro-rated Rent (if applicable): The Lessee agrees to a pro-rated rent of \$___ which is to be paid in advance to cover the period from ___ to ___.

5.2 Lessee agrees to pay Lessor the following sum of base rent plus any other rents explained below per month in advance on the 1st day of each calendar month:

Base rent:	\$ ___
Pet rent:	\$ ___
Furniture package:	\$ ___
Other:	\$ ___
Total:	\$ ___

5.3 Additional Rent. The following will be considered additional rent: All other costs, charges, fees, late fees, monies advanced on behalf of Lessees under this lease whether or not advanced by Lessor.

5.4 All rent must be paid in United States currency without demand, setoff, or deduction to Lessor at the address provided in Section 1 no later than 5:00 pm on the 5th day of the month in which such payment is due. Any payments received after the above stated time shall incur a late fee in the amount of **\$50.00** plus **\$5.00 per day** after the 6th day of the month. Mailed rent shall be deemed paid on the date received by the Lessor and the "Mail Box Exception" shall not apply.

5.5 For the purpose of Statutory Three (3) Day Notices rent shall be defined as Base Rent plus Additional Rent, claims for damages (including property damages), or any fees or charges due under this lease.

5.6 Returned checks are subject to a **\$40.00** returned check fee.

5.7 The Lessor, in its sole discretion, may agree to allow a holdover period after the termination of the lease and may prorate such hold over to a daily rental as computed by the monthly rental divided by days in a given month. Such agreement shall only be enforceable by either party if in writing. Absent such writing, any holdover shall be deemed to be without the Lessors consent and subject to the provisions of 3.4. Early termination shall not be entitled to proration of rental fees.

Lessee's Initials: _____, _____, _____, _____

6. USE OF THE PREMISES.

- 6.1 The premises will be used and occupied by Lessees and Lessees' family as their private residence and for no other purpose.
- 6.2 In the event that there is a substantial change in the composition of the Lessees' family the Lessor shall be notified in writing of such with 10 business days. Lessor reserves the right to refuse the additional family members for just cause.
- 6.3 All persons over the age of 18 who are residing at the premises shall have their name placed on the lease as a lessee and execute a copy of this lease. Failure to do so shall result in a breach of the lease by the Lessees.
- 6.4 Lessees will not store vehicles, boats, machinery, or building materials; engage in breeding or raising of animals or birds; or conduct any commercial enterprise on the premises.

7. ALTERATIONS.

- 7.1 Lessees will make no changes, alterations, or additions in or about the premises without first obtaining Lessor's written consent. This prohibition includes but is not limited to painting, dry wall repair or modification, wallpapering or changing of appliances

8. ASSIGNMENT.

- 8.1 Lessees will not assign this lease or sublet the premises or permit guests to remain for more than one week at a time without first obtaining Lessor's written consent. Such assignment shall not absolve the Lessees of their obligations under the terms of this lease and Lessees shall be guarantors of the obligations of the sublessee. Lessor shall have no responsibility to assist the Lessee's with the assignment of this lease and Lessee's shall be responsible for all costs associated with the assignment.
- 8.2 Lessees shall pay a **\$100.00** administrative subleasing fee for all assignments.

9. COMPLIANCE WITH REGULATIONS.

- 9.1 Lessees must abide by and comply with all governmental laws, ordinances, rules, and orders that apply to tenants of dwelling units. Failure to comply with any of the aforementioned shall be deemed a material breach of the lease and subject the Lessee to immediate eviction proceedings.

10. CONDITION OF THE PREMISES.

- 10.1 Lessees have examined the premises and a rental unit, or a representative model, on or before date of this lease, the examined property was in clean and orderly condition and good repair and Lessees find all appliances in good working order. Lessees agree to accept either examined unit or a similar unit at the beginning of the term. Any conditions or deficiency of the premises present on the date of this lease, or the first date of inspection and assigned unit if entail viewing was of a representative model, must be noticed to the Lessor in writing or the Lessees shall be deemed to be the causing party of the condition or deficiency and subject to any claim of damage forward by the Lessor.
- 10.2 Notice of any condition or deficiency present within given unit must be made within 24 hours of the move in date.

