HARPER COVE FLATS ADMISSIONS REQUIREMENTS (Work Force and Market Units)

Rental applications must be processed simultaneously on all prospective leaseholders 18 years of age and older. A NON-REFUNDABLE Application Fee must be paid for each applicant 18 years of age and older (Application fee: $30 first adult; $15 each additional adult).

ADMISSION CRITERIA
All applications for residency will be evaluated using the following criteria:

1. Income must equal or exceed two and one half (2.5) times the monthly rental amount. Income verification must be provided prior to final approval. Two months of pay records are required;

2. Favorable and verifiable rental history;

3. No unlawful detainers filed in the last three (3) years. Any unlawful detainer filed prior to the application must be satisfied in full with proof thereof. Any mitigating factors will be evaluated as presented;

4. Credit History – must demonstrate a willingness to meet obligations as they become due.

- Judgments, liens, or any outstanding amount payable to KP Management or an affiliated property or utility company must be satisfied or proof of payment plan provided.

5. Criminal History – Occupant(s) with an unacceptable background report will not be allowed to occupy an apartment. See background screening criteria online.

WE WILL SCREEN OUR APPLICANTS USING THE SERVICES OF:

- CONTEMPORAY INFORMATION CORPORATION (CIC)
  42913 Capital Drive, Unit 101
  Lancaster, CA 93535

6. Must show proof of identification (i.e. State issued Identification card), a valid Social Security Card, Birth certificate, and/or proof of citizenship status for all household members;

OCCUPANCY

- Maximum number of persons per apartment: 2 persons per bedroom plus 1.
- Example: In general, maximum number of persons per apartment is 2 persons per bedroom plus 1. This may vary based on the size and configuration of your rental unit. In the event of a change in household/family status impacting the number of occupants, residents will have until the expiration of the lease term to transfer to the appropriate apartment to comply with occupancy limits.

HOLDING DEPOSIT REQUIREMENTS

- A Holding Deposit equal to one month's rent is required to be paid at the time the Offer to Rent is made.
- The Holding Deposit of equal to one month's rent will be refunded if the result of the application is "Pass with Conditions" or "Fail", or if the applicant cancels or withdraws within three calendar days of notification of application results. **IF THE APPLICATION IS NOT CANCELLED OR WITHDRAWN WITHIN THREE CALENDAR DAYS THE HOLDING DEPOSIT WILL BE WITHHELD AND THE APARTMENT MAY BE OFFERED TO ANY INTERESTED PARTY. Refunds shall be made in accordance with the requirements of the law.**
- Upon execution of a lease, the Holding Deposit will be applied towards the applicant's security deposit or move in costs.

OCCUPANT ONLY

- All persons 18 years of age and older who wish to be listed as an occupant only will have a criminal search processed at their expense. Occupant(s) with a failed criminal search recommendation will not be allowed to occupy the apartment.

DECLINED APPLICATIONS (if any of the following apply, the application may be declined);

- Unable to provide a valid government issued photo ID.
- Falsification of the Application.
- Anyone with an outstanding unpaid rental and/or utility collection debt.
- If the bank returns the application fee or holding deposit check.
- Anyone having an unsatisfied monetary judgment currently pending against them.
- A Non-U.S. citizen who does not provide the required USCIS documents.
- Bankruptcy filing that has not been dismissed or discharged.
- Requirement to register as a sex-offender.
- Criminal Record - Criminal convictions, depending upon the nature and severity of the offense and the time that has passed since the conviction occurred. Such offenses may include, for example: sexual assault; domestic violence; discharging a firearm; gang participation; drug manufacturing; animal abuse; burglary; vandalism; arson; assault; disorderly conduct; stalking; etc. An application also may be denied if the information available regarding a conviction is insufficient to allow proper classification.

SCORING OF YOUR CONSUMER CREDIT REPORT

- This community uses an independent credit reporting agency, CIC to obtain and evaluate your consumer credit report. Your consumer credit report contains information about you and your credit experiences, including but not limited to such items as your bill-payment history, the number and type of accounts that you have had late payments, collection actions, outstanding debt, and the age of your accounts. CIC may also obtain, review and evaluate other relevant criteria about you, including but not limited to information regarding any judgment in an unlawful detainer action that was previously entered against you. Based on its evaluation of your consumer credit report and any other relevant criteria CIC sends a recommendation regarding your application. Based upon the CIC recommendation, your application will either "pass", "pass with conditions" which will require that an additional security deposit be paid; or "fail". If CIC makes a recommendation of "fail" or "pass with conditions", you will be given the name, address and telephone number of CIC and of the consumer reporting agencies that provided your consumer information to CIC, as well as other information required by law. Please refer to the Online Application Terms and Conditions for your specific rights under federal law with respect to your consumer credit report.

Harper Cove Flats
3110 Hospital Lane
Nashville, Tennessee 37218
Telephone (615) 780-7073

LEASE AGREEMENT

PARTIES ENTERED INTO at Harper Cove Flats, Nashville, Tennessee, this ___day of _____, 20__, between KP Management as agent for the Owner of Harper Cove Flats LESSOR, and _____RESIDENT (S).

PREMISES LESSOR leases to RESIDENT Apartment Number _____ Building _____ of Harper Cove Flats, _____(street), Nashville (city), Tennessee, to be used by RESIDENT as an apartment dwelling and for no other purpose, for the term of 12 months beginning on the ____ day of _____, 20__, and ending at 12:00 noon, on the ___ day of _____, 20__.

RENT IN CONSIDERATION of said Lease, RESIDENT agrees to pay rent of _____ DOLLARS ($_____.00) to the LESSOR, in equal payments of _____ DOLLARS ($_____.00) in advance each month. The first monthly installment in the amount of _____ DOLLARS and zero cents ($ 00.00) is due on the ___ day of _____, 20__. The second payment in the amount of _____ DOLLARS and zero cents ($ 00.00) is due on the first day of _____, 20__. The remaining payments are to be paid consecutively on the first day of each month at the Manager's Office, or at such place as LESSOR may direct. All demands, or any notices, are waived as to payment of rent or the performance of any condition of the Lease. NOTICE OF TERMINATION OF TENANCY FOR NON-PAYMENT OF RENT IS HEREBY SPECIFICALLY WAIVED. Management reserves the right to specify the manner in which rental payments will be received. DUE TO THE RISK INVOLVED, CASH WILL NOT BE ACCEPTED AS PAYMENT OF RENT. Partial payments will not be accepted.

It is further agreed that LESSOR may require multiple residents under the same Lease to pay rent with only one (1) check. Multiple checks from co-residents may, at LESSOR'S discretion, not be accepted.

LATE PENALTY AND RETURNED CHECK CHARGES RESIDENT agrees that a late penalty of TEN PERCENT (10%) of the amount of rent past due will be added to the monthly installment if payment is not RECEIVED by LESSOR before the close of business on the 5th day of each month. PERSONAL CHECKS WILL NOT BE ACCEPTED AS PAYMENT OF RENT WHEN PAYMENT IS PAST DUE. RESIDENT further agrees and understands that this late penalty will be subtracted first from any monies received after the 5th. Remaining funds, after the subtraction of the late penalty, will be applied toward rent owed. RESIDENT further agrees to pay the LESSOR a returned check charge in the maximum legal amount for each check returned by RESIDENT'S bank for any reason whatsoever. Said late penalty and check charges shall become part of the rent due and payable under the terms and conditions of this lease. Upon return or dishonor of any check tendered as payment of rent, late charges will be assessed as if no rental payment was attempted.

RESIDENT'S ACKNOWLEDGMENT _____ _____ _____
_____ _____ _____

NO WAIVER BY LESSOR If this lease is breached by nonpayment of rent or otherwise, LESSOR may accept said rent due or any part of the same with reservation or without knowledge of RESIDENT'S default and in so doing, LESSOR does not condone such default by acceptance, does not waive any right arising from said breach, and is not stopped from terminating tenancy as to that breach. Receipt by LESSOR or LESSOR'S representative of any rent in arrears after institution of suit for possession or cancellation of tenancy will not be considered as waiver of any rights of LESSOR.

DEPOSIT RESIDENT hereby deposits in the amount of _____ DOLLARS ($ 00.00). Said deposit is to be used by LESSOR to apply toward payment for any damages to the apartment beyond ordinary wear and tear, and damages resulting from non- performance of any conditions of this agreement by RESIDENT. Said deposit is to be forfeited to the LESSOR if RESIDENT vacates the premises prior to the end of the lease term. Said deposit is located at Bank.

BUILDING AND FACILITIES FEE KP Management reserves the right to charge a monthly Building and Facilities Fee. The Building and Facilities fee will not be more than TEN DOLLARS ($10.00) per month. Resident hereby agrees to pay to LESSOR TEN DOLLARS ($10.00) per month. This Building and Facilities Fee is to be paid in full each month in addition to your monthly rent payment. The Building and Facilities Fee is used to help protect Harper Cove Flats assets, including real, improved and personal property owned by Harper Cove Flats against certain damages or liability caused by a resident. This fee protects Harper Cove Flats from substantial damages to its own property. If you have any questions about the Building and Facilities Fee, please contact the Property Manager.

RESIDENT'S ACKNOWLEDGMENT _____ _____ _____
_____ _____ _____

APARTMENT DAMAGE IN FURTHER CONSIDERATION of said Lease, RESIDENT agrees to pay LESSOR for any and all damages to the apartment or to the premises, including but not limited to damage to exterior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, cabinets, shrubbery, lawn, heating or air conditioning apparatus, stove, refrigerator, water heater, electric lights and any fixtures, appliances, or appurtenances of the apartment or of the premises (including entire apartment complex). The LESSOR may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date when periodic rent is due, or if the rental agreement has terminated, for immediate payment. RESIDENT is responsible for damage caused by act or neglect of RESIDENT, RESIDENT'S spouse, members of RESIDENT'S family, guests, invitees, licensees, employees, or agents of RESIDENT. RESIDENT'S failure to attend a move-out inspection at the mutually agreed date and time shall be a waiver of the RESIDENT'S right to contest any damages found by the LESSOR.

Resident's Initials: _____

This Lease is made upon and subject to the following terms and conditions:

APPLICATION

1. RESIDENT'S Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by RESIDENT and later discovered by the LESSOR may VOID said Lease Agreement, at option of LESSOR.

USE OF PREMISES

2. RESIDENT shall maintain the leased premises in such condition and repair as accepted at the commencement of this Lease, and shall on its termination surrender the premises in the same condition and repair, ordinary wear and tear or unavoidable casualty excepted. RESIDENT shall not make any alterations, additions or improvements in the premises without the written consent of LESSOR, and if any such are made they shall be forfeited to the LESSOR upon termination unless otherwise agreed in writing.

USE OF PUBLIC AREAS

3. Public spaces will be used in compliance with the Rules and Regulations adopted by LESSOR. RESIDENT agrees that RESIDENT, RESIDENT'S family and guests will comply with all such Rules and Regulations. Use of the public areas by any person shall be wholly at the risk of the person using them. RESIDENT shall hold LESSOR harmless from claims arising out of use of the public areas by RESIDENT, RESIDENT'S family or guests.

LESSOR reserves the right but shall have no obligation to control the method, manner and time of parking in the parking spaces, and to control and limit the entry upon the Apartment and public areas by agents, messengers, delivery men, solicitors or salesmen or any person, not a RESIDENT or RESIDENT'S family, who seek to enter upon the apartment community or the Apartment.

PACKAGE ACCEPTANCE

4. RESIDENT acknowledges that packages delivered by third parties including but not limited to the U.S. Postal Service, UPS, Federal Express, etc., are often left by the delivery service at the apartment community office or in the public areas. RESIDENT hereby agrees that such delivery is solely for the convenience of RESIDENT. Therefore, RESIDENT further agrees to hold LESSOR and its agents, assigns, employees and all others acting on behalf of the LESSOR harmless as to any and all claims that arise from the delivery, storage, or distribution of any of RESIDENT'S packages or items left by any third party at the apartment community office or on the common areas.

LIMITS OF USE

5. RESIDENT shall not use said premises for any purpose other than as an apartment dwelling, or use or permit anything upon said premises that will invalidate the insurance on the building or increase the rate thereof, or in any manner deface or injure the building or any part thereof or overload the floors, or permit any objectionable noise or odor to escape, or to permit or create a nuisance or to disturb any other RESIDENT in the building, or in any way to injure the reputation of the Apartment Community. RESIDENT shall comply with all governmental, health and police requirements and regulations respecting said premises. RESIDENT shall be limited to no more than two occupants per bedroom without written permission from LESSOR.

SUBLEASE AGREEMENT

6. RESIDENT shall not have the right without prior consent of LESSOR to pledge or assign RESIDENT'S leasehold interest or to sublet the leased premises or any part thereof. Under no circumstances may any person except those persons listed on this Lease Agreement

PERSONAL INJURY AND PROPERTY DAMAGE

7. Subject to standards required by law, all personal property on the leased premises shall be at the risk of the RESIDENT only, and LESSOR shall not be liable for any damage thereto or theft thereof; nor shall LESSOR be liable for any damage to the person or property of RESIDENT or other persons resulting from the acts or omissions of any other RESIDENT or other persons, lack of repair of the building or any accident occurring in or about the building. Subject to standards required by law, LESSOR shall not be liable for loss or damages resulting from failure, interruptions, or malfunctions in the utilities provided to RESIDENT. Subject to standards required by law, LESSOR shall not be liable for any personal injuries in or around the playground, if provided, or elsewhere on the premises. LESSOR does not have insurance coverage on any of RESIDENT'S property. The safety and security of storage facilities, if any provided, is not the responsibility of the LESSOR. The RESIDENT is advised that all property placed in storage at the Lease date or at any time thereafter, is at RESIDENT'S own risk and the signing of this Lease Agreement is proof that RESIDENT has been so notified.

INSURANCE

8. None of the rent you pay under this lease will be used to pay the owner's property and casualty insurance policy premium. Consequently you will not be considered a co-insured under the owner's policy. If you or anyone you are responsible for under this lease causes damage to the owner's property, you agree to indemnify the owner for any damages caused by you or those for whom you are responsible under this lease.

Neither LESSOR nor its agents shall be liable to RESIDENT, RESIDENT'S family, employees or guests, for any damage to person or property caused by the acts or omissions of other RESIDENTS or other persons, whether such persons are off the property of LESSOR or on the property with or without permission of LESSOR. LESSOR shall not be liable for losses or damages from theft, fire, rain, storm, explosion or sonic boom. LESSOR shall be not liable for loss or damages resulting from failure, interruption or malfunctions in the utilities provided to RESIDENT under this Lease. LESSOR shall not be liable for injuries in or around the public areas or Apartment. This section is not an exculpation of LESSOR'S liability. LESSOR IS NOT RESPONSIBLE FOR AND WILL NOT PROVIDE FIRE OR OTHER CASUALTY INSURANCE FOR RESIDENT'S PERSONAL PROPERTY. RESIDENT IS ADVISED TO OBTAIN PERSONAL PROPERTY COVERAGE FOR HIS OWN PROTECTION.

RESIDENT'S ACKNOWLEDGMENT _____ _____ _____

_____ _____ _____

CASUALTY

9. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the use of the dwelling unit is substantially impaired, the RESIDENT may: (1) immediately vacate the premises, and (2) notify the landlord in writing within fourteen (14) days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating. Accounting for rent in the event of termination or apportionment is to occur as of the date of the casualty.

Resident's Initials: _____

SECURITY

10. RESIDENT IS RESPONSIBLE FOR RESIDENT'S SAFETY AND SECURITY. RESIDENT hereby states that RESIDENT has inspected the premises and has determined to his satisfaction that the smoke detectors (if applicable), door locks and latches, window locks and latches, and any other security devices within the subject unit are adequate and in proper working order. Any comments or remarks made by RESIDENT with respect to the security devices are contained on the unit inspection report signed by the RESIDENT. RESIDENT understands and acknowledges that the unit inspection report is not a written request to LESSOR to repair any device. If such a repair is needed, RESIDENT agrees to promptly inform the LESSOR in writing. RESIDENT acknowledges that LESSOR is under no obligation or duty to inspect, test, or repair any security device unless and until LESSOR has received written notice from RESIDENT to do so. LESSOR states that from time to time at the premises there may be security personnel or "courtesy officers" employed and/or residing at the apartment community which is the subject of this agreement. The LESSOR further states that the presence of these security personnel is for the convenience of the LESSOR and in no way does LESSOR agree to insure, guarantee or protect the RESIDENT'S person or property, or the person or property of anyone residing or visiting at the leased premises with RESIDENT. RESIDENT agrees and understands that LESSOR may alter or cancel said security personnel without the knowledge or consent of RESIDENT. Furthermore, RESIDENT understands and agrees that LESSOR has no obligation or liability for the acts or omissions, whether negligent or intentional, of any agent or employee of any security personnel which might be retained by LESSOR. RESIDENT acknowledges that LESSOR and the owner of the property are not insurers. RESIDENT further acknowledges that neither LESSOR nor the owner of the property, nor their agents or representatives, guarantee, warrant, or assure the personal security of RESIDENT. RESIDENT further acknowledges his responsibility for his own safety. In particular, RESIDENT recognizes that RESIDENT is in the best position to determine and foresee risks of loss and to protect himself and his property against such losses. RESIDENT further acknowledges that RESIDENT shall take any reasonable steps to protect his personal property and insure his personal safety. RESIDENT recognizes that LESSOR'S efforts are voluntary and not obligatory and are done in an effort to reduce the occurrence of crime to all RESIDENTS.

