

Castle Property LLC Lease



206 South Avenue, Harrisonburg, VA 22801 (540) 564 - 2659 e-mail: office@castleproperty.com web site: www.castleproperty.com

THIS DEED OF LEASE made on DATE by and between SAMPLE TENANT NAME, hereinafter referred to as Tenant, SAMPLE CO-SIGNER NAME hereinafter referred to as Co-Signer, and Castle Property LLC, hereinafter referred to as Landlord, Castle Property LLC, and CP. This lease includes all the terms of the "Castle Property Lease Terms".

Castle Property LLC leases this property from the Property Owners with the ability to sublease to Individual Tenants. For the purposes of this lease Castle Property LLC is the only Landlord and the Property Owner is not a party to this lease.

WITNESSETH

Landlord hereby leases, and Tenant rents from Landlord, upon the terms and conditions herein set forth.

Property Address: 85 N. High Street, Apt. UNIT, Harrisonburg, VA 22802 Room #: #

Lease-Term: 2:00 PM LEASE START DATE - 11:00 AM LEASE END DATE

Rent Payments for the Lease-Term:

First payment due: LEASE START DATE First payment amount: \$FIRST RENT + \$295.00 End-of-lease-cleaning-fee.

Monthly payments Payment amount: \$LEASE RENT Last payment due: LAST RENT DUE DATE Last payment amount: \$LEASE RENT

Total lease term rent of \$TOTAL RENT

Rent payments are due monthly and in advance on the 1st day of the month or as listed above. Castle Property LLC will treat any payment that arrives at the office on or before 5:00PM EST on the 5th as on time. Time of receipt of payments is of the essence for this lease agreement. CP will **not** consider postmarks or holidays in determining receipt of any items. Rent shall be paid to Castle Property LLC. 206 South Avenue, Harrisonburg, VA 22801. Acceptable forms of payment are personal check, on-line banking check, money order, or cashier's check and must include Tenant Name and Rental Address. "NAME ". CASH IS NOT ACCEPTED.

The large blue drop box in front of the office at 206 South Avenue is available 24 hours a day and is considered equivalent to mail delivery or personal delivery to the office. Money orders are available at nearby pharmacies, 24-hour convenience stores, or 24-hour Wal-Mart. Holidays, weather, weekends, or office closures do not relieve Tenant of the responsibility of on-time rent payment.

What is included with the rent payment?

1: Exclusive use of the assigned property.

2: Use of all included appliances.

(See § 45 Prohibited Access)

What is not included in the rent payment and is an additional cost?

1: Utilities are not included in the rent payment and are billed monthly.

(Page 3. Utilities) 2: Housekeeping and cleaning during the lease-term is the responsibility of the Tenant.

(See § 24 Inside Cleaning)

3: End-of-lease-cleaning-fee of \$295.00 is paid with first rent payment. (See Below)

4: The property is unfurnished. It is the responsibility of the Tenants to supply any furniture.

5: Renter's Insurance is not included in the rent.

(See § 19 Renters Insurance) 6: Internet and Cable TV is an optional utility. HM will make arrangements for any services.

Internet / Cable / Yard Maintenance / Trash Service / Snow removal: These vary by property. See specifics for this property below.

1: Grass Cutting / Yard Maintenance: YARD TERMS (See § 31 Yard Maintenance) 2: Trash Collection or Dumpster fee: **TRASH TERMS** (See § 33 Outside Trash) 3: Snow Removal: **SNOW TERMS** (See § 35 Snow Removal)

End-of-lease-cleaning-fee: \$295.00 is added to the first month's rent. (LEASE START DATE). This is a pre-paid cleaning fee that is used at the end of this lease. If the Tenant is renewing and staying in the same room, the fee will be transferred to the next year's lease and is not paid again. (See § 63 and § 69 of Lease Terms)

The Full Security Deposit is \$DEPOSIT AMOUNT, which is held by CP until . See § 5 of Lease Terms. The balance of \$DEPOSIT DUE (includes a payment or transfer of \$DEPOSIT PAID)

PREPAID LAST MONTH'S RENT: Tenant has pre-paid \$PREPAID RENT of the last month's rent. This will be used for the last month's rent payment or credited to the deposit at the end of the lease. If Tenant makes 9 of the first 11 month's payments, in-full and ontime, prepaid last month's rent will be applied to the 12th month's rent and not needed for any renewal leases.