11. REPAIRS AND MAINTENANCE.

- 11.1 Lessees will keep and maintain the premises, fixtures, appliances and appurtenances in good sanitary condition during the term of this lease.
- 11.2 Lessees will use the premises with due care and will pay for any repairs that are necessitated by any lack of care by Lessees or Lessees' family, guests, or invitees.
- 11.3 Lessor will make all necessary repairs to the premises within a reasonable time after Lessees notify Lessor of the need for repairs.

12. RIGHT OF ENTRY.

- 12.1 Lessor or Lessor's agents or employees will have the right to enter the premises at reasonable hours and times to confirm compliance by Lessees with the provisions of this lease that Lessees are required to perform, to inspect the premises, to make such repairs or alterations as Lessor considers proper, or to exhibit the premises to prospective purchasers, mortgage lenders, or tenants
- 12.2 Lessor will provide Lessees with reasonable notice before entering the premises.
- 12.3 Lessor reserves the right to enter the property without notice in order to make emergency repairs necessary to protect the property.

13. SUBORDINATION.

- 13.1 This lease is expressly subject to and subordinate to all contracts for sale, mortgages or security agreements that may now be or hereafter become a lien on the premises, and to any renewals, modifications, replacements, or extensions thereof, and Lessees agree that this subordination is and will remain self-operating without execution by Lessees of any document other than this lease. If any further document is required by any lender to evidence the purpose of this provision, Lessees will comply promptly with the requirements of the lender on demand of Lessor.

14. UTILITIES.

- 14.1 Lessees must pay all charges for utility services as they come due.
- 14.2 No interruption of utility services will relieve Lessees from any obligations under this lease.

15. WASTE.

- 15.1 Lessees will not commit or permit any waste of the premises, and on termination of this lease Lessees must immediately surrender the premises in good order and condition and return all keys to Lessor.
- 15.2 Failure to surrender the premises in good order and condition will subject the Lessees to additional charges.

Lessee's Initials: _____, _____, _____, _____

16. DEFAULT. Time is of the essence in the performance of this lease, and Lessees will be considered in default if:

16.1 Lessees fail to pay rent for 5 days after payment is due; or

16.2 Lessees fail to perform or observe any of Lessees' agreements or conditions under this lease to be performed or observed by Lessees, other than the payment of rent, for 7 days after demand for performance by Lessor.

17. ABANDONMENT OR SURRENDER.

17.1 By signing this rental agreement, Lessees agree that, on surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant, as provided by Florida Statutes, Lessor shall not be liable or responsible for storage or disposition of Lessees' personal property.

17.2 The property shall be deemed to be abandon if the Lessees are vacate from the property for a period of 15 consecutive calendar days without notice to the Lessor.

18. REMEDIES. If Lessees default, Lessor may exercise any of the following remedies in addition to all other remedies provided by law:

18.1 Accelerate the maturity of all rent due and to become due during the remainder of the term.

19. GENERAL PROVISIONS.

19.1 The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or Lessees' use or occupancy of the premises.

19.2 This lease contains the entire agreement between the parties, and any agreement to amend or modify this lease will be ineffective unless it is in writing and signed by both parties.

19.3 Lessees' obligation to observe or perform the covenants will survive the termination of this lease.

19.4 Lessor provides the following disclosures in accordance with federal and state statutes:

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

Radon Gas Disclosure: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19.5 Lessees shall indemnify the Lessor from an claims for damages or injury to any third parties or to Lessor when the cause of such claims for damages is the Lessees' invitees, business invitee or licensees or co Lessees.

19.6 Lessor shall have the right from time to time to notice and publish Terms, Rules and Regulations regarding conduct of the Lessees. Lessees herein agree to abide and be bound by such Terms, Rules and Regulations.

20. LEASE RENEWAL

20.1 Lessee's shall have a right to apply for a renewal subject and the Lessor shall have the right to accept or deny such application at the Lessor's sole discretion.

