

LEASE ADDENDUM

This Addendum is made on _____ to lease ("Lease") dated _____ between _____ ("Tenant") and _____ ("Landlord") for the rental of the Property: _____.

The parties agree that the Lease is modified as follows:

1. **TERM:** The Lease shall end on _____ and the monthly rent shall be \$ _____ beginning _____ until the end of the lease term. If the lease ends on a day other than the last day of the month, the last month of rent shall be prorated.
2. The rent is due on the 1st of each month and a late fee of 10% of the total monthly rent is due if rent is not received on the 1st, i.e. a late fee is due if rent is paid on any day after the 1st. There shall be a \$50 returned check/NSF charge per returned payment. Rent and all other fees or payments shall be made payable as provided in the Lease.
3. **MAINTENANCE:** There shall be a \$25 maintenance fee charged to Tenant for each work order or repair at the Premises. This charge is associated with the coordination of the repair and access.
4. **MONTHLY TENANT ADMINISTRATION FEE:** \$8.00 This monthly fee offsets the cost of ACH payments, Tenant Portal Access with Online Payments, Online Maintenance Requests, Electronic Statements, and 24 Hour Maintenance Hotline.
5. **TERMINATION:** This Lease may be terminated at its expiration, by Tenant providing written notice at least 60 days prior to the Lease expiration that Tenant intends to vacate at the end of the lease term. Notice must be received no later than the first day of the month that is 60 days prior to the Lease expiration or else the Lease shall terminate on the end date of the lease term. This Lease may be terminated by Landlord by providing written notice at least 30 days prior to the Lease expiration.
6. **RENEWAL OR EXTENSION:** Should Landlord and Tenant wish to renew or extend the Lease, a fully ratified Lease or Amendment must be completed and executed by the parties no later than 60 days prior to the End Date of the Lease Term, or any extension thereof. If both parties fail to terminate, renew, or extend the lease within 60 days of the Lease termination and Landlord does not provide written notice 30 days prior to termination, the Lease will be extended on a month-to-month basis and the monthly rent shall be increased 3%, and all other terms and conditions as set forth in this Lease shall remain in effect. If the Lease extends on a month-to-month basis, the Tenant must provide a 60 day written notice to terminate the Lease no later than the 1st day of the month and the Lease shall terminate on the last day of the following month unless otherwise agreed to in writing. If Tenant fails to vacate upon notified vacate date, Tenant shall pay 150% of daily rent, expenses of any incoming occupants, Landlord's costs incurred by reason of Tenant's failure to vacate property, and any other remedies available to Landlord under applicable law and/or the Lease.
7. **NOTICE:** Any Notice provided for or permitted by this Lease to be given by one party or another shall be deemed given for all purposes in writing, mailed U.S mail, addressed to the party to be notified at the Notice Address or delivered personally. Such notice shall be deemed received as of the date of electronic delivery, postmark or personal delivery.
8. **MANAGING AGENT:** Tenant understands and agrees that Peabody Residential (Peabody Real Estate, LLC) ("Managing Agent" or "Agent"), acts as managing agent for Landlord and as such, Tenant covenants and agrees to never name Managing Agent as a party in any lawsuit attempting to enforce any provision of this Lease, or otherwise concerning this Lease, indemnify Managing Agent for all of Managing Agent's costs, damages, injury, claims, liability, expenses, losses and fees if Management agent is named in any such lawsuit or claim arising out of this Lease. The Tenant shall consider the the Management Agent as Landlord and as agreed in the Tenant Application Agreement. This provision shall survive termination, expiration or cancellation of the Lease and any Addendum(s).
9. Tenant shall initiate all communication and notices with Management Agent on matters associated with the lease through Tenant's online account or the directed online method by Management Agent exclusively except for Emergencies.
10. Tenant shall not communicate with Landlord directly without the written permission of the Managing Agent.
11. No Smoking is allowed inside the house, garage or any enclosed area or structure on the property. If smoke or smoke-

Initials: Tenant ____/____/____/____ **Landlord** ____/____

related damage or objectionable cooking or general odors are found at the move-out inspection the Tenants shall be liable for all cost to remediate the problem.

