

1 **RESIDENTIAL TERM LEASE AGREEMENT**

2
3 **THIS IS A LEGALLY BINDING CONTRACT, INCLUDING THE SPECIFIC AND GENERAL**
4 **TERMS DESCRIBED BELOW AND CONSISTING OF 10 PAGES. IF NOT UNDERSTOOD,**
5 **TENANT(S) SHOULD SEEK ADVICE FROM COMPETENT LEGAL COUNSEL BEFORE**
6 **SIGNING.**
7

8 **PARTIES:** Everyday Property Management LLC, registered at P.O. Box 5500, Kalispell, MT, 59901,
9 hereinafter known as “Manager” and _____,
10 _____,
11 hereinafter known as “Tenant(s)” agree as follows:
12

13 **SPECIFIC TERMS**

14
15 **NOTICE OF STATUS AS MANAGER:** Manager hereby notifies Tenant(s) that Manager is
16 authorized to manage the Premises, which are described below, on behalf of its owner, as the owner’s
17 representative and that the Manager is authorized to accept service of process, notices and demands on
18 behalf of the owner. The address of the Manager, for purposes of service of process, notices, and
19 demands is: P.O. Box 5500, Kalispell, MT, 59901. The Manager’s telephone number is (406-407-3140).
20

21 **PREMISES:** The Tenant(s) hereby agree to lease the premises located at _____
22 _____, in the city of _____, in the county of _____,
23 consisting of _____ Bedroom(s), _____ Bath(s), _____ Smoke Detector(s), _____ Carbon Monoxide
24 Detector(s).
25

26 **ADDITIONAL OCCUPANTS:** In addition to the Tenant(s) identified above, the following individuals
27 may occupy the premises:
28 _____
29

30 **TERMS OF LEASE:** This Agreement shall begin on _____ (day) _____ (month),
31 _____ (YYYY), at which time Tenant(s) shall be entitled to possession of the unit. This tenancy is
32 (check one of the following):
33

- 34 MONTH – TO – MONTH. A month-to-month agreement terminates by Manager
35 or Tenant(s) giving the other party to this Agreement thirty days written notice to
36 terminate; or
37 FIXED TERM for a period ending on _____ 20 _____. A fixed term lease
38 terminates upon the expiration of the agreed upon term, subject to the Holdover,
39 Default and Termination provisions of this Agreement.
40

41 **RENEWAL:** Upon expiration of the initial Lease Term, Manager and Tenant agree to accept the default
42 extension period for the lease chosen by the Tenant pursuant to (a) through (d) below. This renewal term
43 shall become effective if a revised lease is not agreed to by both parties, or if neither party gives a 30-
44 day written notice of termination to the other prior to this Agreement’s original termination date:
45

46 Upon expiration, unless 30-days' written notice is provided to the Manager, the **Tenant agrees that the**
47 **following shall occur by default:**

48
49 a. The lease shall be renewed for an additional term of equal length as the original
50 term.

51 _____, _____
52 Tenant(s) Manager

53 b. The lease shall automatically renew for a set term of _____ months.

54 _____, _____
55 Tenant(s) Manager

56 c. The lease shall automatically renew on a month-to month basis.

57 _____, _____
58 Tenant(s) Manager

59 d. The lease shall automatically terminate at the conclusion of the initial term of the
60 tenancy.

61 _____, _____
62 Tenant(s) Manager

63 The Manager, with 30-days' written notice prior to expiration of the initial Lease Term, shall
64 give Tenant notice of changes to the rental agreement that will apply to subsequent terms,
65 including, but not limited to, increases in monthly rent or to recover possession of the premises.