FAILURE TO VACATE

11. RESIDENT agrees that LESSOR has a right to realize maximum use and benefit of its rental unit. Therefore, RESIDENT agrees that if LESSOR incurs any expenses or costs of any kind due to RESIDENT'S failure to vacate the subject premises after notice of termination or nonrenewal of lease and tenancy by either LESSOR or RESIDENT, RESIDENT shall pay said expenses or costs in addition to any other amounts due under the terms and conditions of this agreement. RESIDENT shall not be deemed to have vacated the subject premises until such time as RESIDENT has returned all keys to the leased premises to the Resident Manager, or advised the Resident Manager that such keys are lost and that the unit has been vacated, and RESIDENT shall be responsible for all rent and other charges allowed by law.

DELAY OF POSSESSION

12. LESSOR shall exercise its best efforts to give RESIDENT possession of the subject premises at the commencement of the term of the Lease Agreement. However, LESSOR shall not be liable to RESIDENT or any other person for the failure to do so, and such failure shall not affect the validity of this Lease Agreement or the RESIDENT'S obligation to pay rent. If there is a failure to deliver RESIDENT possession of the subject premises at the commencement of this Lease Agreement, the monthly rental shall be abated, pro rata, on a daily basis, and shall not be due until possession is given or occupancy is available. Should LESSOR fail to deliver possession of the subject premises within fifteen (15) days after commencement of this Lease Agreement, RESIDENT may elect to cancel this Lease Agreement and shall receive a refund of security and pet fees/deposits paid, if any.

ATTORNEY'S FEES/INTEREST

13. RESIDENT agrees to pay on demand all expenses for collection, including reasonable attorney's fees, court costs, and collection agency fees that LESSOR incurs in the collection of said rent or enforcement of any of the provisions of this Lease. Any resulting monetary judgments shall bear interest at the highest percentage allowed by law.

RIGHTS TO INSPECT/SHOW

14. LESSOR or its agents may at all reasonable times enter said leased premises to make repairs, examine and inspect them, and may remove any signs, fixtures or alterations not in conformity with this agreement or with the House Rules attached hereto. LESSOR also has the right, upon 24-hour notice to RESIDENT, to show the unit to prospective RESIDENTS once RESIDENT has given notice to vacate or within 30 days of lease expiration.

EXTENDED ABSENCE

15. The RESIDENT must notify the LESSOR of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence. Any damages resulting from RESIDENT'S failure to give this notice of extended absence shall be the responsibility of RESIDENT.

ABANDONMENT

16. The RESIDENT'S unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The LESSOR is then expressly authorized to enter, remove and store all personal items belonging to RESIDENT and others.

NOTICE AS REQUIRED BY LAW

17. Service of notice, required by law, between the parties shall be mailed to RESIDENT at the leased premises; hand delivered to RESIDENT at the leased premises, or may be posted on the front door of the apartment. The owner designates KP Management as agent to manage and agent for service of notice and process, located at, KP Management, Attn: Will Biggs, 701 South 6th Street, Nashville, Tennessee, 37206. Any notice to owner's agent must state the name of the apartment property.

UTILITY & TAX INCREASE/ SUB-METERING

18. RESIDENT agrees to pay all utilities and services pertaining to his unit, if any. These utilities and services may include electricity, telephone, gas, garbage pickup if required, cable television, and water/sewer, including privately sub-metered services or utilities. Tenant is responsible for paying electric service directly to the provider. Water will be billed monthly. Failure to maintain or pay utilities or services will be considered a breach of this agreement.

In the event that LESSOR opts to change responsibility for costs of water and/or sewer utilities, RESIDENT agrees to immediately, upon thirty (30) days advance written notice, execute a water/sewer utility sub-metering agreement and begin paying the cost of water/sewer service for the subject premises. RESIDENT further acknowledges and understands that LESSOR shall specify allocations and methods for collecting utility charges, including assessing pro rata shares of common area utilities. Additionally, RESIDENT acknowledges that said charge, whether billed by a third party, directly by provider, or by LESSOR, shall become additional rent due under the terms and conditions of this Lease Agreement and non-payment of said charges shall be grounds for breach of this Lease Agreement.

Resident's Initials: _____

NOTICE TO LESSOR OF ACCIDENT OR DEFECT

19. RESIDENT shall promptly notify LESSOR in writing of any accident to or defect in the water pipes, gas pipes, electric wires or fixtures or heating apparatus, in order that LESSOR may make the necessary repairs, and LESSOR shall not be liable for damages due to the temporary breakdown or discontinuance of same. In instances where the LESSOR furnishes water to the RESIDENT, the RESIDENT agrees to pay additional charge should RESIDENT obtain water using appliances which do not conform with the amenities provided. RESIDENT will provide his own electricity and, if applicable, gas and water service.

NOTICE OF LEASE RENEWAL

20. BOTH LESSOR AND RESIDENT SHALL NOTIFY THE OTHER PARTY IN WRITING AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THIS LEASE, OF THEIR INTENT TO RENEW OR NOT RENEW THIS LEASE. Failure by either party to give notice, or continued occupancy by RESIDENT after expiration of this lease, for any reason, shall be considered a rental from month to month upon the same terms and conditions as set out in the lease for the most recent rental term, and the rent rate shall be adjusted to the current monthly market rate for this type unit as calculated at the time of renewal plus $100.00 per month as a month-to-month fee.

TERMINATION OF LEASE

21. RESIDENT may be allowed to cancel this agreement at any time during the original term or any renewal term thereof upon giving LESSOR Sixty (60) days advance written notice and upon paying to LESSOR prior to vacating the apartment all sums due LESSOR, plus liquidated damages, consisting of an additional early termination payment equal to Two (2) month's rent, which payment shall be due at the time written notice is given to LESSOR. RESIDENT'S notice of early termination shall not be considered valid notice unless it is accompanied by such early termination payment. Nothing herein shall preclude LESSOR from collecting any other damages or sums to which LESSOR is legally entitled. This Section 21 shall only apply to RESIDENT'S early termination of the Lease pursuant to the procedure set forth herein and not if RESIDENT is otherwise in violation of this Lease, in which case RESIDENT shall be responsible for all rent and other monetary damages to which LESSOR is legally entitled.

RESIDENT'S ACKNOWLEDGMENT _____ _____ _____

_____ _____ _____

ACCEPTANCE BY RESIDENT

22. This contract shall not be affected by any agreements or representations not contained herein. RESIDENT'S act of taking possession shall be conclusive evidence that the premises were in satisfactory condition and in conformity with this agreement between the parties. RESIDENT has examined the leased premises and agrees to take them in their present condition without alteration or repairs.

HOUSE RULES

23. The House Rules are an important part of this Lease, incorporated by reference and made a part hereof. RESIDENT acknowledges that RESIDENT has read the House Rules and agrees to abide by and conform to them. RESIDENT agrees to conform to such further House Rules as may be adopted by LESSOR in the future. Failure to abide by the House Rules of the LESSOR shall be grounds for eviction.

CONDITION OF PROPERTY

24. The RESIDENT does hereby accept the items as contained in the apartment as listed below, if provided, and agrees to return them at termination of the Lease in good condition: Fire Extinguisher, Window coverings, Laminate Flooring, Refrigerator, Hood, Stove, Dishwasher and Disposal and others if provided.

RESIDENT ALSO ACKNOWLEDGES RECEIPT OF Door Key FOB(s) __, Mailbox Key(s) __, and Parking Permits __. RESIDENT agrees that RESIDENT shall be responsible for a charge of $50.00 for each Door Key FOB and $10.00 for each Mailbox Key that RESIDENT fails to return at the end of RESIDENT'S occupancy.

SATELLITE DISH OR ANTENNA

25. RESIDENT agrees that no satellite dish or antenna shall be installed by RESIDENT on or about the Apartment or any public area of the apartment community until RESIDENT and LESSOR have executed LESSOR'S Apartment Lease Contract Addendum for Satellite Dish or Antenna and RESIDENT has complied with all requirements and agreements contained in said addendum.

SAVINGS CLAUSE

26. If any provision of this LEASE is determined to be null and void, the nullity shall not affect the other provisions of this LEASE which can be given effect without the void provision, and to this end the provisions of this Lease are severable.

