SUMMIT MANAGEMENT SERVICES, LLC
1903 University Ave., Suite 9, P.O. Box 2715
Oxford, Mississippi 38655

RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT, made this ___ day of _____, _____, by and between _____, hereinafter called "Lessor," acting through its duly authorized agent, Summit Management Services, LLC, hereinafter called "Agent," and _____, hereinafter called "Lessee." For and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

1. **PREMISES AND TERM:** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor Apartment/Unit No._____(hereinafter referred to as "Premises") in Lessor's apartment house or complex situated at _____ in the City of _____, County of _____, State of Mississippi, to be used and occupied by Lessee and Lessee's immediate family as a private residence, and for no other purpose, for a term commencing on the __ day of _____, _____ and ending at midnight on the __ day of _____, _____. This Agreement terminates at the end of the term as specified above. Should Lessee wish to lease the Premises for an additional term, Lessee shall provide written notice of said desire by _____. If Lessee does not provide written notice of his desire to lease the Premises for an additional term as provided herein, Lessor has the right to lease Premises to another person or people. Regardless of Lessee desire, Lessor shall have the option of not re-letting Premises to Lessee.

In the event that this Agreement involves multiple tenants, any change in the tenants named herein or in the number of tenants occupying the leased premises must be approved by the Lessor or Agent and the information reflected on this or a new agreement and all new tenants must execute the lease agreement.

2. **RENT:** Rent shall be $_____ per month, payable in advance, upon the first day of each month, to Lessor through its authorized Agent at the following address:

Summit Management Services, LLC
1903 University Avenue, Suite 9
Oxford, MS 38655

Lessee(s) may choose to pay rent to Agent by check or money order, bank draft, or credit card. (A handling fee in the amount of ___ percent will be charged when rent is paid by credit card.) If Lessee(s) chooses to pay by check or money order, Lessee(s) shall provide Agent with current bank account or credit card information to be kept on file by Agent. If the rent is not received by the fifth day of the month, Lessee(s) shall also pay to Agent a late charge in the amount of $30.00, plus five dollars ($5) for each additional day until the Lesse(s) balance is paid in full. In the event that the rent is payable by more than one individual, excluding husbands and wives, and the rent is not received by the fifth day of the month, **each individual responsible for the portion of the rent** which has not been paid by the fifth day of the month shall pay to Agent a late charge in the amount of $30.00, plus an additional $5 per day until the balance is paid in full. For example, if three individuals are responsible for the rent, and two of the individuals do not pay their respective portions of the rent on or before the fifth day of the month, each of those individuals shall pay to Agent his portion of the rent which is past due plus $30.00 and $5 per day after the fifth of the month. Further, if rent is not received by the fifth day of the month, Agent shall, on the sixth day, withdraw funds from the bank account or charge the credit card on file. Additionally, Lessee(s) shall also pay to Agent a charge in the amount of $_32.00 for any returned or dishonored check.

3. **SECURITY DEPOSIT:**

A. Lessee hereby deposits with Agent, on the date this Agreement is executed, the sum of **$**_____ (hereinafter referred to as "Security Deposit") as evidence of good faith on the part of Lessee in fulfillment of all the terms of this Lease, which Security Deposit shall be held by Lessor during the term of this Lease or any renewal thereof and for 30 days thereafter. The Premises shall not be considered leased to Lessee until the Security Deposit is paid in full. Lessor shall have the right to enter into lease Agreements with others for the same Premises unless and until a Security Deposit has been paid by Lessee, regardless of whether this Agreement has been signed by Lessee. Lessee shall not be provided key(s) to the Premises until the Security Deposit has been paid in full.