66
67 **PAYMENT TERMS:** The Tenant(s) agrees to pay Manager the amounts set forth as follows:

68
69 **First Month's (pro-rated) Rent:** Upon entry into this Agreement. \$ _____ +

70 **First Month's (pro-rated) Pet Rent:** #pets ___ X \$50/pet X pro-ration \$ _____ +

71
72 **Monthly Rental:** On the first (1st) day of each month hereafter. \$ _____

73 **Monthly Pet Rent:** # pets ___ X \$50/pet, due the 1st of the month \$ _____

74 **Utility Reimbursement:** On the first (1st) day of each month hereafter. \$ _____

75 **Security Deposit:** Upon entry into this Agreement. \$ _____ +

76 **Additional Security Deposit:** Upon entry into this Agreement. \$ _____ +

77 **Add/Remove Tenant:** \$40/tenant, does not include \$35 application fee \$ 40.00

78 **Late Charge:** For rent not paid by 4:00 p.m. on the 5th of the month \$ 50.00

79 **NSF Check Fee:** In accordance with Montana law. \$ 30.00

80 **Lease Violation Notices, each:** As provided in General Terms. \$ 15.00

81 **Administration Costs for Default of Lease:** \$ Actual Cost

82
83 **Resident Handbook (E-mailed copy=FREE; Printed copy=\$3.00)** \$ _____ +

84 **Other:** _____ \$ _____ +

85 _____ \$ _____ +

86
87 **Total Amount due upon entry into this Agreement:** \$ _____ =

88
89 **UTILITIES:** The utilities checked below, if available at the property, are the obligation of the
90 Tenant(s). Tenant(s) agrees to contract with and pay the provider directly for the following utilities.

91 Public Water Private Water Sewer/Septic Trash Electric

92 Natural Gas Propane Land-line Phone Cable TV Internet
93 Other(s): _____
94

95 **SERVICES:** The services checked below are the obligation of the Tenant(s). If Tenant(s) retains a third
96 party to provide any of these services, Tenant(s) shall pay such third party directly.

97 Snow Removal-walkways Lawn Mowing Gasoline for Lawn Mowing
98 Weeding Cleaning gutters Cleaning (vacuuming, cleaning bathrooms, etc.)
99 Change HVAC Filters Replace light bulbs Snow Removal/Plowing-driveway and entrance
100 Other: _____

101 **KEYS/GARAGE DOOR OPENERS:** The Tenant(s) shall pay actual costs for rekeying or replacement
102 for the keys and/or garage door opener, if the following are either lost or not returned upon termination
103 of this Agreement:

104 _____ Door Key(s) _____ Mailbox Key _____ Storage Key(s) _____ Storage Lock
105 _____ Laundry Key(s) _____ Garage Key _____ Garage Opener(s) _____ Other: _____
106

107 **ADDENDA: The following checked items are incorporated into the terms of this Agreement:**

108 Tenant's Application Resident Handbook (em or phys) Clean/Repair/Replace Price List
109 Pet Lease Agreement Move-in Property Condition Rpt Rules Regulations & Maintenance
110 Third Party Guarantee Owner Mold Disclosure Copy of 30 Day Notice to Vacate
111 Copy of Work Order Copy of Notice to Vacate Early Copy of Tenant Insurance Req.
112 Move-Out Info. Sheet Cleaning & Move Out Protocol Copy of 24-hour Cleaning Notice
113 New Client Survey Mont. Code Ann. § 70-24-430 (Disp. of Abandoned Property)
114 "Protect Your Family From Lead in Your Home Handout" Other(s): _____
115

116 **SPECIAL PROVISIONS:**

117 A tenant who receives notice of a proceeding to recover the real property occupied by the tenant or the
118 possession of the real property shall immediately inform the Manager of the notice and shall also deliver
119 to the Manager the notice, if in writing, and is responsible to the Manager for all damages that the
120 Manager may sustain by reason of any omission to inform the Manager of the notice or to deliver it to
121 the Manager if in writing.
122

123 **THE GENERAL TERMS CONTAINED IN THE SECTION THAT IMMEDIATELY**
124 **FOLLOWS ARE AN INTEGRAL PART OF THIS AGREEMENT.**
125
126