Payment Crediting: Payments will first be applied to past due balances and late fees and then to current rent due without regard to any notations made on or with a payment. Failure to make timely payments of past due invoices will cause rent to be considered unpaid if a balance remains on the 5th of the month. Balances will accrue the Late Payment Fee below.

Tenant (SAMPLE TENANT NAME):	Co-Signer (SAMPLE CO-SIGNER NAME):	Page 1	Landlord (Castle Property LLC):

Tenant Name: SAMPLE TENANT NAME Address: 85 N. High Street, Apt. UNIT, Harrisonburg, VA 22802 Room: # Date: DATE

Invoices: Non-Utility invoices are sent by e-mail and are due within 15 calendar days. Invoices not paid within 15 days are counted as an unpaid balance. See Late Payment Fee below.

Late Payment Fee: The monthly late fee is billed based outstanding balance. The late fee is 10% of the monthly rent or outstanding balance with no daily late fees.

Returned Check Fee: \$59.00 per check. This fee applies for NSF (non-sufficient funds) or any other reason a check is not honored by the payer's bank. Late rent fees apply as if no rental payment was attempted. Any crediting of fees for bank mistakes will be handled directly between the Tenant, Co-Signer, and their bank. Landlord reserves the right to refuse future personal checks from the Tenant after two or more returned checks. In this case, Tenant will be required to pay with money orders or bank checks.

Credit / Debit Card Fee: An additional fee is added to Credit / Debit Card payment to offset the fees charged by card issuers. The convenience fee for credit/debit card use is 5% and added to the total charge. Minimum fee is \$3.00. There are no fees for check, bank checks or money order payments.

Sublet or Assignment Fee: \$50.00. See § 7 of Lease Terms.

extended-guest in addition to the \$100 per week extended guest fee.

Lease Cancellation or Early Termination Fee: Fee based on number of days of written notice given by the Tenant. At least 30 day notice (\$595.00), between 15-30 day notice (795.00), less than 15 day notice (\$LEASE RENT). See § 8 & 9 of Lease Terms.

Maximum number of Adult Tenants (18 years or older): # Adults (Listed as Tenant and/or Co-Signer). See § 52 of Lease Terms.

Registered Minor Tenants (Less than 18 years old): ______CHILDREN < 18

(______) (______) Tenant agrees that anyone at the property more than 3 days per month that is not a Tenant listed above is an extended-guest. Extended-Guests must be registered by Tenant to Castle Property LLC no later than the extended-guest's third day at the property. Rent will increase by \$100 per week per extended-guest. Tenant agrees to pay a fine of \$250 for failure to disclose an

Maximum Party Size: MAX OCCUPANCY Includes Tenants and guests inside or on the property. See § 53 of Lease Terms.

Cost of Materials and Labor explained in full detail in § 50 & 51 of the Lease Terms.

Labor Rate for Repairs and Cleaning: This rate is for the restoration of the property from Tenant damages or violations of the terms of the lease: \$75.00 per man hour with a one hour minimum plus as \$10 truck charge per job. See **§ 50** of Lease Terms.

Labor Rate for Repairing Undisclosed Tenant Damages: At the time damage occurs to the property, Tenant or House Manager must disclose any damages at the property. The preferred method of reporting is e-mail so that Tenant will also have a record of this report. If e-mail is not available, disclosure may be made by calling the office and leaving a message. To discourage undisclosed damages, undisclosed damages are billed at a penalty rate of **1.5** times the labor rate or \$112.50 per man hour with a one hour minimum plus as \$10 truck charge per job.