20.2 Application of renewal shall be given in writing 90 days prior to termination of this lease.

21. PERSONAL GUARANTEE: It is expressly agreed by the parties to this lease that the Lessor has the option, in its sole discretion, to require or dispense with the co-signature of a parent/guarantor or other co-signed and in the event such a co-signature is not required, the lack thereof shall not affect the validity or enforceability of this lease.

22. JOINT AND SEVERAL LIABILITY: All Lessees signed here to are jointing and severally liable for the full rent due under this lease and the Lessor reserves the right to pursue any damage claims against any or all Lessees as individuals or a group.

23. DELAYED OCCUPANCY: If possession of the lease premises is not delivered to Lessees at the beginning of the term because the same are not ready for occupancy or because of the holding over of any previous occupant of said premises, Lessor shall not be liable in damages to Lessee therefore, but during the period Lessee shall be unable to occupy the leased Premises, the rental therefore shall be abated. If the Lessor is not able to deliver possession to Lessee within 15 days of the date for the commencement of said term, Lessees may cancel and terminate lease and demand return of deposits and advance rent paid.

24. SUBSTITIUTION: It is acknowledged that the Lessor is leasing to the Lessee a rental space at the subject property and not a particular apartment. Lessor reserves the right to substitute and equivalent space upon reasonable notice, written or oral, to Lessee. In the event that the Lessee vacate their space prior to the end of the term of this lease without securing a sublessee the notice requirement set out herein is thereby waived and the Lessor shall be entitled to assign this lease to any other equivalent space, for any reason including convenience to the Lessor, in Lessor's complex . Such substitution shall not be deemed a retaking of said Lessees original space for the benefit of the Lessor and the Lessee shall remain liable for payment of the rent reserved herein for the balance of the term of this lease.

25. INTERRUPTION OF SERVICIES: Lessor shall not be liable for any claim of damages or rebate or change of any kind in case of interruption of the supply of water, heat, air conditioning, sewage, a lecture current, or iteration vacationed by accident, failure of power supply, or any other cause beyond the control of the Lessor.

Lessee's Initials: _____, _____, _____, _____

26. CONDEMNATION: If the whole or any part of the least premises shall be taken by any condemnation proceeding, this lease agreement shall terminate at the time the condemning authority takes possession of the part taken. All damage awarded for taking so long to be the sole property of the Lessor.

27. PETS: pets are not allowed absent a separately executed rider and indemnification addendum.

28. EXPENSE OF MISUSE: Lessee shall be fully responsible for and bear the expense of correcting stoppages or damages to equipment, appliances, or that are in or on the premises caused by the use, as determined by the Lessor. Specifically, any sanitary napkins, diapers, paint, turpentine, soil or other materials at the plaintiff toilet, tub, basin, or sink. Lessee is responsible for changing air-conditioner filters as needed, but in no event less than once every 60 days.

29. CHAPTER FOUR RULES: The following disclosure are made per pursuant to Florida Cabinet Chapter 4 section 501 .205, Florida statutes

29.1 Village 34 Apartments', telephone (352) 373-1376 and whose address is 328 SW 34TH STREET, Gainesville, FL 32607 is authorized to receive notices and demands in regard to the lease property.

30. All parties to lease here by acknowledge and agree that proper venue for any dispute filed under this lease shall be Alachua County Florida.

31. The parties to this action acknowledge and agree that the Lessor may claim attorney's fees and costs for any and all actions whether filed in court or prior to the filing of the complaint and lease will be obligated to make a payment on such. It is further acknowledged is that the right for attorney's fees shall continue beyond judgment received for any demand regarding this lease and Lessor shall be entitled to collect attorney's fees for post judgment collection. The interest rate for any judgment shall be 18 percent.

I acknowledge the Lessor has made the above disclosures to me on the date for the above and below I have read understood, and agree to be bound by each of them. I have read the foregoing lease, that account thereof, and executed the same.