GENERAL TERMS

127 **RENT:** On-time Rent is payable in advance or on the 1st of the month, but no later than 4:00 p.m. on the
128 5th of the month on the day indicated herein for each calendar month to Manager at the address
129 indicated in the specific Terms of this Agreement, or at such other place as may be designated by
130 Manager from time to time. Acceptance of rent does not constitute a waiver of prior Tenant(s) default.
131 All payments made by Tenant(s) shall apply first to the oldest sums due and owing under the terms of
132 this Agreement. The rent must be paid with a single check unless the Manager has agreed in writing to
133 accept separate checks from the Tenants. The Manager will not accept postdated checks, endorsed third
134 party checks or cash. **Payments should be made payable to: Everyday Property Management.**

135 **LATE CHARGE:** In the event rent is not paid by the date set out in the Specific Terms of this
136 Agreement, a late charge in the amount set forth therein shall arise. The late charge period is not a grace

137 period and Manager is entitled to pursue the remedies provided herein if rent is not paid when due. All
138 late fees shall be deemed additional rent for the rental month and shall be paid and collected as such.

139
140 **PAY OR VACATE NOTICE.** Manager will charge and Tenant agrees to pay Manager's administrative
141 costs upon issuance of a Pay or Vacate Notice (POV). This fee is non-refundable and Manager will
142 charge Tenant each month a POV is issued due to late rent payment.

143
144 **NSF CHECK CHARGE:** In the event any payment, made by check, to the Manager by Tenant(s) is
145 returned unpaid, the Tenant(s) payment shall not be considered made until such funds are made good. In
146 addition, Tenant(s) shall also pay the NSF Check Fee set out in the Specific Terms of this Agreement
147 and from that time forward, all payments shall be made in the form of a cashier's check or money order.

148
149 **SECURITY DEPOSITS:** Tenant(s) agree to pay concurrent with the signing of this Agreement a
150 security deposit to secure Tenant(s) compliance with all of the conditions of this Agreement and
151 Manager's Rules and Regulations, if any. *Manager or Owner* will hold all security deposits in a trust
152 account. If held in an interest-bearing trust account, all interest will be retained by Manager or Owner to
153 cover bank service charges relating to the trust account. Manager is not required to provide trust account
154 information to the Tenant(s). The security deposit shall not be deemed rent for any rental month, unless
155 Manager elects to do so nor shall it constitute a measure of Manager's damage in the event of default by
156 Tenant(s). If the Tenant(s) defaults under the conditions of this Agreement and/or Manager's Rules and
157 Regulations, if any, or upon the expiration for the term of this Agreement, Manager may deduct a sum
158 equal to the damage alleged to have been caused by the Tenant(s), together with a sum equal to the
159 unpaid rent due and owing at the time of the termination of the lease, late charges, utilities, damages due
160 under lease provisions, and other money owing to the Manager at the time of deduction, including a sum
161 for actual cleaning expenses. If the security deposit is insufficient to satisfy such sums, owing Tenant(s)
162 shall pay the deficiency upon demand. If Tenant(s) fail to pay such deficiency upon demand, Manager
163 may proceed with collection of such deficiency using any lawful means. Any excess of the security
164 deposit will be returned in accordance with the Residential Tenant(s)'s Security Deposit Act (Mont.
165 Code Ann. §70-25-101, et. seq.) to the forwarding address provided by Tenant(s) together with a
166 security deposit statement.

167
168 **ADDITIONAL OCCUPANTS / GUESTS:** The premises shall not be occupied by any person other
169 than those named as Tenant(s) or additional occupants in this Agreement, without the prior written
170 consent of the Manager. Tenant(s) shall not permit any guest to stay more than seven consecutive days
171 in any twelve-month period, without prior written consent of the Manager. Any guest who stays in
172 excess of this amount shall be considered an unauthorized occupant.