PET POLICY

27. Pets are not allowed without prior written approval. This applies to visiting pets, pet sitting and stray animals. RESIDENT is responsible for all damage that the pet may cause and also for clean-up of pet droppings. Residents will be charged ($25) for each failure to remove their pet droppings if proof is provided that the resident's animal or an animal under the resident's control made the waste. Proof of more than one instance of failure to remove animal droppings is considered a material violation of the lease, and the resident agrees they will be required to remove the animal from the property.

SMOKE DETECTORS

28. RESIDENT acknowledges that RESIDENT has inspected and agrees that the smoke detector or detectors installed in the subject unit are in working order and shall be maintained by the RESIDENT in accordance with the detector's manufacturer's instructions.

RESIDENT'S ACKNOWLEDGMENT _____ _____ _____

_____ _____ _____

ENVIRONMENTAL

29. RESIDENT understands that materials may have been used in the construction of the apartment building and rental unit that were considered safe at the time, for example, asbestos, lead-based paint, etc., but may be hazardous if disturbed. RESIDENT agrees not to disturb any of the building materials in the leased premises and agrees that if the ceiling, floor, walls, HVAC, electrical or plumbing systems are damaged or disturbed, RESIDENT will immediately notify LESSOR'S Resident Manager and send written notice to LESSOR at KP Management, 701 South 6th Street Nashville, TN 37206.

SUBORDINATION

30. RESIDENT acknowledges that RESIDENT'S rights under this agreement are at all times subordinate to any note, deed of trust or other security instrument on the subject property.

DISCLOSURE RIGHTS

31. If information on RESIDENT or RESIDENT'S rental history is requested for law enforcement, government, or business purposes, RESIDENT expressly authorizes LESSOR to provide this information and agrees to hold LESSOR, its agents and employees, harmless for the release of this information.

Resident's Initials: _____

OCCUPANTS

32. The following individuals have been approved to occupy the apartment pursuant to the terms of this lease. No other persons shall be allowed to reside in the apartment without prior written permission from the management. (List names of all occupants and include birth dates for children under the age of 18).

Occupant:_____
Occupant:_____
Occupant:_____
Occupant:_____
Occupant:_____
Occupant:_____

INDEMNIFICATION

33. RESIDENT releases LESSOR from liability for and agrees to defend and hold LESSOR harmless against all losses incurred by LESSOR as a result of (a) RESIDENT'S failure to fulfill any condition of this agreement; (b) any damage or injury caused by RESIDENT in or about apartment or premises to RESIDENT'S invitees or licensees or such person's property; (c) RESIDENT'S failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against the premises as a result of RESIDENT'S actions. Said indemnification and hold-harmless shall include any attorney's fees and/or other costs incurred by LESSOR in defense of said losses.

TERMINATION FOR VIOLENT OR DANGEROUS BEHAVIOR

34. LESSOR shall terminate RESIDENT'S tenancy under this Lease Agreement within three (3) days from the date written notice is delivered to the RESIDENT if the RESIDENT or any other person on the premises with the RESIDENT'S consent willfully or intentionally commits a violent act, behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of other RESIDENTS or persons on the premises; or creates a hazardous and unsanitary condition on the property that affects the health safety or welfare or the life or the property of other RESIDENTS or persons on the premises. Resident or any other person on the premises with the RESIDENT'S consent discharge of a firearm on the premises may be considered a violent act which constitutes a real and present danger to the health, safety, or welfare of the life or property of other persons on the premises and may result in a three day termination notice.

CONDUCT/RIGHT TO DENY ENTRY

35. RESIDENT hereby agrees that the conduct of RESIDENT, RESIDENT'S family, and RESIDENT'S guests will never be disorderly or boisterous, will not disturb or interfere with the rights, comfort or convenience of other persons on the premises; and will not be unlawful. Additionally, as further consideration for this Lease Agreement, RESIDENT agrees to the following: (a) that LESSOR retains, at LESSOR'S sole discretion, the right to deny entry in or upon any portion of the subject Apartment Community to any person or persons other than the named persons herein authorized; and (b) that any portion of the subject Apartment Community includes but is not limited to the subject rental unit.

BREACH OF LEASE

36. If there is any breach of this Lease Agreement by RESIDENT, or any noncompliance with any of the terms hereof by RESIDENT, LESSOR may terminate RESIDENT'S right of tenancy hereunder. Unless otherwise provided herein, and with the exception of notice of nonpayment of rent and notice of termination for violent or dangerous behavior (Section 34), LESSOR may deliver a written notice to the RESIDENT specifying the acts and omissions constituting the breach and stating that the tenancy under this Lease Agreement will terminate in accordance with applicable law. If RESIDENT'S right of tenancy is terminated pursuant to this section, then RESIDENT shall remain responsible for any rent or other amounts due to LESSOR to the full extent allowed by applicable law. Termination of RESIDENT'S right of tenancy by LESSOR for any breach or noncompliance shall not act as a release of RESIDENT'S obligations under this Lease.

If RESIDENT'S breach involves the repair of physical damages to the premises, RESIDENT shall not proceed with repair of any part of said damages without the specific prior written consent of LESSOR. Any repairs made by RESIDENT without LESSOR'S specific written consent shall be grounds for immediate termination of the tenancy created by this Lease Agreement.

EARLY MOVE-OUT

37. RESIDENT shall be liable for a reletting charge of **TWO (2)** month's rent if RESIDENT: (a) fails to give written move-out notice as required in Section 20 or 21; or (b) moves out without paying rent in full for the entire lease term or renewal period, except in full compliance with Section 20; or (c) moves out at LESSOR'S demand because of RESIDENT'S default; or (d) is judicially evicted. This reletting charge is not a cancellation fee and does not release the RESIDENT from RESIDENT'S obligations under the Lease. The reletting fee is an agreed upon liquidated amount covering only part of LESSOR'S damages, consisting of time, effort, and expense in finding and processing a replacement. RESIDENT agrees that the charge is reasonable and is due whether or not LESSOR'S efforts are successful. The reletting charge does not release RESIDENT from continued liability for future or past-due rent, charges for cleaning or damage to the apartment, or other sums which may be due LESSOR.

ASSIGNMENT/ SUCCESSION

38. The promises, agreements, covenants, and conditions contained in this Lease Agreement shall bind and inure to the benefit of LESSOR and RESIDENT and their respective heirs, administrators, executors, successors, and, except as otherwise provided in this Lease Agreement, their assigns.

Resident's Initials: _____

CONTACT INFORMATION

39. By providing a cell phone number and/or email address below, RESIDENT hereby acknowledges and agrees to receive communication from Harper Cove Flats/KP Management by text message and/or e-mail.

Name: _____

Cell Phone: _____ E-Mail: _____

RESIDENT'S ACKNOWLEDGMENT: _____ _____ _____

_____ _____ _____

WAIVER OFJURY TRIAL

40. RESIDENT and LESSOR each waive, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action, or cause of action arising under this Agreement or in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement, or any of the transactions related hereto, in each case, whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise.

ACKNOWLEDG-MENT

41. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ THIS AGREEMENT, THE RENTAL APPLICATION, AND THE HOUSE RULES. RESIDENT UNDERSTANDS THAT THE HOUSE RULES MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE PREMISES, AND AFFIRMS THAT THE RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THE HOUSE RULES.

IN THE EVENT OF MORE THAN ONE RESIDENT, EACH RESIDENT UNDERSTANDS HE/SHE IS JOINTLY AND SEVERALLY LIABLE FOR EACH PROVISION OF THIS LEASE AGREEMENT. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular or plural, as the identity of the RESIDENT may require.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the date and day first written above.

Unit #_____

LESSOR: KP Management
Agent for Owner Harper Cove Flats

_____
Signature

_____
Printed Name

_____
Resident

_____
Resident

_____
Resident

_____
Resident

_____
Resident

Harper Cove Flats

House Rules

1. Signs and Attachments. Nothing shall be placed on, or hung from, the outside of the building, windows, doors, patios, or balconies. No signs or advertising notices of any kind shall be attached to any part of the outside of the building. Names shall be displayed on doors and mailboxes only in the manner designated by Management.

2. Entrances, Walks, Etc. Entrances, walks, elevators, vestibules, halls, stairways, landings, and other public areas outside of the apartments shall not be obstructed or used for any other purpose than for ingress or egress to and from the building or apartments.

3. Locks and Keys. No locks shall be changed or added in any way, to any door except with prior written consent of Management. If Management approves the Tenant's request to install such locks, the Resident agrees to provide Management with a key for each lock. There shall be a charge for replacing lost keys, opening doors for Resident lockouts, and for keys Resident fails to return.

4. Smoke Detectors. Tenants are responsible for changing the batteries in battery operated smoke detectors and every six months. Any malfunction of a smoke detector should be reported immediately to management.

5. Disturbances and Noises. Loud noises and other disturbing acts, including fireworks, in the apartment or on adjoining property that interfere with the rights, comfort, safety or convenience of other residents are prohibited at all times.