Signed, sealed, and delivered in our presence as:

LESSOR:

LESSEE(s):

Village 34 Apartments

Date

Date

Date

Date

Date

Village 34 Personal-Guarantee

SIGNATURES NOT SIGNED ON PREMISES MUST BE NOTARIZED

For value received, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby guarantees absolutely and unconditionally, prompt performance and payment when due, whether at maturity, by acceleration or otherwise, all obligations of those signing as "Resident" herein above in favor of Village 34 Apartments including without limitation all terms of the lease agreement and agree to pay all costs and expenses, including attorneys fees, whether it is at the trial or appellate level, and whether suit be filed or not, incurred in the enforcement of this guarantee. No renewal or extension of lease, no release for surrender of any security for debt relief, no release or surrender of any security for said lease, no release of any person, primary or secondary liable of any such obligation, no delay in enforcement of payment of that obligation no delay or omission exercising any right or power under said note, lease or any other documents or agreement shall affect the liability of the undersigned hereafter. The undersigned expressly waives presentment, protest, demand, notice of dishonor or default, notice of acceptance of the guarantee and of any kind with respect to said lease, obligations or agreements, or the performance of the obligations under said lease or otherwise. The undersigned hereby consents and expressly agrees to be bound by all the terms of provisions of said lease obligations contained therein, and any other agreement under the terms of which the resident may be obligated to, or owe performance to Village 34 Apartments.

Signed and dated _____

GUARANTOR _____

STATE OF _____

COUNTY OF _____

The foregoing personal guarantee was acknowledged or signed before me this ____ day of _____, 20__, by _____ who is personally know to me or has provided the following identification _____.

Signature of Notary Public-State of Florida

GENERAL RULES

The management has furnished the following rules and regulations, in an effort to provide each tenant and his/her family with a quality, safe, and peaceful living environment. Violation of any of the General Rules is considered a breach of contract. Lessee will be issued a notice of noncompliance and given seven (7) days to cure.

1. **Occupancy of Apartment:** Occupancy shall be limited to two persons per bedroom. Over-night guests are not permitted if they cause an apartment to exceed this limitation. Management in writing must approve continuous over-night guests exceeding forty-eight (48) hours. Reoccurring overnight guests, or guests stay in excess of 15 nights per month, must be placed on the lease and approved by the Lessor. Lessor reserve the right to refuse to add such parties from to the lease and or to allow their continuing occupancy.
2. **Sidewalks and Stairs:** Specifically for ingress and egress only. All personal items of residents must be kept within the apartment. Bicycle racks are provided for residential use. Chairs, toys, barbecue grills, etc. must be inside the dwelling, when not in use and attended to.
3. **Noise:** Residents, their children and their guests shall not make or permit any noises, which interfere with the rights, comfort or convenience of other tenants. Conversations, stereos, radios, televisions, musical instruments or other noise making appliances shall be operated at volume levels as not to disturb neighbors. Children should refrain from running and jumping in the apartment. Violations of neighbor's quiet enjoyment may subject the violating resident to an eviction from the premises and damages resulting from the loss of rent for the lease duration. Automobiles with loud mufflers (or a lack of mufflers) or radios played so they can be heard beyond the confines of vehicle shall be deemed as disturbance of other resident's quiet enjoyment. Children should be instructed by their parents on being considerate (when playing outside) of others; especially with regards to their noise level.
4. **Pets:** No dogs, cats, birds or pets of any kind will be permitted on the premises or in all apartments without prior written consent, the execution of a pet agreement and the payment of the pet fee and/or pet deposit. Pets may not be left unattended outside the resident's apartment (patio/balconies). **Pets must be on leashes at all times** when outside the apartment. In the event pets are found unattended, animal control will be called to remove them without notice to the occupants of the unit. Pets disturbing other residents are not permitted. Violations of pet provisions may subject the resident to eviction from the premises, damages resulting from the pet and the balance of the lease duration.
5. **Pest Control:** Management provides through an independent contractor monthly pest control service to each apartment and will arrange other call-backs as necessary. It is imperative and required that each apartment be treated a minimum of once a month so as not to create problems in adjacent apartments. Pet owners are responsible for ensuring apartments remain free of flea and tick problems.
6. **Plumbing/ Garbage Disposal:** Resident shall bear the cost of repair should breakdown or stoppage be the result of improper use other than intended. Sanitary napkins, tampons, cigarette butts and grease will stop up plumbing. Animal fats, grease, coarse food, and other non-food items will stop up garbage disposal.
7. **Locks and Security Systems:** Residents are prohibited from adding locks to the apartment or installing other security devices or alarms without written consent from management. Smoke detectors have been provided, by management, to warn residents in case of a fire. Residents should occasionally test their detector to insure working condition.
8. **Automobiles; Motorcycles:** Vehicle owners are responsible for the safe operation of their vehicle(s). The speed limit on the property is eight (8) miles per hour and will be strictly enforced. Parking is permitted only within the designated paved parking lot within the confines of the striped parking spaces. There is no reserved parking; however, parking has been designated for handicapped individuals with proper handicapped permits. (If applicable) Parking permits must be attached to the lower left corner of your windshield. Guest tags must be placed on the rear-view mirror of all visitors' vehicles. Non-operative vehicles, including those with flat tires are not permitted on the premises. Management may investigate vehicles that remain unmoved for more than a week as to the operability and request that the vehicle be moved. Vehicles with oil or other leaks will be removed from the property until repaired. All vehicles on the premises shall be registered with and approved by management. Management reserves the right to limit the number of vehicles per apartment to two (2), total, so as not to create an overload on available parking. Resident understands that their vehicle maybe towed, at their own cost, any vehicle(s) without parking permits or guest tags (if applicable), or that is deemed by management as inoperable. Car alarms going off for more than one (1) minute shall be deemed as excessive noise and a violation of other residents' quiet enjoyment. Repairing or lubricating vehicles on the premises is not permitted.
9. **Signs:** Residents shall not display any signs or other postings which will be visible on the exterior of the apartments or back patios.

