



RESIDENTIAL LEASE AGREEMENT MICHIGAN

Welcome to _____, a Beacon Management apartment community. We are committed to doing our best to provide a quality living environment and have you take pride in your new home. We provide welcome packages to introduce you to area services; social activities to help you get acquainted with your neighbors and regular newsletters to keep you in touch with community activities and other community matters. You will be treated fairly, honestly and courteously by a team of caring and qualified people.

This Residential Lease Agreement (“Lease”) is a contract, which sets forth your rights and obligations as a resident of the community and our rights and obligations as the manager of the community.

Manager

Name: Beacon Management
Address: 321 Second Street
Attn: Michigan Portfolio
City: Lakewood St: NJ Zip: 08701
Telephone: (800) 930-3191

Resident Names

Name:
Name:
Name:
Name:
Name:
Name:

The words “we”, “us” and “our” in this lease mean the Manager.

The words “you” and “yours” in this Lease mean all of the Residents listed above, and also include any occupants listed in paragraph 3 below.

We agree to rent to you, and you agree to rent from us the apartment known as:

Community Name:
Apartment Address:

City:

State:

Zip:

The word “Community” in this Lease means the entire apartment complex. The word “Apartment” means your apartment identified above. The addresses set forth above for us and for you are the addresses where notices are to be sent under this Lease.

Lease Terms:

From:
Lease Start Date

To:
Lease End Date

(unless earlier terminated pursuant to this Lease)

Lease Type:

Standard

Monthly Rent:

Rent

Net Rent
(Monthly Rent Due)
Pro-rated Rent

From: To:

Deposits (Refundable)
Security Deposit

Other Charges (Non-refundable)
Application Fee

Agreed and Understood:

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

Resident Initial: _____ Date: _____

1. Part A of this Lease sets forth our obligations as Manager:

1. Utilities and Amenities: We will provide and pay for the following in the Apartment:

- | | | | |
|--------------------------------|--------------------------------------|--------------------------------------|--------------------------------|
| <input type="checkbox"/> Heat | <input type="checkbox"/> Hot Water | <input type="checkbox"/> Electricity | <input type="checkbox"/> Water |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Cooking Gas | <input type="checkbox"/> Basic Cable | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | | |

2. **Return of Security Deposit:** Your security deposit will be returned to you after your Lease has ended and if you have met the following conditions:
 - a. You have vacated your Apartment;
 - b. You have paid the rent and other charges due under the Lease;
 - c. You have given us proper notice of your leaving;
 - d. You have removed all of your personal property and have left the Apartment in good and clean order, except for ordinary wear and tear.

If we retain some or all of your security deposit, we will notify you at the forwarding address you provide of the reason we withheld part or all of your security deposit. We will send you notice and/or return your security deposit within the time set forth in the State Law Provisions attached to this Lease.

3. **Entering the Apartment.** We may enter your Apartment in order to make repairs or inspect or to show the Apartment to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workmen or contractors. We do respect your privacy and will attempt to notify you before entering your Apartment, except in cases or emergency. We may enter the Apartment at any time without your consent, at our sole discretion, in case or emergency. You acknowledge that in some cases we will need to enter your Apartment to handle an emergency or make ordinary repairs to another apartment or part of the building in which the Apartment is located. If you contact us to request a repair, then we are not required to notify you of our responding service call.
4. **Repairs.** We will promptly respond to your maintenance requests and will correct any routine maintenance items within twenty-four (24) hours or on the next business day. However, our responsibility to make repairs is limited as described in Part C, Section 9 below.
5. **Insurance.** We will insure the Community in accordance with reasonable commercial practices.

Please note that we do not insure your personal property, and you must obtain renter’s insurance in order to have coverage for your personal property. Note also that our insurance will not cover your time and inconvenience in the event of damage or destruction to the Apartment or the Community.