173
174 **LAWN CARE AND SNOW REMOVAL:** When required by this Agreement, lawn care includes
175 weeding, trimming and raking as necessary as well as mowing to prevent grass lengths in excess of 4
176 inches and watering in accordance with local regulations. Tenants will remove snow in accordance with
177 local regulations. If the Tenant fails to perform lawn care or snow removal obligations, Manager will
178 cause said performance and bill the Tenant for actual costs incurred.

179
180 **ANIMALS / PETS:** No pets shall be permitted on the premises, except the following described pet(s)
181 for which an additional security deposit has been made and a Pet Lease Agreement has been executed:
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Tenant is solely responsible for all damages caused by pets. Failure to properly supervise and/or care for pets shall be grounds for termination of this agreement. Tenant(s) or their guests will not bring or allow animals on the premises at any time without a prior written consent from the Manager. Tenants will sign a separate pet agreement in the event that Manager approves a request for a pet.

RULES AND REGULATIONS: The Manager may adopt Rules and Regulations concerning the Tenant(s) use and occupancy of the premises pursuant to Mont. Code Ann. §70-24-311. Tenant(s), additional occupants and all guests shall abide by all Rules and Regulations, including but not limited to those concerning noise, odors, disposal of refuse, animals, parking, and use of common areas.

ORDINANCES AND STATUTES: Tenant(s) shall comply with all applicable statutes, ordinances, and requirements of all Municipal County, State, and Federal authorities and with any applicable private restrictive covenants regarding the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant(s) will not assign their interest in this Agreement or sublet any portion of the premises without prior written consent of the Manager.

MAINTENANCE, REPAIRS, OR ALTERATIONS: Tenant(s) acknowledge that the premises are in good order and repair, unless otherwise indicated in this Agreement. Tenant(s) shall not destroy, deface, damage, impair or remove any part of the premises. Tenant(s) will maintain the premises in a clean, safe and sanitary manner, including the maintenance of all smoke detectors and carbon monoxide detectors located in the premises. Tenant(s) shall be liable for damages caused by their actions and those of additional occupants and guests. Tenant(s) shall not re-key any locks, paint, paper, redecorate, or make other alterations to the premises without the prior written consent of the Manager.

INSPECTIONS: Except in emergencies, Manager shall give Tenant(s) a (24) hour notice of intent to enter the premises at a reasonable time for the purpose including, but not limited to, inspections, to make repairs or alterations, to supply services or exhibit the premises to potential tenants, purchasers, mortgagees, owners or workmen. Tenant(s) shall not deny Manager or Manager’s inspector access to the premises.

INSURANCE AND LIABILITY: Tenant(s) shall obtain and maintain a policy of renter’s insurance in an amount of no less than (\$ _____). Tenant(s) shall name Manager as additional insured on the policy and provide a copy of the policy indicating the coverage to the Manager within (30) days after assuming occupancy.

On _____, Tenant(s) provided a copy of the policy required herein.

MANAGER

Manager is not liable to Tenant(s), and does not insure Tenant(s), for any personal injury or property damage caused by the act or omission of any other Tenant(s) or third party, or by any criminal act or activity, war, riot, insurrection, fire or act of God. Tenant(s) acknowledges responsibility for securing Renter’s insurance to cover Tenant(s)’ personal property against any loss or damage.

229 **ABSENCES:** Tenant(s) shall notify Manager of any anticipated absence of greater than (7) days or such
230 absence will be considered abandonment of the premises and Manager may reenter and re-rent the
231 premises. Tenant(s) shall be responsible for any damages to the premises caused by the Tenant's/s'
232 absence.

233
234 **DEFAULT:** Tenant(s) agree that each of the terms of this Agreement and of Manager's Rules and
235 Regulations, if any, constitutes an independent condition of Tenant(s) right to possession of the
236 premises. Any failure by Tenant(s) to comply with one or more of such terms shall constitute a default
237 under the terms of this Agreement and Manager may terminate Tenant(s) right to possession of the
238 premises and other rights under this Agreement, together with such other remedies as provided by
239 Montana law.