Lessee's Initials: _____, _____, _____, _____

10. **Electric:** Running exposed wires or a fixture in violation of electrical codes is prohibited. Management discourages the use of portable heaters within the premises. Small electric appliances, Christmas lights, etc. should be unplugged when residents leave the apartment. All elements on the stove and in the oven should be turned off when left unattended.
11. Outside drying of clothes is prohibited. This includes patio/balcony areas.
12. **Moving:** Moving of household goods is restricted to the hours of 7:00 a.m. to 7:00 p.m. A move-in inspection must be completed prior to move in.
13. **Aerials and Antennae:** Outdoor aerials and antennae are not permitted.
14. **Garbage and Trash:** Dumpsters are provided in two (2) locations on this property. All refuse must be placed *within* these dumpsters. Residents cannot leave garbage of any kind outside of their apartment. There will be a **\$25.00** removal fee for any trash that has to be removed by management. Furniture removal is the sole responsibility of the residents and dumpsters are not provided for that purpose. Any person dumping furniture inside or around the dumpster areas will automatically forfeit their entire security deposit. It is forbidden to throw trash on or around dumpsters and to throw cigarette butts anywhere on the premises. Residents are expected to maintain the cleanliness of their patio and immediate vicinity and not to litter.
15. **Flammable Materials:** Local health and safety codes and state insurance regulations make it mandatory that no gasoline or other combustible, flammable materials shall be kept in any apartment and under no circumstances shall, gas grills, motorcycles, mini-bikes or other gasoline powered equipment be kept in an apartment or on patio/balcony areas.
16. **Children and Guests:** Residents shall be responsible for the conduct of their children and guests. Acts of children or guests in violation of the lease or rules and regulations may be deemed by management to be a breach of contract by resident. Residents will be held liable for damages resulting from their actions and the actions of their children and guests.
17. **Patio/balcony areas** will be kept clean and neat at all times. No rugs, towels, drying clothes etc., shall be hung or stored on the patio/balcony. Tenants are responsible for keeping their apartment clean to include carpet, appliances, plumbing, fixtures, tile and countertops. Poor housekeeping breeds insects, odors and deteriorates physical components of the property. Management may notify residents of lack of care to the apartment and failure to resolve may result in the contract being deemed to have been breached.
18. **Drapes and Shades:** All drapes, shades and other forms of window coverings installed by residents must be lined in white to present a uniform exterior appearance. Village 34 provides mini-blinds for the bedrooms and vertical blinds for sliding glass doors. Blankets, sheets, towels, aluminum foil, tablecloths, clothing and matting are not acceptable by management as window covering. Night lighting which projects any color, other than white or off-white, to the outside are not acceptable.
19. No adhesive hangers except standard picture hooks, shade brackets and curtain rods may be placed on walls, woodwork or any other part of the apartment.
20. No chains will be permitted on stair rails or support beams. Bicycle racks are provided for securing residents' bikes.
21. No foul language is permitted in areas of common usage.
22. Roads and side-walks are for ingress and egress only. Skateboards, roller-blades and loud toys are not permitted. No loitering is allowed.
23. **Bicycles:** All bicycles are to be stored at the bike racks provided. Management may remove any otherwise unattended bicycles without liability.
24. **Lock-outs:** There will be a **\$25.00** lock-out charge for after-hours lock-outs as of the second such occurrence. It is the responsibility of the residents that they and their children have keys to their apartment.
25. **Insurance:** Village 34 is not responsible for insuring residents' personal property within their apartments or vehicles. Residents should purchase renter's insurance as well as car insurance. Waterbeds are not permitted without waterbed insurance in effect as well as approval by management. Vandalism or damage occurring to residents' vehicles is covered by resident's automobile insurance. Residents park their vehicles on the premises at their own risk. Appliance failures, such as the refrigerator not cooling, must be reported to management when they occur.
26. **Exercise Room (IF APPLICABLE):** Exercise is at the residents' own risk. Village 34 shall not be liable for injury occurring with use of the room or the equipment there in. This facility is for residents only and their children exceeding the age of eighteen (18) years old. Residents shall be responsible for damage to the room or equipment during use. After use, equipment must be placed back in an orderly fashion.