- 12. MOLD AND MILDEW:** Tenant shall maintain the Premises in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by Tenant. Tenant shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean, vacuum, and dust on a regular basis and to remove visible moisture accumulation in laundry area, on windows, walls, accessible ducts, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts, vents, and intakes in the Premises. Tenant must immediately report in writing to Landlord any evidence of the following: (i) a water leak or excessive moisture in the residence, as well as in any storage room, shed, garage, attic, crawlspace, or other area on the Premises; (ii) mold- or mildew-like growth; (iii) any failure or malfunction in the plumbing, heating, ventilation, air conditioning systems or laundry systems in the Dwelling Unit; and (iv) any inoperable doors or windows. Landlord neither guarantees against, nor accepts any liability for, conditions existing, or which may exist on or about the Premises (including, but not limited to, dust, mold, or other irritants), unless the responsibility for the treatment or elimination of such conditions is either specifically stated in the Lease, Addendum, or required by applicable laws.
- 13. PET:** If the lease includes a pet, Tenant agrees that when repairs and inspections are scheduled and when the property is being shown for rent or sale, all pet(s) will be secured (crated) without limiting access to the Premises or removed from the property during these times. Failure to allow access to the property due to a pet(s) will be treated as a violation of the lease and there may be a forfeiture of the pet and/or security deposit.
- 14. EARLY TERMINATION OF LEASE:** The Tenant shall not be released from liability for rent and/or other charges under this Lease unless the Landlord agrees in writing to release the Tenant from such liability. If Tenant terminates the lease prior to the expiration date, Tenant will be charged all costs and damages related to Tenant's breach, including but not limited to a \$500 early termination fee for costs of re-leasing the Premises, including commissions due for re-leasing, which will be determined upon the re-renting of the property, which shall be due at the time of notice. In addition, Tenants will remain liable for rent, utilities and, if appropriate, yard maintenance until property is re-rented or the lease expires or until Landlord expressly and in writing releases Tenant from further obligations under the Lease. If the property is re-rented for a term less than the original lease term, or at a rental rate lower than what Tenant paid, the Tenant will remain liable for any applicable leasing commissions and any difference in rental rate through the remaining term of the original lease. The paragraph is not applicable if a Tenant terminates the Lease as provided under the Servicemembers Civil Relief Act of 2003 ("SCRA").
- 15. CHECK OUT INSPECTION:** Tenant shall provide written request for a check out inspection to Landlord no later than Fifteen (15) days prior to Tenant's intended check out date. Landlord shall have the sole discretion in determining the time of the check-out inspection. The Tenant may be present if Tenant wishes. Agent/Landlord shall make a reasonable effort to advise Tenant of the time and date of the check-out inspection, which inspection shall be made within seventy two (72) hours, weather permitting, of termination of occupancy or tenancy, whichever occurs last. The inspection will be made to determine if there are any damages not considered fair wear and tear. More than one inspection may be necessary before all damages can be assessed. Prior to the inspection the Tenant shall:
 - A. Have the Premises and carpets cleaned by a professional company acceptable to the Agent/Landlord and provide a paid receipt. If cleaning is not acceptable or a receipt is not supplied, Agent/Landlord reserves the right to hire another company to re-clean the Premises and/or carpets at the Tenants expense.
 - B. Have the Premises professionally treated for fleas/ticks if pet(s) have been present and provide a paid receipt. If pest problems arise after Tenant vacates, Agent/Landlord reserves right to have Premises treated as necessary to eliminate the pests at Tenant expense.
 - C. Have the gutters professionally cleaned (if applicable) and provide a paid receipt.
 - D. Tenant(s) must provide a paid receipt at move-out from a professional chimney sweep

evidencing an inspection/cleaning has been done.

- E. Eliminate any other household pests, including but not limited to fleas, ticks, roaches, bed bugs, stink bugs, silverfish, ants, crickets and rodents.
- F. Provide evidence from the fuel/gas company that the appropriate tank(s) have been refilled, if applicable.
- G. Insure that the Premises are thoroughly cleaned, including having hardwood floors cleaned. Where appropriate, have grass and shrubs properly trimmed and the beds weeded and leaves removed throughout yard.
- H. In a dispute regarding cleanliness to the inside and outside, Agent/Landlord's decision will prevail.
- I. Return all keys, any remotes and garage door openers, fobs, pool passes, parking stickers or permits, documents including operating manuals, any personal belongings of the Landlord as provided and leave a forwarding address. Failure to return all keys at the time of the final inspection or by 12:00 P.M. of the last day of the lease may result in the locks being re-keyed at the Tenant's expense.
- J. If the property is not totally vacant and ready for inspection and all keys and receipts relinquished and carpet completely dry, Tenant will be assessed \$250 fee for rescheduling the inspection. Additionally, there will be a \$50 administrative fee for each service that Agent is required to initiate. (i.e., carpets not cleaned, Agent will arrange cleaning and in addition to the cleaning charge, a \$50 fee will be assessed).

Peabody Residential is the managing agent for this property.

This Addendum shall not alter, modify or change in any other respect the Lease, and except as modified herein, all of the terms and provision of the Lease are expressly ratified and confirmed and shall remain in full force and effect. . If any terms or provisions in this Addendum conflict with or are inconsistent with the VRLTA, then the VRLTA shall govern.

SIGNATURES:

LANDLORD:

_____/_____
Date: Signature:

_____/_____
Date: Signature:

_____/_____
Date: Signature:

_____/_____
Date: Signature:

TENANT:

_____/_____
Date: Signature:

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Date: Signature:

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Date: Signature:

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Date: Signature: