



RedBird Realty Solutions LLC

Lease Renewal Agreement

1. NAMES & CONTACT INFORMATION OF LANDLORD & RESIDENT:

LANDLORD (Hereafter referred to as "Landlord"): RedBird Realty Solutions LLC

PHONE NUMBER: (574) 334-7778 **EMAIL:** Matt@RedBirdRealtySolutions.com

RESIDENT(S) (Hereinafter referred to as "Resident"): _____

PHONE NUMBER: _____ **EMAIL:** _____

PHONE NUMBER: _____ **EMAIL:** _____

PHONE NUMBER: _____ **EMAIL:** _____

2. LEASED PROPERTY:

ADDRESS: _____

CITY: _____, **STATE:** _____ **ZIP CODE:** _____

This is a legal & binding contract. Landlord & Resident enter into this Lease Agreement on the terms contained herein. Landlord rents to Resident & Resident rents from Landlord, the real property, and all fixtures and improvements thereon (collectively the "Premises"). English is the official language of this Lease Agreement.

3. OCCUPANCY:

RESIDENTS INCLUDE: All adults over 18 years of age, plus their children, listed above. In addition, any visiting children, stepchildren, and other regular overnight occupants must be listed under Residents above in this Lease Agreement. Only persons listed above may occupy the Premises or any part thereof without Landlord's prior written consent. If Resident attempts to sublet, transfer, or assign this Lease Agreement and/or allows any persons other than those listed above to occupy the Premises, such act shall be deemed a breach by Resident of this Lease Agreement and Landlord may terminate this Lease Agreement.

GUESTS: Persons staying more than a total of 14 days in a calendar year without Landlord's written consent shall constitute a violation of this agreement and incur a fine of \$25 per day per person, retroactive to the first day of the lease contract. Visitors must abide by all policies.



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JOINTLY AND SEVERALLY: It is expressly understood that this agreement is between the Landlord and each signatory jointly and severally. The term “jointly and severally” means each adult named on the lease shall be responsible for timely payment of rent and performance of all other provisions of this agreement no matter what the other signers may do. All adult occupants must complete an application and will be added to the lease if approved.

DIVORCE / BREAK UP: The landlord is not responsible for changes in Residents’ personal life. The lease continues even if someone moves out. We do NOT remove them from the lease. One person can receive official notices on behalf of all leases.

ROOMMATES: Should have a written business agreement between themselves. Even if a person moves out, they are still on the lease and responsible for the rent, cleaning, and damage. Landlord will not settle disputes between roommates. Security deposits stay with the home until all persons have vacated. When replacing a roommate, we suggest the new roommate “buy out” the deposit of the existing roommate.

NEW OCCUPANTS: Spouses, or roommates must submit an application and be approved before occupying the Premises. In the case of a spouse who was not listed on the original application, that spouse must complete an application and be approved prior to occupancy. Occupancy, approved or not, assumes legal and financial responsibility for the property and lease. Occupancy by persons not approved will be billed at \$25 per day per person, retroactive to the first day of the lease and Landlord may terminate this Lease Agreement.

RESTRICTIONS: The Premises shall be used exclusively for residential purposes and only by the residents. No businesses, daycare, manufacturing, mechanical work, auto body work, animal breeding, etc are allowed in or on the premises.

4. TERM OF LEASE:

THE TERM: This agreement shall commence on the Beginning Date at 12 Noon ET and end on the Renewal Date, which is the last day of the 12th month of this agreement, at 12 noon ET. The term of this lease shall AUTOMATICALLY RENEW for 1 year. Either party may avoid renewal by giving the other party written notice on non-renewal prior to the expiration of the current term by at least 30 days in advance of the renewal date. Landlord may change any of the terms of this lease effective as of any anniversary date by giving Resident written notice of the new terms at least 30 days before any renewal date. If Resident fails to terminate the lease prior to end of a term, Resident agrees to accept all new or changed terms.

RENEWING YOUR LEASE: If a Resident would like to renew their lease, the rent will automatically increase by 3%. If a Resident would prefer to go on a month-to-month lease, they may, for an additional fee of \$100 per month, for up to 6 months. After 6 months the tenant may be given a rent increase, depending on the market conditions, in addition to the month-to-month fee.

DAYS: All reference to days in this Lease Agreement shall be construed as calendar days and a day shall begin at 12:00 am & end at 11:59 pm.



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BEGINNING DATE: _____ **RENEWAL DATE:** _____

EARLY RELEASE: Should Resident desire to move out prior to the end of the lease term, Resident may pay a one-time fee equivalent to 2 (two) month’s rent to end the lease early and be released from any further rent obligation. However, the Resident must still:

- Give a 60-day advance notice
- Pay rent up thru the month of departure
- Pay any unpaid fees or obligations
- Return property in pre-move-in condition (any damages will be charged).

DEATH, INCAPACITATION, INCARCERATION: In the event of the Residents’ death/incapacitation/incarceration or the death/incapacitation/incarceration of all authorized occupants over the age of 18, the Landlord may immediately secure the property as needed.

The landlord will attempt to contact persons listed on the EMERGENCY CONTACTS page. If no person listed can pay the rent, utilities, care for the property or remove personal belongings within 7 days, the Landlord shall dispose of all perishable items immediately. Non-perishable items shall be delivered to an Emergency Contact. Items of no value will be disposed of.

Resident or his/her estate shall pay any and all costs related to the packing, cataloging, storing, and transporting of Residents’ belongings in addition to any legal or court costs of Landlord associated with Residents’ items. Resident authorizes Landlord to sell said items to pay any money due to Landlord.

ABANDONED PROPERTY: Premises and personal property will be considered abandoned when all of the following take place:

- Rent is 3 days past due
- Landlord has posted an Abandoned Property Notice on the door
- Resident fails to respond to telephone calls or texts, or phone numbers provided by Resident are disconnected
- Resident fails to respond to official written notices from Landlord or local government delivered by USPS, or posted at the home
- In the event Landlord deems the Resident is not responding and the property is abandoned, the parties agree that Landlord may take possession of the premises and dispose of remaining personal property at Landlord’s discretion. Items remaining after an eviction or vacating will be considered abandoned and disposed of without liability to Landlord. If it’s valuable to you, take it with you.

DEFAULT: The landlord does not allow late or partial payments. If Resident shall fail to pay rent when due or fail to keep up the terms of this lease, Landlord may terminate all rights of Resident hereunder, unless Resident, within said time, shall cure such default. If the Resident abandons or vacates the home, while in default of the payment of rent, Landlord may consider any personal property left on the premises to be abandoned and may dispose of the same. In the event the Landlord reasonably believes that such abandoned property has no value, it may



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be discarded. All property on premises shall be subject to a lien for the benefit of the Landlord securing the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Resident, Landlord may elect to continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or at any time, terminate all of Resident's rights hereunder and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, lost rents during vacancy due to Resident's failure to comply, and including the worth at the time of such termination.

HOLDING OVER: Any holding over after the expiration of this lease, without the consent of the Landlord, shall constitute an automatic daily fine. The last day of the lease period is designated as NOON local time on the specified day. Any holding over will be billed at \$200 per day due to costs and inconvenience incurred by multiple parties – Landlord, cleaning crew, painting crew, repair crew, marketing costs, the Resident who planned to move in, his/her moving crew, and truck rental, etc.

To avoid this extra cost, put items into storage, return the keys, and rent a motel room. In the case of the Resident not peacefully vacating after Landlord's final notice, this lease becomes a daily rent lease taking on the same right of a hotel, enabling the Landlord to remove any personal property and have the persons arrested for trespassing and/or theft of services.

SERVICEMEMBERS' CIVIL RELIEF ACT: If Resident enters into military service or is a military service member and receives military orders for a change of permanent station or to deploy with a military unit or as an individual in support of a military operation for a period of 90 days or more, Resident may terminate this Lease Agreement by delivering written notice and a copy of Resident's official military orders to Landlord. In such a case, this Lease Agreement shall terminate 30 days after the next monthly rental payment is due. Military permission for base housing does not constitute a change of permanent station order.

5. RENT:

RENT: Rent shall be \$_____. Residents shall pay monthly installments to the Landlord, on or before the 1st of each month effective _____.

CUSTOMIZED UPGRADES: For an additional \$_____ per month Resident can have the following custom upgrade(s):_____

FORM OF PAYMENT: Rent will be paid by automatic draft (ACH) from Resident checking or automatic draft of Credit Card ONLY. Rent prices are based on this system of payment so any other form of payment or any other date other than the first will result in an automatic 10% fee for processing added. This includes if payment is rejected or does not clear on the first for any reason. Residents give permission to allow auto withdrawals on the first of each month from the account supplied and are responsible to communicate to the Landlord any changes, in writing, via email only and allow 48 hours for changes to take place. _____ (initial)



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INSUFFICIENT FUNDS: Rent bouncing from the account for any reason will result in a \$25 NSF fee plus any applicable late fees for a first offense, \$50 second offense, \$75 for a third offense, and each time thereafter \$100 per offense.

PROPERTY MANAGERS ARE NOT ALLOWED TO ACCEPT CASH FOR ANY REASON.

LATE FEE: A Late Fee of \$50.00 will be added if the rent isn't paid in full on or before the 3rd of each month.

All unpaid late fees, NSF fees, damages, penalties/fees, fines, citations, liens, etc. will be added to the Residents' account and considered "additional rent". All monies received will be applied to the outstanding balance and late fees will be applied to any unpaid balance. Any unpaid balance will be considered unpaid rent and grounds for eviction.

CHRONIC LATE PAY: The landlord may terminate this lease if the Resident is chronically late with rent payments. Chronic late payment is defined as paying any amount of rent after the first of the month two or more times. Rental rates are kept the same or close to the same for those who always pay on time. _____ (initial)

LATE OR PARTIAL PAYMENTS: The acceptance by Landlord of any late or partial payment shall not change the due date or amount of required payment and shall not relieve Resident from obligation to pay the balance of the rent and any applicable late fees or costs, and shall not negate the Landlord's right to continue legal action after receiving late or partial payment.

REPORTING: The resident is advised that late payments shall be reported to a national database and may appear on their credit report.

ALLOCATION OF PAYMENTS RECEIVED: All money received from Resident is first applied to any past due balance on Resident's account, including unpaid rent, late fee, deposit shortage, unpaid damages, charges or fines or utility charges past due that the Resident is responsible for. If the balance of money received is not enough to cover the current rent by the first, an additional rent late fee will be charged to the Residents account.

LAST MONTH'S RENT: Last month's rent will not be prorated.

6. MONEY:

In order to renew a lease, the Resident must have a \$0 balance and not have any outstanding balances due to the Landlord.

RESIDENT SHALL PAY THE AMOUNTS SHOWN BELOW:

Rent Amount: \$ _____

Pet Fee: \$ _____

Balance Due On or Before: _____ \$ _____



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7. INSURANCE COVERAGE:

The landlord **REQUIRES** that Residents obtain and keep renter's insurance in full force and effect during the full term of this Lease Agreement. _____ (initial)

RENTERS' INSURANCE: Resident acknowledges that the Landlord or owner's insurance policy covers the structure only and does NOT cover Resident's personal property such as furniture, appliances, computers, TVs, clothing, food, etc. Furthermore, the Landlord or owner is NOT liable to claims because of the Resident's actions, failure to carry renters insurance, or negligence or loss or damage to personal possessions due to fire, theft, rain, smoke, wind, flood, water, pipe leaks or acts of others. Nor will the owner or Landlord be held liable for such losses. Residents assume all liability for personal injury, property damage or loss, and insurable risks except for that caused by Landlord's negligence. _____ (initial)

Damage to persons or property caused by malfunctions or conditions of the building, structure, appliances, mechanicals, trees, weather, etc, will not be reimbursed by the Landlord or owners. This includes refrigerators, furnaces, heat sources, air conditioners, food, clothing, linens, antiques, furniture, electronic equipment, mold, mildew, rust, corrosion, water stains, warping, discoloring, rotting, swelling, etc. The landlord is not responsible for electronic items plugged into the building's wiring system. Test outlets before inserting plugs.

Should the building become uninhabitable, the Landlord is not responsible to supply motel/hotel, alternate housing, or alternate storage. _____ (initial)

8. UTILITY BILLS:

Utilities must be put in the Residents' names & provide proof to the Landlord at least one day prior to receiving keys. Upon termination, Residents agree to leave utilities on for an additional day after turning in keys to the Landlord for inspections of premises. _____ (initial)

If Residents live in a multi-family building that forces utility services to be paid by the Landlord or split between the Residents, then balances will be checked with Utility companies and unpaid services can be added to rent due by the Landlord they will be due immediately.

Should any part of the premises fail or break, Landlord is responsible only for the repair of the structure and mechanicals, not the utility bill. For example, a water leak goes undetected or unreported and creates a high water bill – the water bill is the responsibility of the Resident.

9. PETS / ANIMALS

Landlord hereby grants Resident permission for the following pet(s) on the premises:

Breed _____ Weight _____ Color _____ Name _____

Breed _____ Weight _____ Color _____ Name _____



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Breed _____ Weight _____ Color _____ Name _____

Residents must supply pictures of the pets and agree to pay a \$300 pet non-refundable pet fee plus an additional \$ _____ pet fee month rent.

No other animals shall be brought on the premises without the prior written consent of the Landlord. Only pets listed above may be on the property, inside or outside. No temporary pets/animals, pet/animal sitting, or visiting pets/animals are allowed at any time. If an unauthorized animal is found on the property, there will be a \$100 fine plus \$25 per day, per animal, per occurrence shall occur. The landlord is not responsible to determine when the animal was brought into the home so the fees are retroactive to the start of the lease.

Deceased animals or animals no longer living at the home can be removed from the lease after a minimum of one calendar year of animal rent. The landlord will do an inspection to verify the animal is no longer at the home.

ADDING AN ANIMAL: If the Landlord allows animals at this location, submit a photo of the animal. If approved, an additional Pet Fee will apply and the Pet Addendum will need to be completed, signed, and attached to this Standard Lease Agreement

9. LOST KEYS

Landlord agrees to deliver _____ door keys to Resident for premises. The resident acknowledges Landlord will keep an extra key for security & emergency purposes. Doorknob and deadbolt locks may not be changed or added by the Resident. If the Resident has a need to change locks (divorce, lost keys, etc), the Landlord must be contacted to change out the locks. There will be a \$50 per lock fine if changed without permission by Landlord.

10. ENTRY & INSPECTION

Landlord shall have the right to enter the premises with reasonable, advance notice of 24 hours or longer, except in the case of emergencies, which may be less than 24 hours. If the time and date are inconvenient, the Resident may contact Landlord to reschedule, however, the Landlord is not required to oblige. If the Landlord reschedules, the new date must be within one week of the original date. A third date will not be provided and the Resident will be in violation of the lease. Entry may be for the purpose of, but not limited to:

- In case of emergency/safety checks
- For pest control purposes
- To make necessary or requested repairs, deliveries, alterations, or improvements
- Exhibit the premises to prospective buyers, mortgagees, workmen, or inspectors;
- When Resident is non-responsive or phones have been disconnected, the Landlord suspects Resident may have abandoned or surrendered the premises.
- To provide law enforcement access
- For annual or random inspections of the premises or other reasonable inspections



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Residents agree to allow entry for Inspections, Periodic Preventive Maintenance & Safety Inspections by the Landlord or its agents or contractors. Inspection may include the taking of photos of the interior and exterior of the home to document its condition. _____ (initial)

If the inspection finds lease violations or cleanliness issues, Residents will be notified in writing and given 7 days to remedy. Residents are required to send a photo to the Landlord to demonstrate proof of completion. If not remedied to Landlord’s satisfaction, Landlord will send in their own crew at the rates listed on the Standard Cleaning and Repair Costs page. This amount will be added to the Resident’s account and must be paid immediately.

ENTRY BY SERVICE PERSONS: Submitting a service request, in any fashion, is considered permission to enter during reasonable business hours. Abusive treatment toward service persons such as foul language or threats will be considered a lease violation. Certain requests are considered high priority and automatically grant immediate permission to enter.

If an appointment has been arranged between Landlord and Resident, and the Resident is not present to allow the inspector or repairman entry, or refuses entry, a trip charge of \$75 shall be billed to the resident’s account. _____ (initial)

11. REPAIRS, ALTERNATIONS, & PREMISES MAINTENANCE

Residents acknowledge that the premises are in good working order unless otherwise noted in the attached Move-In Inspection form. Any repairs must be submitted to the Landlord via the Landlord's website or Email and receipt confirmed by Landlord within 14 days of possession of the Premises. Verbal notice or voice mail is not acceptable. Residents have examined the Premises & agree they are compatible with their health issues. _____ (initial)

REPAIRS: Residents are to report maintenance issues immediately to the Landlord and be given a reasonable amount of time to make repairs or provide a remedy to the issues, of up to 30 days, with extra time for weekends & holidays, except emergencies. An emergency is defined as uncontrollable running water, a stopped toilet when only one toilet is in the home, sparking electricity, gas odor, no heat in severe cold, or similar. _____ (initial)

Landlord has preferred vendors who work at a contracted discount rate. If the resident chooses to hire their own service company, the resident is responsible for that bill. The landlord will not reimburse for services or contractors not on the approved list and residents may not deduct repairs or parts from rent without written permission.

The landlord is not responsible in any fashion for the personal items or personal health of the Residents, family, and guests. The landlord is not legally allowed to review an applicant's health condition during the application process and as such Landlord cannot review the Resident’s health condition during residency.

ALTERATIONS: Residents shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord. Fine: \$250 per room plus repair and painting costs. To make a room more “colorful”, use removable items such as



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drapes, rugs, furniture covers, towels, flowers, posters, etc. Improvements by the Resident become part of the property and must stay unless the Landlord deems they should be removed and conditions restored by the Resident.

PICTURE HANGINGS: Wall pictures must be mounted with 1" brad style nails (very thin) and are limited to an average of 3 per room. If the wall is grooved paneling, the nails must be placed in the grooves, NOT the smooth portion. Nothing permanent or semi-permanent is to be attached to the interior or exterior of the building – this includes brackets, shelving, cabinets, hooks, wall systems, etc. The exception is wall mount TVs. These must be mounted to the studs. The resident is responsible for repairing the wall to move out. Posters should be mounted with thumbtacks. **NO TAPE!** It tears up walls.

SATELLITE TV DISH: These are allowed but may not be attached to the building in any fashion. These must be mounted on a pole in the yard. The resident agrees to a \$250 fine if the dish is attached to the building and is responsible for removing the Dish at move out.

PREMISES MAINTENANCE: Resident shall maintain the Premises, including lawns and shrubbery, and remove rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of the Resident. Shrubby needs to be trimmed both in the Spring & Fall. Additionally, Residents shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any Resident in the building or neighbors. Trees, shrubs, plants, and flowers may not be removed or altered by the Resident or guests.

VEHICLES: No parking or driving on the grass, including trucks during the moving process. \$50 fine per vehicle or set of tracks. Vehicles must be properly parked. Unlicensed or inoperative vehicles parked outdoors may not remain on the property. Improperly parked or stored vehicles may be towed by the Landlord at the Resident's expense.

TRASH: Residents are responsible to keep grounds litter-free and properly dispose of trash. Local law requires that only trash in closed cans or totes may be stored outside, out of sight from the street. Trash stored inside until pickup must be sealed for proper insect control. Trash cans or portable trash totes are to be set out no longer than 24 hours. All trash must be in closed plastic bags before being placed in the toter and the lid must be closed for pickup. Watch your neighbors know your trash day. If you will be out of town on pickup day, please ask a neighbor to move your toter or cans.

OUTSIDE STORAGE: Must be placed in the garage or shed, storage other than trash cans, furniture made for outdoors, or children's outdoor play apparatus may not be left outside.

GRILLS: Must be 15 feet away from any structure and not under an overhang when in use. The heat from a grill will melt vinyl siding, creating a large repair expense for the Resident.

SWIMMING POOLS / TRAMPOLINES: Are not permitted on the property. Children's wading pools less than 6" deep are allowed, but at the Resident's risk,

NO ONE IS EVER ALLOWED ON THE ROOF.

DRAIN CLOGS: All drains and sewer lines were functioning properly at move-in. Residents



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are responsible for basic housekeeping which includes keeping drains free of hair and grease. The landlord suggests using screen traps grease can in the kitchen to collect cooking grease. Hot water will NOT keep grease liquefied as it travels a long distance to the city sewer line. It cools quickly and creates a clog. A clog at the sink or toilet is the responsibility of the Resident. We suggest a tool called ZIP IT to remove hair & clogs. A good plunger or snake can unclog a toilet. These are everyday tools every household should have for basic housekeeping.

The ONLY item that should be flushed is toilet paper. NO other items are acceptable. Only what you already ATE should go down the toilet. Please keep this in mind with small children who like to experiment with the toilet.

Since all drains & sewer lines are functioning at move-in any clog shall be the responsibility of the Resident. Therefore, the Resident shall call and pay the plumber directly for any drain or toilet clogs. Resident to call **Chris Jakubowicz with MGA Plumbing at (574) 532-9177**.

However, if the plumber finds blockage was due to defective plumbing, tree roots, or acts of nature then the Resident to submit the maintenance issue via the website and turnover the plumbers' written report. The landlord will take over from there. _____ (initial)

TEMPERATURE: During the winter season, Residents agree to maintain the heat in their homes at a maximum of 75 degrees. Furnaces are not built to sustain hotter temperatures than this and will result in furnaces breaking down. If residents are negligent in this regard, they are responsible for the cost of repair. At the same time, Residents agree to maintain the heat in their home at a minimum temperature of no less than 45 degrees sufficient to protect the pipes and water facilities from damage by freezing. If residents are negligent in this regard, they are responsible for the cost of repair of any and all damages. _____ (initial)

CLEANLINESS: Resident shall maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture, and furnishings therein, at their own expense, and at all times, and shall surrender the same, at termination hereof, in as good condition as received, ready to re-rent.

NORMAL WEAR AND TEAR: This is defined as the long-term effect on an item over its normal lifespan, under normal use, for what it was normally intended, with normal care and maintenance, due to sunlight, residential foot traffic, and the effects of aging.

Non-normal wear is considered damage and includes stains, scratches, gouges, rust from metal items, melted spots, nicotine film, odors, animal digs in dirt or flooring, excessive wear, spots or drawings by marker, crayon, pencil, lipstick, nail polish, makeup, nail holes, screw holes, damage to walls or paint from shelves or brackets, marks from gasoline, oil, tire marks, grease, tape, rub marks, hand oil or hair oil on walls, breakage of glass, neglect, misuse, etc.

If something can be cleaned or repaired, this is not normal wear and tear. Carpets should last 10 years, paint 12 years, appliances 20 years.

INDEMNIFICATION: Landlord shall not be liable for any damage or injury to the Resident, any other person, or to any property, occurring on the premises or any part thereof, or in common



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areas thereof. Residents agree to hold Landlord, Landlords' agents, suppliers, and repairmen harmless from any claims for damages, no matter how caused.

DAMAGES TO PREMISES: Resident shall be responsible for damages caused by his negligence and or caused by other people, invited or uninvited. Example: the neighbor's baseball breaks your window. Residents are responsible for repairs. Residents may settle up with the baseball player.

BASEMENTS: No basement is guaranteed "dry" by Landlord. Even if the basement appears dry, there may be excess ground moisture concerns. Place stored items up off the floor on waterproof blocks. Cardboard boxes stored in a basement will absorb moisture from the air. The landlord is not responsible for anything that gets wet in the basement. _____ (initial)

12. APPLIANCES:

APPLIANCES: Any provided are considered LOANERS and are provided as a convenience ONLY. They will not be repaired or replaced for any reason by Landlord. Should a loaner appliance become defective, the Resident may NOT dispose of it without written permission from Landlord. If the loaner appliance is missing at move out Landlord will charge the Resident for a replacement. Residents agree to clean and maintain appliances.

13. ADDITIONAL TERMS & CONDITIONS

RULES ON PREMISES: Waterbeds are not allowed on the premises. Make an effort to be a good neighbor. Quiet Time Rules apply during normal sleeping hours, from 9 pm to 8 am each day. Music, TV, guests, instruments, car engines, car horns, etc. shall not be audible to your neighbors. Complaints of unkempt yards, improper parking, foul language, bad treatment toward neighbors, verbal abuse, etc. are grounds for eviction.

WINDOW COVERINGS: Window coverings shall be restricted to those provided by Landlord already existing in the home at the time of move-in or those approved by Landlord. Under no circumstances shall sheets, clothing, flags, aluminum, or any metal foil, newspapers, or any other such items be used as a window covering. If blinds, which are present at move-in, are damaged at any time during the tenancy, Resident is responsible for immediate replacement, or Landlord will have them replaced at the Resident's expense. _____ (initial)

LOCKS: Changing of the locks by Resident is strictly prohibited. No additional locks shall be placed upon doors of the premises. Upon termination of the lease, the Resident shall surrender to the Landlord all keys to the premises. The Landlord shall retain duplicate keys to all doors of the leased premises, and the Landlord or its manager shall have access to the leased premises at all reasonable hours, in order to inspect or to make necessary repairs. Landlord shall have the right during the last thirty days of the term to show the leased premises to prospective applicants, and during the last ten days of the term shall have free access to the leased premises in order to make repairs or decorate the same for the incoming Resident, should it deem this action necessary. _____ (initial)



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SMOKING: NO smoking in, around, or near the premises! Smoking by Residents or guests leaves a nicotine residue and odor which increases the costs of cleaning, interior painting, and odor removal. Cigarettes, vape pens, e-cigarettes, pipes, cigars, hookahs, marijuana, hemp, and any other smoking device or material fall under the lease’s smoking policy. Any violation is subject to a \$250 fine plus cost of cleaning per occurrence and grounds for immediate eviction.

CANDLES: Insurance does not allow lighted candles. Any flame is also a fire hazard and will be deemed negligence on the part of the Resident. A burning candle releases soot and wax residue which accumulates on ceilings and walls, requiring extra painting costs and will reduce deposit refunds. Liquid wax spills into carpet fibers. Use other forms of air fresheners.

FIREPLACE/ WOOD STOVE: These items are non-functioning and for decoration only. Should the Resident use or alter this equipment in any way, the Resident accepts full responsibility for any resulting cleaning, repair, damage, injury, or death.

14. RODENTS, BEDBUGS, & MOLD:

RODENTS: Unfortunately, Mice can be a challenge in the Midwest. Since there is no way to guarantee against them here is what the Resident needs to do for prevention and/or treatment:

- Keep all food cleaned up both in the kitchen and throughout the home
- Keep stored food sealed tight
- Keep grass and weeds trimmed at all times.
- Pest control inside and out for any and all animals, bugs, rodents, etc

In the event rodents are found on the Premises, the Resident is responsible for either trap or poison. In the majority of cases, these remedies will resolve the situation. On rare occasions, it may be necessary for the Resident to consult with a professional. If a pest control professional identifies a reason they couldn’t resolve the issue, provide that information to Landlord. Residents agree that Landlord has delivered the premises free from pests. _____ (initial)

BEDBUG INFORMATION & OFFICIAL POLICY: Bedbugs can only travel by attaching themselves to things, like suitcases, clothing, stuffed animals, furniture, etc. Bedbugs are easily passed to others through simple contact. Example: lay your coat on a waiting room chair or church pew where a person had already unknowingly carried a bedbug. That one lone insect hitches a ride on your coat and comes into your home without your knowledge. Even new furniture can contain bed bugs if stored near used furniture on a delivery truck.

They hide in mattresses, bedding, furniture, stuffed animals, boxes, and even in the dark areas of varnished wood furniture such as dressers, usually within 8 feet of a sleeping area. They come out once the human warms the bed and breathes carbon monoxide into the air. They are flat and tiny like a small apple seed. A single female can lay 500 eggs.

For your peace of mind, the Landlord has taken every physical precaution to seal the structure and has pre-treated the structure against bedbugs. This includes a long-lasting, all-natural, organic, safe for children and pets substance that will continue protecting the home.



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Landlord has inspected the home & verified it to be BEDBUG FREE. The resident has inspected the home and agrees it is bedbug-free. Residents agree that insect control & treatment are part of housekeeping, and as such are the responsibility of the Resident.

The resident understands and agrees that if bedbugs are found they have been introduced to the home by being carried there during occupancy by the Residents, visitors, children, deliveries, pets, etc, and their personal belongings, and as such Resident agrees to full responsibility for examining, handling, and treating their own personal property such as mattresses, bedding, dressers, stuffed animals, toys, electronics, furniture, clothing, boxes, etc, and that Landlord is not responsible to handle or treat the Resident's personal property.

IMPORTANT: If you find bedbugs remember the PREMISES doesn't have them, your personal belongings have them so it's up to you to remove, clean, and treat your belongings. Procedure:

- Don't be embarrassed. Call Landlord immediately for advice.
- Although creepy, scientists have proven bedbugs do not transmit disease.
- Think. Did you recently bring something onto the premises such as a used couch or suitcase? Remove suspicious items
- Remove all bedding, clothing, and stuffed animals, and run them through a washer and dryer on high heat. Heat kills them. Seal in a plastic bag so they are not re-infested.
- Vacuum everything especially cracks, top and bottom of mattresses, the backside of headboards, and the inside of dressers after removing the drawers to pick up insects and their clear eggs. Seal the sweeper bag in a plastic bag and get it off the premises.
- Scrub EVERYTHING & spray crevices with chemicals available at home stores.
- When the spray has dried, dust all areas with "food grade" Diatomaceous Earth, which will kill the bedbugs that walk over it. It is available in garden stores and online. Puff it with a clean ketchup bottle into crevices and the seams of a mattress.
- Enclose the mattress with a mattress bag available at Walmart, home stores, and online.

MOLD: From the State Department of Health website: "Mold spores are in the air and on all surfaces. Mold spores are very tiny and lightweight so they float in the air for a long time. Use a dehumidifier as needed. Wipe hard surfaces with a damp, soapy cloth weekly."

"Mold (fungi) is present *everywhere*—indoors and outdoors. There are more than 100,000 species of mold. At least 1,000 species of mold are common in the U.S. Most types of mold that are routinely encountered are not hazardous to healthy individuals."

"Many molds are black in appearance but are not *Stachybotrys*. For example, the black mold commonly found between bathroom tiles is not *Stachybotrys*. *Stachybotrys* can be positively identified only by specially trained professionals (e.g., mycologists) through a microscopic exam. Small areas of mold should be cleaned using a detergent/soapy solution or an appropriate household cleaner."

Many cleaners are now readily available at stores like Walmart. Residents agree that this cleaning & disinfecting mildew and mold are part of everyday housekeeping and as such are the responsibility of the Resident. Residents shall make every effort to control and eliminate



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moisture in the home – run bathroom exhaust fans, ceiling fans to circulate the air, limit use of humidifiers, etc. Be aware that houseplants bring mold spores and moisture into the home.

If mold or mildew persists, contact Landlord for assistance but Resident acknowledges mold and mildew are NOT sufficient reason to end Lease Agreement. The resident agrees that Landlord has delivered the dwelling free from any visible mold. _____ (initial)

PREMISES ACCEPTANCE: Resident acknowledges that Landlord has advised Resident of his/her right to have a professional home inspection performed on the subject property. The resident has completed his/her inspections and/or voluntarily waives that right.

The resident has inspected the home, is satisfied with its condition, including respect to any health concerns, rodents, bedbugs, & mold. Residents are accepting the premises AS-IS with no additional changes expected. Residents shall have 14 days from the date of signature to amend any inspection results in writing to the Landlord. Resident agrees that Landlord has delivered the dwelling in a safe, clean, and habitable condition _____ (initial)

15. CARE FOR THE EXTERIOR OF THE PREMISES:

CONDITION AND REPAIR: The Resident agrees at his own expense, to keep the premises, including, but not limited to, the yard, shrubbery, and swimming pool (if any) in the same condition and repair as the beginning of the Lease and to pay for any damage incurred or replacement needed, reasonable wear and tear excepted.

The following items shall be the responsibility of the Resident:

- Lawns shall be maintained adequately by mowing weekly and shrubbery trimmed regularly as needed. Resident to provide any equipment necessary to maintain lawn and grounds, including replacement of any broken or non-functioning sprinkler heads.
- Clearing of clogged toilets, sewer lines, traps, drains, garbage disposals, or overflowing sinks or tubs, and any damage from such, shall be at the expense of the Resident unless the damage is created by natural causes (i.e. roots or ground movement)
- Replacement of furnace/air conditioner filters monthly and if a heating/cooling unit repair is due to a clogged filter or missing filter, the repair cost must be paid in full by the Resident. Residents will be responsible for the repair/trip charge if the breaker needs to reset and that is the only problem with the unit.
- Replacement of any broken window/glass, light bulbs, and/or window screens, for any reason, will be at the expense of the Resident
- No distracting objects shall be visible to neighbors or allowed on the property including, but not limited to, trailers, campers, buses, trucks or any inoperable vehicles. Vehicles are not to be driven on the lawns or in any area other than parking areas, streets, or driveways, and no engine repairs are to be done (other than routine service) and the cost for removal of any stains on the driveways will be at the expense of the Resident.
- Damage caused by rain, hail, or wind as a result of leaving windows or doors open, or damage caused by the overflow of water or stoppage of waste, pipes, breakage of



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glass, damage to screens, and deterioration of landscape and lawns, whether caused by abuse or neglect, is the responsibility of the Resident.

- Vandalism of the Premises, for any reason, will be at the expense of the Resident.
- Maintaining the smoke detectors and CO detectors in working condition, changing batteries (must be minimum 10-year life guaranteed batteries) as needed, and notifying the Landlord immediately if the smoke or CO detectors stop working properly.

SIGNS, ADVERTISING: No signs, notices, or visual displays of any kind are to be posted on doors or exterior walls. Residents agree to allow Landlord to place signs and advertising in the yard when vacancy is anticipated. Residents agree to maintain signs or advertising installed by Landlord. Placing signs of advertising material does not constitute possession.

16. ORDINANCES & STATUTES:

FEDERAL, STATE, AND LOCAL LAWS: Residents shall comply with all statutes, ordinances & requirements of all municipal, state & federal authorities which may now or hereafter be in force, pertaining to the use of the premises. Residents agree to report any actions by others that violate federal, state, or city laws. Resident agrees that any police report made that involves the Resident, their guest, or the Premises may be admitted as evidence and hereby waives any hearsay objections. Breaking laws are grounds for eviction.

CRIME FREE PROVISION: Residents, family, guests, or other persons shall not engage in:

- Any acts involving imminent or actual serious property damage as defined by law
- Any criminal activity (federal, state, or other municipality), including drug-related criminal activity, any act of violence or threats of violence
- Any other illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, unlawful discharge of firearms or assault
- Jeopardize the health, safety, and welfare of Residents, Landlord, Landlord's representatives, agents or others.

NEIGHBORHOOD CRIMINALS: The resident takes responsibility to research criminals, paroles, sex offenders, or persons on premises arrested living in the area. Discovering information after signing the lease is not a reason to void the lease.

BURGLARY/BREAK INS: The renter's insurance may or may not cover damage to doors or windows caused by an intruder but always call the police to file a report before calling Landlord. Keep your doors and windows locked, and valuables out of sight and locked to minimize theft. Residents are responsible for any damage even from break-ins.

POLICE REQUESTED: If police are called to the home on more than one occasion for a resident-related problem or disturbance, this agreement is subject to termination.

LEGALITY: If any part of this lease conflicts with local or state laws, the rest of the lease will be unaffected.



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17. LEGAL / EVICTION:

EQUAL HOUSING OPPORTUNITY: Landlords and Brokers comply with federal, state, and local fair housing laws and regulations.

LEGAL SERVICE: Each person listed on the lease has 100% authority to receive legal notices on behalf of all persons on the lease.

TIME OF ESSENCE: Pertaining to the performance of the obligations described herein

WAIVER: No failure of Landlord to enforce any term hereof shall be deemed a waiver. The acceptance of rent by the Landlord shall not waive his right to enforce any term hereof.

NOTICES: Any notice which either party may give or is required to give, may be given by mailing the same, postage prepaid, to Resident at the premises or to Landlord at the address shown herein or at such other places as may be designated by the parties from time to time.

Residents agree in advance to pay any and all costs related to eviction. Because court action is a direct result of a Resident's failure to comply and is beyond the normal scope of renting and cost of doing business, the Resident agrees to pay all costs related to legal action, court action, and collections, including but not limited to documentation/photos/copies/ (\$100), court filings (\$100-500), attorney consultation fees (\$300 per hour), court appearances (\$100 each time), collection fees (40%), 15% interest on the overdue amount, and late fee (\$10 per day) on scheduled payments. Some of these fees may be incurred after court judgments and added to the judgment. The amounts shown are estimates. _____ (initial)

EXCULPATORY CLAUSE: The Resident waives their own actions and shall indemnify and save harmless the Landlord from and against any and all claims, suit, actions, damages, and /or causes of action arising during the term of this Lease for any personal injury, loss of life, damages to personal property sustained in or about the leased premises, or financial loss by reason or as a result of Residents occupancy. Resident waives any rights and claims against the Landlord for any personal property damage or financial loss incurred as a result of leasing the Premises regardless of the negligence of the Landlord and reserves the right to collect reasonable attorney fees from the Resident for the cost of defending & enforcing this contract.

JURY TRIAL WAIVER AND ATTORNEY FEES: The landlord and the Resident hereby waive their right to a jury trial. The prevailing party in any dispute or claim between Resident and Landlord arising out of or relating to this Lease Agreement shall be awarded all their reasonable attorney fees and costs. Costs shall include, without limitation, expert witness fees, fees paid to investigators, and arbitration costs.

COLLECTION COSTS: In the event that the Resident breaches the Lease Agreement, the Landlord is entitled to recover as additional damages, all costs to collect the monies owed including any money the Landlord pays a collection company or lawyer to collect those funds.

COURT MODIFICATION: If any provision of this Lease Agreement is found by a court to be invalid, illegal or vague, the parties agree that such provision shall be modified or stricken by



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the court to the minimum extent deemed necessary to make it valid, legal, and enforceable and that all other provisions of this Lease Agreement shall remain in full force and effect.

18. COMMUNICATION:

COMMUNICATION: We do not have personnel to answer office phones. All communication should be direct with the assigned property manager via their phone or in writing via email only. All communication will be addressed and returned during normal business hours only.

Verbal communications are non-binding. If a dispute should occur, the terms of the written lease shall override any verbal communications. Any promise of repairs, changes, terms, etc. must be in writing. _____ (initial)

INCOME DISRUPTION/JOB CHANGE: The landlord shall be immediately notified if there is any income disruption and/or a job change.

19. Emergencies

In case of an emergency you should also contact 911 first. If someone is in danger, your house is on fire, there is a medical emergency, or there is an act of God that has caused severe structural damage, do not call your Landlord, instead hang up and dial 911!

FIRE: If the premises are so damaged by fire or from any other cause as to render them uninhabitable, as determined by Landlord, Landlord shall have the right to terminate this Lease as of the date on which such damage is determined. Should such damage or destruction occur as the result of the abuse or negligence of Resident, or his invitees, then only Landlord shall have the right to termination, and the Resident will be responsible for lost rents and repairs.

EMERGENCY CONTACTS: Resident to supply a minimum of 2 emergency contacts in the event of an emergency. Resident agrees to allow Landlord to contact references on application and emergency contacts below in the event Resident cannot be reached, is non-responsive to Landlord calls or notices, or has not paid rent and/or fees, and agrees that notice to those contacts is considered legal service. _____ (initial)

Name: _____ Number: _____

Name: _____ Number: _____

Name: _____ Number: _____

ACCEPTANCE OF LEASE TERMS:

RESIDENT SIGNATURE: _____ **DATE:** _____

RESIDENT SIGNATURE: _____ **DATE:** _____

PROPERTY MANAGER: _____ **DATE:** _____



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DISCLOSURE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Before renting pre-1978 housing, Landlord's must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE

Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards in the residence and building included in this rental.

Landlord has no records or reports relating to lead-based paint and/or lead-based paint hazards in the residence and building included in this rental.

RESIDENT ACKNOWLEDGMENT

Resident has read the information set forth above, and has received copies of the reports, records, or other materials referenced above, if any. _____ (initial)

Residents have received an email copy of the pamphlet *Protect Your Family From Lead In Your Home*. _____ (initial)

ACCEPTANCE OF LEAD BASED PAINT ADDENDUM

RESIDENT SIGNATURE: _____ **DATE:** _____

RESIDENT SIGNATURE: _____ **DATE:** _____

PROPERTY MANAGER: _____ **DATE:** _____



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HOME CARE ADDENDUM

LANDSCAPE: Resident hereby acknowledges how they will maintain the landscaping of the premises, including but not limited to grass mowed, trees cut, & dead branches falling (Choose one and initial):

_____ Resident has the tools and will personally care for all landscaping needs

_____ Resident will hire someone to maintain all landscaping needs

_____ Resident would like Landlord to maintain all landscaping needs and add the cost to the monthly rent each month.

The resident understands that regardless of the option chosen above if the Resident does not maintain landscaping as required Landlord reserves the right to care for the landscaping and add the charges plus an additional \$30 administration fee to the monthly rent due.

DEHUMIDIFIER: For increased safety measures for you and your family, all basement homes are required to have a functional dehumidifier working and programmed to 30% humidity at all times. Resident agrees to the following (choose one and initial):

_____ Does not apply as home does not include a basement

_____ Dehumidifier is already on-site provided by Landlord. Residents submit an additional \$100 refundable deposit as security for the unit. The dehumidifier is the property of the Landlord and is to remain with the home upon moving out. Resident understands the full cost of \$300 to be charged to Resident if it is not left with the home.

SMOKE DETECTOR & CARBON MONOXIDE DETECTOR BATTERIES: For you and your family's safety all detectors must be working at all times. If a battery needs replacing, residents must replace it immediately. The resident agrees and understands that if the Landlord at any time finds a smoke detector needing batteries Landlord will immediately replace the batteries at a cost of \$10 per battery. Said cost to be added to monthly rent due. _____ (initial)

FURNACE FILTERS: Residents agree to check the condition of the furnace filter once per month, and to change the furnace filter no less than once every 3 months. A dirty filter makes the furnace run harder, increasing the likelihood of an expensive breakdown, most likely during the time of year it is most needed. A clean furnace filter will decrease energy consumption, provide cleaner air to breathe, and make it easier one those with allergies. _____ (initial)

ACCEPTANCE OF HOME CARE ADDENDUM

RESIDENT SIGNATURE: _____

DATE: _____

RESIDENT SIGNATURE: _____

DATE: _____

PROPERTY MANAGER: _____

DATE: _____



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PET ADDENDUM

No animals are allowed on the premises (even on a short-term or temporary basis) other than the pets listed on the Lease Agreement & approved by the Landlord.

The Landlord grants the resident permission to keep the aforementioned pet(s) in the home subject to the following terms & conditions, and becomes part of the Standard Lease Terms.

1. There is a Non-Refundable Deposit of \$300 for pets. A Pet Fee of \$_____ per month will also apply.
2. The resident agrees to purchase special liability insurance that would cover injuries or damage that may be caused by the pet(s). Residents also agree to list the Landlord as an "additional insured" on the policy.
3. The Resident agrees that this agreement is only for the specific pet(s) described above and agrees to not harbor, substitute or "pet sit" any other pet and remove any of the pet's offspring within 30 days of birth. Any animal found on the premises other than the pet(s) specified will be considered a stray and removed at the Resident's expense.
4. The Resident agrees to have an identification tag on pet(s) whenever it is outside.
5. The pet(s) shall be on a lease or otherwise under Resident's control, and not left unattended, when it is outside the Resident's home.
6. The Resident agrees to immediately clean up after their pet(s), both inside and outside the premises and to dispose of any pet waste promptly and properly.
7. The Resident agrees not to leave food or water for their pet(s) outside the premises, where it may attract wild animals.
8. The Resident agrees to abide by all local, city or state ordinances, licensing and health requirements regarding pets, including vaccinations.
9. Pet(s) shall not cause any sort of nuisance or disturbance to neighbors. Noise, day or night, must not disturb others. The Resident agrees to do whatever is necessary to keep their pet(s) from making noise that would cause an annoyance to others and take steps to immediately remedy complaints by neighbors made to the Landlord.
10. The Resident agrees to immediately pay for any damage, loss or expense caused by their pet(s). Any payment not made for such damage or expense will be considered as additional rent due.
11. Failure to comply with the terms of this addendum shall give the Landlord the right to revoke permission to keep the pet(s), and is also grounds for immediate termination of the Standard Lease Agreement and the Resident shall be liable for any damages caused by the pet(s) and the deposit shall be applied to said damages.

ACCEPTANCE OF PET ADDENDUM:

RESIDENT SIGNATURE: _____ DATE: _____

RESIDENT SIGNATURE: _____ DATE: _____

PROPERTY MANAGER: _____ DATE: _____



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RECURRING PAYMENT SETUP FORM

Residents authorize regularly scheduled charges to your checking / savings account or credit card. Residents will be charged the total account balance, which consists of your monthly rent payment, any outstanding late fees, utility charges, Non Sufficient Funds (NSF), or any other fees due on Residences' account. A receipt for payment will be emailed to you & the charge will appear as an "ACH Debit." You agree that no other prior notification will be provided.

I _____ authorize RedBird Realty Solutions LLC to charge my Credit Card or Checking / Savings Account, for my rent amount of \$ _____ or my total account balance, whichever is greater, on the 1st day of each month.

Billing Address _____ Phone # _____

City, State, Zip _____

Email _____

Checking / Savings Account

Checking Savings

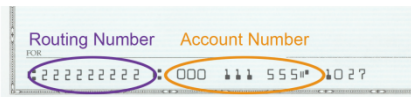
Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



Credit Card

Visa MasterCard

Amex Discover

Cardholder Name _____

Account Number _____

Exp. Date _____

SIGNATURE _____ DATE _____

I understand that this authorization remains in effect until I cancel it in writing and notify RedBird Realty Solutions LLC of any changes in my account information or termination of this authorization at least 30 days prior to the next billing date. If the above payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that RedBird Realty Solutions LLC may attempt to process the charge again within 30 days, and agrees to an additional \$25 charge for each returned NSF. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.