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- 27. **Damage to property:** Residents shall be liable for any damage to their apartment, the components there in and the other amenities or facilities provided and shall reimburse Village 34 any cost to repair or replace the damaged property.
- 28. The resident shall not use shelf paper with adhesive backing on cabinets, as it will take the wood finish off the cabinets or their interiors.
- 29. Any changes or addendum to any lease made by Village 34 shall be done in writing only. No verbal agreements that are made by management will be binding to Village 34.

30. **Pool (IF APPLICABLE):** management reserves the right to restrict pool privileges to those who fail to comply with the rules!

*******USE OF SWIMMING POOL IS AT YOUR OWN RISK*******

- (1) Pool closes at 11:00 P.M. DAILY.
- (2) BIKES / ROLLER BLADES ARE NOT PERMITTED AT THE POOL AREA!
- (3) Limit two (2) guests per apartment and guests must be accompanied by a resident at all times.
- (4) ALL GUEST MUST ABIDE BY THE RULES. Anyone failing to do so, will be asked to leave AT ONCE.
- (5) All children under the age of sixteen (16), must be accompanied by an adult at all times at the pool-area.
- (6) Parents are required to supervise and enforce all pool rules with their children.
- (7) Please read and comply with the pool rules posted next to the pool. These rules were made to comply with city regulations and to insure the rights and safety of everyone.
Please be very strict with the following:
 - A. NO RUNNING IN THE POOL AREA
 - B. NO PUSHING OR SHOVING
 - C. NO JUMPING INTO THE POOL ON TOP OF OTHER SWIMMERS.
- (8) Removal of pool furniture from the pool area is strictly prohibited.
- (9) **NO GLASS AT THE POOL AREA!**
(This includes beer and wine bottles, glasses, cups and plates made of glass, ketchup and mustard bottles, etc.)
- (10) No pets or alcohol will be allowed in or around pool area.

Please have consideration for others at the pool area. Remember we do not all like the same type of music. If you want to play your music loudly, USE HEADPHONES!! Please return your pool furniture to its proper place and pick up your own trash.

*A copy of the rules has been issued to me upon signing of this lease agreement with Village 34 Apartments.

1. _____

Lessee

Date

2. _____

Lessee

Date

3. _____

Lessee

Date

4. _____

Lessee

Date