B. Lessor shall have the right to use Security Deposit to pay, as fully as possible, the expense of any unpaid rentals, of any accumulated late charges or returned check charges, of any unreturned keys, as well as the expense of repairing any damaged Premises, excepting reasonable wear occurring from normal use of Premises, and/or any other expenses for which Lessee may be responsible. Lessor's right to recover additional sums from Lessee for damages to Premises shall not be limited by the amount of Security Deposit. In no event shall Lessee be entitled to apply the Security Deposit to any rental payment due herein under. After Lessee vacates the Premises, Lessor shall refund to Lessee the balance of the Security Deposit remaining in Lessee's name provided Premises are in the same condition as when leased, normal wear excepted, and provided that Lessee is not responsible for any other charges under this Agreement, including professional cleaning per this Paragraph. The Lessor, in the Lessor's discretion, may use a portion of the security deposit to have the leased Premises, including the carpet, professionally cleaned. The Security Deposit is separate from any deposit under Paragraph No. 8 of this Agreement.

4. **DEFAULT:** In the event of default for non-payment of rent by Lessee, Lessor has the right to re-enter and take possession of the premises for Lessor's use and enjoyment. Lessor also has all rights provided by law for non-payment of rent including notice and eviction. Lessor

shall not be required to return any part or portion of the security deposit, but the Lessor may either retain the security deposit as liquidated damages or retain the security deposit and apply it against actual damages sustained by Lessor by reason of Lessee's default. The retention of the Security Deposit shall not be the only remedy to which Lessor is entitled, and Lessor shall have all recourse against Lessee provided by this lease and by law. All remedies shall be cumulative and non-exclusive. If Lessor retains the services of an attorney to enforce the provisions of this Agreement, Lessee agrees to pay Lessor's reasonable attorney's fees and expenses or other costs incurred in enforcing the terms of this lease, including collection of any past due rent or recovering possession of Premises from Lessee.

5. **BREACH:** This lease is given and accepted upon the express understanding that in the event of a breach of any condition or covenant herein (except breach for non-payment of rent which is addressed in Paragraph 4 herein) or, if the Lessor and/or Agent deems the tenancy undesirable for whatever reason, the Lessor and/or Agent may terminate this lease by giving Lessee(s) a written notice of thirty (30) days of an intention to terminate same, and the term of this lease shall, in that event, run to and expire on the date mentioned in said notice, and any rent paid by Lessee(s) for a period extending beyond the date of termination shall be retained by Owner and/or Agent in liquidation of damages and not by way of penalty or forfeiture, but nothing herein contained shall be deemed a waiver by the Owner and/or Agent of any claim for damages or injury to the property prior to date of termination.

6. **UTILITIES:** (Select one of the following.)

__X__ Lessee shall be responsible for paying all deposits and connection fees of all utility services required on the Premises prior to occupancy and shall be responsible for payment of all utility services during the term of this lease.

_____ Lessor shall furnish Lessee with the utilities checked as follows: _____ electricity; _____ natural gas; _____ cold water; _____ hot and cold water; _____ heat and air conditioning; or _____all utilities for use in Premises. Lessor shall not be responsible for failure to furnish such utilities if the failure to do so is due to any cause beyond Lessor's control.

Lessee shall be responsible for payment of all bills for all utilities used by Lessee in the Premises other than bills for those checked utilities marked above; but, all utilities shall be used only for ordinary household purposes. If Lessee believes that any repair or servicing is necessary to any utility provided by Lessor under this agreement, Lessee shall make written request for any such repair or servicing to Agent or other representative of Lessor, except that in an extreme emergency such notice may initially be given by telephone and later confirmed in writing. Lessor shall not be obligated to furnish Premises with any utilities paid for by Lessor at any time in which Lessee is in default under this Agreement.

Lessor shall not be responsible for stopped-up plumbing, drains or disposals or for such stoppages caused by the introduction of foreign objects not intended for sewer disposal, and Lessee shall pay on demand all charges for repair of such stoppages.

In cold weather, Lessee(s) agrees to protect the premises from the effects of sub-freezing temperatures by maintaining sufficient heat inside the premises and by allowing water to run through the water lines serving the premises pursuant to Lessor's instructions, a copy of which is

attached hereto and made a part hereof by reference. Failure to strictly comply with said cold weather instructions will render Lessee(s) liable for all plumbing repairs (materials and labor) and for all other repairs to Premises and/or adjoining apartments/houses which result directly from Lessee(s) failure to so comply.