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241 **ABANDONED PERSONAL PROPERTY:** Upon termination of tenancy, if Tenant(s) fails to remove
242 personal property from the premises, Manager shall adhere to Mont. Code Ann. §70-24-430, a copy of
243 which is herewith provided.

244
245 **VACATING PREMISES PRIOR TO TERMINATION:** Tenant(s)' obligation under the terms of this
246 Agreement shall not cease upon surrender of premises. Such obligation shall continue until this
247 Agreement expires. In the event that one or more, but fewer than all, Tenant(s) vacate prior to the
248 termination of this Agreement, the remaining Tenant(s) shall remain liable for the full sums due
249 hereunder. The remaining Tenant(s) may locate a prospective Tenant(s) acceptable to them; however,
250 Manager must approve such prospective Tenant prior to taking occupancy. In all cases, vacating
251 Tenant(s) shall remain jointly and severally liable under the terms and conditions of this Agreement.
252 Furthermore, no portion of the security deposit shall be returned, until the termination of this
253 Agreement, and, if then, only as provided herein.

254
255 **TERMINATION OF TENANCY:** Upon termination of tenancy, Tenant(s) shall return premises to
256 Manager in the same condition and repair as when received, ordinary wear and tear expected, and free of
257 all Tenant(s)' personal property, trash and debris. Tenant(s) acknowledges that no representations as to
258 the condition or repair of the premises, or as to Manager's intentions with respect to any improvements,
259 alteration, decoration or repair of the premises, have been made to Tenant(s), unless provided in this
260 Agreement. Tenant(s) acknowledges receipt of a written statement of the condition of the premises.
261 Upon termination of this Agreement, the parties agree as follows:

- 262
263 1. Manager shall provide Tenant(s) written notice of the cleaning necessary to bring the
264 premises back to its condition at the time of its renting.
265
266 2. Tenant(s) shall have (24) hours after receipt of said notice to complete the required cleaning.
267
268 3. Failure to accomplish said cleaning within the time allowed entitles Manager to deduct the
269 cost of cleaning and/or repairs from the security deposit.
270
271 4. Within (30) days after the termination of the tenancy, Manager shall provide Tenant(s) with a
272 written list of any rent due and any damages and cleaning charged deducted from the security
273 deposit and payment of the difference, if any, between the security deposit and the deducted
274 charges.

- 275
276 5. If after inspection there are no damages to the premises, no cleaning required, and no rent
277 unpaid and if the Tenant(s) can demonstrate that no utilities are unpaid by the Tenant(s), the
278 Manager shall return the security deposit within (10) business days.
279

280 **EARLY TERMINATION OF LEASE:** Tenant(s) agree that they shall pay Manager the sum of \$175
281 additional actual administrative costs associated with the early termination of the lease. **In addition to**
282 **this fee, Tenant(s) remain liable to Manager for damages, cleaning, and all rent that shall accrue**
283 **until the dwelling is re-rented.**
284