6. Walls, Alterations, Etc. The walls, ceilings, and woodwork must not be marred by driving nails, tacks, or screws, or by otherwise defacing the same, except for standard picture hooks, shade and curtain rod brackets. No alterations, additions, or improvements shall be made in the apartment without the prior written consent of Management. No tack strips or adhesives are to be used with area rugs or carpeting. Telecommunication reception devices such as satellite dishes and antennae may be installed only after execution of and in compliance with a Lease Addendum governing these devices.

7. Occupants and Guests. No occupants other than those listed on Rental Application and Lease will be allowed to establish residency without prior written permission of Management. Anyone occupying the apartment for longer than fourteen (14) days will no longer be considered a guest. Residents shall be responsible and liable for the acts of their guests. Acts of guests in violation of the lease, or Management's House Rules, may be deemed by Management to be a breach of the lease by Resident.

8. Smoking. Smoking is prohibited in all areas of the property, including but not limited to, inside any residential unit, on balconies and patios, building entryways and hallways, the leasing office, fitness center, laundry room, clubhouse and pool areas as applicable. This rule applies to residents, guests, and service persons. Residents are responsible for ensuring that family members and guests comply with this rule. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

9. Storage. Storage areas may be provided for by Management and if such are established, storage in such areas shall be at the Resident's risk and Management shall not be responsible for any loss or damage from fire, theft, or otherwise. Nothing of any kind that would increase fire risk shall be taken to or placed in storage areas.

10. Balconies and Patios. Balconies and Patios shall be kept neat and clean at all times and Resident shall not store or hang rugs, towels, laundry, wash, or other such items on the railings or other portions of the balcony or patio. Bicycles, furniture, carts, and similar items should be kept in the apartment or in storage, if available, and may not be kept on balconies or patios, or in or about entrance ways at any time. Any such items found in these areas will be removed by the maintenance staff. No dust, rubbish, litter, or anything else shall be swept, thrown, or emptied from any of the windows or balconies or patios or into the halls or entrance ways.

11. Parking. Parking shall be permitted only in those areas or spaces designated by Management. Inoperable and/or unlicensed vehicles shall not be parked or stored on the property. Residents or guests may not perform any washing of vehicles or maintenance work on vehicles on the premises, including but not limited to changing oil. Any vehicles that are improperly parked, inoperable, or unlicensed may be towed away at the expense of the vehicle's owner. Resident agrees to abide by parking regulations and to notify and to require guests to abide by such parking regulations. Motorcycles, go carts, and other gasoline or diesel powered vehicles may not be kept in the apartment unit, balconies, breezeways or hallways. Other than for a 24 hour move-in or move-out period, no tractor trailers or large commercial vehicles may be parked on the premises and may only be parked on paved areas. No boats or recreational vehicles may be parked on the premises without prior written permission from the Management.

12. Small motorized vehicles. The use of small motorized vehicles is prohibited. Small motorized vehicles are defined as any motorized self-propelled vehicle that was not primarily designed for use on public streets, roads, or highways (Examples include: go-carts, mini-bikes, ATV's (all-terraine vehicles), four wheelers, three wheelers, etc.) Any small motor vehicle located on property will be towed at the vehicle owner's expense. This provision does not apply to any motorized vehicle considered to be a medical appliance.

13. Proper Use. The proper use of wheeled recreational accessories, specifically but not limited to bicycles, skate boards, roller skates, roller blades and riding toys, shall be the responsibility of all residents, guests and occupants. Proper use includes, but is not limited to, not interfering with motorized or pedestrian traffic and not riding in breezeways or on porches, sidewalks, steps or ramps. The use of wheeled recreational accessories, toys, etc., while being pulled by motor vehicles is strictly prohibited. Any activity that endangers the health, safety and wellbeing of other persons or property on or about the entire apartment community shall be grounds for termination of Resident's tenancy.

14. Garbage and Trash. All apartments must be kept in a sanitary condition. Garbage receptacles and/or incinerators shall be used as directed by Management. Garbage and refuse shall be placed in designated garbage receptacles or incinerators, not on the ground or floor around such receptacles.

Resident's Initials: _____

HARPER COVE FLATS

House Rules

15. Barbecue Grills. The use and storage of all personal charcoal, gas or other type cooking grills is strictly prohibited on community property, including but not limited to, patios, balconies, pool areas, and common areas. Residents may have access to the use of grills only if they are provided by management for resident use.

16. Recreation and Amenities. Recreation and service facilities shall be used only at the times posted and in accordance with the rules and regulations established by Management. NO ONE IS PERMITTED TO PLAY IN THE PARKING LOTS OR PAVED TRAFFIC AREAS.

17. Posted Notice. Resident shall abide by the House Rules and signage, if any, governing the use of all public areas and amenities, including but not limited to parking areas, sidewalks, playgrounds, and grilling areas, provided by Management. Residents and their guests use of the facilities is at their own risk.

18. Window Coverings. Window coverings are installed over windows and glass doors. All window coverings shall have a white lining to present a uniform exterior appearance and cleaning/damage shall be at the Resident's expense.

19. Pets. No animals of any kind shall be permitted on the premises without the prior written permission of Management. Animals that are permitted on the premises shall remain in the apartment except when carried or taken out on a leash. Management reserves the right to revoke the privilege of having animals at any time. Any disturbance by any animal that disturb residents, interferes with their peace and quiet, or comfort will be subject to whatever action that Management deems proper to take. Damage and cleanup are the responsibility of Resident. Management reserves the right to require any Resident who has a pet to put up an additional security deposit or non-refundable pet fee, in addition to the security deposit provided for in the Lease.

20. Water Beds. No water beds shall be allowed in the apartment without prior written consent of Management.

21. Auxiliary Heating. No auxiliary heating mechanisms of any kind, including but not limited to kerosene, electric or gas heaters, are allowed on the property.

22. Soliciting. Soliciting of any type is not permitted, except by individual appointment with Resident. Resident should notify Management if any uninvited solicitor appears for appropriate action to be taken.

23. Insurance. Management recommends that Resident obtain personal insurance. Management has no insurable interest in Resident's personal property and will not be liable for acts of Resident, Resident's family, guests, or invitees. All personal property placed on the premises shall be at the risk of the tenant or owner of such property and management will not be responsible for any damage, loss, or theft of such property.

24. Returned Checks. If a Resident pays rent or other charges by a check which is returned for insufficient funds, for the subsequent 6 months payments by check will not be accepted. Management reserves the right to specify the manner in which rental payments will be received. Tenants participating in direct debit will become ineligible for direct debit after two (2) debits result in non-payment for any reasons attributable to tenant including insufficient funds.

25. Illegal or Criminal Activity. Resident, any members of the Resident's household, or a guest or other person under resident's control shall not engage in any criminal or gang-related activity on or near the apartment premises. Criminal activity shall include, but not be limited to, any type of "drug-related criminal activity" which means the illegal manufacture, sale, distribution, use, or possession with or without the intent to manufacture, sell, distribute, or use, of a controlled substance (as defined by local, state, or federal law) or "violent criminal activity" which means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Gang-related activity" is a member or associate of any gang, or confirmed by Metropolitan Nashville Police Department as a member or associate of any gang engaged in any criminal activity, violent act, or whose members intimidate, harass, or create an environment which causes any non-member a rational basis to fear the gang. Violation of the above provision shall be a material and irreparable violation of the lease and good cause for immediate 3-day termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

26. No-trespassing notice. Persons under a "no-trespass notice" are not to be allowed on the property. It is a serious violation of the lease to allow any such person on the property including inside a residential unit after being informed of the person's no-trespassing status.

27. Entry of Law Enforcement. Management reserves the right to allow law enforcement to enter the unit without proper notice after they have provided proof of a warrant, presented an official identification card to verify their identity, and an executed certification stating that entry into/onto the premises is for legitimate and lawful police purposes, and that entry will be made in a constitutional manner.

28. Emergency Contact. In the event of an emergency (lack of heating or cooling, problems with electricity or plumbing) outside of office hours, call the posted emergency number: 877/386-9089.

29. Deliveries. Management is not responsible for packages left by a third party at the apartment community office or anywhere on the apartment premises.

30. Absence from unit. Management is to be notified of any anticipated extended absence in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence.

31. Attorney fees and court costs. In the event a Court finds in favor of Management, or if the Resident desires to settle or avoid an eviction, the Resident agrees to pay to Management any actual costs or fees involved, including attorney's fees incurred because of the Resident's default in making any payment required under the lease or for the Resident's breach of any covenant contained herein.

32. Firearms. Discharge of a firearm by any tenant, household member, guest, or person under their control, on the property, **near the property**, or in the direction of the property, may result in immediate issuance of a three (3) day notice of lease termination.

