

- property is not zoned. At the end of the term of this Agreement, Tenant will deliver up the premises in as good an order and condition as they now are, or may be put by Owner or Tenant, reasonable use and ordinary wear and tear thereof and damage by fire or other casualty, excepted.
6. UTILITIES: Tenant is responsible for paying for all water, sewage, fuel and electric current and trash removal which may be charged against said premises. Tenant shall notify the appropriate Gas & Electric Companies that they are occupying the property on the beginning date of this agreement.
 7. REPAIRS AND MAINTENANCE: Tenant agrees to maintain the lawn, remove snow, repair and/or replace any and all facilities related to the premises, to provide ordinary and customary preventive maintenance, and to maintain the building in good to excellent condition throughout the Term of this Agreement. This includes all walks, drives, electrical, plumbing, bath and kitchen fixtures, appliances, roofing, painting, lawn, landscaping, and all other exterior and interior items. The costs of such maintenance and repairs shall be allocated as follows:
 8. The cost of repairs, maintenance and improvements, which are less than or equal to Five Hundred and no/100 Dollars (\$500.00) per repair shall be paid by Tenant. Owner agrees to pay for fixing any roof leak, if Tenant immediately notifies Owner of the roof leak. If Tenant does not notify Owner immediately of the roof leak, the Tenant will pay for fixing the roof and any resulting damage to the building, regardless of cost.
 9. The cost of repairs and maintenance in excess of Five Hundred and no/100 Dollars (\$500.00) shall be shared equally by Owner and Tenant, provided that Owner has approved of each expenditure in writing prior to the commencement of any work on the premises, and provided that the work is performed by a reputable contractor.
 10. Notwithstanding the above, the cost of all repairs required as a result of negligence by Tenant or his guests shall be paid in full by Tenant.
 11. Tenant may only make improvements or modifications to the property upon written approval of the Owner. Any unapproved improvements or modifications to the property must be removed at Tenant's expense within seven (7) days of written notice to Tenant by Owner.
 12. Owner shall have the right to inspect the premises at any time, upon 24 hour notice to Tenant, unless such entry is required for emergency repairs in the absence of the Tenant. Should it be determined that any of the above conditions are not being met, written notice will be given to the Tenant to make the necessary changes. If the changes are not made within a reasonable time, Owner shall have the option of making the changes and/or canceling the Agreement. Should the Owner make the required changes, Tenant agrees to pay for the costs of the changes plus 30% for profit and overhead. Such payment shall be made to Owner within thirty (30) days after a bill is submitted to Tenant.
 13. REAL ESTATE TAXES: Owner shall pay all real estate taxes and assessments levied against the premises during the Term of this Agreement.
 14. OWNER'S REMEDIES ON DEFAULT: If default shall at any time be made by the Tenant in the payment of the installments of rent or in the performance of any of the covenants and agreements herein contained, or in the performance of any

duties imposed on tenants by any applicable landlord tenant legislation, or if Tenant shall be declared bankrupt or make a general assignment for the benefit of creditors, or have a receiver appointed for him, then in each and every such event, it shall be lawful for Owner, at its election, at any time thereafter, without any demand or notice and without declaring the said term ended as it may see fit, to re-enter the demised premises and each and every part thereof either with or without process of law, and to expel, remove and put out the said Tenant and every other person occupying in or upon the same, use such force as may be necessary in so doing and again to repossess and enjoy the demised premises without the termination of possession (should the Owner elect not to terminate the term) or reentry working a forfeiture of the rent to be paid by the Tenant or the covenants to be performed by the Tenant during the full original term of this Agreement. In the event of the termination of possession for any of the causes set forth in the above paragraph, the Owner may re-let the demised premises and the Tenant shall continue to be and remain liable for the difference between the rents, utilities and other payments which would have been payable by the Tenant during the balance of the term of this Agreement if said Agreement had remained in full force and effect and the net rental for the balance of the term realized by the Owner upon re-letting in good faith to other parties, and the Tenant shall pay the amount thereof to the Owner during the balance of the original term. The Tenant agrees that such rent shall be determined by deducting from the entire rent received upon such re-letting, the expense, if any, incurred in good faith by the Owner for necessary repair in connection with the demised premises or by reason of the breach of any of the terms, covenants and conditions of this Agreement, and all expense reasonably incurred in recovering possession of the demised premises, including all costs and commission of such re-letting and all attorneys' fees in connection with such terminating, recovering possession and re-letting of the demised premises.

15. QUIET ENJOYMENT: Owner agrees that if Tenant pays the rents and keeps and performs the covenants of this Agreement on the part of Tenant to be kept and performed, Tenant will peaceably and quietly hold the premises during the term hereof without any hindrance, ejection or molestation by Owner or any person lawfully claiming under Owner.
16. LIABILITY: Tenant agrees that Owner and its employees and agents shall not be liable to Tenant for any damage to or loss of personal property located in the premises or for injuries to persons occurring in the premises.
17. HOLD HARMLESS AGREEMENT: Tenant shall protect, save and keep the Owner harmless and indemnified against any and all liability, loss, cost, damages, or expenses arising out of any accident or other occurrence on the demised premises, causing death, injury or damage to any person or property due to any act or neglect of the Tenant, its agents, employees, assigns, invites or licensees, or due to any failure of the Tenant, its agents, employees, assignees, invites or licensees to comply with and perform any of the requirements and provisions of this Agreement on their part to be performed.
18. PUBLIC LIABILITY INSURANCE: Tenant agrees that it will, at its sole expense, maintain valid and enforceable policies issued by insurers of recognized

responsibility, naming Owner as an additional insured, a Renters' general liability insurance policy providing for claims for bodily injury or death and property damage occurring upon or about the demised premises and the adjoining streets and passageways, such insurance to afford protection to a limit of not less than Three Hundred Thousand (\$300,000.00) Dollars with respect to bodily injury or death to any number of persons in any one accident, and not less than twenty-five Thousand (\$25,000.00) Dollars with respect to damage of the property with respect to damage to property of any persons in any one accident. Said policy shall insure Tenants personal property in an amount to be determined by the Tenant, as the Owners insurance does not cover the personal property or liability of the Tenant. Such policies shall provide that they shall not be canceled without at least ten (10) days prior written notice to the Owner and certificates of said coverage shall be furnished to the Owner.

19. **HOLDING OVER:** In the event Tenant remains in possession of the premises after the term of this Agreement has expired, Tenant shall be deemed a tenant from month to month only, at a new monthly rental payment plus estimated water, insurance and trash prepayments, and governed in all other things except as to the duration of this Agreement.
20. **ASSIGNING AND SUBLETTING:** Tenant will not, without written consent obtained from Owner, sell, assign, mortgage or deliver this Agreement or the premises in whole or in part or sublet all or part of the premises. (Owner reserves the right to sell or mortgage the premises or assign this Agreement; provided, however, that any such action shall not jeopardize tenant's rights hereunder).
21. **LEAD PAINT DISCLOSURE:** Tenant has received from Owner the EPA "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" and the EPA "Protect Your Family From Lead In Your Home" booklet and Tenant understands their contents.
22. **BINDING EFFECT:** This Agreement and the agreements of Owner and Tenant contained herein shall be binding upon and inure to the benefit of heirs, executors, administrators, successors and assigns of the respective parties.
23. **MISCELLANEOUS:** Tenant agrees not to keep pets of any kind or any water beds on the premises without first having received specific written permission from Owner.

APPLICABLE LAW: This agreement shall be interpreted according to the Laws of the State of _____.

IN WITNESS WHEREOF, Owner and Tenant have executed this agreement on the ____ day of _____, 20____.

OWNER

TENANT

TENANT