285 **TENANT(S) OBLIGATIONS:** Tenant(s) are obligated as follows:
286

- 287 1. To comply with all obligations primarily imposed upon Tenant(s) by applicable provisions of
288 building and housing codes materially affecting health and safety.
289 2. To keep that part of the premises that they occupy and use as reasonably clean and safe as the
290 condition of the premises allows.
291 3. To dispose from the dwelling all ashes, garbage, rubbish, and other waste in a clean and safe
292 manner. All trash must be bagged, securely closed and placed in the appropriate, provided
293 trash containers. No accumulation of trash inside or outside the dwelling is permitted.
294 4. To refrain from allowing any amount of grease, butter or oil used in cooking to enter the
295 plumbing system.
296 5. To keep all plumbing fixtures in the dwelling unit or used by Tenant(s) as clean as their
297 condition permits.
298 6. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air
299 conditioning facilities as well as elevators and other facilities on the premises.
300 7. To conduct themselves and require other persons on the premises by consent of Tenant(s) to
301 conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of their
302 premises, including regarding quiet hours between the hours of 10:00 p.m. and 8:00 a.m.
303 8. To use parts of the premises including the living room, bedroom, kitchen, and dining room in
304 a reasonable manner considering the purposes for which they were designed and intended;
305 9. To neither commit nor allow any illegal acts on or about the premises.
306 10. To periodically inspect the premises and immediately notify Manager of necessary repairs;
307 11. To not place indoor furniture outside at any time.
308 12. To not store personal property in the interior common areas and hallways and to utilize
309 exterior storage only as designated.
310 13. **NO SMOKING.** Pursuant to the terms of the Lease/Rental Agreement, the Parties
311 acknowledge that there will be no smoking, vaping, e-ciging of any substance in or within 25
312 feet of the leased/rented premises by Tenant or Tenant's guests or invitees.
313 14. For purposes of this Lease/Rental Agreement, the Parties stipulate and agree that the term
314 "smoking" includes, but is not limited to the "smoking" of any substance, legal or illegal. It
315 specifically includes smoking marijuana and/or marijuana derivatives, regardless of whether
316 the use of the marijuana or marijuana derivative is otherwise legal.
317 15. Tenant shall not grow, or allow to be grown, marijuana plants in or upon the leased premises.
318 16. Tenant shall not allow any other person who is upon the premises with Tenant's consent to:
319 grow, manufacture, trade, sell, convey or otherwise transfer marijuana or marijuana products
320 to any other person.

- 321 a. This prohibition shall apply to all growth and manufacture of marijuana and
322 marijuana products whether legal or illegal upon the premises.
- 323 17. Violation of the prohibition on the growth and/or manufacture and/or trade/sale of marijuana
324 plants or marijuana products constitutes a material violation of the Lease/Rental Agreement
325 and is grounds for termination of the Lease/ Rental Agreement upon 14 days' notice by
326 Manager.
- 327 18. Pursuant to Montana law, and the Lease/Rental Agreement, Tenant agrees to not use,
328 manufacture, sell, distribute or possess any illegal drugs upon the Leased/Rented premises or
329 allow or tolerate others who are there with their permission to do so.

330
331 **HAZARDS:** BBQ grills, open fires (campfires), satellite dishes, waterbeds, aquariums, trampolines,
332 swimming pools and hot tubs as well as any other hazardous or potentially hazardous item, are allowed
333 **only** with written permission.

334
335 **WAIVER OF DEFAULT:** Manager's failure to require strict compliance with the conditions of this
336 Agreement or to exercise any right provided for herein, shall not be deemed a waiver of such default,
337 nor limit Manager's rights with respect to that, or any subsequent default.

338
339 **APPLICATION OF PAYMENTS.** All payments made by the Tenant will be applied first to damage
340 and cleaning charges, then to insufficient funds check charges, late charges, attorney's fees, and past due
341 rent from the oldest month to the newest month, in that order.

342
343 **SEVERABILITY:** If a part of this Agreement is invalid, all parts that are severable from the invalid
344 part shall remain in effect.

345
346 **NOTICES:** Unless otherwise provided, all notices shall be in writing. Notices may be given personally
347 or by mail, postage prepaid, with certificate of mailing to Tenant(s) at the premises or to the Manager at
348 the address stated in the Specific Terms of this Agreement or at such other places as the parties may
349 designate from time to time. Notice is deemed effective (3) days after mailing or upon personal delivery.

350
351 **TIME:** Time is of the essence to the terms of this Agreement.

352
353 **JOINT AND SEVERAL LIABILITY:** It is expressly understood that this Agreement is between
354 the Manager and each Tenant(s) jointly and severally. Each Tenant(s) will be responsible for timely
355 payment of rent and performance of all other provisions of this Agreement.

356
357 **LEAD-BASED PAINT DISCLOSURE: Lead Warning Statement:** Housing built before 1978 may
358 contain lead-based. Lead from paint, paint chips, and dust can pose health hazards if not managed
359 properly. Lead exposures are especially harmful to children and pregnant women. Before renting pre-
360 1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in
361 the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

362
363 **MANAGER'S DISCLOSURES:** The Manager hereby discloses the presence of lead-based paint
364 and/or lead-based paint hazards by initialing the blanks and checking the appropriate boxes as follows:

365
366 _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

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Manager knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):

Manager has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

_____ (b) Records and Reports available to the Manager (check one below):

Manager has provided the Tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows: _____

Manager has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

TENANT(S)' ACKNOWLEDGMENT: Tenant(s) acknowledges, by his/her initials in the blanks provided below, as follows:

_____ (c) Tenant(s) has received copies of all information listed in item (b).

_____ (d) Tenant(s) has received the pamphlet "Protect Your Family from Lead in Your Home."

MANAGER'S ACKNOWLEDGMENT: The Manager acknowledges as follows:

_____ (e) Manager has informed the owner of the premises of his obligations under 42 U.S.C. §4852 (d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATIONS: The parties have reviewed the information above and certify, to the best of their knowledge, that the information, which they have provided, is true and accurate.

FAIR HOUSING: Civil rights laws of the United States prohibit housing discrimination based on race, religion, sex, national origin, color, handicap, or family status. All parties to this Agreement shall act according to said law.

ATTORNEY'S FEES AND COSTS OF COLLECTION: In the event that it becomes necessary to initiate a collection action or legal action in order to collect fees and costs due under this Agreement, the prevailing party may be entitled to reasonable costs, attorney's fees including collection costs and fees. **TENANT(S) AGREES THAT, IN THE EVENT MANAGER PLACES ANY UNPAID BALANCE FOR COLLECTION WITH ANY THIRD PARTY COLLECTION AGENCY, MANAGER SHALL CHARGE A COLLECTION FEE OF UP TO 50% OF THE UNPAID BALANCE. THIS AMOUNT IS IN ADDITION TO ANY OTHER COSTS INCURRED DIRECTLY OR INDIRECTLY TO COLLECT AMOUNTS OWED UNDER THIS AGREEMENT SUCH AS COURT COSTS, ATTORNEY FEES, LATE FEES, AND ANY OTHER FEES SO STATED ELSEWHERE. THE AUTHORIZED FEE OF 50% AND THE ADDITIONAL COSTS AND CHARGES LISTED ABOVE, REPRESENT THE ACTUAL COSTS INCURRED BY MANAGER TO COLLECT AMOUNTS OWED UNDER THIS AGREEMENT AND A**

CORRESPONDING DECREASE IN EXPECTED REVENUE RESULTING FROM TENANT’S(S) FAILURE TO PAY AS SPECIFIED IN THIS AGREEMENT.

400 **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and
 401 supersedes any oral or written representation or agreements that either party may have made to the other.
 402 Further, Tenant(s) have relied solely on their own judgment and experience in entering into this
 403 Agreement with the Manager and are of legal age (or if Tenant(s) are not of legal age, Tenant(s) agree
 404 this Agreement is for a necessity) and that they are of sound mind.

405 **NEGOTIATED AGREEMENT.** The Parties agree that each has had the opportunity to negotiate each term in this Agreement.

 Manager Initials

 Tenant(s) Initials

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407 **NOTE: ANY PERFORMANCE WHICH IS REQUIRED TO BE COMPLETED ON A**
 408 **SATURDAY, SUNDAY OR A HOLIDAY CAN BE PERFORMED ON THE NEXT BUSINESS**
 409 **DAY.**

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411 _____ / _____ / _____
 412 TENANT NAME SIGNATURE DATE: MM DD YYYY

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414 _____ / _____ / _____
 415 TENANT NAME SIGNATURE DATE: MM DD YYYY

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417 _____ / _____ / _____
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423 _____ / _____ / _____
 424 TENANT NAME SIGNATURE DATE: MM DD YYYY

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426 _____ / _____ / _____
 427 MANAGER SIGNATURE DATE: MM DD YYYY

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