

Nelson Property Management
32631 Utica Rd.
Fraser, MI 48026

ADDRESS:

Dear: _____

We would like to take the time to introduce ourselves as the new Property Management Company of

ADDRESS:

You should have already received an email from us with the activation link to your online portal, please follow the instructions and activate your portal as soon as possible. If you haven't received any emails from us yet, **please contact us immediately to update your email address.**

Ways to pay rent moving forward

1. You can pay via our Online Portal at [Nelsonpm.com](https://nelsonpm.com) using your bank account or credit card. You can setup automatic payments via our Online Portal <https://nelsonpropertymanagement.rentvine.com/portals/resident/>
2. You can pay with a cashiers check, money order.
3. Dropbox: We have an after hours drop box located on the back wall next to the entrance ramp of the building.

Ways to file maintenance requests moving forward

1. If a maintenance issue should arise, please complete a service request by submitting it online through "Tenant Portal" this is the portal for all tenants strictly for maintenance issues only. **No verbal work requests will be accepted.**
2. Please submit maintenance requests online so that you can be as specific as possible about the problem. If you are unable to submit the request online, you may call our Maintenance Coordinator, Diana Nieves at 586-294-6800 Ext 4070



Ways to contact us moving foward 586-294-6800

1. Maintenance Department - Ext 4070
2. Email for General Inquiries - Lyndsay@nelsonpm.com
3. Call for General Inquiries - Ext 4030 - Lyndsay

If you have any questions regarding your property, lease, or about Nelson Property Management, feel free to reach out.

We look forward to providing you with exceptional management, including prompt maintenance service, as well as maintaining a safe and enjoyable place to live.

Sincerely,
Nelson Property Management Team

	
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1. SECTION 1

1.1 INTRODUCTION

By this Agreement, made on _____, between **Nelson PM** herein known as "Landlord" and _____, _____ herein known as the "Tenant". The Landlord agrees to lease the premises located at _____

ADDRESS:

Occupants: _____, _____, _____

Together with all tenants and occupants for a lease term between _____ and to end on _____.

1.2 RENT

Tenant agrees to pay, in advance and without demand, to the Landlord for the demised premises the sum of

Lease Total: _____ **Monthly Rent:** _____

Tenant Benefit Package: \$35.00 from each monthly payment.

Renewal Fee: \$75.00 Charged to tenant(s) upon renewal signing. (Annual)

per month in advance of the 1st **day** of each calendar month beginning on _____.

Nelson Property Management Online Portal or other such place as Landlord might designate.

Rent payment shall be made by electronic funds transfer via **Online Tenant Portal**. The method of rent payment within these guidelines is at the discretion of the Tenant, but **recurring electronic transfer is preferred**. A \$50 Non Sufficient Funds (NSF) fee will be assessed for returned checks; rent is not considered paid until the check clears the bank, therefore late fees will apply until funds are received. Tenant is fully responsible for ensuring that rent is received on time while setting up these services and it is a good idea to make arrangements well in advance of the rent due date in order to ensure prompt payment is made.

All payments are to be made payable to:

Nelson Property Management, LLC

Application of payments. Money received by Landlord from Tenants (or in their behalf) shall be applied to Tenants' account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenants; second to maintenance and repair costs chargeable to Tenants; third to legal fees and court costs legally chargeable to Tenants, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Tenants; fifth to deposits or portions thereof due from Tenants; sixth to charges, fines, and assessments against Landlord caused by Tenants; seventh to rent. Restrictive language on a check or in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.

Initial	Initial

1.3 APPLIANCES

- 1. _____ 4. _____ 7. _____
- 2. _____ 5. _____ 8. _____
- 3. _____ 6. _____ 9. _____

1.4 LATE FEES

It is the full responsibility of the Tenant to pay rent *prior* to the established due date. **If rent payment is not made within 5 days after rent is due, a late fee of \$50 is applied on the 6th of each month for each monthly rent installment not fully paid. If rent payment is not made within late fees post after 7 days after rent is due, a late fee of \$20 for each monthly rent installment not fully paid along with a 7 day notice. If rent payment is not made within late fees post after 10 days after rent is due, an additional late fee of \$50 is applied on the 11th of each monthly rent installment not fully paid. Late fees shall be paid by the due date of the next regularly scheduled rental installment and shall be deemed additional rent due from Tenant. Chronic late payment of rent.** Rent is due on the first of each month. Landlord may terminate this lease because Tenants are chronically late with rent payments. Chronic late payment means failing to pay rent by the due date on three or more occasions during this lease.

Initial	Initial

By initialing below, you acknowledge and agree to the terms in Section 1.

2. SECTION 2

2.1 REPORT TO CREDIT/TENANT AGENCIES

You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report. However, If rent is paid on time a positive rating is submitted.

2.2 SECURITY DEPOSIT

Upon execution of this lease, the Tenant will deposit with the Landlord a sum in the amount of \$_____, receipt of which is acknowledged by the Landlord, as security for the faithful performance of the requirements and obligations set forth in this lease, to be returned to the Tenant without interest on the full and faithful performance of by the Tenant of the provisions hereof. Tenant cannot use the security deposit during the occupancy, or term of the Rental Agreement for rent. Rent must be paid in full during occupancy and lease of the property. Landlord shall furnish, no later than 30 days after the Tenant has vacated the Premises, an itemized statement for the security deposit. Landlord may use/deduct security deposit funds for the damage, cleaning, legal expenses, cost of collection, loss of personal property of Landlord included in this Rental Agreement, loss of rents, late fees, service fees, non-sufficient fund fees, tenant caused billing, photographs of damage, pest control, change of locks if keys are issued and not returned or if tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees. **ALL TENANTS ARE JOINTLY AND SEVERALLY LIABLE FOR THE SECURITY DEPOSIT.**

2.3 QUIET ENJOYMENT

The Landlord agrees that on paying the rent and performing the covenants provided herein, the Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. However, Tenant agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another resident or neighbor. Premises shall be used as a residence only. Operating a business from this property is prohibited without prior, express, and written approval from the Landlord and without first obtaining all requisite City, County, State and Federal permits, variances, business certificates, tax identification numbers, and other forms. By initialing below, you acknowledge and agree to the terms.

Initial	Initial

3. SECTION 3

3.1 USE AND DAMAGE OF PREMISES

The demised premises shall be used and occupied by Tenant exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Tenant shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

4.3 UTILITIES

Tenant shall be responsible for arranging and paying for all utility services required on the premises. Including but not limited to water, sewer, trash, gas and electric. Tenant agrees to place utilities in Tenant's name prior to occupancy of Premises and continue until the termination date, as evidenced by the property thirty (30) days' written notice. Tenant has an obligation to notify Landlord prior to any interruption of utility service to the Premises. Any damage or loss incurred due to Tenant's negligence to pay utility, abandonment, or to inform Landlord of shut off shall be at Tenant's Expense. Tenant further agrees to work directly with the appropriate utility company and to hold the Landlord harmless for charges incurred by Tenant. Landlord may from time to time require Tenant to pay for utility(s) directly to Landlord in addition to the rent payment. No keys will be issued to Tenant until the appropriate services are put in Tenant's name and verified by the Landlord.

Initial	Initial

4.4 PARKING

If Tenant is assigned parking space(s) on the Landlord's property, the parking space shall be used exclusively for parking of passenger automobiles and those approved vehicles listed on Tenant's Rental Application.

Tenant is hereby assigned or permitted to park only in the following area or space _____. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by Tenant or Tenant's guest(s). Tenant is responsible for oil leaks and other vehicle discharges for which Tenant shall be charged for cleaning if deemed necessary by the Landlord. Storage of boats, trailers, RVs, or any other vehicles other than those listed in the Rental Application are prohibited.

By initialing below, you acknowledge and agree to the terms in Section 4.

Initial	Initial

5. SECTION 5

5.1 MAINTENANCE AND REPAIR

Tenant will, at Tenant's sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. The tenant agrees to be responsible for a non-refundable service fee of fifty dollars (\$50) for each repair request submitted to the Landlord or Landlord's agent, regardless of whether the repair is deemed necessary or the responsibility of the Landlord. This fee will be charged at the time the repair request is made and will be due within 30 days of notification. The Tenant acknowledges that this fee is intended to cover administrative and service-related costs associated with processing and addressing repair requests. This provision does not apply to emergency repairs or repairs that are required due to the Landlord's failure to maintain the property as required by law or the lease agreement.