Labor Rate for Repairing Unauthorized Tenant Repairs: Tenants are not permitted to paint, repair drywall, or make any physical repairs or changes to the property without the written permission from Castle Property LLC. Any unauthorized work will be removed by CP, repaired by CP, and billed at a penalty rate of **twice** the labor rate or \$150.00 per man hour per man hour with a one hour minimum plus as \$10 truck charge per job.

Labor Rate for Lease Violation Paperwork: This labor rate is used to prepare any state required notices for lease violations or failure to pay rent. These notices include 21-day notices of lease violations, eviction paperwork for non-payment of rent or continued violations of lease terms after 21-day notice at \$58.00 per hour plus materials and postage, with a quarter hour minimum.

Regular Trash Pick-up: TRASH DAY Number of cans per week: N/A Bulk Trash Pick-up: Contact CP for large item disposal. All trash must be stored in City provided trash cans. Trash cans must be placed for collection at the street/alley the night before pick-up and returned to the trash can storage area the day they are emptied. See § 61

Subcontractor Labor: Landlord does not authorize Tenant to contract with subcontractor on behalf of either Landlord or Owner. In the event subcontractor labor is needed to resolve a Tenant responsible issue, Landlord will pay the Subcontractor directly and bill Tenant the actual subcontractor invoice with a 25% markup to compensate for Landlord labor.

Smoking and Burning items: Smoking, vaping or burning of incense or candles inside the property is a lease violation.
() () Tenant agrees that if signs of smoking, vaping or burning items such as incense or candles are found inside the property, on the first occurrence, Tenant will pay a fine of \$50 and pay and an additional \$100 end-of-lease-cleaning fee to cover the cost to remove any smoke smell from the property at the end of the lease. On the second or subsequent occurrence, the fine will increase to \$200 per occurrence and Landlord will issue a 21-day notice for the lease violation. Landlord reserves the right to terminate the lease if the violations continue beyond the 21-day notice. Early termination fees apply. Smoking of Marijuana inside or outside the property is a lease violation and Tenant will receive a 21-day notice for violating or allowing guests to violate this lease agreement. See § 16 and § 63 for smoking related lease clauses.

renant (SAMPLE TENANT NAME): Co-Signer (SAMPLE CO-SIGNER NAME):	Page 2	Landlord (<u>Castle Property LLC</u>):
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Tenant Name: SAMPLE TENANT N	AME Address: <u>85 N. High Street, Apt. UNIT, F</u>	Harrisonburg, VA 22802 Room: # Date: DATE	
	used or stored under a roof, below wooden deck y walkway reducing any walkway to less than 36	s or within three feet of vinyl siding or a wooden 3 inches.	
	ANIMALS should be permitted inside the prop	g-fee is required <u>prior</u> to pet arrival in addition to erty prior to registration as a Temporary Pet or a	
() () Tenant/Co-Signer agrees to pre-register either Temporary or Permanent pets with Landlord. Tenant agrees that if any non-registered pet is found inside the property, Tenant will pay a fine on the first occurrence of \$100 for the unauthorized pet. On the second or subsequent occurrence, the fine will increase to \$200 per occurrence and Landlord may issue a 21-day notice for the lease violation. Landlord reserves the right to terminate the lease if the violations continue beyond the 21-day notice. Early termination fees apply.			
	ne property and include the animal species, col	nant can e-mail or stop by the office and disclose the or and breed. The cost for a temporary pet is \$5 per	
PERMENANT PETS: Must be precleaning fee to cover the additional of		ant is responsible for an additional \$195 end-of-lease-	
regardless of their individual occupar	ible for the payment of utilities throughout the ency. However, in properties with multiple Tenan they are no longer considered a Tenant with a l		
continuous utility service at each pro	ty service and to avoid any connection and disc perty and bills the actual cost back to the Tenan r of Tenants and extended-guests will be used t	ts plus a \$5 per person monthly billing fee. For utilities	
UTILITY TYPE	PROVIDED BY	UTILITY INFORMATION	
Water/Sewer/Trash:	City of Harrisonburg	WATER TERMS	
Electric Service:	Harrisonburg Electric	ELECTRIC TERMS	
Gas / Oil:	Columbia Gas – Local Oil Provider	GAS TERMS	
Cable/Internet/Telephone:	Comcast / Xfinity / Verizon	Tenant paid optional utility.	
changes during the lease are billed at Tenant without charge for use during returned to our office or left inside the move-out will receive half credit and landlord permission. Unauthorized least Lockout Service: Additional or rep	t \$75. Most bedroom doors have individually ke the term. Additional or replacement keys are a e property prior to the move-out appointment to after 24 hours no credit. Tenant many not chan ocks will be removed at a cost of labor and mate lacement keys may be purchased at the office a	t <u>\$10</u> each. Keys cannot be loaned. If staff is	
- 5:00PM) and two hours \$150.00 ar	e person to open a locked door at the property f by other time. Tenant also has the option to con ce. Any damages to the door or lock are the res		
and to furnish CP with any e-mail ad-		Tenants agree to check their e-mail on a regular basis ed, CP agrees to send notices to all addresses. If her to furnish a copy of all items sent.	
Place a single line through any incor	rect information and update or add information in	n the spaces provided below.	
Name: Permanent Address: City, State Zip: Preferred Phone: Secondary Phone	FENANT INFORMATION SAMPLE TENANT NAME 35 N. High Street, Apt. UNIT Harrisonburg, VA 22802 FENANT PHONE	CO-SIGNER INFORMATION SAMPLE CO-SIGNER NAME COSIGNER ADDRESS COSIGNER CITY,STATE,ZIP COSIGNER PHONE	
Primary e-mail: Secondary e-mail:	SAMPLE@email.com	SAMPLE@email.com	
Corrections/ Additional Info:			
Corrections/ Additional Info:			
Tenant (SAMPLE TENANT NAME):	Co-Signer (SAMPLE CO-SIGNER NAME):	Page 3 Landlord (<u>Castle Property LLC</u>):	

Tenant Name: SAMPLE TENANT NAME Address: 85 N. High Street, Apt. UNIT, Harrisonburg, VA 22802 Room: # Date: DATE

EVICTION-AVOIDANCE-OPTION: If Tenant eviction is required due to non-payment of rent, repairs, utilities or repeated lease violations, Tenant will be given an eviction-avoidance-option to fully vacate the property within 72-hours to avoid court filing, court costs, legal fees, and court record of eviction and judgment. Prepaid rent will be credited to the security deposit for a Tenant that completes the eviction-avoidance-option and will be used to pay any unpaid rent, utilities, cleanup or damages at the property. The early termination fee is determined based on the Tenant's choice on page 4 of the lease. Tenant will receive the balance of the deposit within 45 days of their completion of the eviction-avoidance-option. Tenant completion of the eviction-avoidance-option completes the terms of the lease and is not considered or listed as a default, termination or eviction.

LEASE CANCELLATION PERIOD: Tenant or Co-Signer has 3 days from Tenant lease signing to cancel this lease, (on or before). The cost of cancelation during this period is \$100.00, with no further obligation to the lease. Cancellation must be in writing, with e-mail being an acceptable delivery. Cancellation is not completed without a written cancellation confirmation from CP. After the 3 day cancellation period, Tenant must follow the Lease Cancellation section of the Lease Terms. (§ 8)

LEASE COMPLETION DEADLINES: (For Co-Signers unable to attend lease signing)

Castle Property LLC will transmit an electronic copy of the lease to both the Tenant and the Co-Signer within 24 hours of Tenant lease signing. Co-Signer agrees to print, review and contact our office if there are any questions. To complete the lease, Co-Signer will sign the lease and return an electronic copy of the signed lease to our office during the 3-day signing period (on or before).

Tenant and Co-Signer also agree to return a hard copy of the signed lease plus the security deposit within 10 days of Tenant lease signing (on or before).

THIS LEASE, including the Castle Property LLC Lease Terms, is the entire agreement between parties and no modification or addition to it shall be binding unless added by addendum and signed by the parties hereto. Wherever the context so requires, the singular number includes the plural, the plural the singular, and use of gender includes all genders.

OPTIONAL 30-Day Notice to Terminate without Early Termination fee: (Month-To-Month Option).

In exchange for an additional monthly leasing fee \$49.00 for the entire term of the lease, both Tenant and Landlord agree that this lease can be terminated by Tenant with a 30–day written notice at any time during the term of the lease.

For new Tenants, the leasing fee starts on the first day of the lease however this option can only be exercised after 90 days of occupancy. For renewal leases, this option is available starting the first day of the renewal lease.

Tenant must allow showings of the property with 24-hour notice during the 30-day notice period during reasonable hours, and agrees to keep property in good condition for showings.

If the "YES" option is selected below, 30-day written notice is given with showing access, Castle Property waives the early termination fee.

Tenant selects the following option for this lease: (IF NO OPTION IS SELECTED,"NO" is the default)

[] YES, Ter	nant chooses the month-to	-month option in exchange for a \$49.00 per mor	nth leasing fee.
or			
		onth-to-month option. The lease remains a one on page 2 and based on the number of days of w	
Tenant:	I understand and agree t	o the Deed of Lease and Lease Terms.	
(SAMPLE TE	NANT NAME)	Signature:	Date:
Co-Signer:	I understand and agree t	o the Deed of Lease and Lease Terms.	
(SAMPLE CO	D-SIGNER NAME)	Signature:	Date:
Landlord:	Landlord understands ar	d agrees to the Deed of Lease and Lease Term	s.
[] C. Glenn I	_oucks []	signing for Castle Property LLC X:	Date:



LEASE ADDENDUM

Castle Property LLC



206 South Avenue, Harrisonburg, VA 22801 (540) 564 - 2659 e-mail: office@castleproperty.com web site: http://www.castleproperty.com

85 NORTH HIGH STREET SNOW, TRASH & NOISE ADDENDUM

The terms of this addendum are additional terms to the lease listed below and take precedence over the original terms.

Tenant Name: SAMPLE TENANT NAME

Property Location: 85 N. High Street, Apt. UNIT, Harrisonburg, VA 22802

Date: DATE

Bedroom #: #

Change to the Castle Property LLC Lease Terms. Section 33. OUTSIDE TRASH:

Castle Property furnishes a trash dumpster for the use only by the Tenants for the disposal of their household trash. Dumpsters may not be used for the disposal of furniture, commercial waste, auto parts, or other hazardous waste as defined by the Rockingham County Landfill and Waste Management.

Tenants are required to remove all furniture from the property at the end of the lease. Castle Property offers furniture disposal service on Tuesdays for \$45 for the first 3 items and \$5 for each additional item. Tenant must register furniture pickups with the office by noon on Monday. Furniture placed in the dumpster or left outside without registration will be billed at \$50 per item plus any fines received from Waste Management.

Outside trash will be collected and disposed of as soon as it is discovered. Individual trash cans or bags may not be left outside any unit. If trash or recyclables are discovered in the common area, the items will be removed and the house manager for the offending property will be billed for the cost of removal, cleanup and any time needed to determine the source.

Change to the Castle Property LLC Lease Terms. Section 35. SNOW REMOVAL:

Castle Property agrees to shovel accumulated snow from the sidewalks leading to the parking area and mailboxes and the two rear wooden staircases. In addition, for snow accumulation of greater than four inches, Castle Property will plow the center of the parking area. It is the responsibility of the Tenants to remove snow between vehicles or on top of their car. Castle Property does not have an on-site manager and must rely on local road conditions to arrive at the property to clear the snow.

Tenants agree that winter conditions such as freezing rain, ice, and snow are slippery and can substantially increase the chance of a fall. Tenant agrees to use caution outside the property especially during inclement weather and assumes that any surfaces can be slippery. Castle Property will make a reasonable effort to keep the property clear of snow but does not guarantee clean and dry conditions outside the property during the entire term of the lease.

Tenants agree to store personal items inside their unit and not block walkways. Toys, games, scooters or other personal items may not be left outside the property. All personal items must be stored inside the property after use. Bicycles may be locked to railings or deck posts providing they are not blocking walkways. Personal items that reduce or block walkways or exits from the apartments will be disposed of if the owner is not available to remove the items. Tenants are permitted to leave waterproof outdoor furniture in good condition in the common areas, for common use, providing the furniture does not restrict any walkway or passage to less than 36 inches.

<u>Marijuana usage at the property.</u> With the recent decriminalization of marijuana, it is important to clearly outline the limitations of use at the property. Landlord has no limits on Tenant marijuana use off the premises. Because this is a multi-unit property, the use of marijuana at the property negatively affects the other residents. Marijuana may not be smoked at any time, inside any unit, or on the grounds. This restriction does not apply to using cannabis edibles or cannabis oil. See page 2 (Smoking and Burning items) for more details.

Limitation of noise at 85 North High Street:

Because of the close proximity to other rental units, all Tenants agree to limit noise that may disturb the peaceful enjoyment of their neighbors. Since these units are primarily rented by Tenants that value a quiet living environment, we enforce complaints of excessive noise. This property is not well suited for noisy Tenants that do not respect their neighbor's peace and quiet.

The outside common areas may be used by all Tenants until 10:00 PM each evening. All Tenants and their guests must move indoors between 10:00PM and 8:00AM each day. Noise levels inside the units must not spill over into the common area or the other units. Tenants must limit not only their music but also loud talking or shouting typically associated with alcohol consumption.

If excessive or repeated noise is reported by neighboring units, Castle Property will send notice to all Tenants listing the specific noise complaint with a request to reduce future noise. If noise complaints continue, Castle Property will verify the noise complaints and bill the offending Tenant a fine of \$75 and issue a 21-day notice. If noise issues continue after the 21-day notice, Landlord reserves the right to terminate the lease or leases of any Tenants disturbing their neighbors. Early termination fees apply.

Tenant (SAMPLE TENANT NAME):	Date:	
Co-Signer (SAMPLE CO-SIGNER NAME):	Date:	
Landlord (Castle Property LLC):	Date:_	



PET AGREEMENT





206 South Avenue, Harrisonburg, VA 22801 (540) 564 - 2659 e-mail: office@castleproperty.com web site: http://www.castleproperty.com

The terms of this addendum are additional terms to the lease listed below and take precedence over the original terms.

Tenant Name: SAMPLE TENANT NAME Date: DATE Property Location: 85 N. High Street, Apt. UNIT, Harrisonburg, VA 22802 Bedroom #: #

For the term of this lease, the following pets are added as PERMANENT PETS to the lease for the Tenants listed above.

Tenant agrees to the following pet rules:

- 1: Monthly-Pet-Fee is due on the 1st of each month with the same late terms as rent.
- 2: All dogs must be on a leash no longer than 6 feet and connected to a Tenant while in any common area.
- 3: Dogs may not run free or be tied outside at any time.
- 4: Tenants must immediately clean up and bag pet waste in any common areas and properly dispose of waste in the dumpster.
- 5: Tenant must regularly bag cat litter and waste and dispose of waste in the dumpster.
- 6: Tenant is responsible for any damage to persons or property caused by their pets.
- 7: Tenant will notify Landlord within 24 hours of any aggressive behavior or if the pet has bitten anyone at the property.
- 8: Dogs that bark excessively or bother neighbors must be controlled with an anti-barking collar.
- 9: Tenant agrees to furnish accurate pet ownership and breed information to their renter's insurance provider.
- 10: Tenants will receive written notice of pet violations and have 7 days to remedy the indicated violation(s). Tenants unwilling or unable to resolve these violations within 7 days agree to either permanently remove the pet from the property within 30 days of notice or follow the terms of the lease for early lease termination within 30 days of the notice.