Agreed and Understood:

Resident Initial:_____	Date:_____	Resident Initial:_____	Date:_____
Resident Initial:_____	Date:_____	Resident Initial:_____	Date:_____
Resident Initial:_____	Date:_____	Resident Initial:_____	Date:_____

6. Delivery of Possession. We will deliver the Apartment to you as of the beginning date of the term. If the Apartment is not ready for you to move in as of that date, you may terminate this lease. Alternatively, if you wish to wait until the apartment is ready, you will not have to pay rent until we notify you that the Apartment is ready. When we notify you that the Apartment is ready, your obligation to pay rent shall begin.
7. **Condition of Apartment and Community.** The Apartment will be clean and habitable and prepared to your satisfaction when you move in. Subject to your obligations set forth in Part B, Section 6, we will maintain the Apartment in habitable condition during the term of the Lease. We will maintain common areas and parking areas within the Community.

2. Part B of this Lease sets forth your obligations as Resident:

1. **Rent.** You agree to pay us rent in the amount set forth above (on page 2). Rent must be paid in monthly installments on the _____ day of each month. Rent must be paid in full and no amount may be subtracted from it.

All rent and security deposit payments must be made by check or money order. Rent must be paid at our address set forth on the first page of this Lease, or at such other place as we may notify you in writing.

Any sum you are required to pay us under this Lease in addition to monthly rent shall be additional rent.

Late Fees. If you fail to pay the rent in full before the end of the 5th day of the month, you will pay us, as additional rent, a late fee of _____ after the 5th of the month and an additional _____ if you pay after the _____ of the month. The late fee is due on the _____ of the month and any additional late fee is due on the _____ of the month.

We do not waive the right to require payment of rent in full on the date it is due.

Returned Checks. You will pay us, as additional rent, a fee of _____ for all returned checks. If your rent check is returned, you will pay the rent and the applicable late fees and charges by money order or certified check. If your rent check is returned more than _____ times in any _____ month period, we may require that you pay all rent and other charges by money order or certified check.

Habitual Late Payment of Rent. You acknowledge that your habitual late payment of rent is a material default under this Lease, even if you eventually pay the rent. We are entitled to terminate the Lease for your failure to pay rent on time on more than _____ occasions within any _____ month period.

2. **Security Deposit.** You have deposited with us the amount set forth above (on page 2) as a security deposit. Your security deposit will be held in an account in _____.

Interest on your security deposit, if any, will be paid in accordance with our policy and applicable state law, as set forth in the State Law Provisions attached to this Lease.

Payment of interest on your security deposit may be modified in accordance with changes to state laws, and we will notify you of any such changes.

You may not elect to use the security deposit as payment for any rent that you owe under the Lease.

3. **Use.** You will use the Apartment only for dwelling purposes. You represent to use that the following persons (and no others) will occupy the Apartment:

You must advise us immediately in writing of any change in the occupants. Subletting the Apartment requires our consent as described in Part B, Paragraph 4 below.

4. **Assignment and Sublet.** You will not assign (i.e. transfer) this lease or sublet the Apartment without our written consent. If you assign the Lease or sublet the Apartment, you will not be relieved from your obligations (including paying rent) under this Lease. Check with your Community regarding conditions and fees, which apply when you ask us to consent to an assignment or sublease.
5. **Utilities.** You are responsible for paying for all utilities except those that are checked in Part A, Section 1. You are responsible for setting up all accounts in your name prior to move in and terminating all accounts prior to move out. You will be charged for your utility usage either directly by the utility or by us or our agent. All utility charges charged to you by us or our agent are considered additional rent. Submetering or ratio utility billing systems will only be used where they are not prohibited by law.

You will pay all utility bills incurred during the term of the Lease by the stated due date, including any deposits, fees and increases as billed by the utility provider, (or by us or our agent in the case of utilities billed to you by us or our agent). If you fail to pay any utility bills charged to you by the utility company and we are held responsible for payment, you will pay as additional rent (collectible as rent) the amount of the utility bills, together with any applicable service charges or penalties. Furthermore, if you fail to pay any utility bill, we may pay the same on your behalf by deducting the amount of the unpaid bill from your security deposit, which you will be required to immediately replenish when billed and the same shall be considered as additional rent (collectible as rent). Your failure to make payment for utilities in a timely manner is a substantial and material breach of the Lease.

We may modify the method by which utilities are provided or billed to you (such as installing a submeter or adjusting the billing formula) on sixty (60) days prior written notice to you.

Beacon Management shall not be liable for any loss or damage resulting from outages, interruptions, or fluctuations in utilities provided to you except as provided by law.

6. **Maintenance, Repairs and Alterations.** You will keep the Apartment and equipment and appliances in clean, orderly and safe condition. You will not do or permit to be done

any repairs, alterations, additions, improvements, painting, decorating or wallpapering in the Apartment or in the Community without our prior written consent. If you make any alterations or additions without our consent, we can require you, at your cost, to remove the alterations or additions and return the Apartment to its condition prior to the alterations or additions. If you make any alterations or additions with our consent, those installations will become our property. If you or your family, guests, visitors or pets damage the Apartment or the Community, you will pay us upon demand the cost of such repairs as additional rent.

7. **Compliance with Laws.** You will comply with all laws and regulations concerning the Apartment and the Community. You will also require your family, guests or visitors to comply with any laws or regulations in the Apartment or the Community. You will pay us as additional rent the amount of any fines or penalties we are required to pay because you or your family, guests, visitors or pets violate any law or regulation affecting the Apartment or the Community.
8. **Compliance with Rules and Regulations.** You agree to comply with the Community Rules and Regulations, which are attached to this Lease. We may, upon thirty (30) days' notice to residents of the Community, modify the rules, add new rules or delete rules. The Community Rules and Regulations are made a part of this Lease and a breach of any Community Rule or Regulation will be a default under this Lease.
9. **Peaceful Enjoyment.** You will conduct yourself and require your family, guests and anyone you invite into the Community to act in a manner that will not disturb your neighbors' peaceful enjoyment, the Community staff or the operation of the Community. You agree not to make loud noises, disturbances, nuisance or do anything else which interferes with or disturbs the rights, comfort or convenience of other residents or which interferes with or disturbs the Community staff. We are entitled to determine in our sole judgment whether you have violated this section.
10. **Renter's Insurance.** You are urged to carry renter's insurance on your personal Property, as we cannot and do not insure your personal property against loss.
11. **Pets.** Pets are not allowed in your Apartment or on the Community grounds without our written approval. Having an unauthorized pet in the Apartment or on the Community grounds is a substantial default under this Lease, except for guide dogs or other assistance animals for disabled residents.

If we have given permission for you to have a pet in the Apartment, see the Pet Agreement attached to this Lease for our permission and the terms and conditions that apply.

3. Part C of this Lease sets forth other provisions and other obligations of yours and ours.

1. **Damage to Apartment or Community.** If the Apartment is so damaged by fire, storm or other casualty that it is uninhabitable, then this Lease shall end as of the date of the casualty and rent shall be paid up to the date you vacate the Apartment. However, if the Apartment is damaged by casualty but remains habitable, then this Lease shall continue,

but your rent shall be reduced in proportion to those rooms within the Apartment which are not habitable until the Apartment has been repaired. Decks or balconies and other nonessential elements of the Apartment shall not be counted in determining the habitable parts of the Apartment.

If any part of the Community is damaged by casualty, even if the Apartment is not damaged, we have the right upon thirty (30) days' notice to you to end this Lease. The Lease will end as of the date specified in our notice to you and you will vacate the Apartment on or before that date.

If the Apartment or any part of the Community is damaged or destroyed by fire or other casualty resulting from any negligent act by you or any of your family, guests or visitors, you are liable to us for the costs of any such damage and you shall upon demand pay us such costs as additional rent.

2. **Condemnation.** If any part of the Community is condemned by a governmental authority, we have the right upon thirty (30) days' notice to you to terminate this Lease. The Lease will terminate as of the date specified in our notice to you and you will vacate the Apartment on or before that date. You will not be entitled to any payment from the government because of such condemnation except for moving expenses, if applicable.
3. **Notice to Vacate at End of Lease Term.** You must give us at least days written notice of your intention to vacate the Apartment at the end of the term. If you fail to give this notice, you will be held liable for rent for the period for which you failed to give us notice. Please note that you are not permitted based on this section to give us notice that you will leave prior to the end date of this Lease (on page 2).
4. **End of Lease Term.** You shall vacate the Apartment at the end of the term of the Lease. You must remove all items of personal property and leave the Apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order, except for ordinary wear and tear, may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the Apartment shall become our property and we may dispose of that property at your cost, as permitted by law.
5. **Failure to Vacate at End of Lease Term.** In the event you do not vacate the Apartment at the end of the term, we may use legal process to remove you. Or, if we accept rent for any period after the end of the Lease term, then you shall be deemed a holdover Resident and your tenancy shall be month-to-month, with monthly rent at plus an additional monthly fee of .

Either you or we can terminate the month-to-month lease as of the last day of any calendar month by giving one calendar month's written notice to the other party.

6. **Default.** You will be in default under this Lease if you do any of the following:
 - a) You fail to pay rent or additional rent on time; or
 - b) You assign this Lease or sublet the Apartment without our written consent; or

- c) You violate any term of this Lease or the Rules and Regulations or you fail to do the things you agree to do under this Lease; or
- d) You or your family, guests or visitors engage in illegal, improper or objectionable conduct.

Consequences of Default. If you are in default under this Lease, we may terminate this Lease by giving written notice to you in accordance with local law. The Lease will end on the date given in our notice to you. On or before that date you must leave the Apartment and give us the keys. However, you remain responsible for all rent, additional rent and other charges.

If your Lease is terminated or you fail to pay rent or additional rent on time, we may turn you over to a collection agency and/or we may bring legal action against you to recover possession of the Apartment and any money you owe us.

Consequences of Early Termination of Lease. Please check the State law Provisions attached to this Lease and with your Community office for any special policies or laws, which may allow you to terminate your Lease early.

If the Lease is ended or you vacate the Apartment before the end of your Lease term, rent and additional rent for the remainder of the Lease term will become immediately due and payable. If we re-rent the Apartment to a new resident before your Lease term has ended, any rent we receive will be applied as a credit to the money you owe us. You will be responsible for a turnover fee to reimburse us for the costs of making the Apartment ready for a new resident at an earlier date than we planned, including but not limited to, repainting, repairing and advertising costs.

- 7. **Legal Expenses.** If permitted by law, you will reimburse us for all of our court costs and reasonable attorneys' fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with any of your obligations under this Lease). Such costs and fees will be additional rent.
- 8. **Notice.** If you wish to give us notice, you must do so in writing and by personal delivery or certified or registered mail, return receipt requested, at the Community address listed on the first page of this Lease or at such other address as we may, from time to time, designate.

If we wish to give you notice, we, (or our agent or attorney) may do so by delivering the notice to your Apartment or by mailing the notice to you at your Apartment. If more than one person is listed as Resident, one notice will be sufficient for all Residents.

- 9. **Limited Liability.** We are not liable for any loss, expense or damage to you, your family, friends or invitees for any personal injury or property damage, unless such damage or injury resulted from our negligence or the negligence of our employees, contractors or agents. Our failure to make repairs or to make repairs on time or to otherwise perform as required by this Lease is excused in all circumstances when caused by natural disaster, labor disturbance or other events beyond our control.

10. Miscellaneous.

a) You represent that all statements you made on your application and in this Lease are true and correct. You will be in default under this Lease if any statement you made is or becomes untrue.

b) If more than one of you signs this Lease, then each of you agrees to be jointly and severally liable for your obligations under this Lease. This means that we can collect the full amount of rent owed from any one of you.

c) Our failure to enforce any provision of this Lease shall not prevent us from enforcing such provision at a later time.

d) This Lease may be changed only by a written agreement signed by both parties, except the Community Rules and Regulations (attached to this Lease) which may be modified by us as described therein.

e) This Lease is binding on you and us and our respective successors, assigns, heirs, executors, administrators and personal representatives.

f) If any provision of this Lease is unenforceable, the rest of the Lease will be unaffected.

g) This Lease is and shall be subject and subordinate to all ground and underlying leases and to all mortgages, which may now or later affect such leases or the Community and to all renewals, modifications, consolidations, replacements and extensions of any leases or mortgages.

h) We are the property manager and agent for the Owner. The Owner address is:

321 Second Street
Lakewood, NJ 08701

11. **Attachments.** The schedules, addenda or agreements marked with an "X" are attached hereto and are made part of this Lease:

State Law Provisions

Pet Rules & Regulations

Community Rules & Regulations

Parking Agreement

Recreational Facilities Waiver

Storage Agreement

Lead Based Paint Disclosure

Furnished Apartment Agreement

Pet Agreement

Clothes Care Smart Card

Consent to use Photo/Video for advertising

Co-Signer Guaranty (Individual or Business)

Resident Consent for Release of Personal Property and Deposits

You (Resident)

Resident Name Date

Resident Name Date

Resident Name Date

Resident Name Date

Resident Name Date

Resident Name Date

**Beacon Management
(Manager, as Agent for Owner)**

Date

STATE LAW PROVISIONS MICHIGAN

1. Interest on Security Deposit.

Michigan law does not require us to pay interest on your security deposit.

2. Return of Security Deposit.

If we withhold some or all of your security deposit, we will notify you within thirty (30) days after you move out, and we will include an itemized list of damages and the estimated costs of repair. Your security deposit, or the balance remaining after allowed deductions, will be returned to you within thirty (30) days after you move out. As required by Michigan law (MCLA 554.609), our notice to you will advise you that:

NOTICE: You must respond to this notice by mail within seven (7) days after receipt, otherwise you will forfeit the amount claimed for damages.

3. Truth in Renting Act Notice.

The following notice is required by Michigan law (MCLA 554.634).

NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision in this agreement, you may want to seek assistance from a lawyer or other qualified person.

4. Termination by Seniors.

In accordance with Michigan law (MCLA 554.601a), if you have occupied your Apartment for more than thirteen (13) months, you may terminate your Lease by sixty (60) days written notice to us if one of the following occurs: (a) You become eligible during the Lease term to take possession of a subsidized rental unit in senior citizen housing and you provide us with written proof of your eligibility; (b) You become incapable during the Lease term of living independently, as certified by a physician in a notarized statement.

5. Forwarding Address for Return of Security Deposit.

The following notice is required by Michigan law (MCLA ST 554.603):

NOTICE: You must notify us in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise we will be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

6. Inventory Checklist.

We are required by Michigan law (MCLA 554.608) to use inventory checklists both at the beginning and end of your Lease term which detail the condition of the Apartment for which a security deposit is required. You need to complete the inventory checklist we provide when you move in. The inventory checklist will contain the following statement.

NOTICE: You should complete the checklist, noting the condition of the Apartment, and return it to us within seven (7) days after you move in. You are also entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior Residents.

7. Changes in Rule and Regulations.

In accordance with Michigan Law (MCLA 544.633), we will not change any Community Rules and Regulations without your written consent, except after 30 days' notice and in one of the following circumstances: (i) changes required by federal, state or local law or rule or regulation; (ii) changes in rules related to the property that are required to protect the physical health, safety or peaceful enjoyment of tenants and guests; or (iii) changes in the amount of rental payments to cover additional costs in operating the rental premises incurred by us because of increases in property taxes, charges for electricity, heating fuel, water, or sanitary sewer services consumed at the property, or increases in premiums paid for liability, fire, or worker compensation insurance.



[COMMUNITY NAME]

COMMUNITY RULES AND REGULATIONS

We may rescind or change any of these rules or adopt new rules and after thirty (30) days notice of any new rules to residents, such new rules shall have the same force and effect as if originally made part of this Lease.

Use of Apartments and Common Areas

For the protection and safety of all Residents and their families, guests and invitees, the following rules apply to apartments and common areas:

1. Common areas, sidewalks, entrances, lobbies, hallways, elevators or stairways of the Community will not be used for any purpose other than entry and exit. Furniture, equipment or personal articles will not be placed or stored in any common areas, permanently or temporarily. We may remove any such items at any time, at your expense, including any storage costs.
2. All equipment located in the Apartment or in the Community will be used in a reasonable and careful manner. Equipment includes such things as toilets, sinks, electrical, plumbing, heating, ventilating, air conditioning, building access system, elevators, appliances or other facilities. If you or your family, guests or visitors use any equipment in a manner, which causes damage to the equipment, you shall be responsible for the costs of repairing or replacing it.
3. Satellite dishes one meter or less in size are permitted upon your signing a Lease Addendum – Satellite Antenna and Dishes.
4. Holes will not be drilled in the Apartment without our prior written consent, nor will any nails, hooks or screws be used on any floors, doors, windows, tub, shower, appliances or fixtures in the Apartment.
5. Nothing will be fastened to the floors, doors, windows, walls, appliances or fixtures in the Apartment or the exterior walls or porches of the buildings.
6. The balcony or terrace of the Apartment will not be altered, nor will the balcony or terrace be used for storage of personal property.

7. No towels, rags, rugs, laundry or other items will be hung from any balcony or terrace, nor will anything be thrown or dropped from the windows, balcony or terrace.
8. Nothing will be brought into the Apartment or Community, which increases the risk of fire or liability. Things which would cause an increased risk of fire include flammable oils, fluids, propane, benzene, gasoline, kerosene or other hazardous materials.
9. Cooking or barbecuing is not allowed on a porch, patio or balcony or within 15 feet of any building, except as expressly permitted by your Community.
10. No sign, advertisement or notice visible to the outside will be placed on the outside or inside of any apartment or building in the Community.
11. Locks on the doors leading to the Apartment may not be added or changed without our consent. We will have a key to every lock at all times and every lock will be compatible with the master key system for the building.
12. Items which weigh more than we determine is reasonable for the floor loading of the Apartment are not permitted. You must check with us before bringing heavy items (i.e., waterbeds, safes, etc.) into the Apartment and other requirements may apply.

Actions of Residents

So that all Residents of the Community may peacefully enjoy their Apartments and to improve the quality of life for everyone, the following rules apply:

1. Pets are not allowed in the Apartment without our prior written consent. If the Community allows pets and we have permitted you to have a pet, please refer to your Lease Addendum for the provisions applicable to pets.
2. All residents will conduct themselves and require their family, guests and anyone they invite into the Community to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment or Community staff or constitute a nuisance. Noise or odors or any other action or condition which causes unreasonable disturbance to other residents or Community staff or interferes with the rights, comforts or convenience of other residents or Community staff are not permitted.
3. You are responsible for the conduct of your family, friends, guests and anyone whom you invite into the Community. Acts of family, friends, guests and invitees in violation of this Lease may be deemed a default by you under this Lease.
4. We will make reasonable efforts as the law permits us to stop neighbors from disturbing your peace, but we cannot be responsible for controlling the actions of other residents or their families or guests or of uninvited persons. If you are seriously disturbed by activities at your neighbor's apartment, please call the police.
5. Trash will be disposed of in designated places and not in halls, stairways, balconies or laundry rooms.