In particular, Tenant shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the walks free from dirt, snow and debris; deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean; dispose of items of such size and nature as are not normally acceptable by the garbage hauler; keep the kitchen and bathroom drains free of things that may tend to cause clogging of the drains and shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks; and, at Tenant's sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Tenant's misuse, waste, or neglect or that of Tenant's employee, family, agent, or visitor, shall be the responsibility of the Landlord or Landlord's assigns. Tenant agrees that no signs shall be placed or painting done on or about the leased premises by the Tenant or at Tenant's direction without the prior written consent of the Landlord. **Tenant agrees to keep sidewalks and driveways free of ice, snow, and debris, and in safe condition in accordance with city ordinance. Tenant agrees to maintain lawn properly all times and tenant is solely responsible for any tickets and fines issued by city for not maintaining lawn.** Tenant shall not litter. All cigarette butts must be placed in a proper container and properly disposed of.

All service or repairs, which fall within the responsibility of the Landlord, shall be requested via Online Portal. Tenant shall not make repairs or hire contractors to make repairs. Landlord shall respond to the emergency maintenance request as soon as possible. For the purposes of this Rental Agreement, emergency maintenance is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenant is directed to call 911 for emergencies causing immediate danger such as fire. Tenant agrees to attempt to remedy all of the below maintenance issues prior to notifying Landlord:

1. **Smoke detector will not work when tested:** Test with approved smoke detector smoke spray, replace battery.
2. **Smoke Detector beeps:** Replace battery, check for property wire termination connection.
3. **No power to plugs or switches:** Check and retest breaker panel or replace blown fuses. Check and reset all GFCI outlets (located in kitchen, bathrooms, utility rooms, and garages). Check if plug works off a wall switch.
4. Replacing any broken or cracked glass, no matter what the circumstances of breakage, unless police report is provided to Landlord detailing circumstances of breakage.
5. Payment of unnecessary workman service calls, for service calls caused by Tenant's negligence, and for extra service call as a result of failure to keep appointments with repairman.
6. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
7. Maintaining minor and simple repairs such as replacing light bulbs, smoke detector batteries, cleaning or replacing furnace filters every month. Under no circumstances is Tenant to perform any electrical repairs.
8. Carpet cleaning when it becomes soiled during tenancy.
9. Maintaining normal insect/pest control.
10. **Refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks into drains.** Tenant agrees to pay for cleaning the drains of any and all stoppages, except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs.

11. Routine cleaning of window coverings.

Initial	Initial

6. SECTION 6

6.1 RIGHT OF INSPECTION

The Landlord and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. Landlord may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment.

Landlord shall give 24 hours advance notice when possible and reasonable notice at all times and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. Landlord is permitted to make all alterations, repairs and maintenance that in the Landlord judgment are necessary to perform.

Initial	Initial

6.2 MOVE-IN PROCEDURES

Tenant will notify Landlord of Tenant's proposed move-in date and will pay any fees that are associated with the move-in procedure. Tenant will be provided (7) calendar days after move-in to conduct an inspection via Zinspector of the premises and to note any deficiencies or inoperable appliances. Instructions will be provided by Landlord. **If no report is filed by the Tenant within this time period, it is assumed that there are no deficiencies in the property and that all appliances are in working and acceptable condition upon move-in.** It is strongly encouraged for the Tenant to conduct a thorough move-in inspection.

6.3 MOVE-OUT PROCEDURES

Tenant will notify Landlord of Tenant's proposed move-out date Sixty (60) days in advance, and will pay any fees that are associated with the move-out procedures. Landlord will conduct an inspection of the premises within Thirty (30) calendar days of the expiration of the lease. Prior to the inspection, the Tenant shall:

- Change all air filters on furnace and air conditioning units.
- Use a professional cleaning service to have the Premises, including kitchen, bath, appliances, floors, walls and windows, carpet, and dryer vents cleaned and the trash removed. Tenant must provide a copy of a professional cleaning service receipt in order to satisfy this requirement. Failure to fulfill this obligation may result in cleaning fees being deducted from the security deposit.
- Replace all expired light bulbs.

terminate and be forfeited, and the Landlord may have all persons removed from the premises. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within fifteen days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

8.6 ABANDONMENT

If at any time during the term of this lease, Tenant abandons the demised premises or any part thereof, Landlord may, at Landlord's option, enter the demised premises by any means without becoming liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for the Tenant re-let the demised premises or any part thereof for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left of the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so, so long as such actions are taken consistent with the obligations and responsibilities under such conditions are governed by the laws of this State.

By initialing below, you acknowledge and agree to the terms in Section 8.

Initial	Initial

9. SECTION 9

9.1 RADON GAS DISCLOSURE

As required by law, Landlord makes the following disclosure: "Radon Gas" 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 of every state. Additional information regarding radon and radon testing may be obtained from your county public health unit or at the Environmental Protection Agency's "Radon Gas—Protection for Tenants" webpage located at <http://www.epa.gov>

9.2 LEAD PAINT DISCLOSURE

"Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real estate is required to provide the Tenant/lessee

with any information on lead- based paint hazards from risk assessments or inspections in the lessor's possession and notify the Tenant/lessee of any known lead-based paint hazards. For additional information, see the Environmental Protection Agency's site on Lead-Based Paint at <http://www.epa.gov>. The demised premises contained in this lease **were / were not** constructed before 1978 and **do / do not** fall under the provisions and restrictions of the Lead-Based Paint Act.

9.3 MEGAN'S LAW DISCLOSURE

Federal and State law requires that all persons who plead guilty or have been found guilty of sex crimes must register with the Chief of Police in the city in which that person resides, or the Sheriff of the county if no Chief of Police exists. To obtain further information regarding persons required by law to register as sexual offenders, contact the local Chief of Police or the County Sheriff. The Tenant acknowledges that the Landlord and Agent to this transaction do not have an affirmative duty to obtain information regarding crime statistics or offender registration.

9.4 INSURANCE

Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses. Landlord shall not be responsible for any of the Tenant's property lost or stolen either from the Tenant's rented Premises or from any parking, storage, or common area in or about the building or Premises, and Tenant assumes all responsibility for the security and safekeeping of any such property. Tenant benefit package Info on personal lost can be found on our website at www.Nelsonpm.com

By initialing below, you acknowledge and agree to the terms in Section 9.

 Initial	 Initial
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10. SECTION 10

10.1 LOCKOUTS

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Owners charge a fee of \$25 for providing this service between the hours of 8 a.m. and 6 p.m., Monday through Friday, excepting holidays, and a fee of \$50 for all other times. This fee is due and payable when the service is provided.

10.2 REASONABLE TIME FOR REPAIRS

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to

11.2 NOTICES

The following fees and rents are due by the Tenant to the Landlord prior to move-In or assumption of the demised premises:

\$ _____ **Security Deposit**

\$ _____ **First Month's Rent**

\$ _____ **Admin Fee**

Total: \$ _____

Full payment of the above amount must be received by Landlord prior to move-in. All payments are to be made payable to: Nelson Property Management via it's online portal.

By initialing below, you acknowledge and agree to the terms in Section 11.

Initial	Initial

12. Addendum to Lease Agreement

12.1 ADDENDUM

This addendum to be part of and incorporated thereto in the attached Lease Agreement dated for the property located at:

Address

The following is/are to be considered part of the above referred Residential Lease Agreement:

PIPE-FREEZE PREVENTION: If Tenant plans to be away from the premises for any length of time, the heat must be left on during the cold season and the windows closed to avoid broken pipes and water damage.

SLEEPING ROOMS: Basements, attics, and other rooms must not be used as sleeping rooms as they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation. This is meant to protect Tenant's health and safety.

TENANT BENEFIT PACKAGE: \$35.00 of each rent payment is applied to the tenant benefit package which includes: Renter insurance, credit reporting, 24 hour service portal.

13. Sign and Accept

13.1 JOINTLY AND SEVERALLY

The undersigned Tenants are jointly and severally responsible and liable for all obligations under this agreement. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

Watermark

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Nelson PM (OWNER OR AGENT) AND (TENANTS) FOR THE PREMISES LOCATED AT _____

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP.
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO THE PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURLY CLOSE SHOWER DOORS OF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT(S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises is or was managed by an agent of the Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

X _____

X _____

X _____
Landlord

MARIJUANA (CANNABIS) POLICY LEASE ADDENDUM

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord. This lease addendum states the following terms, conditions and rules which are hereby incorporated into the lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. **Purpose of the Marijuana (Cannabis) Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke and odor; (ii) the increased maintenance, cleaning, and redecorating costs from smoking and cultivation; (iii) the increased risk of fire from smoking and cultivation; and (iv) the growing or cultivation of marijuana and/or cannabis plants.

2. **Definitions: Smoking.** The term smoking means the use of any or all tobacco or smoking products is defined as all nicotine, tobacco-derived or containing products, and plant based products including, but not limited to, cigarettes (e.g., clove, bidis, kreteks), electronic cigarettes (vapes) and electronic juices containing nicotine, cigars and cigarillos, hookah-smoked products, and oral tobacco (spit and spitless, smokeless, chew, snuff) and/or any other drug substance or paraphernalia including the use of lighted marijuana (recreational and/or medical) and/or cannabis derived substances is strictly prohibited. Cultivation: The term cultivation means the growth or act of growing marijuana (recreational and/or medical) and/or cannabis. Cultivation also covers all stages of growth beginning with the Germination process which is where the seeds sprout and the root emerges until the plants are ready to be harvested.

3. **No-Smoking or cultivating Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking or cultivating living environment. Tenant and members of Tenant's household shall not smoke or cultivate anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community nor shall Tenant permit any guests or visitors under the control of Tenant to do so unless given written permission by the landlord to do so.

4. **Determining tenant violation of no smoking policy.** Examples of violations include, but are not limited to: · Staff witnesses a tenant, tenant's guest, family member, or service provider smoking in nonsmoking areas under tenant's control. · Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under tenant's control. · Damages to the interior of the property (i.e. carpets, countertops) that are the result of burns caused by smoking products and/or debris and stains from cultivation. · Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls. · Repeated reports to staff of violations of this policy by third parties.

5. **Tenant to Promote No-Smoking and cultivation Policy's and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

6. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are third-party beneficiaries of Tenant's no-smoking lease addendum with Landlord. A Tenant may bring legal action against another Tenant related to the no-smoking lease addendum, but a Tenant does not have the right to evict another Tenant. Any legal action

between Tenants related to this no-smoking lease addendum shall not create a presumption that the Landlord breached this no-smoking lease addendum.

7. Effect of Breach and Right to Terminate Lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this lease addendum shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the Landlord. A waiver of the lease requirement of no-smoking can only be made in writing.

8. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a no-smoking and no cultivation policy and the efforts to designate the rental complex as no-smoking and cultivation do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as no-smoking and cultivating any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or cannabis odors. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce the no- smoking policy. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or cultivation or has been given written notice of said smoking or cultivation. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this lease addendum than any other landlord obligation under the Lease.

9. Effect on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the no-smoking Policy. As current tenants move out, or enter into new leases, the no-smoking policy will become effective for their unit or under the new lease.

X _____

X _____

X _____
Landlord

Resident Benefits Package Lease Addendum

This Resident Benefits Package Lease Addendum ("RBP Addendum") is effective as of the commencement date of the Lease and agreed upon between the Tenant and the Landlord. The RBP Addendum provides the terms and conditions of the Nelson Property Management Resident Benefits Package ("RBP") that delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$35/month ("RBP Fee"), payable with Rent and defined as Additional Rent. The RBP includes all services listed below and no discounts to the RBP Fee will be given if any element(s) of the RBP is discontinued and/or unavailable due to a lack of HVAC, property-specific limitations, availability of services, or any other reasons, unless otherwise specified below.

Tenant and Landlord mutually agree that the RBP is defined based on the listed services below and variations of inclusions may exist due to property specifications and elections requested by Tenant. Tenant acknowledges and agrees that (1) all services listed below are part of the RBP, (2) are made at the Tenant's request and shall be effective for the Term of the Lease, and (3) shall terminate only upon termination of the Lease, or upon the renewal of the Lease without the inclusion of RBP.

● **HVAC Filter Delivery:** The RBP shall include the provision and delivery of HVAC filters for the Tenant's home approximately every 90 days, or as required by your HVAC system. Tenant shall be solely responsible for the proper installation of the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by the Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify the Landlord in writing. Due to potential damage caused to the HVAC system from failure to properly and timely replace the filter, Tenant's failure to properly and timely replace the filters shall be considered a material breach of the Lease and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. If at any time Tenant is unable to properly or timely install a filter, Tenant may notify Landlord in writing and Landlord shall arrange for installation and may charge a trip fee, or other fee, to Tenant to perform the filter change. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package. Tenant acknowledges and agrees that the delayed receipt of HVAC filters, or inaccuracy of shipment, shall not cause a reduction or modification to the RBP Fee.

● **Resident Rewards:** The RBP shall include access to a resident rewards program ("Rewards") designed for use by the Tenant. Rewards are solely accessible online and are activated, and used, at Tenant's sole discretion through use of a mobile application provided by the Rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of the Landlord. The Rewards shall be subject to Tenant's acceptance of the Rewards provider terms of use. Tenant acknowledges that the Rewards online platform may be inaccessible due to, but not limited to, scheduled outages, force majeure, internet failures, among other reasons. Tenant acknowledges and agrees that the inaccessibility of the Rewards for a period of less than thirty-one (31) days shall not cause a reduction or modification to the RBP Fee.

● **Credit Building:** Tenant agrees to, and Landlord shall provide, credit bureau reporting of payment history of Rent payments, excluding payment of Additional Rent or any other services paid by Tenant under the Lease, through a third party service provider. For any disputes, and/or corrections, Tenant acknowledges and agrees to seek resolution first with the third-party credit data furnisher, and in the absence of resolution, then from the Landlord. Tenant acknowledges and agrees that the inaccurate reporting, or lack of reporting, shall not cause a reduction or modification to the RBP Fee.

● **Liability Insurance Requirements & Program:**

The Landlord requires the Tenant obtain liability coverage of at least \$100,000 in property damage and liability coverage from an A- rated carrier and to maintain such coverage throughout the entire term of the Lease. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into the Landlord or Property Manager's Master Policy that satisfies the coverage requirements as part of the RBP; or (2) obtain alternative liability

coverage from an insurer of Tenant's choice that meets the requirements set by the Landlord herein. The option Tenant chooses shall not affect whether Tenant's lease application is approved or the terms of Tenant's Lease. Tenant's election shall be determined by the actions of the Tenant as provided below:

⦿ **Option 1: Master Policy (Automatic Enrollment)** – If the Tenant does not provide evidence of the required insurance coverage by the Lease commencement date, Tenant has elected to be automatically enrolled into an insurance policy as part of the RBP. Coverage will begin on the effective date of Tenant's lease and continue throughout the term of the Lease. Please refer to the evidence of insurance that is supplied by the insurance carrier for additional coverage details. The monthly premium for the elected insurance policy is \$11.95. The RBP Fee will be adjusted by the premium amount in the policy.

⦿ **Option 2: Tenant Policy (Policy Verification Required)** - Tenant has elected to find, purchase, and maintain Tenant's policy that satisfies the Landlord's coverage requirements. Tenant must provide evidence of the required insurance coverage by the Lease commencement date. The RBP Fee will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

Please be sure that your policy meets the following criteria prior to submitting:

- **Policy is purchased from an A- rated carrier**
- **Policy meets or exceeds the required \$100,000 in property damage and personal liability**
- **Nelson Property Management is listed as additional interest**
- **Nelson Property Management address is listed as: PO Box 660121 Dallas, TX 75266**

It is Tenant's sole responsibility to timely pay premiums directly to the Tenant's insurance provider to avoid cancellation of coverage. If the policy is canceled or lapses at any time during the term of the Lease, Tenant shall be subject to a lease violation fee of \$25 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

⦿ **Home Buying Assistance:** Tenant acknowledges that Landlord is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the RBP for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate agreement outside of this Lease.

Additional Terms and Conditions

24-Hour Maintenance Coordination Service: Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

Online Portal Access: Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

Multiple Payment Methods: All rental payments can be paid using a variety of methods available under the Tenant's portal. Available methods include ACH, debit and credit cards, along with participating retailers (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees associated with payments methods are at the Tenant's expense.

RBP Vendors: Landlord, and/or Nelson Property Management, may have business relationships or affiliations with vendors and suppliers of RBP services or products provided herein and may receive financial or other benefits from that relationship or affiliation. Landlord, and/or Nelson Property Management, will ensure all third-party vendors are licensed, bonded, and insured, if applicable.

Data Privacy Consent: Tenant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Tenant's personally identifiable information, including sensitive information, to include, but not limited to, Tenant's name, address, telephone number (home, work and mobile numbers), email address, and date of

LEAD-BASED PAINT LANDLORD'S DISCLOSURE FORM

Lead Warning Statement

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 known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

I. Landlord's Disclosure (initial)

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

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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

Landlord certifies that to the best of his/her knowledge, the Landlord's statements above are true and accurate.

Landlord

Date: _____

Date: _____

II. Agent's Acknowledgment (initial)

_____ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Agent

Date: _____

III. Tenant's Acknowledgment (initial)

_____ (a) Tenant has received copies of all information listed above.

_____ (b) Tenant has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

Tenant certifies to the best of his/her knowledge, the Tenant's statements above are true and accurate.

Tenant(s)

Date: _____

Date: _____

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