Any expense incurred by Lessor to repair damage or to make plumbing repairs or electrical repairs, the need for which results directly from acts of the Lessee(s) or Lessee(s)'s guests/invitees, shall be promptly reimbursed by the Lessee(s).

7. **OCCUPANCY:** Premises will be occupied only by the following adults and minors: _____.

No persons other than those named above (occasional overnight guests excepted) shall occupy or share Premises with Lessee; and, in no event, shall more persons than the number of persons listed above occupy Premises (occasional overnight guests excepted).

8. **PETS:** Pets may be permitted at the discretion of Agent and Lessor provided that such pets do not constitute a nuisance to other tenants and provided that Lessee deposits with Agent an additional damage deposit of **$_____**. Lessee recognizes that "reasonable wear" as specified in this Lease does not include damage caused by pets and that Lessor's judgment shall be the sole factor in determining such pet damage, if any. Pets must be on a leash when outside of Premises and cannot be tied to anything outside of Premises. Pets must be approved by Agent and Lessor and such approval is contingent upon Lessee's observance of the foregoing conditions of this Lease. Approval to keep a pet may be withdrawn at anytime in the sole discretion of Agent or Lessor.

9. **CONDITION OF PROPERTY:** Lessee stipulates that Lessee has examined the Premises, including the grounds and all improvements, and that they are, at the time of this lease, in good order, repair, and in safe, clean and rentable condition. Lessee agrees that taking possession of the Premises by Lessee shall be conclusive evidence that Lessee has received the Premises in good condition. At the expiration or earlier termination of this Lease, Lessee shall immediately and peacefully surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable wear excepted. It is expressly agreed that the terms "reasonable wear" and "normal wear and tear" do not include burns, stains, or other excessive soiling of carpeting and other floor covering. Upon vacating the Premises, Lessee will leave the same in clean and rentable condition (except for reasonable wear). At the expiration or termination of this lease, Lessor may clean and/or repair the Premises and deduct the reasonable expenses thereof from Lessee's security deposit before returning the balance owing to Lessee, if any.

10. **SURRENDER OF PREMISES:** Whenever under the terms of this Lease, Lessor is entitled to possession of Premises, Lessee shall at once surrender Premises to Lessor and shall remove all of Lessee's personal property and other effects therefrom, and Lessor may forthwith re-enter Premises and repossess itself thereof, removing all persons and effects therefrom and using such force as may be necessary, all without being deemed guilty of forceable entry or detainer, trespass or other tort. Lessee shall not remain in possession of Premises after expiration of the final term of this lease. Any holding over of Premises by Lessee after the expiration of this Lease (except pursuant to a new Lease) shall not constitute a tenant-at-will interest on behalf of Lessee, but Lessee shall be a tenant at sufferance, and Lessor and/or Agent

shall have, against Lessee(s), all remedies provided by law as against holdover tenants. Except as this Lease may be extended by written agreement signed by both Lessor and Lessee, there shall be no renewal or extension of this Lease by operation of law or otherwise.

11. **LESSOR'S FAILURE TO GIVE POSSESSION:** Lessor shall not be liable to Lessee for failure to deliver possession of Premises at the commencement of the term of this Lease, but Lessor shall use Lessor's best efforts to give Lessee timely possession of Premises. If Lessor's failure to deliver possession is caused by any prior tenant holding over, Lessor agrees to use all customary means to oust the prior tenant. If Lessor is not able to deliver possession of the Premises within 30 days after the beginning of the term of this Lease, then Lessee may elect to terminate this Lease by notifying the Lessor of such election in writing. If Lessee elects to terminate this Lease as provided in this paragraph, then Lessor agrees to return any rental and security deposit paid by Lessee.