Resident's Initials: _____

33. Grievance and Appeal. If you have a problem with a neighbor, you must first attempt to solve the problems by talking to the neighbor. If the complaint is a violation of a community policy and/or House Rules, Management should be notified. A complaint regarding a neighbor must be in writing, signed, dated and must state the specific problem. It should describe what you have done to bring the matter to the neighbor's attention and what the response has been. This procedure must always be followed so that a record is maintained in case legal action becomes necessary.

The procedure to follow if you have a problem with an employee of the property, or if you have a general complaint about the appearance or operation of the community, is to put the complaint in writing and deliver it to Management for his/her action. Keep a copy of the complaint for yourself. If you believe there has not been an adequate response to the problem, you should contact the Senior Property Manager at 701 South 6th Street, Nashville, TN 37206. This communication should be in writing, outlining the problem and describing what has happened to date.

34. Modifications. Management reserves the right at any time to change or rescind one or more of these House Rules or to make and enforce such other reasonable rules and regulations as in Management's judgment may be deemed advisable to promote the safety, care, and cleanliness of the premises and for preservation of good order. Management will provide a 30-day notice of any change or addition of the House Rules.

Resident's Initials : _____

KP Management for Harper Cove Flats

SECURITY DEPOSIT POLICY

We have found that poor communication can cause misunderstanding concerning security deposits. This brief outline is to explain how KP Management will handle security deposits. Refund of the security deposit is subject to the following provision:

1. Full term of the lease has expired.
2. Sufficient written notice given prior to vacating apartment, in accordance with section #20 of this lease.
3. No damage was done to the property beyond ordinary wear and tear.
4. Entire apartment including appliances, bathroom, closets and cabinets are clean.
5. No unpaid late charges, delinquent rents, or utility bills are owed.
6. All keys are returned to the manager.

If the six (6) conditions are not complied with, the costs of labor and materials for cleaning and repairs, delinquent payments and re-rental fees if the lease has not expired will be charged against the deposit.

Residents should be especially careful to avoid floor damage and damage to vinyl wall covering and walls. Residents should also be sure to clean the range and refrigerator. RESIDENT has the right to request a time and to be present with LESSOR'S representative at the premises for a scheduled move-out inspection, during normal business hours, to determine if there are any damages to the premises that are in excess or normal wear and tear. This mutual inspection will be set by LESSOR and held on the day upon which, or within four (4) days after, RESIDENT has completely vacated the premises, surrendered possession of the premises, and has returned all means of access to the premises. If RESIDENT fails to attend a scheduled move-out inspection, RESIDENT waives the right to contest any damage found as a result of LESSOR'S move-out inspection.

The security deposit will be mailed to the forwarding address of Resident furnished to the Resident Manager. NO PICK UPS FROM THE OFFICE WILL BE ALLOWED. There will be no application of the security deposit to the last month's rent. KP Management attempts to return Security Deposits within three weeks after the resident's departure.

RESIDENT'S ACKNOWLEDGMENT _____ _____ _____

_____ _____ _____

Resident's Initials: _____

KP Management for Harper Cove Flats

CONCESSION/DISCOUNT ACKNOWLEDGEMENT

UNIT #_____ DATE: _____

Upon signing the Lease Agreement, Resident shall receive the concessions listed below:

☐ Move-In Prorate Concession: $_____.00 off the prorated rent amount listed in the Lease Agreement, making the amended prorate due prior to move-in $0.00.

☐ Monthly Concession: $_____.00 off the monthly rent amount listed in the Lease Agreement, making monthly rent due $____.00 during the term of the Lease.

☐ One time concession in the amount of $_____.00 to be taken during the month of _____. The amount due for _____ (date) is $____.00.

☐ One time concession in the amount of $_____.00 to reduce the amount of Application Fee to $0.00.

☐ One time concession in the amount of $____.00 to reduce the amount of Administrative Fee to $0.00.

☐ One time concession in the amount of $_____0.00 to reduce the amount of the security deposit to $0.00.

In the event Resident's payment of monthly rent is more than five (5) days late or if Resident's payment of rent is returned for any reason, Resident will lose the rental concession for that month, if Resident received a monthly rental rate concession. Additionally, Resident shall be responsible for all late fees, returned check fees and any other fees agreed upon in the Lease Agreement. If Resident received a one-time concession, he/she shall owe an amount equal to the concession divided by the number of months in the lease term, in addition to any late fees or penalties if rent for any month is more than 5 days late.

In the event Resident breaches said Lease Agreement for any reason whatsoever, in addition to any and all other damages caused by Resident's breach of lease, Resident must repay to Lessor the entire amount of the concessions noted above.

LESSOR:
KP Management
As Agent for Owner of Harper Cove Flats

_____
Signature

_____
Printed Name

_____
Resident

_____
Resident

_____
Resident

_____
Resident

_____
Resident

BED BUGS –What are they and how do I avoid getting them???

Adult bed bugs are about a quarter of an inch long, flat, wingless, with a broad oval shape like an apple seed. They typically live six to twelve months and are distinguishable by their reddish-brown color, although after feeding on blood--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs can affect anyone
Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. Bed bugs have been found in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Fear of being accused of poor hygiene and uncleanliness may have caused rental housing residents in the past to avoid notifying owners of the presence of bedbugs, but this serves only to enable the spread of bed bugs. While clutter may provide better hiding places, bed bugs can infest the cleanest of homes.

Bed bugs don't transmit disease
There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies such as the EPA and the CDC have refused to elevate bed bugs to the threat level posed by disease-carrying pests. Claims associating bed bugs with disease are false.

Where bedbugs hide
Bed bugs can often be found in, around and between:
- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Cracks and crevices in walls and floors, and the junctions of walls and floors and ceilings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Inside electronic devices, such as smoke and carbon monoxide detectors or even clock radios

How can I tell if I have them?
While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Because bed bugs leave some persons with itchy welts similar to those caused by fleas and mosquitoes, the source of such markings may initially go undetected. However, welts caused by bed bugs often appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

PREVENTING BED BUG ENCOUNTERS
•Preventing bed bug encounters when traveling
Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their room, so as to ensure that any uninvited guests are detected before the decision is made to unpack. Inspect the linens on the bed –then pull them back and inspect the mattress. Check for any sign of insects, such as the stains discussed above.

Because bed bugs can easily enter your luggage, check areas where you store luggage and other belongings and inspect them thoroughly before packing for home.

•Preventing bed bug encounters at home
• Do not ever bring used furniture from unknown sources into your dwelling. Many bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.

• Do address bed bug sightings immediately.
Residents who suspect the presence of bedbugs in their unit must immediately notify apartment management.

• Do not attempt to treat bed bug infestations yourself.
Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.

• Do comply with eradication protocol.
If the determination is made that your unit is indeed playing host to bedbugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

KP Management for Harper Cove Flats

BED BUG ADDENDUM

This Bedbug Addendum (the "Addendum") dated _____ is attached to and made a part of the lease dated _____ (the "Lease") by and between KP Management, as agent for the owner of the Harper Cove Flats ("Lessor"), _____ ("Resident") for unit number _____ (the "Unit") in Harper Cove Flats (the "Apartments").

In further consideration of the Lease Contract entered into between the parties, Lessor and Resident agree to the following,

1. Lessor and Resident acknowledge that: (1) Bedbugs are almost always introduced to an apartment by human activities, and (2) bedbugs are usually introduced through personal items such as luggage, purses, briefcases or furniture and other personal items brought into the apartment unit.

2. Resident acknowledges that Resident has thoroughly inspected the premises and finds that the premises has been cleaned and vacuumed. Further, Resident has inspected the baseboards, carpets, closets and cabinets and has determined to the Resident's satisfaction that the entire premises are bedbug free.

3. Resident may choose to have an additional inspection of the premises performed at their expense by a mutually pre-approved third party within three days of signing this Addendum. If after the inspection it is determined that there are bedbugs present, the Lessor shall reimburse Resident for the cost of inspection and will apply treatment at the Lessor's cost. If no bedbugs are found, any preventative treatment that the Resident chooses to make shall be at Resident's sole cost, and may only be performed following Lessor's written consent.

4. **If during the term of the Resident's tenancy bedbugs shall appear within the premises, Resident acknowledges that the bedbug treatments shall be at the Resident's expense. Lessor will arrange for the treatments through Lessor's pest control company.** It shall be the Resident's responsibility to properly prepare the premises for the treatment. Resident agrees to follow the procedures provided by the Lessor's pest control company prior to treatment. Resident also acknowledges that if the Resident does not comply with the preparation for treatment and the treatment is unsuccessful, Resident shall not only be financially responsible for subsequent treatments to the premises, but shall also be responsible for any treatments required in adjoining units.

5. Resident shall permit Lessor to inspect the premises for bedbugs during a thirty (30) day period following any treatment.

6. Resident shall promptly notify Lessor of any bedbug infestation that occurs at the premises during Resident's occupancy. This is necessary to allow treatment to occur within a timely manner.

7. Resident shall be liable to Lessor for damages sustained to the premises or to Lessor's person or property as a result of Resident's failure to comply with the terms of this Addendum.

8. If Resident is allowed to transfer to another dwelling in the community because of the presence of bed bugs, Resident must have their personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. Resident must provide proof of such cleaning and treatment to Lessor's satisfaction.

9. Violation of this Addendum shall be deemed a material violation under the terms of the Lease Contract, and the Lessor shall be entitled to exercise all rights and remedies it possesses at law or in equity.

10. In case of a conflict between the provisions of this Addendum and any other provisions of the Lease Contract, the provisions of the Addendum shall govern.

By signing below, the undersigned Resident(s) agrees and acknowledges having read and understood this Addendum.

Executed this ____ day of _____, 20__. Unit #_____

LESSOR:
KP Management
as Agent for Owner Harper Cove Flats

_____
Signature

_____
Printed Name

_____
Resident

_____
Resident

_____
Resident

_____
Resident

_____
Resident

KP Management for Harper Cove Flats

MOLD/MILDEW ADDENDUM

This Mold and Mildew Addendum (the "Addendum") dated _____ is attached to and made a part of the lease dated _____ (the "Lease") by and between KP Management, as agent for the owner of the Harper Cove Flats ("Lessor"), _____("Resident") for Unit number _____(the "Unit") in Harper Cove Flats (the Harper Cove Flats "Apartments").

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident agrees to use Resident's best efforts to prevent any conditions in the Unit, such as excessive moisture, that could create an environment to mold growth. In the event such conditions develop, Resident agrees to remedy such conditions. Resident also agrees to immediately report to the Manager of the Apartments, in writing:

(i) any evidence of a leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area;

(ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping area, or which recurs after such cleaning;

(iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit, and

(iv) any inoperable doors or windows.

Failure to make a prompt written report of any such potential mold or mildew problem constitutes a breach of this Addendum and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether or not known at the time, which are related to or arising from or out of the unreported conditions. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as personal injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum. Resident agrees that Lessor is not responsible for the consequences of any Resident conduct that leads to or exacerbates mold growth and Resident shall indemnify and hold Lessor harmless from any such conduct of Resident.

Resident further agrees that, in the event Lessor provides notice to Resident of Lessor's intention to remediate mold in Resident's Unit, Resident will provide immediate access to Resident's Unit to permit Lessor to remediate any problem. In the event Lessor determines, in its sole discretion, that Resident should vacate the Unit during remediation, Resident will relocate (at Lessor's expense) to another unit within the community for the period of time necessary to complete such remediation. In the event no other unit within the community is available for such a relocation, as determined by Lessor in its sole discretion, Lessor shall provide Resident, at Lessor's sole discretion, either (a) relocation at Lessor's expense to another nearby community owned or operated by Lessor or its affiliate, or (b) termination of the Lease without penalty for such termination and without any financial obligation beyond the date of such termination. Resident's refusal to relocate in accordance with these provisions or any other interference with Lessor's remediation efforts, shall constitute a breach of the Lease and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether or not known at the time, related to or arising from or out of exposure to or the presence of mold. Lessor may terminate the Lease and/or evict Resident immediately upon Resident's breach of any provision of this Section, and Lessor may exercise any one of more of any other remedy available to Lessor under the terms of the Lease for a breach hereof or at law or in equity. If (a) Resident has made a good-faith report to the community manager of an actual mold problem in Resident's Unit, and (b) within five days after such report Lessor has not:

(i) taken any action to inspect or remediate mold in Resident's Unit, or

(ii) provided Resident with a plan of remediation for Resident's Unit,

then, and only then, Resident may terminate the Lease without penalty for such termination and without any financial obligation beyond the date of such termination. Nothing herein shall release Resident from any obligation or claims related to delinquent and/or past due rent and/or fees or charges or other amounts due and owing (including, without limitation, rent and utility or other similar fees prorated to the date of such termination).

KP Management for Harper Cove Flats

MOLD/MILDEW ADDENDUM

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

By signing below, the undersigned Resident(s) agrees and acknowledges having read and understood this Addendum.

Executed this ___ day of _____, 20__. Unit # _____

By signing below, the undersigned Resident(s) agrees and acknowledges having read and understood this Addendum.

Executed this ____ day of _____, 20___. Unit #_____

LESSOR: KP Management
As Agent for Owner of Harper Cove Flats

_____
Signature

_____
Printed Name

_____
Resident

_____
Resident

_____
Resident

_____
Resident

_____
Resident

_____
Resident

KP Management for Harper Cove Flats

Pet Policy Lease Addendum

A. **Screening/Registration**: Pet caregivers must complete a Pet Application Form before occupying the unit. If the pet is a dog or a cat, a current photograph should be attached. The pet caregiver should provide evidence that the animal has had a rabies vaccination in the past twelve months and other annual vaccinations are current, or a health evaluation from a Tennessee licensed veterinarian. The resident manager will present a copy of this pet policy to the resident for review and signature.

B. **Pet Deposit**: Pet caregivers must pay a $300.00 non-refundable pet deposit at the time of lease execution, or within 14 days of acquiring a pet.

C. **Monthly Pet Rent**: Pet caregivers must pay an additional monthly charge of twenty-dollars ($20.00) per month. The monthly fee will cover administrative cost associated with processing pet applications, staff management of pet compliance, and special cleaning required at lease termination.

D. **Permissible Pets**: Common Household Pet – a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than commercial purposes. Common Household Pets do not include reptiles (except turtles). This definition does not include animals that are used to assist person with disabilities. Animals with a vicious or aggressive disposition are prohibited. While no breeds are specifically excluded, Dobermans, Boxers, Chows, Rottweilers, Pit Bulls, German Shepherds, etc. may be required to provide evidence that the animal has a suitable temperament as determined by the American Kennel Club's (AKC), or a comparable organization, temperament test.

1. Maximum Number of Dogs Allowed per unit – 2; Maximum Weight Limit per animal – 75 pounds per animal
2. Maximum Number of Cats Allowed per unit – 2
3. Maximum Number of Rabbits Allowed per unit – 2
4. Maximum Number of Birds Allowed per unit – 2
5. Maximum Number of Small Caged Animals (limited to guinea pigs, hamsters, gerbils, ferrets) allowed per unit – 2

E. **Restrictions**

1. Pets shall not be kept, bred, or used for any commercial purpose. All cats, dogs, rabbits, and ferrets must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.
2. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Pets shall be exercised off the premises of the building.
3. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the refuge collection containers on site. Cat litter may not be disposed of in toilets. Pet caregivers observed by management staff failing to cleanup and properly discarding their pet droppings will be assessed a fine of $20.00 per occurrence. The notice will state the date, time, and approximate location of the infraction.
4. Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
5. Pet caregivers shall be responsible for their pets and ensure their pets do not become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:

    a). Pets whose unruly behavior causes personal injury or property damage.

    b). Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night.

    c). Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.

    d). Pets who relieve themselves on walls or floors of common areas.

e). Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.

f). Pets who are conspicuously unclean or parasite infested.

g). Pets who display signs of aggression or attack any human or animal causing bodily injury or worse.

6. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the apartments and the common areas by individuals with disabilities. Assistance animals are considered pets, but all rules shall apply except for the pet deposit and monthly pet rent.
7. Feeding and caring for managed cat colonies is strictly prohibited. Management must be notified of any stray or injured cats. The cats shall be trapped by a colony caretaker and care provided as necessary. Where no caretaker is available, stray or injured animals shall be reported to the local animal control authority.
8. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 10 days (consecutive or staggered) in any one-year period without prior written permission of the resident manager.
9. Pet caregivers shall indemnify Kirkpatrick Park Apartments owner, management agent, employees, contractors, and designees and agrees to hold it harmless and defend against loss or liability of any kind arising from their pet(s) action, activities, or presence.

F. Enforcement

1. Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the resident manager. If a preponderance of the evidence leads the resident manager to agree that the complaint is valid, the pet caregiver will receive written notice of the violation.

   If upon the second violation(s) the problem is still unresolved, at the resident manager's discretion, arrangements may be made for conflict resolution mediation between the parties. If the mediation does not result in resolution of the issue between the parties, or the resident manager determines mediation is not appropriate, the resident manager may make arrangement for an immediate hearing (particularly if the situation involves personal injury or imminent threat thereof). The resident manager may require the permanent removal of any pet, if such pet is determined by the resident manager to be a nuisance or a danger to the housing community and its residents.

   If the resident manager makes a determination that the animal poses a nuisance or a danger to the community, the resident manager will provide written notice of such determination, and the pet caregiver will have 14 days to remove the pet from the premises.

   The resident manager also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

By signing this lease addendum I acknowledge I understand and accept the terms of pet ownership at Harper Cove Flats. I understand this Pet Policy is a legally binding agreement and is incorporated as part of my residential lease at Harper Cove Flats.

_____ _____
Resident/Date Printed Name

_____ _____
Resident/Date Printed Name

_____ _____
Resident/Date Printed Name

KP Management for Harper Cove Flats

SATELLITE DISH OR ANTENNA ADDENDUM

This Satellite Dish or Antenna Addendum (the ”Addendum”) dated _____ is attached to and made a part of the lease dated _____ (the “Lease”) by and between KP Management, as agent for the owner of Harper Cove Flats (“Lessor”), and _____ (“Resident”) for Unit number ____ (the “Unit”) in Harper Cove Flats (the “Apartments”).

This Lease Addendum applies only to those telecommunication reception devices covered by Section 207 of the Telecommunications Act of 1996 (“Reception Devices”), which includes telecommunication devices used to receive television broadcast signals, multichannel multipoint distribution service, and direct broadcast satellite service, provided the antenna is one meter or less in diagonal measurement or is the traditional stick-type. No Reception Device is allowed except in accordance with this Addendum. This Lease Addendum may be modified at any time by the Lessor if the FCC regulations issued pursuant to the Telecommunications Act of 1996 are overturned or changed.

1. Location. A Reception Device may only be installed inside Lessee’s individual apartment or on a balcony, balcony railing, or patio that is totally within Resident’s individual leased premises and intended for Resident’s exclusive use. No part of the Reception Device may extend beyond the balcony railing line or patio line, or outside a window. Extension devices that would extend the Reception Device beyond the window, balcony railing or patio line are expressly prohibited.

No Reception Device may be installed on any common area, including outside walls, outside window sills, roofs, common area balconies, breezeways, stairwells, or any other common area. Lessor does not guarantee satellite reception.

2. Installation. A Reception Device may be installed only if such installation can be accomplished without physically modifying the premises beyond ordinary wear and tear. No holes may be drilled in any exterior wall, roof, window, door, or balcony railing. Resident shall be responsible for restoring the premises back to their pre- installation condition upon termination of his or her tenancy.

Resident is encouraged to have the Reception Device installed by a professional installer. The “hook-up” to an inside receiving device may be made by either a flat cable which can pass under a sliding door or by means of a device on a window which will allow the signal to pass through glass. The satellite or antenna system must be a stand-alone system. Resident may not splice into any existing wires or cables.

3. Indemnification. In consideration of being permitted to install a Reception Device on his or her leased premises, Resident does hereby agree to indemnify and defend and hold harmless Lessor, Freeman Webb Company, Realtors, the owner of the apartment complex, their agents, employees, successors and assigns from and against any and all claims, expenses, costs, damages, losses and liabilities, including but not limited to attorneys’ fees, which may at any time be asserted or suffered as a result of the installation, maintenance, use, or presence of a Reception Device. Resident specifically agrees to be responsible for all damage or losses to persons or property arising out of the installation or presence of the Reception Device on the leased premises.

4. Insurance. Prior to the installation of a Reception Device, Resident shall provide Lessor with proof of liability insurance in an amount not less than $100,000 and otherwise sufficient to cover any damage or losses to persons or property arising out of the installation, maintenance, use, or presence of the Reception Device, and naming Lessor as an additional insured.

Any Reception Device installed shall be considered Resident’s personal property and Lessor shall not be liable for any damage thereto or the theft thereof. Resident is advised to obtain insurance to protect against the loss of this and any other personal property of the Resident.

5. Damages. Upon vacating the leased premises, the cost of removal of the Reception Device shall be the sole responsibility of Resident. Any damage cause by attachment or removal of Reception Device shall be considered damage beyond normal wear and tear and shall also be the sole responsibility of the Resident. When executed, this Lease Addendum shall become a part of and shall be incorporated into that Lease Agreement between Lessor and Resident.

By signing below, the undersigned Resident(s) agrees and acknowledges having read and understood this Addendum.

Executed this ____ day of _____, 20___. Unit #_____

LESSOR: KP Management
As Agent for Owner of Harper Cove Flats

_____
Signature

_____
Printed Name

_____
Resident

_____
Resident

_____
Resident

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Resident

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Resident

_____
Resident

KP Management for Harper Cove Flats
Smokefree Lease Addendum

Date: _____
Apartment/Unit Number: _____
Tenant Name(s): _____
Tenant Address: _____

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

1. Purpose and application of Smokefree Policy. The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smokefree building. Tenant acknowledges that the smokefree policy established by this Lease Addendum is applicable in all properties owned or managed by KP Management.

2. Definitions:

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

3. Smokefree Building and Grounds. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household shall be designated as a smokefree living environment. Tenant and members of Tenant's household shall not smoke anywhere in the apartment unit rented by Tenant, including any associated balconies, decks, or patios; in the common areas of the building where the Tenant's dwelling is located, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators; or in any of the common areas or adjoining grounds of such building or other parts of the rental community, including entryways, patios, and yards, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

4. Tenant to Promote Smokefree Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the smokefree policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.

5. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants in the building are third-party beneficiaries of Tenant's smokefree Lease Addendum with Landlord. A Tenant may bring legal action against another Tenant related to this smokefree Lease Addendum, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this smokefree Lease Addendum shall not create a presumption that the Landlord breached the Lease Addendum.

7. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement actions, including eviction, by the Landlord. Tenant acknowledges that a breach of this Lease Addendum shall also render Tenant liable to Landlord for the costs of repair to Tenant's apartment unit due to damage from smoke odors or residue.

8. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of this smokefree policy and the efforts to designate Tenant's building as smokefree do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smokefree any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the provisions of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce this smokefree policy. Landlord is not required to take steps in response to smoking in violation of this agreement unless Landlord knows of the smoking or has been given written notice of the smoking. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other landlord obligation under the Lease.

LANDLORD	TENANT(S)
_____	_____
_____	_____

KP Management Criminal Background/History Policy

The Criminal History Policy was developed to be consistent with the property's management and financial ability to provide needed services in compliance with all applicable laws and HUD regulations.

KP Management shall not discriminate because of race, color, creed, religion, sex, national origin, familial status or handicap.

All applicants will be screened carefully and the following eligibility standards will be applied:

Criminal Activity: Management has established a policy to reject all applications where the applicant or any household member has engaged in certain criminal activity or has been released anytime during the past 5 years from a prison, penitentiary or jail after serving time for a violent felony without sufficient evidence of rehabilitation.

READ THIS CRIMINAL POLICY VERY CAREFULLY

The activities that will be grounds for rejection of an application are as follows:

1. Registration on any state, or national sex offender registry.
2. Any conviction of possession or manufacturing of methamphetamine.
3. Any applicant convicted of a violent felony in the last 7 years. An applicant with a violent felony in his or her background must have been released from law enforcement oversight for three years.
4. Any conviction or adjudication other than acquittal, dismissal, nolle prosequi, or retirement for the sale, distribution or manufacture of any controlled or illegal substance in the last 5 years.
5. Any conviction or adjudication other than acquittal, dismissal, nolle prosequi or retirement for domestic violence, dating violence, sexual assault or stalking, unless otherwise protected pursuant to the Violence Against Women Act within the last 3 years.
6. Eviction for drug related criminal activity in the last 3 years from any rental housing.
7. Any conviction or adjudication other than acquittal, dismissal, nolle prosequi, or retirement, involving illegal use or possession of any controlled or illegal substance in the last 2 years.
8. Any conviction or adjudication other than acquittal, dismissal, nolle prosequi, or retirement which involved injury or potential injury to a person within the last 2 years.
9. Any conviction or adjudication other than acquittal, dismissal, nolle prosequi, or retirement which involved bodily harm to a child within the last 3 years.
10. Any act which results in the person's tenancy constituting a threat to the health or safety of other individuals, resulting in possible substantial physical damage to the property of others, or interfering with the peaceful and quiet enjoyment of the premises in the last 18 months.
11. Behavior caused by Alcohol abuse, or pattern of abuse of alcohol, which interferes with the health, safety or right to peaceful enjoyment of the premises by other residents in the last 18 months.
12. Any conviction for vandalism, property damage, or arson in the past 5 years.

Applicants that have circumstances in their background that may not meet the requirements listed are welcome to apply, present the mitigating circumstances associated with their situation, and their individual situation will be reviewed on a case by case basis.

Print Name	Sign	Date
Print Name	Sign	Date
Print Name	Sign	Date