Motor Vehicles

For the safety of all residents the following motor vehicle rules apply:

1. The parking and traffic regulations posted on any private streets, roads or drives must be obeyed.
2. Parking areas will be used only to park motor vehicles and for loading or unloading of motor vehicles.
3. All ordinances regarding fire lanes will be obeyed. Any vehicle parked in a fire lane, no parking area or blocking a fire hydrant, refuse container, another vehicle, sidewalk, lawn or otherwise illegally or improperly parked may be towed by us without notice at the vehicle owner's expense. Neither we nor our management agent, employees or contractors shall have any liability for any damage or theft of vehicles in connection with the removal of a vehicle.
4. Oversized vehicles, commercial vehicles, recreational vehicles, boats or trailers or other oversized vehicles may not be parked in the Community without our consent.
5. We may remove any vehicle at the owner's expense if it reasonably appears to us that the vehicle is abandoned, inoperable, does not display an inspection sticker and/or license plates, or the inspection and/or registration is expired.
6. Repairs to vehicles are prohibited on the Community, except emergency repairs.
7. Vehicles may be washed only in designated areas. If there is no designated area, then washing vehicles is not allowed.

Recreational Facilities

For the safety of all residents the following Recreational Facilities rules apply:

1. If the Community has a pool, you may use the pool but you must pay any required fees, you must use reasonable caution and for your safety you must obey all pool rules and regulations.
2. Games, sports and other recreational activities are permitted only in designated areas. All rules and regulations must be obeyed including the days and hours that recreational facilities may be used.
3. We may at any time discontinue any recreational services or close down facilities either temporarily or permanently. You understand that our providing recreational facilities is not a condition of your Lease.

I/WE UNDERSTAND AND AGREE TO COMPLY WITH THE ABOVE RULES AND REGULATIONS.

Date

Date

Date

Date

Date

Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
Pursuant to 24 CFR Part 35**

Landlord: _____

Property: _____

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known leadbased paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

LEAD WARNING CERTIFICATION AND ACKNOWLEDGMENT

Landlord's Disclosure (initial a and b below):

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

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

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

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

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

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

Resident's Acknowledgment (initial c and d below):

_____ (c) Resident has received copies of all information listed above.

_____ (d) Resident has received the pamphlet *Protect Your Family From Lead in Your Home*.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by each of them individually (but not as to the statements of any other party) is true and accurate.

Date

Date

Date

Date

Date

Date

Manager, as Agent for Owner

Date



CONSENT TO USE PHOTO/VIDEO FOR ADVERTISING

I hereby consent to the use by Beacon Management., its affiliates, subsidiaries, officers, agents and employees (collectively, "Beacon Management") of any photographs and/or video in which I appear, my name and my words, whether reproduced in written, video or other form, for Home Properties' advertising purposes and I hereby release Beacon Management from all liability in connection with such use.

Date

Date

Date

Date

Date

Date

CO-SIGNER'S GUARANTY

Resident: _____

Apartment No.: _____

Lease Date: _____

1. Reason for Co-Signer's Guaranty. I know that Home Properties would not rent the Apartment to the Resident unless I co-sign for and guarantee Resident's performance. I have also requested Home Properties to enter into the Lease with the Resident. I have a substantial interest in making sure that Home Properties rents the Apartment to the Resident.
2. Co-Signer's Guaranty. The following is my guaranty as co-signer: I guaranty the full performance of the Lease by the Resident. This Co-Signer's Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
3. Changes in Lease have no effect. This Co-Signer's Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Co-Signer's Guaranty will bind me even if I am not a party to these changes.
4. Waiver of Notice. I do not have to be informed about any default by Resident. I waive notice of nonpayment or other default.
5. Performance. If the Resident defaults, Home Properties may require me to perform without first demanding that the Resident perform.
6. Changes. This Co-Signer's Guaranty can be changed only by written agreement signed by all parties to the Lease and this Co-Signer's Guaranty.
7. Resident. The word "Resident" in this Co-Signer's Guaranty shall include all persons who are Residents under the Lease.

Print Name of Co-Signer/Guarantor

Signature

Address of Co-Signer/Guarantor

State of _____)

)ss.:

County of _____)

On the ___ day of _____ in the year 200__ before me, the undersigned, a Notary Public in and for

said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public