12. **USE OF PREMISES:** Premises shall be used as Lessee's residence only and for no other purposes whatsoever; nor shall Premises be used in violation of any laws, ordinances, restrictions or regulations of any governmental body or so as to create a nuisance, nor to vitiate or increase the rate of insurance thereon. Lessee accepts Premises in its present condition and as suited for residential use by Lessee. Lessor shall not be required to make any repairs or improvements to Premises before Lessee takes possession except for the following: _____.
Lessee shall maintain Premises in good condition and repair and shall do no damage thereto. If, after Lessee takes possession of the Premises, any material change in the condition of the Premises occurs which in the opinion of Lessee renders the Premises unsafe or unfit for occupancy, then Lessee shall give written notice to Lessor of such defective condition or damage. Upon receipt of such notice, Lessor agrees to inspect the defective condition or damage; and, if in the opinion of Lessor repairs are warranted, Lessor agrees to remedy such defective condition. If in the opinion of Lessor, the Premises are so damaged or defective as to be unfit for occupancy and if Lessor decides not to repair Premises, then upon written notice of Lessor to Lessee this Lease shall terminate, with rent prorated as of the date that the Premises became unfit for occupancy and any balance due Lessee refunded. If Premises are rendered untenantable by fire, storm, earthquake or other casualty whatsoever, this Lease shall terminate as of the date of such structural damage and rent prorated as of that date and any balance due Lessee refunded.

13. **ALTERATION AND IMPROVEMENTS:** Lessee agrees to make no addition, alternation, or improvement, including painting, to the Premises without the prior written consent of Lessor. All additions, alterations, and improvements (with the exception of fixtures removable without damage to the Premises), shall be the property of Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Premises without the prior written consent of the Lessor. If Lessee makes any addition, alteration, or improvement, including painting, to the Premises without the prior written consent of Lessor, then Lessor may, at its option, require Lessee to restore the Premises to their former condition at Lessee's expense. If Lessee fails or refuses to make such restoration within thirty (30) days after written notice from Lessor to do so, Lessor may restore the premises and Lessee shall be responsible to Lessor for the total cost thereof.

14. **DESTRUCTION OR DAMAGE TO PREMISES:** If the premises should suffer serious damage or destruction during the term of the lease, Lessee(s) will seek other accommodations until repairs are made and will not be responsible for rent during that time. If, however, destruction or damage is the result of any negligent act by Lessee or any person on the premises with Lessee(s)'s express or implied consent, then Lessee(s) and any other responsible person shall be jointly and severally liable to Lessor for all damages caused by those negligent acts, including lost rent and the cost of repairs.

15. **DAMAGES TO LESSEE ET AL.:** Lessor shall not be liable for any damage or injury to Lessee or to any member of Lessee's family or to any invitee or guest of Lessee or anyone in Lessee's control or employ or brought onto the Premises by Lessee (hereinafter for purposes of this Paragraph No. 15, collectively "Lessee or affiliates of Lessee") or to any property of Lessee or affiliates of Lessee occurring on the Premises or any part thereof or in common areas unless such damage or injury is the proximate result of the sole negligence or unlawful act of Lessor or any agent or employee of Lessor. Lessee agrees to hold Lessor harmless from any claims for damage or injury by Lessee or affiliates of Lessee, or any of them, except to the extent that such damage or injury is the proximate result of the sole negligence or unlawful act of Lessor or any agent or employee of Lessor.

16. **INDEMNIFICATION:**

A. To the fullest extent permitted by law, Lessee hereby covenants and agrees as follows:

(i) to defend, save, indemnify and hold Lessor and Lessor's agents, employees, and insurers harmless from any and all claims, damages, losses, or expenses arising out of any accident, occurrence, injury or loss to Lessee, any member of Lessee's family, any guest of Lessee, any co-occupant, anyone in Lessee's control or employ or brought onto the Premises by Lessee, or arising out of any accident, occurrence, injury or loss to the property of Lessee or such other persons if such damage or injury be due to the act or neglect, whether in whole or in part, of Lessee, any member of Lessee's family, any guest of Lessee, any co-occupant, or anyone in Lessee's control or employ or brought onto the Premises by Lessee or if such damage or injury be due, in whole or in part, to any failure of Lessee to report in writing to Lessor any defective condition at the Premises.

(ii) to defend, save, indemnify and hold Lessor and Lessor's agents, employees, and insurers harmless from any and all claims, damages, losses, or expenses arising out of any claim by Lessee, any member of Lessee's family, any guest of Lessee, any co-occupant, or anyone in Lessee's control or employ or brought onto the Premises by Lessee for damage or loss due to burglary, theft, robbery, fire, wind, rain or other causes whatsoever except to the extent any such damage, injury, or loss was caused by the sole negligence of Lessor or Lessor's agents, employees or insurers.

B. It is understood and agreed that, to the fullest extent permitted by law,

(i) Lessor and Lessor's agents, employees, and insurers shall not be liable to Lessee, Lessee's family, co-occupants, friends, guests, invitees, or anyone in Lessee's control or employ or brought onto the Premises by Lessee for any claim, injury, damage

or loss of any nature which may occur at any time on account of any defect in the Premises or other property of Lessor or any improvements or appurtenances thereto, whether such defect exists at this time or arises subsequently hereto and whether such defect was known or unknown at the present time or at the time of the claim, injury, damage or loss; and

(ii) Lessor and Lessor's agents, employees, and insurers shall not be liable for any injuries or damages to person or property sustained by Lessee, Lessee's family, co-occupants, guests, friends, invitees, or anyone in Lessee's control or employ or brought onto the Premises by Lessee by or from any boiler, plumbing, gas, water, steam or other pipes, sewage or any gas or electrical fixture or appliance or the bursting or leaking thereof.

C. Lessee being fully advised knowingly, voluntarily, and expressly, to the fullest extent permitted by law, agrees to defend, save, indemnify and hold Lessor, Lessor's agents, employees and insurers harmless in all respects from and against any and all of the foregoing and from and against any and all claims, demands, actions, and suits of every kind whatsoever for injury, loss or damage of any kind whatsoever resulting to Lessee, Lessee's family, friends, co-occupants, guests, employees, invitees, business visitors, and all persons on the premises by invitation, by sufferance, or for any reason connected with Lessee, Lessee's family, friends, co-occupants, guests, employees, invitees, or business visitors, regardless of whether such injury, loss or damage occurred or was sustained on or off the Premises or Lessor's property or improvements or appurtenances thereto and in spite of the fact that the same may have resulted because of the condition of the premises or otherwise.

D. Notwithstanding any other language to the contrary in this Paragraph 16, there is excepted from the operation of the indemnity provisions of this Paragraph 16 any obligation by Lessee to indemnify Lessor or Lessor's agents, employees, or insurers for any damage, loss, or expense due to the sole negligence of Lessor or Lessor's agents, employees or insurers.

17. **ABANDONMENT:** If Lessee fails to pay the rent or any other charge required to be paid by Lessee, or if Lessee shall breach any of the terms of this Lease, Lessor shall have such rights as provided by law and under the terms of this Agreement. If the property becomes vacant or abandoned, this Lease shall expire and terminate and Lessor may re-enter and take possession in the manner provided by law. In the event that Lessor shall recover possession of the Premises, Lessor may, but shall not be required to, remove any personal property of Lessee and store same, or Lessor may dispose of said property as provided by law. Notwithstanding anything else stated in this Agreement, Lessee agrees that whether possession is taken or whether this Lease is cancelled by Lessor, the entire unpaid balance of rent shall accelerate and immediately become due and payable and Lessee shall be responsible for all costs, including attorney's fees incurred by Lessor, and Lessee further agrees that Lessor shall have all recourse against Lessee provided by this Lease and by law, and that all remedies shall be cumulative and non-exclusive.

18. **PERFORMANCE:** The failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions contained herein or any of them, shall not constitute or be construed as a waiver of relinquishment of any right of Lessor thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

19. **INITIAL COST OF REPAIRS AND MAINTENANCE:** Lessee(s) shall be responsible for the first $___0_____of all repairs or maintenance to Premises regardless of the nature, type, kind or character of the repair or maintenance. This provision does not in any way limit the liability of Lessee(s) as stated in Paragraph 14. Should Lessee(s) be liable for damage or destruction of the Premises, Lessee(s) shall be responsible and liable for the all costs of repairs, loss of rent, and any other damages Lessor is entitled to by law.

20. **GOVERNING LAW:** The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

21. **ASSIGNMENT AND SUBLETTING:**

A. Lessee shall not assign this Lease or sublet Premises or any part thereof or secure a replacement for Lessee hereunder without first obtaining the written approval of Lessor or Agent.

B. Should Lessor sell or otherwise transfer the Premises to another, this Lease shall, by virtue of this section 20(B), remain in full force and effect in the name of the new owner of the Premises as Lessor regardless of whether the new owner's name is ever substituted as Lessor on this Lease.

22. **RENTER'S INSURANCE:** Lessee agrees that Lessee shall at all times maintain insurance on Lessee's personal property, including furniture and equipment and fixtures, in such amount as shall be satisfactory to Lessee. Lessee acknowledges that such insurance as Lessor shall maintain on the Premises and on Lessor's interest therein is not for the benefit of Lessee and provides no protection to Lessee.

23. **DISCLOSURE OF AGENCY RELATIONSHIP:** The parties confirm, in connection with this transaction, that Summit Management Services, LLC is the agent of Lessor and not the agent of Lessee and that this relationship was disclosed to Lessee before this Agreement was executed.

24. **RIGHT TO INSPECT:** If Lessee or any member of Lessee's family or guest of Lessee is present in Premises, then Lessor or Lessor's representatives or service personnel may enter Premises at all reasonable times for any reasonable business purpose. If any such party is not present in Premises, then Lessor or Lessor's representatives or service personnel may enter Premises at all reasonable times (so long as written notice of such entry is left in the apartment or unit after such entry) for the following purposes: repairs, extermination, preventative maintenance, failure to return tools or appliances within prescribed time, emergency, safety or fire inspections, and building inspection by fire marshals, mortgage lenders, prospective purchasers or residents or insurance agents. Lessor shall have the right to advertise the Premises for sale or lease. Lessor may at any time remove fixtures, alterations or additions not in conformity with this Lease; and, Lessor may make such repairs and alterations as may be deemed necessary by Lessor to the preservation of the Premises.

25. **LESSEE'S CONDUCT; COMMON AREAS;** Lessee, Lessee's family and guests shall not act in a disorderly, boisterous nor unlawful manner and shall not disturb the rights, comforts, or convenience of other persons in the building or complex in which Premises are located. The swimming pool, if any, and all other common areas will be used only in compliance with present and future written rules and regulations furnished to Lessee or posted in the common areas, and such pool and common areas are to be used wholly at the risk of the persons making use thereof. Lessor reserves the right to control the method, manner and time of parking in parking spaces and to control and limit entry to Premises by agents, messengers, delivery persons, solicitors, and sales persons.

26. **TERMINATION AND RE-LETTING BY LESSOR OR AGENT:** If Lessee defaults for 3 calendar days after written notice from Lessor or Agent of Default by Lessee in the payment of rental due or otherwise defaults under any term, condition or provision of this Lease, or if Lessee fails to reimburse Lessor for any damages, repairs or plumbing service costs when due under this Lease or if Lessee shall abandon Premises, or if Lessee or any other occupant or guest on Premises shall violate or fail to comply with any term, condition or provision of this Lease or any other apartment Rules or Regulations hereunder as set forth in this Lease or in an attachment hereto, as such rules may reasonably be changed or additional rules imposed hereafter and Lessee notified thereof, then Lessor or Agent shall have the option either to terminate this Lease by written notice to Lessee or, without terminating this Lease, to enter upon and take possession of Premises, removing all persons and property therefrom, and, as Lessee's agent, re-let Premises at the best price obtainable by reasonable effort without advertisement and by private negotiations and for any term Lessor or Agent deems proper; Lessee shall be liable to Lessor for any deficiency between all rental due hereunder and the price obtained by Lessor on such re-letting. Such termination shall not release Lessee from liability for any unpaid rents under this Lease past or future.

27. **SERVICE OF NOTICES:** Lessee hereby appoints as Lessee's Agent to receive service of all dispossessory or other legal proceedings and notices thereunder and all notices required under this Lease the person occupying Premises at the time such notice is given, and, if no person be occupying the same, then such service or notice may be made by attaching the same on the front entrance to Premises. A copy of all notices under this Lease shall also be sent to Lessee's last known address if different from Premises.

28. **SIGNS; CARDING:** Lessee shall place no signs, placards or other advertisements of any characters on Premises. Lessor may card Premises "FOR RENT" at any time within 60 days prior to expiration to this Lease and during such 60 day period may exhibit Premises to prospective tenants.

29. **STORAGE AND GARAGE:** If Lessor makes available to Lessee any storage space or garage outside Premises, anything placed therein by Lessee shall be stored wholly at the risk of Lessee and Lessor shall have no responsibility in respect thereof. If Lessor makes available to Lessee any space for use as a garage or for parking automobiles, Lessor shall not be responsible for any damage to or loss of (a) any vehicles stored parked therein or (b) any part or accessory of such vehicle or (c) any property of any kind stored or left in said garage or vehicle.

30. **KEYS:** All keys issued to Lessee hereunder shall be returned or the replacement cost thereof paid by Lessee when Lessee vacates Premises.

31. **DEFINITIONS**

"Lessor" as used in this Lease shall include Lessor, Lessor's heirs, executors, administrators, legal representatives, assigns and successors entitled to Premises.

"Lessee" shall include Lessee, Lessee's heirs, executors, administrators, legal representatives, and if this Lease shall be validly assigned or sublet, shall also include Lessee's assignees and sub-lessees.

"Agent" shall include Agent, Agent's employees, and Agent's successors and assigns.

The terms "Lessor" and "Lessee" and "Agent" include male, female, singular, plural, corporation, partnership or individual as may fit the particular parties.

The captions used here are merely descriptive of some matters contained therein and do not necessarily describe the contents of each paragraph.

32. **MISCELLANEOUS:** This Lease contains the entire agreement between Lessor and Lessee, the parties hereto, and no representation, inducement, promises or agreements, oral or otherwise, between Lessor on the one hand and Lessee on the other not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder or to insist upon strict compliance by Lessee of any obligation hereunder including, without limitation, any acceptance of partial payments of rental or other amounts due hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof. Time is of the essence of this Agreement. Lessee's rights under this Lease shall be subject to any bonafide mortgage or deed to secure debt which is now or may hereafter be placed upon Premises.

33. **LEAD-BASED PAINT:** Parties are aware that the age of the property might make it suspect that "Lead-Based Paint" might have been used. In accordance with "HUD" and "EPA" final rulings as set forth in 61 Federal Regulation 9064 (March 6, 1996) and in compliance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992, P.L. 102-550), the Lessor does give notice to the Lessee that Lessee has ten (10) days to conduct the Risk Assessment of Inspection as provided therein and has provided all available records or reports pertaining thereto. Lessee, by initialing below, acknowledges receipt of the "Lead-Based Paint" pamphlet required by HUD and EPA.

Lessor(s) Agent's Initials _____ _____ **Lessee(s) Initials _____ _____ _____ ____**

34. **ADDENDA THAT ARE A PART OF THIS LEASE:**

1. Application
2. Inspection of Premises
3. Lead-based Paint Disclosure, if applicable
4. Security Deposit Agreement
5. Working with a RE Broker
6. Cold Weather Instructions
7. Rule and Regulations
8. Credit Card/Direct Deposit Form

35. **SPECIAL PROVISIONS & CONTINGENCIES:**

_____
_____
_____
_____

Lessor by its Authorized Agent
Summit Management Services, LLC

By: _____

Date_____

Lessee _____

Lessee _____

Lessee _____

Lessee _____

Date _____