Breed: Year born: Pet 1: none Colors: Breed: Colors: Year born: Pet 2: none

Total monthly pet leasing fee: \$0.00

Tenant will prepay a non-refundable end of lease pet cleaning fee of \$195.00 per pet. This cleaning fee transfers forward each lease renewal until the end of the final lease to be used for additional pet cleaning, hair and fur removal and spraying for ticks and fleas.

Dog = \$55.00 per month, Cat = \$45.00 per month, Other preapproved mammals = \$55.00 per month Permeant Pet Rent: \$5.00 per calendar day. (Registration by e-mail, must be sent prior to pet discovery at the property.) **Pre-Registered Visiting Pets: Unauthorized Pets / Animals:** \$100.00 first occurrence, \$200.00 each additional occurrence.

Tenant (SAMPLE TENANT NAME): Date: Co-Signer (SAMPLE CO-SIGNER NAME): Date: Landlord (Castle Property LLC): Date:



PREPAID LAST MONTH RENT

Castle Property LLC



206 South Avenue, Harrisonburg, VA 22801 (540) 564 - 2659 e-mail: office@castleproperty.com web site: http://www.castleproperty.com

Additional terms for the lease specified below.

Tenant Name: SAMPLE TENANT NAME

Property Location: 85 N. High Street, Apt. UNIT, Harrisonburg, VA 22802

Date: DATE

Bedroom #: #

PREPAID LAST MONTH'S RENT

Used for one or more of the following reasons:

- 1: To compensate for a lower credit score or other negative credit issues.
- 2: To compensate for take home pay less than 3 times the monthly rent.
- 3: To compensate for collections, judgments of other negative credit issues.

Lease term: LEASE START DATE - LEASE END DATE

Prepaid Rent is paid with the security deposit and prior to lease signing: \$LEASE RENT

If the Tenant makes at least 9 of the first 11 on-time full-payments of rent during the lease term:

- 1: This prepaid rent will be applied toward the 12th month's rent payment.
- 2: Pre-paid rent will not be required if the Tenant chooses to renew the lease.

If the Tenant makes less than 9 of the first 11 on-time full-payments of rent during the lease term:

- 1: This prepaid rent may be rolled forward to the next renewal lease for the 12th month of that lease.
- 2: If Tenant is not renewing, the prepaid rent will be added to and returned with the security deposit after receipt of the 12th month's rent. Prepaid rent cannot be used for the 12th month's rent.

If eviction is required due to non-payment of rent, repairs, utilities or repeated lease violations, Tenant will be given an eviction-avoidance-option to fully vacate the property within 72-hours to avoid court filing, court costs, legal fees, and court record of eviction and judgment.

If Tenant choses to complete the eviction-avoidance-option during the 72-hour option period, the Prepaid rent will be credited to the security deposit for a Tenant that completes the eviction-avoidance-option and will be used to pay any unpaid rent, utilities, cleanup or damages at the property. The early termination fee is determined based on the Tenant's choice on page 4 of the lease. Tenant will receive the balance of the deposit within 45 days of their completion of the eviction-avoidance-option. Tenant completion of the eviction-avoidance-option completes the terms of the lease and is not considered or listed as a default, termination or eviction.

If Tenant does <u>not</u> choose or complete the eviction-avoidance-option during the 72-hour option period, the eviction process will immediately begin and Tenant will be responsible for rent and utilities through the eviction and cleanup date. Tenant is responsible for all court costs, legal fees and all fees to remove the Tenant. It is agreed that any prepaid rent will be forfeited as liquidated damages in lieu of lease stated early termination fees.

Tenant (SAMPLE TENANT NAME):	Date:
Co-Signer (SAMPLE CO-SIGNER NAME):	Date:
Landlord (Castle Property LLC):	Date: